

<p>European Stability Mechanism </p>
<h2>Request for Proposal</h2>
<p>Ref. No.: FM/07/CS/AA/23</p>
<p>Catering Services</p>
<p>13/10/2023</p>

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1 Introduction

1.1 The European Stability Mechanism

The European Stability Mechanism (“**ESM**”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law. Its purpose is to ensure the financial stability of the euro area as a whole, and of its Member States experiencing severe financing problems, by providing financial assistance through a number of instruments.

More background information about the ESM may be found on the website: www.esm.europa.eu.

Neither Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 nor Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (as amended) apply to the ESM. The ESM procures supplies, services and works on its own behalf and for its own account pursuant to the ESM Procurement Policy as published on the ESM website. Please refer to the ESM website for more information.

1.2 Overview of this RFP

This Request for Proposal (“**RFP**”) sets out the procurement requirement and procurement process of the ESM that parties are invited to respond to. The agreement to be awarded as a result of this procurement process (“**Agreement**” or “**Contract**”) will be awarded to the Candidate whose Proposal best meets the award criteria. The Agreement will include the requirements and obligations set out in the Terms of Reference, enclosed as Annex 1, and those set out in Annex 4 of this RFP as potentially adapted and agreed, if required, between the selected Candidate and the ESM during the course of this procurement procedure.

For the purposes of this RFP, candidates who wish to participate in this procurement process are referred to as “**Candidate**” or “**Candidates**” and their response is referred to as a “**Proposal**” or “**Proposals**”.

Unless otherwise defined in this RFP, all capitalised terms used in this RFP have the meanings ascribed to them in the ESM Procurement Policy.

1.3 Overview of the Procurement Requirement

The ESM intends to conclude a single Agreement for the provision of the services with a single service provider (“**Service Provider**”) to support the service needs of the ESM as further detailed in the Terms of Reference provided in Annex 1 of this RFP (“**Services**”).

The ESM’s official working language is English, and the Services must be provided in English.

The Agreement will be awarded for a four (4) year term.

2 RFP Content

The RFP package consists of the following documents:

No.	Document Title	Comment
1.	Request for Proposal – Core Document	This document
Annexes		
2.	Annex 1 – Terms of Reference	Below
3.	Annex 2 – Section 1: Declaration on the Exclusion Criteria, Economic, Financial, and Operating Capacity and Absence of Conflict of Interest / Non-Collusion Declaration, Annex 2 – Section 2: Section 3: Cover Certification Form / Consortium / Subcontractor letter	Attached
4.	Annex 3 – Selection and Award Criteria and response elements	Below
5.	Annex 4 – Commercial Response Annex	Attached
6.	Annex 5 – ESM Draft Agreement	Attached
7.	Annex 6 – KPI Overview	Attached
8.	Annex 7 – Catering Inventory	Attached

3 The RFP Process

3.1 Type of Procurement Procedure

This procurement process is carried out by the ESM under a Negotiated Procedure with Full Publication in accordance with Article 9.1 of the ESM Procurement Policy and is referred to in this RFP as a procurement process or a procurement procedure.

The ESM plans to carry out the procurement process in accordance with the steps defined in the table below. The ESM reserves, at its sole discretion, the right to vary the steps and timelines.

No.	Procurement Process Steps	Timeline
1.	Publication of the Contract Notice and the RFP	13/10/2023
2.	ESM Site Visit. Please refer to art. 3.10	14/11/2023



No.	Procurement Process Steps	Timeline
3.	<p>Deadline for submission of clarifications/questions on the Contract Notice and the RFP (via the ESM Procurement tool)</p> <p>Note: comments about the legal terms will not be clarified during this Q&A period but with the preferred candidate at a later stage.</p>	<p>01/12/2023 11:00 hrs (local Luxembourg time)</p>
4.	<p>Response to the clarifications/questions on the Contract Notice and the RFP (via the ESM Procurement tool)</p>	<p>Regularly</p>
5.	<p>Deadline for submission of Proposals (via the ESM Procurement tool)</p>	<p>08/12/2023 11:00 hrs (local Luxembourg time)</p>
6.	<p>Food taste. Please refer to art. 3.11</p>	<p>15/01/24 to 19/01/24</p>
7.	<p>Presentations. Please refer to art. 3.5</p>	<p>22/01/24 to 26/01/24</p>
8.	<p>Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal</p>	<p>15/02/24</p>
9.	<p>Negotiations completed (if applicable)</p>	<p>15/02/24</p>
10.	<p>Target contract signature</p>	<p>01/04/2024</p>
11.	<p>Target contract implementation start date</p>	<p>15/09/2024</p>

3.2 Eligibility, Exclusion, Selection and Award Criteria

In order to be eligible to participate in this procurement process, Candidates must be natural or legal persons and state that they are not subject to any of the exclusion situations listed in the declarations included in Annex 2 Section 1. If such circumstances arise in the course of the procurement process, the Candidate concerned must inform the ESM without undue delay.

Candidates may submit, and if requested by the ESM will submit, evidence to demonstrate their eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

Candidates must comply with all eligibility and exclusion criteria to be assessed further.

ELIGIBILITY AND EXCLUSION CRITERIA – elements of the evaluation



Eligibility and Exclusion Criteria	Duly executed declarations as requested in Annex 2 Section 1	Pass / Fail
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In order to assess a Candidate's capacity to perform the contract the ESM will apply the following selection criteria (full information can be found in Annex 3 Section 1).

In the event that the Candidate submits a Proposal together with a third party/-ies and/or with sub-contractor(s), the combined capacities of the Candidate and all such third party/-ies and/or subcontractor(s) will be assessed for the purpose of meeting the selection criteria.

SELECTION CRITERIA – elements of the evaluation		
Selection Criteria	Economic and financial standing	Pass / Fail
	Technical or professional ability	Pass / Fail
	Authorisation and suitability to carry out the relevant professional activity	Pass / Fail

Candidates must achieve "pass" for all "pass/fail" criteria and must comply with all eligibility, exclusion, and selection criteria to be assessed further.

The Proposals submitted by the Candidates will be evaluated, in accordance with the following award Criteria (further detailed in Annex 3 section 2 and Annex 4) using both the written proposals and the presentation.

AWARD CRITERIA			
QUALITY	70%	PRICE	30%
1. Account management aspects	10 points		
2. Methodology proposed to ensure high quality of the service	15 points		
3. Environmental management measures and practices	10 points		
4. Food tasting during site visits	20 points		
5. Presentations	15 points		
Score available	70%		
Total Score 100%			

Stage 1: Technical proposals of those Candidates who received less than 28 points out of 55 points will be deemed of insufficient quality and eliminated from further evaluation, therefore Candidates that will receive less than 28 points will be eliminated.

Stage 2: Only the Candidates that will receive at least 28 points will be invited to make a presentation and as indicated in art 3.5. Following the presentation. Technical proposals will be evaluated against the quality award criteria number 5. The Candidates score for this quality award criteria will be added to the Candidates' score for the quality award criteria evaluated in Stage 1 to give their total final score for the quality award criteria.



Candidates must achieve at least 35 out of 70 on the overall quality award criteria to have their Commercial response assessed.

Stage 3: To determine the final score, the Candidates' score for quality will be combined with their respective score for their Commercial Response and the Contract will be awarded to the Candidate whose Proposal best meets the quality/price ratio.

The Candidates' Commercial response will be evaluated according to the following formula:

$$\text{Candidate's Commercial Score} = \frac{\text{Lowest offered Estimated total cost}}{\text{Candidate's Proposed Estimated total cost}} * \text{Maximum Price score (i.e., 30)}$$

3.3 The ESM Contact Details

All communications must be done via the [ESM Procurement tool](#). Only in case **the ESM Procurement tool** does not work, candidates will be allowed to contact ESM directly via the following email address: procurement@esm.europa.eu
Attention: Mr Ampeglio Amore

The ESM will not be bound by and the Candidate agrees not to rely upon any written or verbal statements or representations of any other persons, whether employed by the ESM or not.

3.4 Clarifications of the RFP

The process for clarifications pertaining to this RFP will be as follows:

- a) Queries can be raised [ESM Procurement tool](#).
- b) Queries can be raised on any matter in this RFP, including the Annexes. However, the ESM reserves the right not to answer any particular query.
- c) The ESM will endeavour to respond to all queries and issue responses in a timely and professional manner. The ESM reserves the right not to answer any queries received after the deadline for submission of the queries has passed.
- d) Subject to point e) below, responses to the queries will be published on the [ESM Procurement tool](#) if they are of relevance to all of Candidates.
- e) If the ESM receives a query from a Candidate which, in the sole discretion of the ESM, constitutes a query relevant to that Candidate only, the ESM will provide response to that Candidate only.

3.5 Presentations

The candidates meeting the minimum quality threshold provided in Section 3.2 will be invited to make a presentation.

During the presentations, the candidates will be assessed on the following:

The ESM will coordinate the schedule of presentations promptly after the release of the RFP. These will likely occur in person at the ESM offices however if this is not feasible, presentations via video conference will also be allowed. The Candidates should ensure that qualified personnel (the Chef and Account Manager to be assigned to the ESM should the Candidate be awarded the contract) are available during this period to make a presentation about the offer proposed and to answer questions from the ESM. The Candidates should ensure that qualified personnel are available during this period



to present the case study and to answer questions from the ESM. Presentations are anticipated to take place over one hour.

The Chef and Account Manager shall be part of the presentation.

The ESM envisages to schedule the presentations between the 22/01/24 and 26/01/24. The ESM will contact the Candidates to arrange the meetings.

Note that no pricing information can be disclosed or discussed during the presentations.

3.6 Due Diligence Elements

In order to further ascertain the viability and acceptability of the proposal and of the Candidate, the ESM, in its sole discretion acting reasonably, reserves the right to request the preferred Candidate, and in responding to this RFP the Candidates agree to provide, make available, or facilitate verification of any information certified by the Candidate and any information the ESM deems necessary to assess any potential risks related to data protection, data location, IT security, information security and legal and regulatory matters. The ESM will review this information and assess its correctness and level of risk. In case the ESM deems, in its sole discretion acting reasonably, the level of risk as too high, the Candidate will be excluded from the procurement procedure.

3.7 Negotiations

The ESM may at its sole discretion either award the Contract on the basis of the initial Proposal or negotiate with one or several Candidates who best meet the award criteria in order to bring their Proposals in line with the ESM's requirements. The ESM conducts the negotiations in accordance with the ESM Procurement Policy. By submitting a written proposal to this Request for Proposal, the Candidates commit themselves to comply with the negotiations timeline presented in the Section 3.2.

3.8 Notification of the ESM's decision

The ESM will notify in writing via [ESM Procurement tool](#) its decision to advance or not advance the Candidate's Proposal. The notification is sent by electronic means at least fifteen (15) business days prior to the signing of the Agreement by the ESM. The Candidates whose Proposal did not advance can request, in accordance with the ESM Procurement Policy and timelines set within and in the ESM notification, a de-brief addressing the reasons for not advancing their Proposal. The de-brief will be limited to the reasons related to the unsuccessful Candidate's Proposal and will not cover any information about other Candidates' Proposals.

