

Annex 1 Terms of Reference

1. Background and Overview of Requirements

1.1 Background

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 currently rents approximately 9,400 m² of space in the Building and provides about 300 workspaces, with average daily office presence between 50-70%.

The ESM requires a single provider (the “**Service Provider**”) to provide technical services to the ESM. It is anticipated that the new contract awarded to a successful Candidate (the “**Contract**” or the “**Framework Agreement**”) will commence in mid-November 2024.

The Service Provider will be required to provide the services as further described below (the “**Services**”). The role of the Service Provider will be to not only maintain business continuity of the Services, but also to add value in standardising and improving the quality of the Services (e.g., to be proactive in identifying improvements and delivering efficiencies).

Due to the fact, that the Building is a rental space, the third-party property manager (the “**Property Manager**”) is the key contact person for the Service Provider regarding technical issues related to the assets under the responsibility of the Property Manager and for works in certain areas of the Building. The Service Provider will interact directly with the Property Manager to clarify operational issues in this context. The ESM maintains responsibility for managing the relationship with the Property Manager. The Property Manager is a representative of the ESM landlord.

1.2 Overview of Services

The following Services are required and described in detail in Section 2: *Description of Services*:

a) Ongoing Services

- Caretaker Services
- Site Supervisor Services
- Contract management / Account Manager services
- Technical Maintenance Services
- Out-of-Hours Services

b) On Demand Services

- Simple Technical Projects

- Complex Technical Projects

In addition, the Service Provider has to perform tasks related to contract administration, reporting and meetings, all described in detail in Section 7: *Reporting* and Section 8: *Meetings* below.

All Services are required to be carried out according to the applicable Luxembourgish and EU regulations and industry-accepted standards and best practises.

The ESM has concluded different types of facility management contracts, including the provision of security, cleaning, catering, plant maintenance services and others. The Service Provider is required to cooperate efficiently with such providers whose tasks might directly or indirectly interact with the performance of the Services provided by the Service Provider. In some cases, the Service Provider's personnel might be required to liaise directly with other providers.

1.3 Practical Information

1.3.1 Working hours

The ESM office hours are from 6am to 8pm on ESM business days¹ (the "**ESM Office Hours**"). These extended hours are provided to facilitate building maintenance as well as late working. Some of the Services will be provided during the ESM Office Hours and others will be provided outside the ESM Office Hours (on weekends, mornings and evenings) to minimise any negative impact (noise, disturbance, dust, etc.) on the 'business as usual' operations.

1.3.2 Operational documents

The Service Provider will be required to create and maintain various operational documents, including but not limited to, the Asset List (as defined in Section 2.1.1), the Annual Maintenance Plan (as defined in Section 2.1.5 a)), up-to-date building plans, documentation in relation to the Building, and the warranty and intervention records, and any other records required for continued technical maintenance of the Building within the scope of the Contract and historical knowledge. These documents are "living documents" and may be amended at any time during the duration of the Contract. It is the responsibility of the Service Provider to amend these documents. The Service Provider is also responsible for pro-actively updating the above referenced documents.

The ESM may also amend the documents. In addition, the Service Provider may provide recommendations to the ESM for possible improvements related to the documents.

The Asset List is provided in the Annex 8 to the RFP, and all other operational documents will be provided to the successful Candidate.

1.3.3 Security & Access

The on-site Service Provider's personnel 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 badges. The Service Provider will announce any works to the Facilities Management Team (the "**FM Team**") and ESM

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

security service provider in advance, the latter via the system in place, together with the names of persons that are going to execute these works, and other required information in the applicable form (company, e-mail, host, etc.). The Service Provider is responsible for escorting these persons for the duration of the execution of the works. Special escort requirements are defined for some areas within the Building and the Service Provider will refer to the ESM in-house rules in executing work that requires access to special areas.

The Service Provider personnel are not allowed to bring external persons who have no business in the Building (this includes their family members and friends) or animals into the Building.

2. Description of the Services

This section describes in detail the Services that the Service Provider will provide during the term of the Contract.

To the extent permitted under the ESM Procurement Policy, the ESM may require new related Services, which are not initially provided by the Service Provider, or to modify existing Services at any time during the term of the Contract. In such a case, upon reaching an agreement with the Service Provider, an amendment to the Contract will be signed.

2.1 Ongoing Services

The Service Provider will be required to provide the Services listed below on an ongoing basis.

2.1.1 Asset list and areas of responsibility

All the services under the Contract apply to the areas, assets and services owned or used by ESM within the Building, as described in Section 1.1. The Service Provider will provide Services to ensure proper technical maintenance, repair and replacement, if needed, of all the appliances, equipment and other items, as defined in the Asset List referred to below, which also includes security and safety systems, technical upkeep of all furniture, furnishings, and all floor, wall and ceiling surfaces.

All ESM technical assets are recorded in a list (the “**Asset List**”). Each individual installation is referred to as an “**Asset**” and together the “**Assets**”. For each Asset, the Asset List contains various information, e.g., location, inspection and maintenance requirements, and responsibility. The Asset List can be consulted in Annex 8 to the RfP document.

The ESM has extended its rental space on the -1 floor of the Building, which will also include additional technical Assets. The additional space is currently being finalized and is expected to be completed in May/June 2024. The successful Candidate will be informed about the additional Assets during the Start-Up phase and will be provided with the updated Asset List (the update will not be significant). Any increase in the maintenance cost of the additional items in this Asset List will be treated as explained in this section, below.

The Asset List is non-exhaustive and will be reviewed and finalized in the Start-Up phase.

The Service Provider is responsible for maintenance of all furniture and furnishings owned and used by the ESM, unless defined differently by the ESM. This includes, but is not limited to, office desks,

meeting room tables, chairs, gym equipment not subject to maintenance by 3rd party, diner-seaters, cupboards, sun umbrellas, etc. An indicative list of quantities is shown in the Asset list.

The Service Provider is also responsible to maintain all interior wall, floor and ceiling surfaces, to include modular partition walls, gypsum walls, masonry walls, carpet-tile floors, false ceiling, etc. This includes all installations within, such as light fixtures, floor sockets, etc.

The Services as described herein, as they concern preventive and reactive maintenance of the items in the Asset List, furniture, furnishings, and building surfaces, apart from the time spent by Caretaker and Site Supervisor, will be covered within the annual total lump sum for the Building Maintenance Services. All new Assets installed by the Service Provider will automatically become the responsibility of the Service Provider in terms of maintenance, repairs and warranty matters. Similarly, all assets newly installed or otherwise provided by ESM, can be made part of the Asset List, per the request of the ESM.

The fee for maintaining any new Assets which is a duplicate of an Asset already contained in the Asset list will be priced at the same price as contained in the Asset List. If a new Asset is required and it is not already included in the Asset List, the Service Provider will provide the ESM with an offer, detailing activities that need to be taken for its maintenance and the fee for maintenance of the new Asset, if required by the ESM. The fee for maintenance must be comparable to those already defined for the similar Assets and/or maintenance activity. If the ESM approves the maintenance plan and the fee(s), the Service Provider will include this in the Asset List in accordance with this section.

In the event the addition or removal of Assets from the Asset 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 Building 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 Building Maintenance Services, yet the Service Provider will still be responsible for maintaining all Assets. It is the responsibility of the Service Provider to record all new/additional assets added in 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 which, upon reaching an agreement between the parties, will be made via an amendment to the Contract.

Some Assets may be taken out of use, while remaining property of the ESM, and resulting in reduction of maintenance requirements. In such case, the Service Provider will adjust the Asset maintenance interval in the Asset list accordingly, which will then be considered in the overall deviation of the maintenance costs.

The Service Provider is usually required to install assets in the private areas but could be asked to perform work in common areas too. Private area refers to the part of the Building which is privately occupied by the ESM. Common area refers to the parts of the Building that are shared with other tenants within the Building.

All assets that may be outside of the Asset List are the responsibility of the Property Manager. The ESM's landlord's Property Manager is responsible for the assets that are in the common areas or that

remain part of the Building regardless of whether the ESM is a tenant of the Building, such as the radiators, etc.

During the course of the Contract, the ESM may implement a new Asset management software, to better track and record assets. In such a case, the Asset List will be made part of the new software. The Service Provider may be assigned duties of maintaining the Asset List in that software, as defined by the ESM.

2.1.2 Caretaker Services

The Service Provider will provide the ESM with caretaker services (the “**Caretaker Services**”). The Caretaker Services include all handyman tasks, reactive works and repairs, inspections, preventive measures and ad-hoc tasks that are within the capacity of a qualified electrician. The Caretaker Services are not only restricted to the Assets contained in the Asset List.

The Service Provider personnel performing the Caretaker Services will be responsible for raising any issues encountered in terms of the Building or the Services to the FM Team. The personnel performing the Caretaker Services will report to the Site Supervisor personnel and provide the Service Provider with relevant operational information for further analysis and continuous improvement.

The personnel performing the Caretaker Services will be required to submit written reports of the works carried out, either via the ticketing system in place, or in an ESM-approved report template. The reports must be uploaded to a dedicated workspace, as defined by FM Team (currently, the SharePoint Portal), to ensure accessibility on demand by the responsible FM team member.

The ESM estimates that the on-site presence of Caretaker personnel is required on a full-time basis – 40 hours per week. The ESM reserves the right to change the number of hours required. The minimum of 20 hours per week will apply, and the hourly cost from the Contract will be applicable.

A non-exhaustive list of tasks related to the Caretaker Services is provided in Appendix 1 hereto.

2.1.3 Site Supervisor Services

The Service Provider will provide the ESM with site supervisor services for the purpose of overseeing all Services performed for the ESM (the “**Site Supervisor Services**”). The Site Supervisor Services include: managing all technical works and projects for the Building; supervising the Caretaker Services and providing guidance and assistance, as needed; solely execute repair and other activities, as needed; ensuring good collaboration and communication with the Property Manager; arranging technical works in collaboration with the Property Manager; supervising and coordinating the Services delivered by subcontractors, if any; organising and overseeing all Specialised Reactive Works and Repairs; continuously monitoring the Asset List with regard to the warranty periods, warranty conditions and related maintenance; organising and overseeing activities per the Annual Maintenance Plan; ensuring proper, timely reporting and document management; suggesting ways to improve efficiency, quality, expenditures, carbon footprint, etc.; and coordinating statutory inspections.

The ESM has estimated that the on-site presence of the Site Supervisor personnel is required on a full-time basis – 40 hours per week. The ESM reserves the right to change the number of hours required. The minimum of 20 hours per week will apply, and the hourly cost from the Contract will be applicable.

A non-exhaustive list of tasks related to the Site Supervisor Services is provided in Appendix 1.

2.1.4 Contract management / Account Manager Services

In order to properly manage the Contract and perform the internal control over the Services, the Service Provider will appoint the Account Manager. The account Manager will be responsible for contract management, administrative support and will also provide assistance to the execution of duties of the Site Supervisor, as needed. The Account Manager will perform internal controls to ensure quality of the Services provided and will assist with the coordination of sub-contractors and 3rd party providers under this Contract, as needed.

The Account Manager will be required to be on-site at the ESM premises for a minimum of half a day (4 hours) once a week, to ensure good execution of the Contract terms within the scope of their responsibilities referred to above. The Account Manager can perform the remainder of their duties at the Service Provider's premises.

Any and all costs associated with administrative and contractual duties of the Service Provider under the Contract, to include Account manager activities, coordination and management of sub-contractors and 3rd-party providers, if needed, are considered part of the Contract management fee set forth in the Contract.

A non-exhaustive list of tasks related to the Account Manager Services is provided in Appendix 1 hereto.

2.1.5 Technical Maintenance Services

This section describes the Building Maintenance Services and the Specialised Reactive Works and Repairs (together, the "**Technical Maintenance Services**").

a) Building Maintenance Services (Preventive maintenance)

"**Building Maintenance Services**" include the maintenance planning, maintenance execution and all related statutory inspections. The objectives of regular inspection and maintenance are to conserve the value of the Assets and the technical availability of the systems, taking into account the respective property strategy, usage and maintenance requirements, and manufacturers' recommendations.

A non-exhaustive list of tasks related to the Building Maintenance Services is provided in Appendix 1 hereto.

The Service Provider is responsible for all assets owned or used by ESM, as explained in section 2.1.1 and identified in the Asset List as the ESM's responsibility. The Service Provider is required to ensure that the Building Maintenance Services will be performed and delivered appropriately by fully qualified and competent staff.

In principle, the Building Maintenance Services are based on the below process:

1. Setting up and updating the Annual Maintenance Plan:
 - initiating the maintenance planning, including the coordination of the maintenance activities with subcontractors and experts and/or approved inspection bodies;
 - organisation of the execution of more complex functional tests and measurements.
2. Supporting and coordinating the maintenance activities on site, including the works performed by sub-contractors;

3. Inspections, monitoring of performance, tracking of defects, including initiating repairs/replacements of identified defects based on maintenance reports and inspections performed.

The Service Provider will be responsible for the preventive maintenance planning and execution, all statutory-required inspections and certifications, as required, regular inspections of all areas and repair, as described herein.

The Service Provider will summarise and describe all planned Building Maintenance Services in accordance with the manufacturer's regulations in an annual maintenance plan (the "**Annual Maintenance Plan**"). The Annual Maintenance Plan must include the entire planned and necessary inspection schedule for the necessary statutory inspections, as well as suitable maintenance intervals for the Assets, based on the Asset List. The Annual Maintenance Plan must be approved by the ESM FM responsible person at the beginning of each calendar year.

The Service Provider will ensure the provision of systematic, planned inspection, detection, and immediate correction when needed of incipient failures either before they occur or before they develop into major defects. Minimum weekly inspections have to be performed and recorded. Through the provision of the Building Maintenance Services, the Service Provider will ensure that proactive measures are taken to help prevent, predict, and minimise the risk of system, subsystem and component failures.

Together with the regular maintenance, periodic statutory inspections, as required by health and safety requirements and by Luxembourgish law, have to be undertaken by licensed organisations (e.g. Luxcontrol, Secolux, AIB, Socotec, etc.), but commissioned by the Service Provider. The necessary statutory inspections must be entirely planned by the Service Provider and included in the Annual Maintenance Plan.

The maintenance and inspections will take place on a routine basis, as per the Annual Maintenance Plan, in order to maintain the conditions, working life and efficiency of the Assets and prevent failure through pro-active maintenance.

The maintenance and inspections must be done on the planned date. In case the scheduled maintenance cannot be performed at the planned date due to a justified reason, and as long as delay doesn't present legal or other risk to the ESM, the Service Provider must inform the FM Team responsible person as soon as possible and must perform the work within four weeks of the scheduled date unless otherwise agreed by the ESM. If delay presents any kind of risk to the ESM (for example, fire extinguishers are passed the required testing period), the scheduled maintenance works cannot be delayed and must be done in the shortest period of time. The postponement of subsequent maintenance and inspections to the following calendar year is not permitted unless otherwise agreed by the ESM.

If there is a reduction in the performance of the systems, the intervals must be shortened accordingly. The shortened intervals depend on the condition of the system and the resulting maintenance requirements. The operational safety and the intended use of the system must be ensured continuously.

The activities may include partial replacement or complete overhauls of the relevant Assets at specified periods, i.e. the replacement of worn components, oil changes, and major adjustments etc. Maintenance of the wall surfaces includes painting of the areas that are damaged as part of the normal wear-and tear, to include situations such as filling of the holes after removal of equipment or items

from the wall, covering of the scratches or dirt as result of normal use and/or maintenance, covering areas of the wall requiring refreshment, etc. Painting of the area of 550 meters square over the duration of the Contract (4 years typically) is included in the *Building maintenance cost*, and can be consumed in any given year.

A non-exhaustive list of tasks related to the Maintenance and inspection planning and execution is provided in Appendix 1 hereto.

b) Specialised Reactive Works and Repairs

The Service Provider will perform all interventions required to resolve any unexpected breakdown or failure of Assets, furniture, furnishings and restore these to an operational and safe status (the “**Specialised Reactive Works and Repairs**”).