3.9 Contract Terms and Conditions

The ESM Agreement enclosed as Annex 5 to this RFP ("**ESM Agreement**") will form the agreement between the ESM and the selected Candidate. The ESM views the ESM Agreement to be fair and balanced and expects that Candidates will agree to it without reservation. By submitting a Proposal, Candidates accept the ESM Agreement without reservation and acknowledge that none of their own agreements, contracts or terms and conditions will apply.

If Candidates would like to propose any changes to the ESM Agreement they must provide, for each proposed change, a counter-proposal and a clear explanation why they consider the proposed change necessary as part of their Proposal by the deadline for the submission of Proposals. The ESM will not accept any change requests received after the deadline for submission of Proposals. The ESM will also not accept any substantial revisions/redrafting of the ESM Agreement. Any potential changes to the ESM Agreement, if at all possible and agreeable to the ESM, will be minimal in order to ensure equal



treatment of all Candidates. For the avoidance of doubt, the ESM is not obliged to make any changes to the ESM Agreement. In case the ESM deems, in its sole discretion acting reasonably, that the Candidate's change requests are not acceptable and the contract negotiations have failed, the Candidate will be excluded from the procurement procedure.

3.10 ESM site visit

ESM site visit is an opportunity for candidates to see the ESM premises, in particular during the visit candidates can see the ESM kitchen (including the equipment currently used), the canteen spaces, layout and other logistic aspects etc... The scope of the visit is to allow the candidates to collect information about ESM canteen and increase the chances to prepare an offer in line with ESM operational requirements.

ESM site visit is anticipated to take place approximately an hour. The ESM envisages to schedule the ESM Site Visit on 15/09/2023.

In order to attend the site visit, Candidates are invited to contact ESM via the [ESM Procurement tool](#) to arrange the meetings in advance. Note that ESM site visit is not compulsory for candidates.

3.11 Food tasting

ESM intends to organise a food tasting at a canteen directly managed by the candidate. Each candidate should propose one canteen, located in Luxembourg state, where the appointed ESM staff can go to perform the food tasting. Canteens proposed should be similar as much as possible to ESM in terms of size, number of users, volumes requested etc...

Scope of the food tasting is to assess the quality of the food proposed and other relevant aspects. For all the details, candidates should refer to annex 3, quality criteria number 4.

Candidates should ensure the canteens' availability for food tasting for one week period. The ESM envisages to schedule the food tasting between the 04/12/2023 and 08/12/2023. Each candidate should duly inform the proposed clients/canteens about the ESM visit. All the food tasting costs should be covered by the Candidate. The ESM will coordinate the schedule of the food tasting via the [ESM Procurement tool](#).

4 Terms and Conditions of the RFP

4.1 Rights of the ESM

By submitting a Proposal, Candidates confirm that they have taken note and accepted all terms and conditions of this RFP.

The ESM reserves the right, at its sole discretion and in exceptional circumstances, to accept Proposals received after the deadline for submission of Proposals.

After the ESM opens Proposals, it may request Candidates to submit, supplement, clarify or complete information or documentation which is or appears missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right at its sole discretion to reject from further consideration any such Proposal.

The ESM reserves the right to request that Candidates provide documentary evidence in support of the statements made in their Proposal.

Any effort by the Candidate to influence the ESM in the process of examination, evaluation and comparison of Proposals may result in the rejection of the Candidate's Proposal.

The ESM may decide, at its sole discretion while respecting the general principles set forth in the ESM Procurement Policy, to cancel this procurement process in whole or in part at any time before the Agreement is signed. The cancellation does not give rise to any form of compensation for Candidates.

The ESM will ensure that the information provided by Candidates is treated and stored in accordance with the principles of confidentiality and integrity.

The ESM reserves the right at its sole discretion to disclose the contents of Proposals to its third party advisors (if applicable) who are bound by the same confidentiality and integrity obligations as the ESM.

If the ESM discovers, before the expiry of the deadline for submissions of Proposals, a lack of precision, an omission or any other type of error in this RFP, it will rectify the error and inform all Candidates in writing via the [ESM Procurement tool](#).

4.2 Cost of Participating in the Procurement Process

All costs relating to the participation in this procurement process, including in particular any costs in relation to the attendance at Presentations and of any other documents requested by the ESM and any subsequent follow-up will be borne exclusively by Candidates.

4.3 Materials and Documents

All materials and documents provided by the ESM during this procurement process will remain the ESM's property. Nothing in this RFP or in any other document issued by the ESM in connection therewith will be construed as to grant Candidates any right or license to use these documents for any purpose, except the right to use them in as much as necessary to prepare their Proposals.

All materials and documents prepared by the Candidate, once submitted to the ESM in response to this procurement process, will become the property of the ESM and, irrespective of the outcome of the procurement process, may be retained by the ESM, and, in any case, the ESM will have the right



to use any concept or ideas contained therein without incurring any costs or expenses or any liability whatsoever.

4.4 Validity of the Proposal

By submitting a Proposal, Candidates acknowledge and agree that their Proposal will remain valid for a period of 180 calendar days from the deadline for submission of Proposals.

4.5 Compliance with Law

Candidates are invited, but not bound to participate in this procurement process. Yet, the participation in this procurement process following the receipt of the RFP from the ESM implies the acceptance of the terms and conditions of the RFP and any other provisions of the RFP and any breach of these will be subject to appropriate remedies under the applicable law.

Before the Agreement enters into force, the successful Candidate undertakes to comply with all applicable laws and regulations and to obtain all relevant authorisations, permits and certificates required to provide the services described in this RFP.

Nothing in this RFP will be construed as implying a waiver, renunciation or modification by the ESM of any rights, privileges, immunities or exemptions from which ESM may benefit under the Treaty establishing the ESM or any applicable laws.

4.6 Trade Name, Logo and Marks

The ESM logo, covers, page headers, custom graphics, icons, other design elements and other words or symbols used to identify the description of the procurement requirement described are either trademarks, trade names or service marks of the ESM and its licensors, or are the property of their respective owners. These marks may not be copied, imitated or used, in whole or in part, without the explicit prior written consent of the ESM.

4.7 Confidentiality

All documents and information provided by the ESM in connection with this RFP constitute Confidential Information within the meaning of this section.

If the Candidate considers that any part of its Proposal or other documents/information submitted to the ESM include Confidential Information within the meaning of this section it must clearly mark such parts of Proposal or other documents/information as 'confidential'.

Candidates are advised that their participation in this procurement process constitutes Confidential Information except for the announcement by the ESM of the successful Candidate on the ESM website in accordance with Article 9.17 (3) of the Procurement Policy.

Except if required in a judicial or administrative proceeding, or if it is otherwise required to be disclosed by any law or regulation, or where information is already in the public domain, the ESM or the Candidate will (a) not disclose the Confidential Information, (b) take all reasonable measures to preserve the confidentiality and avoid disclosure, dissemination or unauthorised use of Confidential Information, and (c) not use such Confidential Information for any purpose other than as is necessary in connection with this RFP. Confidential Information does not include information which (a) was known to the ESM or the Candidate prior to receiving the information from the Candidate or the ESM; (b) becomes rightfully known to the ESM or the Candidate from a third-party source not known to the ESM or the Candidate (after diligent inquiry) to be under an obligation to the Candidate or the ESM to

maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the ESM or the Candidate; or (d) has been developed independently by the ESM or the Candidate or authorised to be disclosed by the Candidate or the ESM. Confidential Information may only be shared with third parties (e.g. contractors) that have a need to know the Confidential Information in relation to this procurement process and provided that such third parties comply with the confidentiality obligations provided in this section.

In addition, if the Candidate has signed an ESM confidentiality undertaking the Candidate agrees to comply with all obligations set forth in such confidentiality undertaking. If there is a conflict between such confidentiality undertaking and this RFP, the confidentiality undertaking will prevail.

4.8 Involvement of/Reliance on Third Parties

If the Candidate intends to involve a third party in the supply of the services offered to the ESM the Candidate has to ensure that any such third party is bound by the requirements set forth in this RFP.

If a Candidate submits its Proposal as part of a consortium with a third party/third parties, such Candidate must provide as part of its Proposal:

- a) a clear description of the proposed consortium, its organisational hierarchy and structure, the names of all consortium members and the roles, activities and responsibilities of the consortium leader and each consortium member;
- b) a document authorising the consortium leader to act on behalf of the consortium member(s) (e.g., power of attorney);
- c) a written undertaking from the consortium member(s) confirming that it/they will place, at the consortium leader's disposal, the resources necessary for the performance of the Contract. The written undertaking must be signed by an authorised representative of each such consortium member; and
- d) information on whether the consortium will form a legal entity and if yes, details of the actual or proposed percentage shareholding within such legal entity and other official documents confirming existence of such legal entity. If not, full details of the proposed consortium arrangement including submission of an executed consortium agreement.

If a Contract is awarded to a consortium, all consortium members will be jointly and severally liable towards the ESM for all obligations arising of or resulting from the Contract.

If a Candidate considers any changes in the consortium structure it must immediately notify the ESM in writing via the [ESM Procurement tool](#). The composition of a consortium (including the roles, activities and responsibilities of the consortium leader and each consortium member) cannot be modified or members of the consortium cannot be exchanged, whether during the course of this procurement process or during the term of the Contract, without the prior written consent of the ESM.

If a Candidate intends to subcontract some of the services offered to the ESM to a third party, the Candidate must provide as part of its Proposal:

- a) a clear description of the proposed subcontracting arrangement, in particular which tasks the Candidate intends to subcontract and their volume or proportion, the name(s) of the proposed subcontractor(s) and its/their roles, activities and responsibilities; and
- b) a document signed by a subcontractor stating its intention to collaborate with the Candidate should the Candidate be awarded a Contract.

If a Candidate subcontracts some of the services under the Contract to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Contract as a whole. The ESM will have no direct legal commitments with the subcontractor(s).

Where the information provided to the ESM indicates that subcontractor(s) is/are to play a significant role in delivering the services offered to the ESM, any changes to the proposed subcontractors must be notified immediately to the ESM. Candidates cannot exchange or replace the subcontractors or modify the nature of the subcontracting arrangement (including the subcontracted tasks, their volume or proportion), whether during the course of this procurement procedure or during the term of the Contract, without the prior written consent of the ESM.

Moreover, any additional subcontractor(s) which was/were not assessed by the ESM during this procurement procedure may only be appointed if the ESM's has given its prior written consent.

4.9 Transfer of Undertakings

The Candidates acknowledge and accept the possibility that if they are awarded the Contract, the Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour Code as amended from time to time (collectively the "Regulations"). Consequently, the Candidates acknowledge and accept the possibility that if they are awarded a Contract the staff employed by the existing service provider performing the services to the ESM (the "Employees") may, if necessary, be taken over and/or transferred automatically, by the virtue of the Regulations.

The Candidates are therefore invited, if deemed appropriate and if not already included in the procurement documents, to request the ESM to provide any necessary information regarding the Employees. The ESM reserves the right to answer questions at a later stage of the procurement procedure if deemed appropriate in the ESM's sole discretion.

Should the Regulations be applicable, the existing service provider and the successful Candidate will fully comply with all of their obligations under the Regulations and will take all necessary steps to facilitate the takeover and/or transfer of the Employees. Any discussions regarding potential takeover and/or transfer of the Employees will be directly between the existing service provider and the successful Candidate. All the costs incurred by the successful Candidate in relation to the application of the Regulations will be borne solely by such Candidate and will not give rise to any financial compensation from the ESM and will not affect in any way the financial proposal submitted by the successful Candidate.