Due to the complexity or the nature of the work, the personnel providing the Caretaker and Site Supervisor Services may not be able to perform the Specialised Reactive Works and Repairs on their own or at all and the use of a different skill type may be required. The Service Provider will arrange and coordinate all Specialised Reactive Works and Repairs.

If any single instance of Specialised Reactive Works and Repairs will cost more than €1,000 (the “Threshold”) (including execution work, spare parts, individual components, etc.), the Service Provider must get an approval from the ESM prior to starting the work. For costs under €1,000, the Service Provider is required to exercise sound judgement in deciding which costs to bring to the attention of FM Team responsible person, prior to incurring the same. The Threshold is subject to occasional review and adjustment, at sole discretion of the ESM. If approval is required, the Service Provider must request it via the Ticketing Tool and include a breakdown of the costs in the request and/or submit an offer.

In certain cases, the ESM may require Specialised Reactive Works and Repairs on an emergency basis, e.g., to repair a leak, repair damage that might affect the safety or security of the ESM members of staff, etc. In such an emergency situation, the Service Provider must act quickly and within the shortest possible time to carry out the works and repairs. In case of emergency Specialised Reactive Works and Repairs (i.e., those required for a Critical Priority or High Priority incident), the Service Provider can act with no additional approval from the ESM even if the costs exceed the threshold of €1,000 per single repair. In such case, the Service provider must ensure safety for people and prevention of damage to property, while exercising minimum costs required to alleviate, or eliminate the threat. In case of High Priority incidents, the Service Provider must make its best effort to inform FM responsible person of the situation and, if not possible in writing, obtain the oral approval for the costs over the Threshold. The Service Provider will have to supply all quotes and proof of works for this as soon as the emergency has been resolved. The Service provider, if requested by the ESM, must be able to prove that incurred expenses are in line with those normally expected and charged on the market in Luxembourg.

The Specialised Reactive Works and Repairs will be offered and charged to the ESM as follows:

- *Labour:*

- If work is performed by either the Caretaker or the Site Supervisor during regular working hours, no additional labour costs will be offered, nor charged (this is already charged under the “Personnel cost” part)
- If work is performed by the Service Provider’s staff beyond Caretaker and/or Site Supervisor, labour costs will be charged per the hourly rates for “Ad-hoc technical personnel”;
- In all other cases, with the exception of emergency Specialised Reactive Works and Repairs (see paragraph above) and total costs under the Threshold (€1,000), an offer will be provided for FM Team responsible person’s approval, prior to execution of the works. The Service Provider will provide offers that reflect the prices offered by the sub-contractors, without any additional management fees on top. These management fees are contained in the *Contract management fees*.
- *Consumables, materials, and spare parts:*
 - Will be charged only if more than 150€ per single intervention (see section 2.1.5 for more details).

For all works that do not require emergency response, the Service Provider will provide quotes within 5 Business Days from the initial request, unless otherwise agreed with the ESM.

Specialised Reactive Works and Repairs may be required even though the Assets have been maintained in accordance with the maintenance schedule.

If an Asset cannot be repaired or if repair of an Asset is inefficient, the Service Provider must supply evidence to justify either the decision (in case of emergency Specialised Reactive Works and Repairs), or a request to purchase a new Asset.

A non-exhaustive list of tasks related to Specialised Reactive Works and Repairs is provided in Appendix 1 hereto.

2.1.6 Consumables, materials and spare parts

All required consumables, auxiliary materials and spare parts, e.g., all types of liquids and lubricants, dry construction parts, sanitary parts and electricity parts (together, the “**Consumables**”) for the maintenance of the Assets in the Asset List, for the Caretaker Services, Building Maintenance Services and for the Specialized Reactive Works and Repairs up to an individual cost of €150 per item, must be included in an annual total lump sum.

In other words, all Consumables up to an individual cost of €150 will be foreseen in an annual lump sum, whether they will be required for Building Maintenance Services, Caretaker Services or for Specialised Reactive Works and Repairs. Consumables costing more than €150 individually will be charged at cost separately to the ESM. During the Start-Up and Handover phase, the Service Provider will provide the ESM with an exhaustive list of all Consumables with an individual cost of up to €150. A non-exhaustive list of consumables, materials and spare parts is provided in Appendix 2 to these Terms of Reference.

All spare parts and materials used for the duration of the Contract must have technical and quality characteristics equal to or better than the existing functional parts and materials.

Partial replacement or complete overhauls of the relevant Assets at specified periods, i.e. the replacement of worn components, oil changes, and major adjustments etc. will be covered at cost, if in access to 150€.

The Service Provider will be responsible for the organisation, management, purchase, wastage and on-site stock management for all required Consumables. The Service Provider will maintain a storage space, with a minimal stock of critical spare parts, and frequently used materials and supplies in the Building, in order to ensure any repairs are completed within the agreed Service Levels.

2.1.7 Out-of-Hours Services

The Service Provider will provide out-of-hours services on a 24/7 basis to ensure that any technical issues which may be critical are handled at all times (the “**Out-of-Hours Services**”).

The Service Provider will ensure uninterrupted availability of the Out-of-Hours Services. The Service Provider will provide an emergency call line and contact person(s) for the Out-of-Hours Services that the ESM or the ESM Security services provider can reach at any point in time. The Service Provider will manage the Out-of-Hours Services and procedures in accordance with recognised best industry practices and standards. The Out-of-Hours Services are required for Critical Priority and High Priority incidents as defined in Section 6.2.

From experience Out-of-Hours Services interventions are generally required no more than 5 times per year on average.

A non-exhaustive list of tasks related to the Out-of-Hours Services is provided in Appendix 1 hereto.

2.2 On Demand Services

On Demand Services can be requested at any time in addition to the Ongoing Services described in Section 2.1 above. They are generally related to asset/systems acquisitions and project works to be performed in the Building. The type of On Demand Services are distinguished mainly by their complexity and duration.

For information purposes only, the average number of On Demand Services to date has been about 35 per year, mostly Simple technical projects, with up to 5 Complex technical projects.

The Service Provider is expected to manage the delivery of On Demand Services on an end-to-end basis, regardless of whether these works are directly delivered by the Service Provider's own personnel or via subcontractors: from initial feasibility and design, to securing subcontractor quotes via competitive process (if applicable), to finally execution and handover of the relevant Services. For avoidance of doubt, this includes the updating of the as-built documentation (plans, data, manuals, warranty register, maintenance plan, etc., as applicable) for all projects/works by the Service Provider.

For all On Demand services an offer will be provided for ESM approval, having in mind the following:

- If work is performed by the Service Provider’s staff (as a rule, On Demand services are never provided by the Caretaker and/or Site Supervisor during normal working hours), labour costs will be charged per the hourly rates for “Ad-hoc technical personnel”;
- If sub-contractor is engaged, the Service Provider offer for the project will directly reflect the prices, both for labour as well as material and equipment, offered by the sub-contractor,

without any additional management fees on top of the Contract management fee set forth in the Contract.

2.2.1 Thresholds for offer requirements for projects

The Service Provider will provide at least one (1) written quote for all projects. The ESM may request, and the Service Provider will provide, two (2) quotes for all projects with a value of more than EUR 20,000 and less than EUR 50,000. The ESM may request, and the Service Provider will provide, three (3) quotes for all projects with a value of more than EUR 50,000. All amounts listed in this Section relate to the net value of the project.

The Service Provider will provide the ESM with a cost benefit analysis for all Complex Technical Projects.

The ESM is under no obligation to accept any proposals. The ESM may reject a proposal and/or require the Service Provider to modify an offer at any stage prior to the ESM's acceptance of a proposal. The Service Provider will not charge the ESM for preparation of proposals or implementation of required modifications to proposals. The proposals will contain at least the following elements: date of the proposal, type of Asset (if related to the Asset List), description of the required works/services, timeline for implementation, unit prices/lump sums indicated separately for materials and person effort required, discounts and management fees, if applicable.

All projects will be recorded in the Ticketing Tool described in Section 6.2.

The Service Provider will provide all quotes within 10 Business Days from the initial request unless otherwise agreed with the ESM.

2.2.2 Simple technical projects

Simple technical projects are works undertaken by the Service Provider that are minor in nature and in terms of complexity, and primarily relate to the changes to the interior of the Building fabric but are generally likely to be beyond the physical capabilities of the Caretaker, i.e., will last for more than a few to several days and/or may involve a range of trades (the "**Simple Technical Project(s)**"). All services undertaken within this category have rather straightforward requirements and may not be limited to the Assets contained in the Asset List.

Typical Simple Technical Projects may include but are not limited to the following:

- small demolition and structural works;
- services related to visual and acoustic enhancements (e.g. provision and installation of sensors and acoustic coatings, acoustic partitions), lighting or heating;
- performance of projects related to all technical trades, including dry construction, carpentry, interior doors and locks;
- new installations such as:
 - installation of a badge reader;
 - installation of foiling;

- installation of doors;
- installation of e-car chargers
- enhancement or replacement of existing assets;
- purchase of new assets;

2.2.3 Complex technical projects

Complex technical projects are works undertaken by the Service Provider that have complex technical specifications and the implementation (not including the waiting time, such as deliveries, etc.) takes more than couple of weeks (the “**Complex Technical Project(s)**”). Complex Technical Projects are typically Building and systems projects, not limited to the Assets in the Asset List, and beyond the physical capabilities of the Caretaker and the Site Supervisor personnel, e.g., require exhaustive technical specifications, and involve a range of trades.

The Service Provider will appoint a project manager for Complex Technical Projects. The project manager role can be also performed by the Site Supervisor personnel. If the project manager role is not performed by the Site Supervisor personnel, the Site Supervisor will still oversee and be informed about the projects. The project manager will be supported by a project team with the required skillset for the specific project. In the event the Site Supervisor personnel act as a project manager, their work will be reimbursed at the hourly rate applicable to the project manager and this work will be performed in addition to their normal Site Supervisor tasks.

The project manager will ensure project management throughout every project. The project manager will create and update time schedules (start and end of the project, milestones), and coordinate these accordingly with the ESM FM responsible person.

Examples of typical Complex Technical Projects include but are not limited to the following:

- Office re-organisation, including office moves and changes, i.e., purchase, installation, maintenance of partition wall systems, and related services, including electrical and HVAC modifications, etc.;
- Building digitalisation/smart building solutions, e.g., purchase/lease and installation of hardware, IT solutions; software, charging infrastructure, smart devices;
- Support and explanation of interfaces in projects, e.g., changes to the Building by the landlord;
- Enhancement or replacement of existing Assets and systems, implementation of new Assets and systems, e.g., security system for access control, fire systems, security installations, electrical installations, lock systems, UPS, etc.;
- Energy management, e.g., meters/smart metering, infrastructure and monitoring as well as evaluation of consumption data, including savings and benchmarking;
- ESG driven initiatives (plans for Building optimisation to become more environmentally friendly, including certification).

2.2.4 Projects involving Partition wall systems – New installations or modifications

Projects involving Partition wall systems can be either simple or complex projects, depending on complexity and duration, as defined in Sections 2.2.2 and 2.2.3 above.

The Service Provider will purchase, deliver, install, remove and maintain/repair different types of partition wall systems for the Building. The Service Provider will be responsible for all related services,

including electrical and HVAC modifications. The Service Provider will ensure that the wall systems are fully compatible with the existing wall systems.

Type of Products

The required products (the “**Products**”) for the partition wall elements include in particular:

- wall elements;
- door elements;
- combi elements;
- blinds;
- special elements; and
- connecting elements (if applicable) which may be required to combine partition wall systems of two manufacturers, if the partition walls manufacturer proposed by the Service Provider are different than the ones used by the ESM at present.

The current partition wall systems used by the ESM are manufactured by *Goldbach Kirchner raumconcepte GmbH*.

The Service Provider guarantees the availability of the required Products during the entire term of the Contract.

The Service Provider will keep the ESM informed, at all times, about technical innovations of the Products and deviations to the Products’ specifications caused by these innovations.

Scope of services

Apart from the purchase of the required Products, the Service Provider will provide all end-to-end associated services for the partition wall systems, in particular:

- Advising and assisting with possible fit-out solutions and alternatives for the Building;
- Planning, including arranging the schedule for the execution of the Services;
- Draft layout and final drawings of the planned changes (editable in dwg format);
- Final updated Building drawings based on the changes (editable in dwg format);
- Delivery of the requested partition wall elements, including packaging, transportation and related logistics to the Building;
- Packaging ensuring the contents remain intact and protected from damage or deterioration. The exact date and time for delivery of the partition wall elements has to be agreed between the Service Provider and the ESM at least 4 weeks in advance. All partition wall elements have to be brought in and installed in the rooms/offices indicated by the ESM;
- Unpacking, removal and disposal of the packaging material;
- Installation of the new partition wall elements and adjustment, dismantling and relocation of the existing partition wall elements;
- Coordination of the installations of the new partition wall elements by the manufacturer and adjustment, dismantling and relocation of the existing partition walls elements by the manufacturer or any other provider used for these purposes.

The Service Provider will assemble the partition wall elements within the agreed timeframe with the ESM.

Any lack of conformity resulting from incorrect installation, adjustment, dismantling or relocation of the partition wall elements by the Service Provider will be deemed to be equivalent to the lack of conformity of the partition wall elements themselves, if installation, adjustment, dismantling or relocation forms part of the Service Provider's responsibilities and the partition wall elements are installed, adjusted, dismantled or relocated by the Service Provider itself or under its responsibility.

All installed partition wall elements must be clean at the handover.

The Service Provider will keep a record in an inventory list (xlsx.* format) of all dismantled partition wall elements temporarily stored either at the ESM premises or in an external warehouse if so requested by the ESM. The inventory list will include at least the following: name; technical specification/description of the partition wall element; dimension; quantity; date of storage; date of issue.

In the event, a partition wall element is damaged or broken, the Service Provider will offer possible solutions to the ESM (replacement, repair, warranty information etc.), with the associated costs within 5 Business Days. Upon confirmation of the preferred solution by the ESM, the Service Provider will execute the agreed solution. The ESM will sign off the repair or replacement upon its completion.

3. Warranty

The Service Provider must maintain the existing warranty list and provide and record all warranties for any new equipment installed or operation performed.

This warranty includes all costs related to the correction/remedy of the situation in case of defective supplies and anomalies including, but not limited to disassembly, assembly, supply, installation, transportation and labour costs. If repairs of Assets are required while the Assets are still under third party warranty, the Service Provider will arrange the repairs with the relevant third parties.

Should any legal or warranty interventions against the manufacturer/installer be invalidated as a result of the work carried out by the Service Provider, the Service Provider must fully take over the costs for these interventions for the corresponding period.

4. Start-Up Phase and Handover

Upon signature of the Contract, the Service Provider will manage the transition of the Services from the incumbent 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 a maximum of four (4) weeks of the effective date of the Contract. During the Start-Up Phase, the incumbent 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 activities in order to comply with all obligations under the Contract:

- Allocate the Account Manager for all related activities in the context of these Terms of Reference;
- Personnel and resource planning, preparation of a personnel overview for the ESM separately for the Start-Up Phase and standard operations (The Service Provider must ensure that its employees have the necessary knowledge. Technical qualifications of the Service Provider personnel may be verified by the ESM);

- The Key Personnel must be approved by the ESM just before or during the start-up phase, and will be preferably participate in the Start-Up Phase;
- Introduce the Service Provider personnel to the ESM and relevant third parties (e.g., landlord, service providers, official authorities, etc.) and provide their contact details, e.g., name, telephone number, e-mail address, etc. where relevant to the FM team;
- Collaborate with and support the designated FM Team responsible person, i.e., to organise, prepare and moderate technical meetings, deliver requested input, etc.;
- Review of all current documentation for all Assets (e.g., equipment, technical specifications, plans, schemes, etc.);
- Verify the Asset List in cooperation with the incumbent provider. This includes obtaining and maintaining all relevant information regarding warranties of the Assets;
- Verify the Stock inventory list for the partition wall elements;
- Adapt the existing documentation, if necessary, determine and confirm the functional and operational capability of the appropriate Assets;
- Prepare a list of defects and damages, including photo documentation;
- Participate in instructions/inspections/handovers of the Building and all necessary Assets in order to obtain the necessary knowledge;
- Prepare and seek approval by the ESM for the first Annual Maintenance Plan;
- Advise/support the ESM regarding non-defective property and Assets;
- Set up storage with required consumables, spare parts, etc.;
- Create an action plan detailing equipment and activities required as per these Terms of Reference (including reporting, meetings set-up, KPI evaluation, complaints procedure, annual forecast of any relevant improvements, etc.) and thus ensuring a proper provision of the Services;
- Set up an independent quality management system, including checklists for quality measurement within the Start-Up Phase. Create checklists for the daily activities for the Caretaker Services (amongst other daily checklists for the purpose of the building tours). The quality management system must be fully implemented in accordance with the KPI requirements or criteria relevant to the ESM;
- Set up all organisational and workflow related procedures for the smooth transition of the Services (training of personnel, etc.);
- Present observations for optimisations based on the Start-up Phase.