5 Structure of the Proposal

When preparing Proposals, Candidates should observe the following:

- All documents must be submitted in English.
- Any deviations from the specified requirements of this RFP that cannot be satisfied by the Candidate, should be clearly identified in the Proposal.
- In some cases, page/word limits may be specified. Any response exceeding the specified limits may be disregarded beyond that limit.
- Answers should be as concise as possible, complete and comprehensive.
- The ESM does not wish to receive any marketing or other promotional materials.

- All digital copies of the Proposal should be submitted in compliance with the following guidelines:
 - a) One file per section as described in the “Proposal Structure” table below.
 - b) Any supporting or additional files should be clearly named.
 - c) All files should be named clearly with a sequential number and relevant file name.
 - d) All files should be provided in a standard non-editable format, such as PDF.

Proposal Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to provide completed, dated and signed by a duly authorised representative Annex 2 Section 2.1 – “Cover Certification Form”	Fully scanned copy with signature in PDF
2.	Declaration on the Candidate’s Exclusion Criteria, Economic, Financial and Operating Capacity and Absence of Conflict of Interest Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative Annex 2 Section 1.1 – “Declaration on the Candidate’s Exclusion Criteria, Economic and Financial Capacity and Absence of Conflict of Interest”)	Fully scanned copy with signature in PDF
3.	Non-Collusion Declaration Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to submit completed, dated and signed by a duly authorised representative Annex 2 Section 1.2 – “Non-Collusion Declaration”	Fully scanned copy with signature in PDF
4.	Selection Criteria Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to address the requirements under the selection criteria listed in Annex 3 section 1	Fully scanned copy with signature in PDF
5.	Technical Proposal Upload in the ESM Procurement tool	Candidates are requested to address the requirements under the quality award criteria listed in Annex 3 section 2 in compliance with the Terms of Reference provided in Annex 1. Candidates are	Fully scanned copy with signature in PDF



	under: TECHNICAL ENVELOPE	requested to submit their technical proposal as a separate attachment within the Proposal submission email.	
6.	Commercial Proposal Upload in the ESM Procurement tool https://in-tendhost.co.uk/esm/asp/Home under: FINANCIAL ENVELOPE	Candidates are requested to address the requirements under the price award criteria listed in Annex 4 in compliance with the Terms of Reference provided in Annex 1. Candidates are requested to provide commercial proposal as a separate attachment within the Proposal submission email.	Fully scanned copy with signature in PDF and an writable Excel version

Forms to fill in	Candidate (including Consortium Lead)	Consortium members	Key Subcontractors
Declaration on Eligibility Annex 2 1.1	To be completed	To be completed	N/A
Declaration of Non-Collusion Annex 2 1.2	To be completed	To be completed	N/A
Cover Certification form Annex 2 2.1	To be completed	N/A	N/A
Consortium declaration Annex 2 2.2	To be completed	To be completed	N/A
Subcontractor commitment letter Annex 2 2.3	N/A	N/A	To be completed

These forms must be uploaded in the **ESM Procurement tool** under the TECHNICAL ENVELOPE.

6 Submission of the Proposal

Proposals must be submitted in the **ESM Procurement tool** no later than by the “**Deadline for submission of Proposals**” specified at point No. 4 of the **Procurement Process Steps and Timelines** table in Section 3.2 of this RFP.

Only Proposals received through these means will be accepted.

Annex 1 Terms of Reference

1. Background and Overview of Requirements

The European Stability Mechanism (the “**ESM**”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law, with its seat and principal office at 6a, Circuit de la Foire Internationale, L-1347 Luxembourg (the “**Building**”). Its purpose is to ensure the financial stability of the euro area as a whole and of its Member States experiencing severe financing problems by providing financial assistance through a number of instruments.

The ESM rents approximately 9,400 m² of space in the ESM Building and provides about 300 workspaces.

The staff restaurant with a terrace (the “**Canteen**”) has a maximum seating capacity of approximately 110 people (70 people in the internal dining area and 40 people on the terrace). The inside dining area is open every ESM business day. The terrace is only open during late spring, summer, and early autumn. The ESM may review the seating capacity as required.

The ESM requires a single provider to provide catering services to the ESM (the “**Service Provider**”). It is anticipated that the Contract awarded to the successful Candidate will commence in mid-September 2024.

The Service Provider will be required to provide the services as further described below (the “**Services**”). The Service Provider will not only be required to maintain business continuity of the Services, but also to standardize and improve the quality of the Services.

2. Practical Information

2.1 The ESM facilities

The Canteen is located on the ground floor of the ESM Building and has facilities for hot food preparation, a service line, and a scullery. The facilities for cold preparation, storage, and the office for the Canteen are located on the first underground floor of the ESM Building.

The Service Provider can use a delivery elevator from the underground floor to the ground floor to ease the transportation of food, products, materials, tableware, etc.

The delivery entrance of the ESM building can be used during ESM opening times, from 06:00 am to 20:00 pm. During deliveries the ESM security staff will be present. Information regarding the delivery entrance and the Catering Facilities, Floor Plans will be disclosed to the selected Service Provider.

The ESM will provide the Service Provider an office space, kitchen facilities, adequate storage, and refrigerator facilities (suitably equipped and ventilated) for the provision of the Services during the Contract (the “**Catering Facilities**”). The Catering Facilities cannot be used for any other purpose and for any other client.

The ESM will provide hot and cold water, heating, lighting, electricity and other necessary power, sewage, first-aid, and fire-fighting equipment for the Catering Facilities. The ESM Facilities Management Team (the “**FM Team**”) will be always entitled to enter the office and kitchen facilities

and other areas within the Catering Facilities but undertakes not to unreasonably obstruct or delay the Service Provider in the performance of the Services.

Overview of the Canteen and Catering Facilities

Canteen and Catering Facilities:

Underground floor		Ground floor	
Type of area	m²	Type of area	m²
Storage	7.34 m ²	Canteen	237 m ²
Cool storage room	8.38 m ²	Kitchen	15 m ²
Waste room	8.84 m ²	Service line	50 m ²
Staff room	8.03 m ²	Corridor	9 m ²
Changing room	5.20 m ²	Preparation/storage	7 m ²
		Scullery	7 m ²

Tea/coffee points and kitchenettes (together, the “**Kitchenettes**”) are located throughout the ESM Building – two (2) on the underground floor, one (1) on the ground floor, one (1) on the first floor and one (1) on the second floor.

2.2 Required operating periods

The Canteen provides breakfast and lunch, Monday to Friday on Business Days. “**Business Day(s)**”¹ mean weekdays on which the ESM is open, which excludes ESM holidays. The Services are required for approximately 240 days per year.

The standard operating hours of the Canteen are between 07.30 am and 2.15 pm unless otherwise requested by the ESM. It shall be noted that this time frame does not include preparation, cleaning time and other activities required for the execution of the Services. The On-Demand Services (as further described in Section 3.2 below) will be required both during and outside of the above operating hours.

The opening hours of the Canteen are as follows:

Breakfast	07.30 am - 10.00 am
Lunch	11.45 am - 02.15 pm
Self-Service Option*	07.30 am - 03.15 pm

**Note: After the lunch is over, the Service Provider will provide sandwiches, desserts, yoghurt, etc. and anything else which may have left from the lunch as a self-service option while the Canteen is fully closed e.g., until 03:15 pm. While the ESM staff will use the self-service option, the Service Provider is still required to charge customers at the tilt.*

The ESM reserves the right to review and adjust these service periods subject to the ESM requirements and in consultation with the Service Provider. The Service Provider is not allowed to adjust these without the prior approval of the ESM. Exceptionally, the ESM reserves the right to close the Canteen

¹ Days when the ESM is open are not always aligned with working days in Luxembourg as the ESM may have additional/different holidays. The ESM will always inform the Service Provider about ESM holiday schedule for a given calendar year.

on specific days e.g., for a special event. In the event the ESM requests the closure of the Canteen, the ESM will pay the Service Provider the fee for the Minimum Meal Purchase (see Section 3.4 Cost Model), less the portion of the Minimum Meal Purchase Fee comprised of food costs).

The ESM may decide to relocate any office or premises of the Catering Facilities at its own costs if required by the ESM's operational needs. Any such move will be coordinated with the Service Provider and the ESM will give the Service Provider reasonable written notice prior to such relocation. If this occurs, the Catering Services will not be required or invoiced during the period of the move unless otherwise agreed with the ESM.

2.3 Security & Access

The Service Provider's staff will be provided with entrance badges to the ESM premises. The Service Provider will be fully responsible for the security and any loss of these. In case of a lost badge, the Service Provider will inform the FM Team immediately and pay a running fee, established on the level of the company that supplies to the ESM entrance badges (as indication, the current price is € 20), in order for the ESM to issue a new badge. The Service Provider will send evidence of such fee payment to the FM Team following which a new badge will be issued.

The Service Provider will announce any workers, which are outside of the core team and don't have a permanent access badge to the ESM Security Desk (this includes any workers from subcontractors of the Service Provider. The Service Provider will send an e-mail to the ESM Security Desk (S.Desk@esm.europa.eu) indicating the first and last name of all workers, including a short description of the work to be executed, date and estimated time of arrival and departure of the workers. The Service Provider's personnel is not permitted to bring external persons (including, for the avoidance of doubt, family members and friends) or animals into the ESM Building.

3. Description of Services

3.1 Ongoing Services

3.1.1 Canteen services

The Service Provider will provide all cooking, dishing out and payment services in the Canteen (the "Canteen Services"). The Service Provider will be required to provide varied cuisine for a multi-cultural environment with fresh, high-quality, and well-presented products, to constantly entice people into the Canteen.

The Service Provider will serve hot meals and provide the ESM with a self-service option for cold items and beverages. Table service at the Canteen is not required.

The ESM will provide all necessary kitchen appliances (e.g., oven, fridge, stove, and similar) for the performance of the Services (the "Catering Equipment"). The Catering Equipment is the sole property of the ESM and cannot be used for any other purpose than delivering the Services. The full list of the Catering Equipment is available for reference in Annex 7 of the Request for Proposal: *Inventory*. Payment is currently centralised under one point of sale.

The food and beverage options should include:

- A variety of products/dishes for breakfast and lunch;
- Gluten free, lactose free and bio products should be used and promoted where possible;
- Cold beverages (e.g., Coca Cola, Rosspart, Soft, Viva) including smoothies and fresh juices;

- Self-service cold items similar to those from the breakfast menu (the “**Self-Service Option**”);
- A ‘standard’ lunch must include at least the following options: salad bar, protein of the day, soup, Dish of the Day, side dishes, healthy dish or street food, vegetarian and non-vegetarian options, grill, and dessert (the “**Standard Lunch**”);
- From time to time, upon request from the ESM Service Manager, a menu should be offered, and such menu will include a starter, dish of the day and dessert (the “**Menu**”).

An example of the envisaged (minimum) menu plans and varieties required are shown below:

Breakfast/ Self-Service Option (concept of a small bakery)	
Requested minimum variety	Examples
2 sandwiches (a small, medium, and large version of each)	Tomato/ham/chicken/cheese/egg sandwich with supplementary components etc.
2 types of breads	Brown bread/toast/baguette/white bread/rye bread/pumpernickel etc.
4 pastries and sweet treats (2 only for the Self-Service Option)	Butter croissants, pain au chocolate, brownies, muffins, bagels, crumpets, pies, cookies, apple turnover, currant bun, ham/cheese croissants etc.
2 warm snacks (not required for the Self-Service Option)	Omelette, scrambled eggs, fried eggs, pancakes, ham/cheese croissants, etc.
4 fresh fruits	Banana, pineapple, melon, orange, apple, strawberry, seasonal and regional fruits etc.
2 fresh fruit juices or smoothies	Orange juice, mixed fruits juice/smoothie, fruit compote etc.
Yoghurt and 2 types of cereals (not required for the Self-Service Option)	Yoghurt/quark; oats, crunchy cereals, porridge, bircher muesli etc.

Lunch Standard Lunch	
Requested minimum variety	Examples / description
1 daily soup	Potato/carrot soup, cauliflower, green beans, mushrooms, pumpkin soup, minestrone etc.
Salad buffet incl. 6 different components, 3 toppings and 4 dressings	Buffet of lettuce, cucumber, carrot, tomato, beetroot, tuna, pasta salad, rice salad, caprese, mushrooms, green beans, etc.; nuts, prawns, olives etc.; vinegar, oil, 2 premade dressings
Main dishes: 1 dish of the day (meat/fish) - healthy 1 dish of the day (vegetarian) - healthy Street food (Show cooking, barbecue, etc.) – that shall act as a substitute for the dish of the day (meat/fish) or the grill (in case of a barbecue option) 1 grill of the week	<ul style="list-style-type: none"> - the dishes of the day (healthy dishes) should always include vegetarian (quiche, pasta, stuffed peppers, penne all’arrabbiata etc.) and nonvegetarian (roasted turkey, trout fillet, bbq etc) option; - healthy meals should include an ingredient, which defines it as such, i.e., quinoa, avocado, spinach, etc. - grill option which is available for the entire week (fish, meat)
Protein of the day	Chicken, scampi, turkey, pork, etc.



4 side dishes	Potatoes, rice, vegetables, couscous, etc.
1 dessert	Tiramisu, chocolate mousse, rice pudding, panna cotta, fruits etc.

The Service Provider will offer menus such as theme or country-specific meals once in a month, or more frequently if an occasion arises. Those will be discussed with the ESM responsible person at least three (3) weeks in advance and may include the following:

- Asian day/week with curries, wok dishes, sushi etc.;
- Italian day/week with pizza, pasta, antipasti etc.;
- Mexican day/week with enchiladas, tortillas etc.

In addition, the Service Provider will offer barbecue options at least once per week when the weather allows. Typically, the period from May through October allows for weekly barbecues, or when the terrace is opened. Barbecue is provided by the ESM (also, part of the Annex 7: *Inventory*). When barbecue options can be offered, the Service Provider will bring the barbeque from storage to the terrace, clean it after use and return it to storage after it has been used.

The Service Provider will cater for individual preferences (e.g., variable spice levels, medium or rare steak, etc.). Salt and paper must be readily available for the users, either set on the tables, or offered as separate packages available for pick-up. Special meals for allergy sufferers are not necessary, but additives and allergens of all foods must be indicated.

The Service Provider will prepare a weekly menu including the Standard Lunches for each day of the week planned for the following week and provide this to the ESM responsible person for approval one (1) week in advance. The menu options will be different every week. The Service Provider will not serve the same dish for at least six (6) weeks. All menus will include an overview of food allergens, calories, etc. The Service Provider will use a defined template for the weekly menus, the Menu Template will be disclosed with the selected candidate. The ESM reserves the right to modify the schedule upon consultation with the Service Provider.

The ESM will provide only to the selected candidate, known information about the number of ESM members of staff who are vegan, vegetarian, gluten free, lactose free, etc. The Service Provider will then prepare the weekly menus in accordance with people's preferences, should they form a significant number of staff, and in agreement with the ESM responsible person. This will be monitored and measured as part of the performance evaluation. Adjustments will be done by the Service Provider, if needed.

The Service Provider will be required to provide the weekly menus in a format which allows the automatic upload of the menus on the media panel in the Canteen. The Service Provider may use its own media panels or ESM media panels. The ESM will confirm details with the selected candidate.

3.1.2 Kitchenette services

The five (5) Kitchenettes contain coffee machines, water dispensers and vending machines (the “**Kitchenette Equipment**”) and some have limited seating for lunch and coffee breaks.

The Service Provider must provide the following equipment:

- five (5) vending machines, one for each Kitchenette for which the ESM will pay a rent.

The ESM owns water dispensers and coffee machines, and the rest of the Kitchenette Equipment as per Annex 7 of the Request for Proposal: *Inventory*. Water dispensers are maintained by the ESM Technical Provider.

Please note, individuals at the ESM will not be charged for coffee, but the number of hot beverages dispensed must be recorded for statistical purposes.

Depending on availability, and opening hours of the Canteen, the variety and volume of products in the vending machines should be adapted to provide a wide choice, including gluten free, lactose free and bio products to be used and promoted.

Additionally, the Service Provider will ensure the vending machines meet the following requirements:

- Food and beverages will be stocked daily in the vending machines before 8am;
- The payment system has to allow both badge (RFID) and credit card payment;
- The Service Provider will be responsible for both the installation of the vending machines and all other related services such as repairs, cleaning, maintenance, refilling, etc.;
- ‘Left-over food’ from meetings/conferences i.e., sandwiches, should not be placed in the vending machines, but should be left for staff in the Kitchenettes at no additional cost;
- Wireless integration of vending machines into the POS system is favoured;
- The available space for each vending machine is 90 cm (width) x 90 cm (depth), maximum.

In all Kitchenettes the Service Provider will be responsible for:

- All activities related to the vending machines, as explained above;
- Stocking of supplies (vending machine products, coffee, tea, milk, sugar, etc...);

Tidying (dishwasher activity, general cleanliness of the Kitchenette, ensuring availability of tableware) are out of scope of this Contract as they are performed by a separate supplier.

The Service Provider will need to keep stock and order all consumables for each Kitchenette on a daily basis. Consumables for the Kitchenettes include, but are not limited to, the following: tea, coffee, milk and sugar. The Service Provider will refill milk in the fridges, coffee beans in the coffee machines, tea bags in the tea containers etc.

The Service Provider will also need to maintain the existing tableware in the Kitchenettes.

3.1.3 Maintenance of Catering Equipment and Catering Tableware (together, the “**Equipment**”)

The Service Provider must provide preventative regular maintenance of the Equipment and coordinate the repair and/or replacement if needed. The maintenance services, described below, are to be carried out in strict accordance with the manufacturer’s recommendations. All Equipment and related inventory are recorded on the inventory list (the “**Catering Inventory**”). The Catering Inventory can be consulted in Annex 7 to the RfP document.

All maintenance services regarding the Catering Equipment and the Catering Facilities assets described in this Section 3.1.3 will be covered within the annual total lump sum for the Maintenance Services.

Maintenance costs of the Catering Tableware are exhaustively covered by respective fees for Canteen Services and Kitchenette Services. The Service Provider will not be entitled to any additional remuneration for maintenance of the Catering Tableware described in this Section 3.1.3 either under the annual total lump sum for the Maintenance Services or otherwise.

All new Catering Equipment assets installed by the Service Provider will automatically become the responsibility of the Service Provider in terms of maintenance, repairs and warranty matters.

The fee for maintaining any Catering Equipment asset which is a duplicate of a Catering Equipment asset already contained in the Catering Equipment will be priced at the same price as contained in the Catering Inventory list. If a new Catering Equipment asset is required and it is not already included in the Catering Inventory List, the Service Provider will provide the ESM with an offer detailing the fee for maintenance of that asset. If the ESM approves the fee, the Service Provider will include this in the Catering Equipment assets overview.

In the event the addition or removal of the Catering Equipment assets from the Catering Inventory List cumulatively results in a deviation of greater than 5 % (plus or minus) to the maintenance price for the total number of assets to be serviced in comparison to the maintenance price for the total number of assets in place on the commencement of the Contract, the annual lump sum for the Maintenance Services will be adapted accordingly by mutual agreement in writing between the authorised representatives of the Parties. For the avoidance of doubt, if the deviation in the value of the maintenance price of the total number of assets is less than 5% (plus or minus), there will be no change to the annual lump sum for the Maintenance Services, yet the Service Provider will still be responsible for maintaining all assets falling into the scope of the Catering Equipment. It is the responsibility of the Service Provider to record all new/additional assets added to the Asset List and to report these additions in the monthly reports and meetings as well as the % change of the total annual lump sum. As soon as the deviation of the 5% of the total annual lump sum is reached, the Site supervisor will inform the ESM in the next planned monthly meeting and confirm the need to increase the total annual lump sum.

The Service Provider will be responsible for the professional cleaning of the Catering Facilities and the Equipment, including but not limited to:

- Floor, walls, ceilings;
- Fixtures and fittings;
- Ventilation hoods;
- Storage, preparation and cooking equipment;
- Light kitchen utensils and equipment;
- Dishwasher, glass wash and utensil wash equipment, including the conveyor belt in the Canteen;
- Kitchen, serving and dining utensils;
- Coffee machines
- Scullery and service area; and
- Inside and terrace restaurant tables.

The Service Provider will ensure the security of all Equipment under its control. The Service Provider will be liable for all loss of, or damage to the Catering Facilities and the Equipment (excluding fair wear and tear), unless such loss or damage was caused by the ESM or any other party the ESM is responsible for. The Service Provider will inform the ESM responsible person immediately upon becoming aware



of any defects appearing in, or losses or damage occurring to, the Catering Facilities and/or the Equipment via the Ticketing Tool. If ad-hoc repairs are required for the Equipment, the Service Provider will inform the ESM via the Ticketing Tool of the nature of the work to be performed and such repairs will be ordered as an ad-hoc purchase in accordance with section 3.2.3 of this Terms of Reference.

The Service Provider will assess the status of the Equipment and include in the annual report any recommendations for maintenance, replacement and/or upgrade of the Equipment requirements for the forthcoming contract year with an estimate of associated costs.

The Service Provider will report immediately to the ESM via the ESM's Ticketing Tool (as defined in Section 6.2) or via e-mail to the ESM responsible person if they consider the Catering Facilities and/or Equipment to be defective beyond repair or not performing to the required standards.

The Service Provider will provide the ESM responsible person with a yearly maintenance schedule for all Catering Equipment and Kitchenette Equipment. In addition, the Service Provider will keep a warranty record (where applicable) for all Catering Equipment and Kitchenette Equipment and will document any interventions performed. The ESM will share a template with the selected candidate on recording maintenance, warranties and interventions.

Evidence of the maintenance services (per the required schedule) has to be regularly presented to the ESM responsible person by providing monthly reports of the maintenance performed during the elapsed month (as part of the overall monthly reporting), and an annual maintenance report.

The maintenance services include all measures that are required to maintain the Catering Equipment and Kitchenette Equipment in an operational state and to avoid any interruption or interference with regard to the use of the Catering Equipment and Kitchenette Equipment. Maintenance services include regular inspection of the Catering Equipment and Kitchenette Equipment.