Furthermore, if requested by the ESM, the Service Provider will perform one-off survey on all technical Assets under the Service Provider's responsibility to determine their current state.

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 ESM together with the Service Provider will check the fulfilment of the tasks and approve the Start-Up Phase, or request the correct fulfilment of the incomplete tasks by the Service Provider. When the Start-Up Phase has been accepted by the ESM in writing (including via email), but no sooner when the ESM contract for technical maintenance services with the current provider expires, i.e., on 3rd January 2025 EOD, the Service Provider will be responsible for providing the Services.

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 Section 4.9 of the RfP document.

At present, there are **two full-time equivalent employees** of the incumbent provider involved in the provision of the Services and they perform the following roles: Site Supervisor, Caretaker.

5. Company and Personnel Requirements

5.1 Company requirements

Throughout the entire Contract term, the Service Provider must hold relevant authorisations from public authorities relating to the performance of the Services.

In addition, the Service Provider has to hold and maintain ISO 9001 certification or equivalent during the Contract term.

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 social and governance profile and to align with best practices. Therefore, when providing the Services, the Service Provider undertakes to apply measures, including but not limited to those listed below, in relation to its ESG practices. The ESM may also require the Service Provider to support the implementation of specific measures by the ESM seeking to enhance the institutional practices, when needed. At the ESM request, the Service Provider will provide information, reports, and written confirmations regarding the Service Provider's compliance with these obligations.

Environmental protection:

- Promote regional suppliers and subcontractors to limit transport distances and reduce greenhouse gas emissions;
- Minimise use of energy, materials and resource consumption and reduce production of waste on ongoing basis;
- Deploy environmentally friendly products;
- Use of equipment with low energy consumption;
- Develop electrical, hybrid and other eco-friendly car fleet and promoting carpooling among employees;
- Strive to work paperless, to print 2-sided documents and in black & white by default;
- Use printed papers for drafts or note logs;
- Collect and sort out used cartridges, IT and electronic materials, used uniforms, PVC packaging and many other materials for recycling;
- Switch off lights, computers and other machines when not used or leaving;
- No use of one-stand plastic items for daily use like glasses, cups, plates, swizzle sticks.

Inclusion and social policies:

- Ensure equal opportunities for all employees;
- Apply the local regulations concerning the employment of vulnerable groups of persons;
- Promote the ongoing improvement of employment conditions;
- Create opportunities for first-time job seekers in Luxembourg and in the surrounding region;
- Comply with the collective labour agreement;
- Enforce a targeted employee retention policy based, etc., on early payment of salaries, internal promotion opportunities, better workplace policies, regular feedback from team members.

Safety and health measures:

- Apply the local regulations concerning the safety and health measures at the workplace;
- Have trained personnel in charge of safety and health measures;
- Implement 'zero work accident' policies;
- Undertake safety audits at workplaces on a regular basis;
- Establish and comply with safety procedures and manuals;
- Provide each employee with regular and up-to-date safety & health trainings and instructions.

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

5.2 Compliance requirements and technical standards

The ESM seeks to enhance its environmental social and governance 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. The Contract will include the measures proposed by the Service Provider in the context of the Services, in particular regarding the environmental and health and safety aspects.

Health and Safety

The Service Provider will actively contribute with its knowledge and expertise to support the ESM's efforts for increased environmental sustainability of its operations. During the implementation of the Framework Agreement, the Service Provider should provide guidance and advice on cost and energy consumption reduction.

The Service Provider is responsible for the full application of any applicable regulation concerning health and safety within the scope of this Contract. Accordingly, to enforce some key aspects, the Service Provider will pay special attention to the use of hazardous substances and the waste management as described below:

a) Use of chemicals

The Service Provider will ensure that all chemicals used in the performance of the Contract comply with all appropriate health and safety legislation, are used in a manner that is safe in accordance with the suppliers' guidelines and provide the ESM with data sheets on chemicals used. Where possible, the chemicals used should be environmentally friendly.

b) Use of hazardous substances

In case of the use of hazardous substances the Service Provider shall take into account the health, safety and environmental aspects relating to the use of these products. The aim is to avoid exposing workers and Building occupants by limiting the release of chemicals into the environment through appropriate actions. The Service Provider may only use authorised products and must be fully aware of any risks associated with the chemicals used before implementing them. The Service Provider must put in place risk management measures to ensure that these products are used safely in the workplace. The Service Provider will be held solely responsible in law and financially for any disorders that might result from a failure to respect the above. If such products are to be used for maintenance

purposes, these works should preferably be carried out outside office hours. In case of use of hazardous substances, the Service Provider must inform the FM Team responsible person.

c) Waste Management

In the execution of this Contract, the Service Provider shall have full responsibility for the management of any waste which results from its activities. The Service Provider will, therefore, have an obligation to transport and deposit it in an official waste collection centre.

d) Waste disposal requirements

In accordance with the national and European legislation on the disposal of asbestos, lead and other hazardous substances, the Service Provider shall draw up a waste management plan which shall include a description of the treatment provided for each type of waste. The Service Provider will make every effort to recycle the various types of waste. The measures considered will be included in the waste management plan.

The Service Provider shall be responsible for the disposal of all demolition materials to the approved landfills or treatment centres in accordance with the national and European legislation in force relating to the compulsory recycling of certain construction or demolition waste.

e) Cleanliness of technical rooms

The Service Provider is responsible for the cleanliness and tidiness of all technical rooms in the ESM premises. The Service Provider must ensure regular cleaning is performed by the cleaning service provider, that all the waste is regularly removed, and that no excess materials or other parts are stored there.

5.3 General personnel minimum requirements

Without prejudice to any provision of the Contract, the Service Provider remains at all times responsible and liable for the Service Provider's personnel.

The Service Provider will provide the ESM with at least the following key personnel (the "**Key Personnel**"): an Account Manager, a Site Supervisor, a Caretaker, and their designated back-ups. The back-ups will be no less experienced or qualified than the personnel being replaced. The back-up personnel must be aware of the ESM premises and processes in place.

The Site Supervisor personnel will report to the FM Team responsible person and to the Service Provider Account Manager. The Site Supervisor is responsible for the Caretaker and the management of all Services and subcontractors, if any.

The ESM may involve another provider in the management and oversight of the Services provided by the Service Provider.

The Key Personnel will each meet the following minimum requirements:

- Possess a good command of English (spoken and written corresponding to Level B2 of Common European Framework of Reference for Languages);
- Good grasp of at least one of the country's official languages: Luxembourgish, French and/or German;
- Fully capable of performing duties requiring moderate to arduous physical exercise;

- In possession of the necessary industry or trade qualifications with the appropriate certificates (where applicable).

For the purpose of executing the Specialised Reactive Works and Repairs and On-demand Services, the Service Provider may need to provide technical personnel on an ad-hoc (**“Ad-hoc Technical Personnel”**) basis with all necessary skill sets to perform the Services, including but not limited to:

- Project manager
- Wall constructor (gypsum walls)
- Dry wall constructor
- Painter
- HVAC technician
- Plumber
- Sanitary technician
- Electrical engineer
- Electrical master craftsman
- Electrical technician
- Electrical CAD designer
- AutoCAD designer
- Carpentry master craftsman
- Carpenter
- Refrigeration engineer
- Security installation technician
- Elevator technician
- Interflex software engineer
- Installer of wall elements (GBK or similar)

The Service Provider will ensure that all personnel comply with the ESM security, health and safety policies and guidelines.

The uniforms for the personnel of the Service Provider have to be provided by the Service Provider and may depict the Service Provider’s company name. The Service Provider will be responsible for the maintenance and dry cleaning of the uniforms. The ESM reserves the right to choose colours and materials to align the uniforms to its corporate visual identity.

Each Service Provider’s staff member, including new staff members, if any, referred to further in this Section 5.3, 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 previous employment, police clearance certificates and applicable training and qualification records of the Service Provider staff assigned to work at the ESM premises. The ESM will inform the Service Provider whether it approves the proposed personnel. If not, the Service Provider will be required to propose other personnel, which meets ESM requirements.

Personnel replacement

The Service Provider will ensure that Key Personnel will be substituted only in exceptional cases and with prior, timely notification to ESM. Replacement period for Key Personnel, to include selection of new person and handover, can’t be under one month, to allow for proper handover. Handover part

itself must be planned for a period of one month minimum. The Service Provider must inform the FM Team responsible person as soon as the information of potential Key Personnel departure is known.

In case of Key Personnel's replacements, the Service Provider will ensure that all new personnel receives 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 replacement 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 reasonable opinion of the ESM, any member of the Service Provider's staff is incapable of carrying out his/her duties; is unsuitable to provide the Services for whatever reason (including, but not limited to justified complaints from the office users); or has materially failed to carry out his/her duties, or has breached ESM safety, privacy or other policies, 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 permanent replacement to perform the relevant tasks within a reasonable time but taking no longer than 1 (one) month for appointment of the new person (to include interview by ESM, should ESM choose to do so), and an additional month for the proper handover, unless ESM requests it to be shorter. In case of replacement of on-site Key personnel due to a security, privacy or other serious breach, ESM may instruct for immediate removal from the ESM premises. In such case, the Service Provider will ensure the temporary replacement, on the very next day, and until the permanent replacement is appointed. The costs of such replacement will be at the Service Provider's expense and the substitute will be no less experienced or qualified than the staff member being replaced.

5.4 Specific personnel minimum requirements

In addition to the general personnel minimum requirements for the Key Personnel, the Service Provider will comply with the following specific personnel minimum requirements as outlined below.

Account Manager: [On-site/off-site]

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 as well as meeting the following requirements.

- Bachelor's or Master's degree in Project Management, Facility Management, Engineering or related field; Different Bachelor degree can be accepted, if replaced by additional 5 years of experience in the related field;
- A minimum of 5 years working experience in a similar role; minimum of 10 years working experience if bachelor degree is in unrelated field;

- Good knowledge of Luxembourg national laws and practices related to the role;
- Sound knowledge of building codes and safety regulations;
- Working knowledge of technical tools and equipment;
- Strong analytical and problem-solving skills;
- Excellent organisational and communication skills.

Site Supervisor:

[On-site]

The Site Supervisor will speak English fluently, have a good command of written English and meet the following requirements:

- Bachelor's degree in Project Management, Facility Management, Civil Engineering or related field; Different Bachelor degree can be accepted, if replaced by additional 5 years of experience in the related field;
- A minimum of 5 years working experience in a similar role;
- Good knowledge of Luxembourg national laws and practices related to the role;
- Sound knowledge of building codes and safety regulations;
- Working knowledge of technical tools and equipment;
- The ability to interpret blueprints, read plans and drawings;
- Strong analytical and problem-solving skills;
- Excellent organisational and communication skills;
- Administrative skills.

Caretaker:

[On-site]

The Caretaker will have a good command of spoken and written English and meet the following requirements:

- Qualified electrician;
- High school diploma or equivalent qualification required;
- A minimum of 3 years working experience in a similar role;
- Solid experience with plumbing and electrical systems;
- Ability to work with hardware tools and power equipment;
- Extremely organised;
- Detail-orientated with an aptitude for problem-solving;
- Good communication skills.

6. Technical Requirements

6.1 Technical equipment and tools

The Service Provider will be responsible for the organisation of any equipment as well as tools and materials required for all Services under the Contract.

All tools required in order to perform the Services must be provided by the Service Provider and covered in their fees. Only specialist equipment or machinery if required, and only where approved in advance by the ESM, may be chargeable at cost.

The Service Provider may offer, at no additional cost for the ESM, digital tools (e.g., phone applications, etc.) that enable automation and optimisation of processes.

The Service Provider's personnel (including any subcontractors, if utilised) must be fully trained or certified in order to use all relevant tools and machinery. The Service Provider is also obliged to ensure that tools and machinery are on site when required (either on site storage or within its mobile service car etc.), and that they are legally compliant, calibrated (if applicable), energy efficient as well as clean and tidy.

All tools and machinery operated at the Building must be used and operated in accordance with manufacturer's specifications, as well as conforming to European and national legislation.

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 malfunctions of assets, repair and replacement of assets, purchasing of new assets, 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:
 - o On a daily basis review incoming tickets
- Accept tickets:
 - o Accept assigned tickets
 - o 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 4pm; and
 - the next Business Day if a ticket is raised after 4pm or on a day that is not a Business Day.
 - o 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 FM Team 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:
 - o On a daily basis follow-up on tickets due dates to ensure timely resolution.
- Follow-up on status with the FM Team responsible person:
 - o Ensure that the status of a ticket is clearly communicated with the FM Team responsible person, 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:
 - o Upon resolution of tickets, finish tickets and indicate in the response to the ticket to the FM Team responsible person that the work has been completed.

During regular meetings (as defined in Section 8, 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.

For illustrative purposes only, in 2023, the number of tickets issued for technical maintenance was 617.

The resolution times (the “**Resolution Times**”) in Table A below apply to incidents raised in the Ticketing Tool unless the ESM and the Service Provider have agreed on the Agreed Date to resolve the incident, in which case, the Resolution Time will be the Agreed Date.

Table A:

Incident Category	Resolution Time
Critical Priority: These are incidents that present a danger to life or substantial operational or financial impact.	Within four (4) hours
High Priority: These are incidents that present risks to daily business in case of faults and failures at technical plants/ equipment/ systems.	Within five (5) business days
Standard Priority: These are incidents that require routine repairs which have limited to no impact business operations	Within 21 calendar days

The Resolution Times also apply to the Out-of-Hours Services, with the exception that the Out-of-Hours Services are only required for Critical Priority and High Priority incidents.

7. Reporting

Regular reporting will be mandatory across all Services. Reports may be required for legal or regulatory compliance matters, quality, contract performance, or operational monitoring, as well budget and cost information.

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-hoc 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 by the ESM, as PDF. The Service Provider will not be compensated for any time required for training and induction courses for this system.

All reports will include, as previously agreed with the ESM, all or some of the below listed information:

- Performed work:
 - Ongoing Services, including performance and incident information (including an overview and evaluation of malfunctions and warranty management),
 - On Demand Services, including performance and incident information;
- Updating of the relevant standards and guidelines (if necessary), changes to legal and/or statutory requirements;
- Overview of all single repairs and the current consumption of the annual lump sum;
- Service Provider personnel information;
- Complaints report, including analysis of complaints (total number, frequent complaints, etc.), compliance with complaints procedure agreed in the Start-Up Phase and the fulfilment of the operator's obligations (expert testing, inspection reports, obligation to provide evidence, etc.);
- Information about added Assets and status, if necessary (the total amount of newly added Assets (since the beginning of the Contract));
- Ticketing tool statistics (Information about number of resolved tickets, unresolved tickets, etc.);
- Health and safety issues and details of any accidents to Service Provider staff or ESM staff resulting out of Service Providers activities;
- Invoice processing;
- Observations, questions, suggestions for improvement;
- Any other reasonable and relevant information requested, e.g., confirmation of onsite presence for third party providers' technicians (entry and exit times from the building), etc.;
- Environmental, social and governance measures/initiatives;
- Detail on monthly quality evaluation by the ESM;
- Upcoming activities for the next reporting period;
- Any other information requested.