The Service Provider will also arrange for the removal and recycling of the grease used in relation to the Catering Equipment ("**Degreasing**") in accordance with volume and requirements but not less than quarterly or as otherwise agreed with the ESM. Degreasing includes all measures required to maintain the relevant Catering Equipment in an operational state and to avoid any interruption, interference or disturbance to, the use of same, other Catering Equipment, or to the ESM, including the spread of the unpleasant fumes in the ESM Building. These activities must be scheduled no later than 06:30 a.m. during working days. All legal regulations and requirements must be complied with in respect of the Degreasing.

At least four (4) times per year, the Service Provider will perform a deep clean of all the Catering Equipment and Kitchenette Equipment assets and the area it is installed in as described above.

In respect of cleaning, the Service Provider must comply with all legal regulations and requirements. Where allowed by legal regulations, all other areas i.e., dining area, Kitchenettes, staff room, changing rooms, recycling units, etc. will be cleaned by the ESM or its relevant third-party provider, with whom the Service Provider has to coordinate the cleaning process and timing.

The Service Provider will be responsible for the maintenance of all other equipment and material required for the Catering Services (the "**Catering Tableware**"). The Catering Tableware includes, but is not limited to, the following:

- Tableware;
- Pans, pots, etc.;
- Salt and pepper pots;
- Trays; and

- Coffee cups.

3.1.4 Waste management and pest control services

Waste management

The Service Provider will be responsible for professional waste separation and disposal regarding the services. The Service Provider will define a waste collection and transportation schedule in line with the specific needs of the ESM and will specify the types, sizes, and quantities of waste containers required for different waste streams as well as anything else required for the execution of the services (all materials, equipment and tools required for the execution of the services).

The Service Provider will ensure compliance with Luxembourg waste regulations. The ESM has been annually certified with SDK label. The Service Provider will ensure full compliance with SDK requirements.

The Service Provider will provide comprehensive reporting. This should include but is not limited to detailed waste statistics and reporting on waste streams, volumes, recycling rates. The Service Provider will report on a quarterly basis (see Section 9) as part of the regular reporting meetings (see Section 10) and provide an overview of quantities of all types of waste up-to-date. The Service Provider will provide an annual report detailing various waste statistics as described above. The Service Provider may be required to provide reports on an ad-hoc basis.

The costs for the waste disposal are paid by the ESM.

Pest control

The Service Provider will supply the ESM with pest control Services for its kitchen facilities, to control and/or eradicate all forms of pests, to include but not to be limited to:

- Rats;
- Mice;
- Birds;
- Wasps;
- Cockroaches;
- Fleas/Bugs; and
- All other unidentified infestations.

The Service Provider will make a regular visit to all kitchen areas to check traps/bait for signs of pest activity.

The Service Provider will remove and replace any traps/bait activated to dispose of any vermin in the most appropriate manner and in line with any applicable regulations. All baits and traps must comply with all applicable laws and regulations. If requested, the Service Provider must provide Material Safety Data Sheets (MSDS) for the products used to the ESM. Products must be safe for use around humans. Should there be any warnings for such use, and the product is used in the areas accessible by staff, the Service Provider must inform ESM responsible person ahead of the use of such product.

The Service Provider will submit a detailed report to the responsible ESM staff member, detailing any activity concerning pests and advice on specific actions to be taken.

Record keeping of pest control Services:

- The Service Provider will be responsible for holding a full detailed log of bait and traps etc., and maintain an up-to-date floor plan, indicating exact locations of such bait, traps etc. Copies will be provided as part of the regular (monthly, quarterly, annual) reporting to the ESM.
- Records of visits and reports will be maintained and made available for inspection by the ESM as deemed necessary and requested by the ESM.
- Monthly, quarterly, annual status report will be provided by the Service Provider and made available to the ESM at relevant monthly meetings.

3.2 On-demand Services

3.2.1 Hospitality services

The Service Provider will be required to provide food and beverages for various types of events in the ESM (“**Hospitality Services**”). Generally, Hospitality Services are required between 8am and 6pm (the “**Business Hours**”), but occasionally will be required outside of these hours, e.g., conferences and events may take place after 6pm.

Hospitality Services will be ordered in advance by the ESM and will generally be required for **Meetings and Business Lunches, Formal Events, Company Team Events, and Private Events** (meals, beverages, snacks, buffet options, etc.) and will involve both the preparation and the service of the food. The variety required will be different from that required for the Canteen Services.

a) Meetings and Business Lunches

Hospitality Services for meetings and business lunches (“**Meetings and Business Lunches**”) cover the provision of hot and cold drinks, biscuits, light snacks, sandwiches, and meals. The exact requirement will depend on the type of meeting.

The Service Provider will provide all other items for Hospitality Services for Meetings and Business Lunches. The catering attendant (as further described in Section 5 below) will serve the items required for the Hospitality Services in the ground floor area and occasionally elsewhere in the ESM Building, when requested by the ESM.

The Service Provider will provide at least three (3) menu options for Meetings and Business Lunches (the “**Executive Meeting Menu**”). The ESM and the successful Candidate will agree on the final Executive Meeting Menu during the Start-Up Phase of the Contract (as per Section 4). In the event the ESM opts to change the agreed Executive Meeting Menu during the course of the Contract, prices may be adapted accordingly. The ESM may occasionally opt to order items that are not on the Executive Meeting Menu, in which case, the Service Provider will provide the ESM with a quote for the requested substitutions.

The Executive Meeting Menu could include the following sample options:

- Breakfast (eggs, bacon, pancakes, etc.);
- Vegetables with dips (finger food);
- Snacks (cookies, pastries, sandwiches);
- Fruits (ready-to-eat, must not be needed to peel); and
- 3 course menu (starter, main course, dessert).

The Executive Meetings Menu will at least include vegetarian, healthy, meat, fish, and pasta options.

b) Formal Events:

Hospitality Services for formal events will be required on an ad-hoc basis for conferences, day, evening, and annual events (“**Formal Events**”). As indicated in Section 3.3 below, such Formal Events may vary from 10 to 15 per year and can have a total amount of participants between 20 and 200 each. The anticipated requirement is for canapés, small sandwiches, salades en verrine, buffet etc. with non-alcoholic and alcoholic beverages (e.g., wine). The Service Provider will be required to provide the ESM with (3) three menus per each type as indicated below (the “**Event Menu Categories**”) for Formal Events (the “**Event Menu(s)**”):

- “Standard Event Menu”
- “Superior Event Menu”; and
- “Deluxe Event Menu”

Each Event Menu will include a buffet style option for breakfast lunch and dinner, and three separate three-course meal options for lunch and dinner. During the Start-Up Phase, the ESM and the successful Candidate will agree on one (1) final Event Menu covering all Event Menu Categories (the “**Complete Event Menu**”). The Complete Event Menu will at least include vegetarian, healthy, meat, fish, and pasta options. The ESM may occasionally opt to order items that are not on the Complete Event Menu, in which case, the Service Provider will provide the ESM with a quote for the requested substitutions.

c) Company Team Events:

From time to time, the ESM staff members may organise team and departmental events in the Canteen (the “**Company Team Events**”). In such cases, the Service Provider may be asked to provide drinks (beer, wine, champagne, etc.) and catering (finger food, pastries, etc.).

d) Private Events:

Occasionally, the ESM staff members may organise private events e.g., farewells, informal team gatherings, birthday drinks, etc. in the ESM Building (the “**Private Events**”). In such cases, the Service Provider may be asked to provide drinks (beer, wine, champagne, etc.) and catering (finger food, pastries, etc.).

3.2.2 Hospitality Services general requirements and ordering

All menus for Hospitality Services will be provided in digital format and show a picture of the food/meal and the associated allergens and calories, in excel format.

All requests for Hospitality Services (excluding Private Events) will be submitted to the Service Provider via the Ticketing Tool. All Hospitality options will be listed in a single document, in accordance with the ESM requirements, with pricing and allergens. The ESM will use this document when requesting Hospitality Services (excluding Hospitality Services for Private Events and Company Team Events) to indicate their requirements.

The ESM reserves the right to source Hospitality Services from an alternate provider if it determines, in its sole discretion that an alternate provider is required or where the Service Provider is unable to meet the ESM’s requirements.

The Service Provider will provide Hospitality Services for Meetings and Business Lunches on receipt of a request from the ESM via the Ticketing Tool. The Service Provider will provide Hospitality Services for Meetings and Business Lunches as and when requested, as long as requests are sent at least 2

business days in advance. Should the request be sent with less advance notice, the Service Provider should immediately notify the ESM responsible person and the requestor via the Ticketing Tool in case such request cannot be met. Should there be any other case when request cannot be met, the Service Provider is required to immediately inform the ESM responsible person.

If the ESM requires Hospitality Services for Formal Events or Company Team Events, the relevant ESM member of staff will request a quote from the Service Provider via the Ticketing Tool or via email. The Service Provider will provide a quote as requested within three (3) Business Days of the initial request via the Ticketing Tool or via email. If the ESM wishes to proceed with purchasing Hospitality Services for the Formal Event or Company Team Event(s), the ESM will issue the Service Provider with a Release Order (as defined in the Contract). The Service Provider may only provide Hospitality Services for Formal Events or Company Team Events following the receipt of the Release Order from the ESM.

If a member of staff requires Hospitality Services for a Private Event, the relevant ESM member of staff will request a quote from the Service Provider. If the ESM member of staff confirms to the Service Provider (in writing, including via email) that they wish to proceed with the quote, the Service Provider will invoice that ESM member of staff directly. The ESM will not be responsible for the payment of any fees related to Private Events.

3.2.3 Ad-hoc purchases

Ad-hoc purchases could consist of the following:

- Equipment;
- Small catering related consumables;
- Repairs;
- Catering Tableware; and
- Additional catering resources (e.g., kitchen staff).

In addition, in certain circumstances, the ESM may opt to lease an equipment rather than purchasing it.

All ad-hoc purchases will be ordered by the ESM separately. Requests for ad-hoc purchases must be executed in writing, via the Ticketing Tool by the FM Team. The Service Provider will provide the ESM with an offer for the ad-hoc purchase requested (excluding additional catering resources) within five (5) Business Days via the Ticketing Tool.

The Service Provider will provide additional catering resources as and when requested, including, for the avoidance of doubt, on the next Business Day following the request. If the ESM decides to proceed with the offer, the FM responsible person will provide the Service Provider with a Release Order describing the request.

For the avoidance of doubt, all new Equipment and/or Catering Tableware that is purchased from the Service Provider will be maintained and repaired by the Service Provider.

3.3 Estimated volume

Since the Covid-19 outbreak, the ESM has shifted to a hybrid working mode.

On average, the ESM has 140 people on-site per day. The whole workforce consists of about 40 nationalities. The number of people for breakfast at the Canteen is expected to be around 10-15



people per day. The number of people for lunch at the Canteen is expected to be around 80-100 people per day.

Below is an estimate of the average number of requests per day/month/year per type of services:

Daily meetings with refreshment requests/Day	2 to 3 +
Executive meetings with catering requests/Month	8 to 12 +
Events with catering requests /Year	10 to 15 +
Daily coffee cups	150

3.4 Cost model

As per the information provided in Section 3.3 above, on average the ESM has 140 people on site per day and an average of 80-100 meals per day are purchased from the Canteen.