Templates for monthly, and annual reporting obligations will be disclosed to the successful Candidate. These templates are living documents and the ESM reserves the rights to modify the report templates, and the contents 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.

8. Meetings

The Service Provider and the ESM responsible person will meet on a monthly and annual basis, to monitor the Service provision under the Contract.

Operational meetings will be held on a weekly basis, or as otherwise agreed with ESM.

The meetings will be scheduled by the Service Provider at the beginning of each calendar year and will have an agenda prepared by the Service Provider and sent 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 online 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 monthly and annual 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 with the successful Candidate.

9. 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: KPI Overview. The KPIs will be used to monitor:

- Completion of scheduled maintenance and inspection services
- Regular and ad-hock checks
- Emergency response
- Response & resolution to tickets
- Quality of work
- Contract management
- Completion of projects
- Improvement incentives

The Service Provider and the ESM will conduct a review of the KPIs and associated Performance Thresholds within the first six (6) months of the Contract and regularly throughout the duration of the Contract at the ESM's request. 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 for each KPI 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 may 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: *KPI Overview*. The monthly evaluations will result in a percentage score for each KPI which will correspond to a Performance Threshold. The Performance Thresholds of the KPIs are weighted as indicated in Annex 6 of the Request for Proposal: *KPI Overview*. The KPIs No. 7 "Completion of projects" and No. 8 "Improvement incentives" are optional and included only in the monthly evaluation when they are applicable in the actual month. Should one or both of the KPIs be not applicable in the actual month, the weighting of these KPIs will be distributed amongst all other KPIs according to their weighting.

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 Specialised Reactive Works and Repairs and On-Demand Services, 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 Specialised Reactive Works and Repairs and On-Demand Services for the purposes of the evaluation.

The Bonus Performance Threshold is applicable to all KPIs excluding the KPI for "Emergency response". In order for a Bonus Amount to apply in any given month, the Service Provider:

- Must not achieve a score that meets the Malus Performance Threshold for the KPI for "Emergency response"; and
- Must achieve a positive score in the overall monthly total evaluation result.

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 the KPI for "Emergency response".

The Malus Performance Threshold is applicable to all KPIs excluding the KPI for "Improvement incentives". In order for a Malus Amount to apply in any given month, the Service Provider must achieve a negative score in the overall monthly total evaluation result. For the avoidance of doubt, this means that a Malus Amount will not apply in any month where the Service Provider achieves a positive score in the overall monthly total evaluation result.

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. 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.

10. 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.

Appendix 1 to Terms of Reference

Ongoing Services: list of tasks (non-exhaustive)

This Appendix contains a detailed description of the tasks to be performed by the Service Provider for each of the Ongoing Services as defined in Annex 1.

1.1 Caretaker Services

The **Caretaker services** include the following non-exhaustive tasks:

General tasks

- using the ESM ticketing tool for recording requests, incidents and feedback;
- updating tickets of the ESM ticketing tool at least once per week and on-demand depending on the given priority;
- attending meetings when required;
- providing feedback and suggestions for improving current performance, Services and technical aspects of the Building;
- supporting the Site Supervisor with planning, coordinating and executing activities and projects under this Contract;
- documenting and reporting all incidents and performed Services in the ESM Ticketing Tool.

Handyman tasks

- performing reactive works and small repair works (e.g. valves, toilet/hand paper boxes, door closing mechanism, etc.);
- performing installation of handles, minor painting works, and repairing small areas e.g.: textile floor tiles, walls, door surfaces, floor/wall tiles, ceilings etc. as a result of scratches and damage etc.;
- performing smaller improvement tasks, like running additional cables, installing additional outlets, switches, lights, touch-up painting, etc.
- site clearing-up following reactive works and repairs;
- identifying, isolating, and rectifying faults and defects; if fault elimination is not possible, establishing safe condition (e.g. locking dangerous points, switching off electrical power and informing the Site Supervisor);
- replacing faulty Assets and/or other equipment, components and parts, e.g., changing minor spare parts and consumables;
- refilling consumables;
- keeping adequate level of spare parts and materials in stock and informing the Site Supervisor well in advance if the stock needs to be refilled;
- coordinating/supervising/supporting/escorting personnel for all onsite works (regardless of who performs them) at the Building and supporting the landlord's staff and sub-contractors;
- supporting the landlord's maintenance work and regulatory inspections within the Building;
- providing assistance, as needed, in preparation for organisation of the events;
- in close collaboration with security services provider, perform actions to restore Building and operational functionality after disturbing events, such as fire alarm, evacuation, power cuts, works requiring disturbances to work of the equipment, etc.
- assisting with the assembling/disassembling and move of the furniture and equipment.

Routine Inspections

- performing daily tours of the Building to detect disturbances, faults, damages and dangerous conditions, and take action to remedy any defects;
- performing routine inspection of specific Assets and any further equipment and operating conditions. The Service Provider will ensure that there is no duplication with the Building Maintenance Services to be conducted for a specific month;
- recognising, qualifying, prioritising and reporting disturbances, faults, damages and dangerous conditions to the Site Supervisor and the Out-Of-Hours Services, whenever those cannot be handled directly by the Caretaker;
- conducting setting, switching, controlling, steering and regulation of Assets and/or technical equipment and systems (if not automated); and
- performing simple visual/ functional tests.

1.2 Site Supervisor Services

The Site Supervisor Services include the following non-exhaustive tasks:

General tasks

- handling all administrative tasks related to the contract: e.g. providing quotations, reporting, planning, meeting's preparation and note taking;
- obtaining quotations from 3rd party contractors for Specialized Reactive Works and Repairs, or On Demand services;
- attending regular and ad-hoc meetings;
- reporting to the FM Team responsible person;
- supervising activities (on-going and on-demand services) undertaken by the Service Provider's personnel and subcontractors;
- planning, coordinating and overseeing all Specialised Reactive Works And Repairs;
- responsible for the validation and sign-off of the completed tasks against the Annual Maintenance Plan, including quality aspects, as well as checking subcontractors' proof of work and invoices etc.;
- recording and updating tickets (once a week and on-demand depending on the given priority) in the ESM ticketing tool for all Specialised Reactive Works and Repairs, and projects, and other services where required;
- creating and updating proactively, or upon request operational documentation and other type of documentation;
- recordkeeping of all activities performed;
- updating of all necessary documentation (e.g. log books);
- planning, coordinating and executing simple projects in line with the ESM requirements;
- providing consultations and technical expertise to the FM Team on any technical related topics, if required by the FM Team;
- perform tasks solely, or assist the Caretaker in execution of tasks requiring involvement of more persons;
- performing any other related technical tasks which are in the responsibility of the Service Provider.

Property Manager Relationship Management

- supporting the ESM in maintaining good cooperation and communication with the Property Manager, which includes, but is not limited to: attending meetings, coordinating/supporting projects, helping in diagnosing the issues (leakages, breakdown of equipment, etc.), supporting maintenance works and with other technical matters;
- forwarding in a timely manner (via phone or in the Ticketing Tool) all requests received related to the common areas and assets of the Building which are under the control of the landlord;
- inform the Property Manager promptly about all critical issued in the Building, which causes disturbance in the ESM operation, presents health and safety risk to persons in the Building, or may result in further damage to the equipment or property;
- clarifying split of responsibility over technical assets directly with the Property Manager;
- arranging all required Specialised Reactive Works and Repairs related to the Common Areas and assets as defined in the Asset List with the Property Manager;
- aligning on due dates, delivery times and date of fault correction in relation to the Common Areas and Assets with the Property Manager;
- informing the FM team about any status updates, changes and completions related to the Common Areas and Assets;
- participating in acceptance of fault corrections and remedies to the Common Areas and Assets on behalf of the ESM in line with technical standards.