All prices for food (including menu items) and beverages are set by the ESM, so individuals will pay a fixed price for these. The ESM may change the prices payable by individuals during the Contract. The price difference between the fees payable to the Service Provider for these items and the fixed price paid by the ESM staff members for these items, if any, will be paid for by the ESM.

The ESM guarantees a minimum purchase of 50 meals per day (the “**Minimum Meal Purchase**”), e.g., if the Service Provider sells only 40 meals in one day, 10 meals will be paid for directly by the ESM at the fee for the Dish of the Day (meat/fish) indicated in the financial offer.

All other costs related to the provision of the Services will be covered by the products sold.

For all Services described in the Terms of Reference, each Candidate will submit a financial proposal as per Annex 4 of the Request for Proposal: *Commercial Response Annex*.

The successful candidate to which the Contract will be awarded will be entitled to request a price indexation as set forth in Article 4.5 of Annex 5 of the Request for Proposal: *ESM Draft Agreement*.

4. Start-up Phase and Handover

Upon award of the Contract to the Service Provider, the Service Provider will manage the transition of the Services from the incumbent catering services provider to the Service Provider in order for the Service Provider to commence the provision of the Services (the “**Start-Up Phase**”). The Start-Up Phase must be completed within one month of the effective date of the Contract. During the Start-Up Phase, the previous/current provider will continue to be responsible for delivering the Services.

As part of the Start-Up Phase, the Service Provider will be required to perform the following non-exhaustive list of tasks (the “**Start-up Services**”):

- Appoint the Account manager for all related catering activities in the context of these specifications;
- Organise a walk-through with the incumbent catering services provider to get a proper understanding of the space, equipment, workflow, and any related issues;
- Set up an independent quality management system including checklists for quality measurement within the Start-Up Phase, which must be fully implemented in accordance with the requirements or criteria described by the ESM;



- Collaborate with and support the designated ESM responsible person (i.e., to organise, prepare and moderate catering related meetings, deliver requested input, etc.);
- Set up all organisational and workflow related procedures for the smooth transition (implement catering requirements into POS-System, specify meeting room workflow, elaborate interfaces, training of personnel, etc.);
- Verify and approve provided quantities (together with the ESM) for catering related inventory e.g., the Equipment;
- Allocate appropriate and sufficient personnel, equipment, activities, and an action plan (incl. the reporting, meeting setup, KPI evaluation, annual forecast, guided tour) for the proper provision of Services; the Key Personnel must be approved by the ESM during the start-up phase.
- Adapt the Services to the ESM procedures and manuals and provide recommendations to the ESM for possible improvements;
- Execute, if needed, the replacement of the Equipment, e.g., its installation, in coordination with the incumbent catering services provider to ensure uninterrupted provision of catering services.
- Raise any concerns and/or recommendations for improvements.

As soon as the relevant tasks described above have been completed, the Service Provider will inform the ESM to start the approval of the Start-Up Phase (the “**Handover**”). Together with the Service Provider, the ESM will check the fulfilment of the tasks and approve the Start-Up Phase or demand the correct fulfilment of the incomplete tasks by the Service Provider. When the Handover is accepted by the ESM in writing (including via email), the Service Provider will be responsible for providing the Services.

The Service Provider will be responsible for the handover of the Services to the subsequent catering services provider (if different) in the last month of the Contract’s term.

Transfer of Undertakings

The Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour. For more information, please refer to Article 4.9 of the RFP.

At present, there are 5 staff involved in the provision of the Services.

5. Company and Personnel Requirements

5.1 Company requirements

The ESM seeks to enhance its environmental social and governance (ESG) practices on an ongoing basis. In this context the ESM implements measures to enhance its environmental and social and governance profile and to align with best practices. These measures may also be implemented in the context of the Services - in particular regarding the environmental impact. Such measures may include but are not limited to: obtaining best practice certifications, voluntary disclosures and reporting, the removal of single-use plastics in all catering, sourcing local foods and other initiatives to reduce the environmental impact of operations relating to the ESM Canteen services.

Considering the above ESG initiative, the Service Provider must ensure the following qualitative aspects:

- Promote the use of products which they have the following certifications: EU organic certification, Marque nationale, Bio-Lëtzebuerg, Demeter, Naturschutz Fleisch, Produit du terroir, Lëtzebuerger Gromperen, Produit du Terroir - Lëtzebuerger Wees, Miel a Brout, or equivalent;
- Increase plant-based foods in menu offerings;
- Restrict use of refined oils and fats to a realistic minimum (if used, they have to be explained in the concept and indicated next to the offered products);
- Restrict use of additives such as colours, preservatives, antioxidants, sweeteners, flavour enhancers, emulsifiers, stabilisers, thickeners etc. to a realistic minimum;
- Use a high proportion of seasonal and regional (Benelux) meat, vegetables and fruits (except for exotic fruits such as bananas, oranges etc.);
- Describe the origin of ingredients and products;
- Use of fresh products; in case of pre-prepared products, freshness has to be ensured;
- If pre-prepared products are used, details have to be specified (manufacturing, transport, storage, any sub-contractors etc.);
- Clients of the Canteen shall be able to easily identify healthy products and meals (e.g., with colour codes);
- Individual dishes shall list their contents with respect to quantities of sugar, fat, calories, and additives;
- removal of single-use plastics in all Services;
- Use of reusable products; and
- Use of organic cleaning agents.

Should the ESM decide to implement EMAS approach or pursue EMAS certifications (or equivalent) during the term of the Contract, the Service Provider will contribute to the establishment of measures/goals and will ensure compliance with proposed measures.

5.2 General personnel minimum requirements

Based on the Service requirements, the Service Provider has to estimate the number of necessary personnel required to perform the Services but no less than 5 staff members.

The Service Provider will provide a selected team composed by Key Personnel and all the staff considered necessary for the provision of the Services to the ESM. The **'Key Personnel'** are the chef, the catering attendant, and the chef's assistants.

All staff members (Key Personnel and additional staff) will possess individually the following minimum requirements (non-exhaustive):

- Be fully capable of performing the duties described in these specifications;
- Be presentable, with clean and pressed uniforms;
- Be helpful and courteous and able to work under pressure;
- Be able to multitask;
- Have good communication skills;
- Be capable of ensuring hygiene guidelines;
- Have experience in hospitality and food handling.

The Key Personnel must have a good level of spoken and written English. The Key Personnel are expected to be individuals with excellent motivational and communication skills and to have knowledge of foreign cultures and cuisines taking into account the multicultural background of staff working at the ESM.



The Service Provider will provide experienced and qualified staff for the provision of the Services. The Service Provider will ensure that all staff providing the Services to the ESM will be adequately skilled, qualified, medically fit, and trained for the tasks they are to perform.

All staff must be in possession of all necessary certifications in connection with handling of food and beverages, as well as in relation to other tasks to be assigned as part of the provision of the Services.

The Service Provider will ensure at all times the diligent, and proper execution of the Services by its staff.

The uniforms for the staff of the Service Provider will be provided by the Service Provider for the performance of the Services and will depict the Service Provider's company name. The ESM reserves the right to choose colours and materials.

The Service Provider has to provide its staff with suitable and appropriate personal protective equipment and ensure that suitable first aid facilities are provided to the Service Provider's staff.

Every Service Provider's staff member, including new staff members, if any, referred to further in this Section 5.2, must have clean police track record and first-aid training. It is responsibility of the Service Provider to ensure this compliance. Upon the request of the ESM and to the extent allowed by legal regulations, the Service Provider will provide full details of the previous employment, police clearance certificates and applicable training and qualification records of the Service Provider staff assigned to work at the ESM premises as well as copies of ID.

Staff replacement

The Service Provider will ensure that Key Personnel will be substituted only in exceptional cases and based on the ESM prior agreement.

In case of Key Personnel's replacements, the Service Provider will ensure that all new staff members receive an appropriate theoretical and practical introduction, which has to be conducted by the Service Provider without using any ESM resources.

The Service Provider will immediately advise the ESM should it propose to replace any member of the Key Personnel. The ESM will have the right to assess and interview the candidate.

In case of sickness, holidays, maternity/paternity leave and other absences of any of the Service Provider's personnel, the Service Provider will provide a replacement on the first day of absence. Such substitutions will be in all respects at the expense of the Service Provider and substitutes will be no less experienced or qualified than the personnel being replaced.

The Service Provider will also ensure that the holidays taken by the Key Personnel do not coincide at any time.

If in the opinion of the ESM any of member the Service Provider's staff is incapable of carrying out his/her duties; are unsuitable to provide the Services for whatever reason (including, but not limited to justified complaints from the Canteen users); or have materially failed to carry out his/her duties, the ESM may, at its sole discretion, require that the Service Provider replace such staff member.

Upon receipt of such request, and in agreement with the ESM responsible person, the Service Provider will substitute the staff member with a satisfactory replacement to perform the relevant tasks within a reasonable time but taking no longer than 1 (one) month. The costs of such replacement will be at



the Service Provider expense and the substitute will be no less experienced or qualified than the staff member being replaced.

Upon award of the Contract, the Service Provider will deliver to the ESM responsible person a list of all names of the Service Provider personnel, including the replacement personnel.

The Service Provider is responsible to ensure continuity of Services by providing temporary replacement for personnel, during their leave or inability to perform, as needed.

5.3 Specific personnel minimum requirements and role assignments

In addition to the general personnel minimum requirements for service providers' staff working on the ESM premises, in the context of the Services, the following specific personnel minimum requirements have to be complied with:

a) Kitchen staff

- The personnel will be responsible for the Equipment and competent in its operation;
- Ability to work in a team and deal with conflicts;
- Minimum two (2) years of work experience.

b) Account manager

The account manager will speak English fluently and have a good command of written English. The Account Manager will have good leadership and communication skills. The account manager responsibilities will include, but are not limited to, the following:

- Oversee the execution of the Contract, including the start of the Services and implementation/ Start-Up Phase of the Contract (including any subcontractor services);
- Be on-site at least 4hrs per week to oversee the Services and provide support to the Key Personnel and the ESM service manager;
- Monitor the provision of the Services and ensure compliance with the SLS's (Service level Specifications);
- Provide and analyse information management and catering sales figures;
- Act as a key management contact for the ESM;
- Prepare monthly, annual reports and ad-hoc reports, if necessary;
- Advise on results of data analysis, trends and industry developments to identify additional cost savings;
- Agree and review any additional key performance indicators ("KPI"), monitoring existing KPIs;
- Agree and review any changes to the defined SLS;
- Oversee the development of the relationship between the Service Provider and the ESM;
- Work on continuous improvement initiatives;
- Acts as the primary point of contact on behalf of subcontractors;
- Work with the ESM responsible contact person on any Contract related matters; negotiate and prepare input for Release Orders/amendments;
- Create, amend, review and agree contract financial proposals, where required;
- Attend monthly and annual meetings.

c) Chef

The chef will speak English fluently and have a good command of written English. The chef will have completed recognised training as a chef to become a restaurant specialist and a catering specialist or

have comparable domestic or foreign training. The chef will have a minimum of five (5) years of work experience, evidenced by a reference. The chef's responsibilities will include but are not limited to, the following:

- Coordination of the entire kitchen area to ensure a seamless workflow;
- Motivating others and leading personnel;
- Creativity in menu creation, taking into account the nutritional requirements.

d) Catering attendant

The catering attendant will speak English fluently and have a good command of written English. The catering attendant will have done an apprenticeship as catering attendant or in gastronomy and will have a minimum of two (2) years of experience as a catering attendant, including food services. The catering attendant responsibilities will include, but are not limited to, the following:

- Serve high level business lunches in the ESM Premises;
- Manage and serve meeting rooms and meet catering requests;
- Support the Service Provider in other matters, including:
 - o Vending machines;
 - o Additional tasks supporting the Service Provider during breakfast and lunchtime;
 - o Distributing milk, tea, sugar, etc.;
 - o Refilling coffee machines; and
 - o Other tasks.

6. Technical Requirements

6.1 Point of sale equipment (POS-system)

A "Point of Sale" system (the "POSS") has to be implemented in order to connect all food and beverages sales points, i.e., all vending machines, cash desks etc. must be connected to a central system.

Specific features of the POSS must include:

- Interface of the system with the existing ESM employee badges (Interflex RFID);
- Purchasing via the ESM employee badge;
- Wireless integration of vending machines;
- When paying with their badge/debit/credit card/cash at the Canteen, each individual will get a receipt. This receipt must be absolutely transparent;
- The payment system has to be usable by any replacement provider;
- Provide three types of payment methods: individuals will pay with their employee badge (RFID chip) or cash (except at the vending machines), or debit/credit card; and
- There must be minimum one loading station for the badges; loadable with cash and credit card.
- Preferably, the ESM would like the Service Provider to propose a solution e.g., an iPhone application which allows to charge the ESM employee badges online with a credit/debit card. This application should also display the daily menu, the food allergens, and allow customers to provide their feedback for the daily menu. The application should also provide reports and statistics. Optionally, if application is not available, a website with these features may be offered.

The Service Provider will be responsible for accounting and transparent invoicing.

6.2 Ticketing tool

The ESM has an internal ticketing system (the “**Ticketing Tool**”). The Service Provider will get access to this system, in order to be able to receive tickets, provide updates to the ESM, as well as raise tickets for the Services related to operational issues, services requests and complaints.

The Service Provider staff will use the Ticketing Tool to work on requests/incidents/complaints related to all Services. Examples include but are not limited to requests for business lunches, catering for events, malfunctions of equipment, repair and replacement of equipment, purchasing of new equipment, requesting additional staff, canteen balance, vending machines, etc.

Access to the Ticketing System will be provided by the ESM. The Service Provider will not be compensated for any time required for training and induction courses for this system.

The main tasks for the Service Provider in the Ticketing Tool include the following non-exhaustive list of tasks:

- Review tickets:
 - On a daily basis review incoming tickets
- Accept tickets:
 - Accept assigned tickets
 - The Service Provider will accept and respond to each ticket raised in the Ticketing Tool in accordance with the following ticket response times (the “**Ticket Response Times**”):
 - the same day the relevant ticket is raised provided such ticket is raised on a Business Day before 3:30pm; and
 - the next Business Day if a ticket is raised after 3:30pm or on a day that is not a Business Day.
 - Unless pre-defined, indicate in the response to the ticket when the relevant Service and/or incident/complaint can be performed and/or resolved, as applicable, and will agree on a date for delivery/resolution with the ESM responsible person and/or the Service requestor (the “**Agreed Date**”). The Agreed Date will be specified in the Ticketing Tool for each ticket. The Service Provider and the ESM will consider the relevant timelines for the provision of the Services and quotes for the Services as prescribed in this Terms of Reference, when determining the Agreed Date.
- Follow-up on due dates:
 - On a daily basis follow-up on tickets due dates to ensure timely resolution.
- Follow-up on status with the FM responsible:
 - Ensure that the status of a ticket is clearly communicated with the FM responsible, e.g., when the work will be completed, what is the current progress of the work, etc. at least once per week and when required.
- Finish tickets:
 - Upon resolution of tickets, finish tickets and indicate in the response to the ticket to the FM responsible that the work has been completed.

During regular meetings (as defined in section 10), the FM responsible and the Service Provider will review the finished tickets and the FM responsible will determine whether the ticket can be closed as complete or further action is required.

7. Quality Assurance, Certifications and Service Level Requirements

7.1 Quality assurance

The quality of food, beverages, and catering goods purchased for the provision of the Services will be of a good commercial quality. The Service Provider will implement quality control procedures for all incoming food and beverages, and catering goods to ensure that they are within the stated expiry date and free from damage and pest infestation.

The Service Provider will ensure that all food and beverages, and catering goods are handled, stored, prepared and cooked (as applicable) appropriately, and that procedures are in place to ensure they are kept at the requisite temperature at all times including but not limited to storage prior to preparation, during cooking, during transfer and at the point of service.

The Service Provider will be responsible for ordering, receiving, and storing all goods required for the Services, as well as for the related quality checks. This includes all Equipment and miscellaneous products required for the Services.

All the purchases related to the food, equipment or tools necessary to perform the Services must be managed in accordance with the relevant regulations. Product quality has to be continually audited in line with hygiene and other regulations.

Food must be served at the optimal temperature, and in the optimal condition at all times, i.e. temperature of the meals must be maintained and freshness guaranteed. For example, hot meals must be kept in containers which maintain the heat, ice cream and deserts that can melt must be kept in the coolers/freezers, wine must be stored and served with the optimal temperature, etc.

All legal requirements must be fulfilled by the Service Provider.

Apart from continuous hygiene controls on the part of the Service Provider, unannounced internal and external inspections can be conducted on behalf of the ESM.

The Service Provider must maintain and keep up-to-date health and safety records and upon request to make these available for inspection by the ESM and/or authorities and/or anyone else if required by applicable law.

7.2 Certifications and H&S matters

The Service Provider is subject to both ISO 9001 and ISO 14001 standards.

The Service Provider will develop a site-specific health, safety, and hygiene policy (the “**HSH Policy**”). The HSH Policy will include control measures to ensure the selection of high-quality and microbiologically safe raw materials by the Service Provider to be used for the preparation of any of the consumed food. In addition, risk assessments and method statements detailing the Services will be prepared by the Service Provider for all activities carried out at the ESM premises and submitted for review to the ESM responsible person as part of the HSH Policy.

The HSH Policy must include the following non-exhaustive list of health, safety and hygiene documents:

- Contact list;
- Method statement;
- Risk assessment;
- Control of Substances hazardous to Health (COSHH), and
- Hazard Analysis Critical Control Point (HACCP).

The Service Provider personnel will maintain proper standard of food safety, personal hygiene and personal apparel, in accordance with the applicable quality standards and the HSH Policy at all times while on the ESM premises in accordance with the Service Level Requirements.

8. Key Performance Indicators and Bonus Malus Rule

The Service Provider must adhere to the Key Performance Indicators as provided in Annex 6 of the Request for Proposal: *KPIs*. The KPIs will be used to monitor performance against the Contract, and include but are not limited to the following:

- Menu plan preparation;
- Health and safety audits;
- Equipment hygiene audits;
- Maintenance plan;
- Number of complaints;
- Response and resolution to tickets;
- Contract management.

KPIs may be subject to change, upon mutual agreement. Any amendment to the KPIs and/or associated thresholds must be in writing and agreed by the authorised representatives of the Parties. For the avoidance of doubt, the ESM will not be under any obligation to agree to any changes to the KPIs or associated performance thresholds. The Service Provider's performance for each KPI will be measured against set criteria (the "**Criteria**"). The resulting score will meet one of the following performance thresholds (the "**Performance Thresholds**"):

- **Bonus:** If the Service Provider's score for a KPI meets the Performance Threshold 'Bonus', this may result in a bonus payment becoming payable to the Service Provider by the ESM;
- **Tolerance:** If the Service Provider's score for a KPI meets the Performance Threshold 'Tolerance', there will be no impact on the fees payable; and
- **Malus:** If the Service Provider's score for a KPI meets the Performance Threshold 'Malus', this will result in a service credit becoming payable to the ESM by the Service Provider, by way of a reduction in the fees or otherwise.

The KPI's will be evaluated on a monthly basis for the applicable Measurement Period by completing the excel tool provided in Annex 6 of the Request for Proposal: *KPIs*. The monthly evaluations will result in a percentage score for each evaluated KPI which will correspond to a Performance Threshold. The percentage achievable by the Service Provider for the Malus Performance Threshold is weighted as indicated in Annex 6 of the Request for Proposal: *KPIs*.

The total percentages achieved by the Service Provider against the Bonus Performance Thresholds or the Malus Performance Thresholds, as applicable, will be calculated against the total monthly fee payable by the ESM to the Service Provider for all Services excluding the ad-hoc purchases, resulting in a fixed monetary amount for the Bonus Performance Threshold (the "**Bonus Amount**") or the Malus Performance Threshold (the "**Malus Amount**"). The Service Provider will provide the total monthly fee payable by the ESM to the Service Provider for all Services excluding the ad-hoc purchases for the purposes of the evaluation.

The Bonus Performance Threshold is applicable only to the KPIs for 'Menu plan preparation', 'Maintenance plan', 'Number of complaints', and 'Response and resolution to tickets'. In order for a Bonus Amount to apply in any given month, the Service Provider:

- Must not have more than one (1) KPI with a score that meets the Malus Performance Threshold; and

- Must achieve a score that meets the Bonus Performance Threshold for all the following: ‘Menu plan preparation’ KPI, ‘Maintenance plan’ KPI, ‘Number of complaints’ KPI and ‘Response and resolution to tickets’ KPI.

For the avoidance of doubt, this means that a Bonus Amount will not apply in any month where the Service Provider meets the Malus Performance Threshold for more than one (1) KPI.

Neither the Bonus Amount, nor the Malus Amount are payable monthly. At the end of each evaluation period, the Service Provider will:

- 1) Add together all of the monthly Bonus Amounts to achieve the total annual Bonus Amount payable to the Service Provider (the “**Annual Bonus Amount**”). The ESM will pay the Annual Bonus Amount to the Service Provider, and the Service Provider warrants and represents that it will pay the Annual Bonus Amount to the personnel directly involved in the provision of the Services who provide the Services onsite at the ESM premises (the “**Designated Recipients**”). An authorised representative of the Service Provider will provide annual written confirmation that the Annual Bonus Amount has been paid to the Designated Recipients.
- 2) Add together all of the monthly Malus Amounts to achieve the total annual Malus Amount payable to the ESM (the “**Annual Malus Amount**”). The total Annual Malus Amount payable by the Service Provider to the ESM will be capped at 5% of the total annual fees paid by the ESM to the Service Provider. The Service Provider must not pass on the cost of the Annual Malus Amount to its personnel.

The Annual Malus Amount and the Annual Bonus Amount are evaluated independently, and the Service Provider must not offset one value against the other.

The Service Provider must submit all documents required to perform the monthly evaluation of the KPIs at least five (5) Business Days in advance of the monthly evaluation meeting. The Service Provider will report all breaches of the KPIs to the ESM. The ESM will review all documentation submitted by the Service Provider and will share with the Service Provider its remarks, if any, prior to or during the monthly evaluation meeting. The ESM will evaluate the Service Provider’s performance against the KPI’s. The result of the Bonus-Malus evaluation of the KPIs will be discussed by the Service Provider and the ESM at the monthly meeting.