Asset and warranty management

- keeping the Asset List up-to date for the duration of the Contract (e.g. add/remove assets, record interventions and impact on warranty periods and Annual maintenance plan, if any);
- organising Building Maintenance Services based on the Asset List;
- performing warranty check, documentation and defect notification, to ensure exercise of the warranties, to include activities, such as:
 - regular inspections and recording defects;
 - documentation of identified defects, if necessary, providing photo documentation;
 - in case of identified defects, warranty provisions will be checked and applied and reported to the FM Team responsible person;
 - tracking of defects in the Asset Warranties register; defects have to be compared with the Asset Warranties register (in case the defective Asset cannot be repaired or brought back into an operational mode it has to be replaced);
 - notify the manufacturer of the relevant Asset about the defect in writing (including setting-up a deadline) and start the relevant remedies;
 - granting of a time extension (1st warning) if the installer fails to comply with the set deadline.
- remedying defects:
 - supervision of remedy of defect activities on site;
 - documentation and technical approval/acceptance of remedy results;
 - information to the ESM that remedy is executed, documented and technically approved; and
 - recording in the Asset List after the date when the defect has been reported and resolved;
- arranging substitute or alternative Asset, if required:
 - provision of technical input/advice for request for proposals/quotations;
 - supervision of performance, documentation and technical approval of performance of the substitute Asset;

- confirm to the ESM that Asset performance is technically approved/accepted (and documented);
- commercial review of (third party) invoice, if applicable, and approval to the ESM for payment release;
- accounting to the manufacturer, as applicable.

1.3 Account Manager Services (Contract management)

The Account Manager responsibilities will include, but are not limited to, the following:

- Act as a key contact person for the ESM;
- Oversee the Contract, including the start of the Services and the Start-Up Phase (including any Services provided by the sub-contractors);
- Monitor the provision of the Services;
- Agree and review any additional key performance indicators (“KPI”), and monitor existing KPIs;
- Provide and analyse contract management information;
- 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;
- Oversee the development of the relationship between the Service Provider and the ESM;
- Support and provide guidance to the Site Supervisor;
- Support Site Supervisor, or provide in sole capacity offers from 3rd party contractors for execution of repairs, reactive works and projects;
- Work on continuous improvement initiatives;
- Work with the ESM responsible contact person on any Contract related matters: e.g. negotiate and prepare input for contracts/amendments;
- Create, amend, review and agree contract financial proposals, cost adjustment letters, where required;
- Attend monthly, annual meetings and ad-hoc meetings where required.

1.4 Technical Maintenance Services

As defined in the Terms of Reference in Annex 1, the Technical Maintenance Services include the Building Maintenance Services as well as Specialised Reactive Works and Repairs.

Building Maintenance Services

Building Maintenance Services include the following non-exhaustive tasks.

- a.) Maintenance execution
 - setting, switching, controlling, steering and regulating the Assets (e.g. technical plants, equipment and systems, if not automated);
 - changing major spare parts and consumables (filters, oil etc.);
 - refilling consumables, if necessary;
 - performing touch-up and small area painting for smaller interventions, like after work execution (unless part of the project), after removal of the equipment or decorations from the wall, filling in holes, covering the scratches that are result of normal use (wear and tear), covering smaller spillages that can't be washed, etc.

- performing major adjustments and preventive maintenance according to and in compliance with manufacturer's instructions;
- timely suggestions for the equipment replacement, per its suggested life cycle
- reporting fault elimination;
- ensuring continuous adaptation of building management system and control parameters;
- optimising operating parameters for effective, low-wear, environmentally friendly and energy-saving operations;
- putting technical Assets (temporarily) in or out of order, if required and approved by the ESM; if new components must be installed by the manufacturer of the relevant Asset, the Service Provider will support where necessary;
- regular inspection and tightening of loose parts, assembling and disassembling Assets, and assist with its relocation, as needed;
- cleaning of all Assets and clearing-up of the site, following completion of any maintenance works.

b.) Inspection execution

- scheduling the inspections based on the Annual Maintenance Plan;
- planning and coordinating with regards to the execution of legally and officially prescribed periodic statutory inspections of technical Assets;
- organising ad-hock inspections, either self-initiated (for example, in case of works performed by sub-contractors), or requested by ESM;
- accompanying external experts and inspection agencies, if necessary, and representing the interests of the ESM during such statutory inspections;
- providing proof to the ESM that the statutory inspections have taken place;
- managing remedial actions, i.e. co-ordination of fault elimination or improvements, as indicated in any inspection reports;
- recordkeeping, including all correspondence, certificates, approvals and proof of testing etc. and other documentation relating to the Assets and activities undertaken.

Specialised Reactive Works and Repairs

- performing inspections of the failures and preparing the necessary works;
- repairing of the Asset and conducting a trial run;
- painting of the walls, excluding small touch-up painting which is part of Caretaker responsibilities;
- controlling of the repair process, including functional inspection of the system;
- notifying the work completion to the ESM;
- documenting the work performed, including acceptance protocol of the repair, cost description and identification of optimisation potential. The ESM will provide to the successful Candidate the handover protocol template.

1.5 Out-of-Hours Services

Typical Out-of-Hours Services will include the following non-exhaustive tasks, which are initiated and/or must be executed off-hours:

- receiving, logging, forwarding (if necessary), coordinating and following-up of all notifications; including responses to faults or alerts, as generated either by individual people or by the building management and control system (system which automatically interacts with HVAC,

light etc. and generates failures or information for the building operator) according to the defined workflows and priorities;

- categorising of notifications according to the priorities and response time, and resolving issues according to their priority;
- forwarding alerts to first aid and emergency services, where applicable (e.g. police, firefighters).

Appendix 2 to Terms of Reference

Non-exhaustive list of Consumables, auxiliary materials, spare parts up to an individual cost of €150

I. For heating, ventilation and air conditioning systems:

1. packings and replacement seals for valves and fittings;
2. the standard quality oils and greases necessary for the lubrication of the equipment;
3. rags and various ingredients necessary for routine maintenance;
4. sealing products, hemp, putty, Teflon;
5. pipe and valve assembly joints;
6. fuses, signal lamps, starters, ballasts, capacitors, lighting lamps for electrical control panels;
7. cleaning products and equipment necessary for routine maintenance;
8. descaling products;
9. paint for touch-ups;
10. air filters for ventilation and air conditioning units, for fan coils;
11. fan belts;
12. boiler replacement refractories;
13. the salt required by the softeners serving the circuits of the thermal installations;
14. water conditioning products;
15. refrigerant gases and the special oil necessary for refrigeration units;
16. nozzles, electrodes and burner cells;
17. the baskets of the oil filters;
18. TLs, starters, ballasts and lighting lamps in technical rooms.

II. For sanitary plumbing installations

1. packings and replacement seals for valves and fittings;
2. the standard quality oils and greases necessary for the lubrication of the equipment;
3. rags and various ingredients necessary for routine maintenance;
4. sealing products, hemp, putty, Teflon;
5. pipe and valve assembly joints;
6. fuses up to 15 amperes, signal lamps, starters, ballasts, capacitors, lighting lamps for electrical control panels;
7. cleaning products and equipment necessary for routine maintenance;
8. descaling products;
9. paints for touch-ups;
10. the salt necessary for the treatment of water in sanitary installations (domestic hot water);
11. water conditioning products;
12. products for conditioning and treatment of wastewater;
13. TLs, starters, ballasts and lighting lamps in technical rooms.

III. For electrical installations

1. rags and various ingredients required for routine maintenance;
2. fuses up to 15 amperes, signal lamps, starters, ballasts, electric panel lighting lamps;
3. TLs, starters, ballasts and lighting lamps for common areas;
4. TLs, starters, ballasts and lighting lamps for private areas;

5. lamps and batteries for emergency lighting equipment;
6. the special oil for emergency generators;
7. distilled water for batteries;
8. air and oil filters for generators;
9. halogen lamps, bulbs, spotlights;
10. mercury vapour lamps;
11. sodium vapour lamps;
12. relays, coils, contactors.

IV. Other

1. Carpet tiles for the floor surfaces;
2. Paint for touch-ups for walls;
3. Ceiling tiles;
4. Fire safety and 1st aid items: 1st aid kits (replacement parts), hoses, defibrillator supplies etc.);
5. Screws, washers, nails, silicone, etc.