The annual evaluation meeting to assess the Service Provider’s performance against the KPIs will take place no later than 28 February each year on a date to be mutually agreed between the parties via email. The annual evaluation will take into account the preceding calendar year (January to December) and for the first annual evaluation, the period from the Contract start date to December (the “**Evaluation Period**”). During the last calendar year of the Contract, the final annual evaluation will take place in the final month of the Contract and take into account all calendar months in that period excluding the final month of the Contract (i.e., 01 January – 1 month prior to the Contract expiry or termination date as applicable). The Service Provider will pay the Annual Malus Amount, if any, within 30 Business Days of the annual evaluation meeting. The Service Provider will invoice the Annual Bonus Amount within 30 Business Days of the annual evaluation meeting.

An example of the bonus-malus rule can be found in Annex 6 of the Request for Proposal: *KPIs*.

9. Reporting and Document Filing

Regular reporting will be mandatory across all Services. Reports may be required for legal or regulatory compliance matters, quality, contract performance, or operational monitoring, (e.g., number and types of meals sold, equipment maintenance, waste management data, etc.), as well budget and cost information for subsidy forecasts etc.

The Service Provider will submit monthly and annual reports in English. All reports must be submitted prior to the scheduled meetings or deadlines, as follows:

- Ad-hock reports: at least five (5) Business Days before the scheduled meeting/deadline;
- Monthly reports: two (2) weeks prior to a scheduled meeting/deadline, but no later than 15th of the following month;
- Annual reports: one (1) month prior to the scheduled meeting date.

Ad-hoc reports must be created, if required. The Service Provider will be granted access to a dedicated workspace on the FM Team SharePoint Portal where these reports and any documentation related to the Service Provider will be stored and exchanged between the Service Provider and the ESM. Documents must be uploaded as editable versions and, if approved, as PDF. The Service Provider will not be compensated for any time required for training and induction courses for this system.

Reports must at least include the following (also defined in the templates to be provided: see following paragraphs):

- Routine operation activities, include performance and incident information;
- Financial and budget management information:
 - o Income comparison – current vs previous year;
 - o Monthly revenue;
 - o Average revenue per day;
 - o Monthly number of transactions;
 - o Monthly consumption;
 - o Average number of daily transactions;
 - o Annual accounts with monthly breakdown and financial comparison;
 - o Waste report;
- the Service Provider personnel information, i.e., absences;
- Complaints report (compliant with the complaints procedure agreed in the Start-up Phase);
- Health and safety activities and issues and details of any accidents to Service Provider staff or ESM staff resulting out of Service Providers activities;
- Invoice processing;
- Environmental, social and governance measures/initiatives;
- Quality/ product surveys; and
- Any other information requested.

Quarterly – in March, June, September, December, the Service Provider will add to the monthly report an overview of the waste data as required per section 3.1.4.

Templates for monthly and annual reporting obligations will be disclosed to the selected candidate. These templates are living documents and the ESM reserves the rights to modify the report templates, and the content required for each report, based on internal requirements.

The report templates (monthly and annual reports) mainly contain tables and graphs, which have to be filled in and kept up-to-date by the Service Provider. The graphics are linked to a stored Excel file.

The corresponding data is to be deposited monthly by the Service Provider, and the updated graph is to be inserted. In addition, short descriptions and comments must be added to the diagrams.

10. Meetings

The Service Provider and the ESM responsible person will regularly meet on a monthly and annual basis. The meetings will be scheduled by the Service Provider at the beginning of each calendar year.



The Service Provider will also prepare an agenda for the meetings and send it to the ESM at least one (1) week in advance of the meeting to allow meeting participants a reasonable opportunity to prepare for the meeting and for the ESM to add any items to the agenda as necessary.

The Service Provider will take minutes of all such meetings and upon confirmation by the ESM, will provide a copy to the ESM within one (1) week from the date of the meeting. All final meeting minutes will be stored in the designated folder on SharePoint. Meetings can be organised on-line or in person. For the annual meetings, unless agreed otherwise, meetings will take place at the ESM premises. The Service Provider and the ESM representative should make every effort to have at least 4 meetings per year in person, at the ESM premises.

The agenda of the meetings will be based on the report requirements and any other matters deemed important by the ESM and the Service Provider. During these meetings the KPI report will be discussed and approved by both parties. In addition to the planned meetings, ad-hoc meetings may be required by the ESM and/or the Service Provider.

More detailed information on reports, meetings, content, interval and participants will be disclosed to the successful Candidate.

11. Business Continuity

The Service Provider will maintain throughout the entire term of the Contract, and upon the ESM's request, provide to the ESM a proper business continuity plan in order to ensure, to the commercially reasonable extent, the continuous provision of the Services in the event of a disruption to the Service Provider's operations (regardless of whether such a disruption results from Force Majeure Event defined in para. 14 of the ESM Terms and Conditions (see Annex 5 – ESM Draft Agreement) or any other circumstances) and activate it should such a disruption occurred. The business continuity plan must, at a minimum, identify the business continuity risks and propose the Service Provider's actions to prevent such risks and mitigate them in the event they nevertheless materialise.

The ESM and the Service Provider will mutually agree on the proposed business continuity plan prior to its implementation date. The ESM reserves the right to request changes to the proposed business continuity plan based on internal needs and requirements which should not be unreasonably rejected by the Service Provider.

Annex 2 Eligibility, Exclusion Criteria, and other required information and documents

1. Eligibility and Exclusion Criteria

1.1. Declaration on eligibility

1.2. Non-Collusion Declaration

Note: See the separate document with the above declarations

2. Other Required Information and Documents

2.1. Cover certification form

2.2. Consortium declaration

2.3. Subcontractor commitment letter

Note: See the separate document with the above declarations

Annex 3 Selection and Award criteria

1. Selection Criteria

As part of their Proposal, Candidates are requested to address each item/question below and supply the requested evidence in the correspondingly named and numbered way.

The selection criteria apply to the Candidate as a whole, i.e., a consolidated assessment of the combined capacities of all involved entities will be carried out.

Please note that for the purpose of the evaluation of the Proposals, the ESM will assess the responses provided to the items set out below in this Section 2.

1) Economic and financial standing

Candidates must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the Contract.

Item Number	Selection Criteria	Requirements	Evidence
1)	The Candidate must prove sufficient past revenue.	Annual, global revenue of at least 900.000 EUR in each of the last two completed financial years generated from the provision of services similar to the services set out in Annex 1 to this RfP.	A signed self-attestation from the Candidate. No specific template is requested by the ESM.

2) Technical or professional ability

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical or professional ability to perform the Contract.

Item Number	Selection Criteria	Requirements	Evidence
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1)	The Candidate must prove experience in the field of Catering Services.	At least 3 years of relevant experience in the provision of services similar to the services set out in Annex 1 to this RfP.	Attestation containing a list of contracts under which relevant services were provided over the past three years in the field covered by this RfP together with details of their volume, values, the periods during which they were provided, the locations to which they were provided, which, if any, activities were subcontracted and to what extent. One of the contracts must be for a client's staff restaurant averaging a minimum 100 daily meals. No specific template is requested by ESM.
2)	The Candidate must be able to provide a team of experts/consultants.	A team of the experts/consultants as listed in the terms of reference taking into account the Specific Personnel Minimum Requirements	A signed self-attestation from the Candidate confirming to have sufficient staff (in particular the kitchen staff, account manager, chef, service staff) and other necessary resources in place, readily available, and operational as of the publication date of this RfP to provide all the necessary Catering Services. No specific template is requested by ESM. Please provide CVs for all the identified key personnel (Kitchen Staff, Account Manager, Chef, Catering Attendant) taking into account the minimum requirement indicated under point 5.3 of the terms of reference.

3) Authorisation and suitability to carry out the relevant professional activity

Candidates must comply with the following selection criteria in order to prove that they have the necessary authorisation and suitability to perform the Contract.

Item Number	Selection Criteria	Evidence
1)	The Candidate must prove that they have legal capacity to perform the Contract and the regulatory capacity to perform the Catering services in Luxembourg.	Copy of a proof of enrolment in a relevant trade or professional register.
2)	The Candidate must hold an ISO 9001 and ISO 14001 or EMAS or equivalent during the contract period.	Copy of the existing ISO 9001 and ISO 14001 or EMAS certificate or equivalent including expiry dates.
3)	The Candidate must have general liability insurance valid in Luxembourg covering the risks linked to the operation of the Services.	Copy of the insurance certificate including term of validity and amount covered.

2. Award Criteria

In their technical responses, Candidates should refer to the quality award criteria and instruction numbers before providing their answers.

The Candidates' technical response should then be sent to the ESM as a separate PDF attachment along with the other documents requested (see Section 5 'Structure of the Proposal').

In responding to the Award Criteria, Candidates should explain clearly how they can fulfil ESM's requirements and whether they can even add some value.

Technical Award Criteria

Quality	70%
Criteria 1: Account management aspects (suitability of the team proposed, communication aspects, risks assessment, implementation/start-up plan)	10 points
<ol style="list-style-type: none"> Provide a clear explanation about the team proposed (who does what and back-up plan in case of absences). 	
Criteria 2: Methodology proposed to ensure high quality of the service (quality measures proposed to guarantee high level of the service)	15 points
<ol style="list-style-type: none"> Describe the quality measures proposed to ensure the high level of the canteen service, vending and kitchenette. In particular the proposal should consider the following aspects: <ul style="list-style-type: none"> Quality of food, beverages, and catering goods purchased Service delivery Monitoring and reporting Describe quality measures to ensure high level of hospitality services Methodology proposed for managing On-demand services Describe the approach and measures to be taken to ensure hygienic requirements are met in the workplace, and prevention of contamination is put in place. 	
Criteria 3: Environmental management measures and practices (quality measures and factors proposed)	10 Points
<ol style="list-style-type: none"> Describe best practices for the use of kitchen equipment to minimise energy and water consumption. Describe best practices to buy, use chemical products for hand dishwashing, dishwashing and routine cleaning that will be used in the execution of the contract 	
Criteria 4: Food tasting	20 Points
<ol style="list-style-type: none"> Quality of the food tasted (main dish) taking into account the following indicators: balanced used of products, fresh/natural, dish presentation, use of seasonal products. Variety of the standard menu proposed (including vegetarian, healthy, country dish options etc...) Visibility and Transparency of the information provided in the canteen about food. 	
Criteria 5: Presentations	15 Points

<ol style="list-style-type: none"> 1. Account management aspects: <ol style="list-style-type: none"> a. Describe potential risks and the way you intend to manage these risks during the start-up handover phase and during the implementation of the service taking into account the requirements set in the terms of reference. b. Detail internal and external communication aspects 2. Methodology proposed to ensure high quality of the service: <ol style="list-style-type: none"> a. Proposed sample menu for 2-4 weeks b. Proposed improvements for catering services taking into account the minimum requirements set. 3. Environmental management measures and practices <ol style="list-style-type: none"> a. List of actions and plans proposed regarding the environmental impact. Proposal should take into consideration the requirements set in the terms of reference proposing ways to improve the reduction of food waste, replacement of plastic by environmentally friendly reusable products etc. 	
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Annex 4 Commercial Response (See attached)

Annex 5 Draft Agreement (See attached)

Annex 6 KPI Overview (See attached)

Annex 7 Catering Inventory (See attached)