



REQUEST FOR PROPOSALS FOR THE ATTENTION OF
CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S)

FOR THE PURPOSE OF
THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS OF LOT(S) 1 TO
5 OF THE "GRÜNEWALD WEST MIXED-USE PROJECT" SITE

FOR
THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A MIXED-USE
REAL ESTATE PROJECT

NOTICE

Submission of applications for phase I of selection:

30.05.2025, 4 p.m.

Version dated 12 March 2025

IMPORTANT NOTICE

PLEASE NOTE THAT THERE'S NO TRANSLATION FOR THE FOLLOWING APPENDICES, DOWNLOADABLE IN FRENCH ONLY.

THE FOLLOWING APPENDICES BELOW ARE AN INTEGRAL PART OF THE APPLICATION FILE AND MUST BE SUBMITTED IN PHASE I OF THE SELECTION PROCESS

APPENDICES TO JOIN

- 3.6.: Economic and financial capacity
 - o 3.6.1. Developer
 - o 3.6.2. Other members
 - o 3.6.3. Architect + Engineer
 - o 3.6.4. Power of attorney
- 3.7.: Developer summary sheets
- 3.8.: Architect summary sheets
- 3.9.: Engineer summary sheets



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**TENDERING
RULES**

Submission of applications for phase I of selection:

30.05.2025, 4 p.m.

Version dated 10 March 2025



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1 ORGANISER AND COMMUNICATION

1.1. ORGANISER

This request for proposals is organised by the *Fonds d'Urbanisation et d'Aménagement du Plateau de Kirchberg* [Town Planning and Development Fonds of the Kirchberg Plateau] (the "**Fonds**"), a public institution created by the amended law of 7 August 1961 and represented by its chairman, Mrs Sylvie Siebenborn.

Address

Fonds d'Urbanisation et d'Aménagement du Plateau de Kirchberg
4, Rue Erasme
L-1468 Luxembourg
Tel.: (+352) 26 43 45 10
info@Fondskirchberg.lu

Introduction

The Fonds was created and is governed by the law of 7 August 1961 relating to the creation of a Town Planning and Development Fonds of the Kirchberg Plateau, as amended. The Fonds is administered by a Board of Directors composed of nine members, appointed by the Grand Duke on the proposal of the Government in Council, and is managed on a day-to-day basis by a Director and an Office.

The Fonds bears the expenses relating to its operation and its investments alone and, to this end, can use the proceeds earned from its property transactions (transfer, concession of rights in rem, rental). The Fonds keeps commercial accounts and is subject to the supervision of the Court of Auditors.

The Fonds's public interest missions are the construction of the Grand Duchess Charlotte Bridge, and the town planning and development of the Kirchberg Plateau and the road network (and its accessories) on the Kirchberg Plateau.

Its main mission is the town planning and development of the Kirchberg Plateau. This involves, in particular, the full implementation of the General Development Plan (GDP) of the City of Luxembourg, amended where necessary in close consultation with the City, and the development of the full potential of the land on the Kirchberg Plateau in the manner deemed most appropriate.

1.2. ADDRESS TO WHICH THE APPLICANT'S EXPRESSION OF INTEREST MUST BE SENT

Phase I of compliance and selection

Anyone interested in the request for proposals is invited to express their interest by sending an email to GRouest@Fondskirchberg.lu, and will receive the updated documents, if applicable.

Furthermore, the Applicant undertakes to submit the documents relating to its application with the same naming scheme as that initially transmitted.

The Fonds reserves the right to disregard expressions of interest sent by any means of communication other than this.

**1.3. ADDRESS WHERE QUESTIONS OR REQUESTS FOR FURTHER INFORMATION CAN BE SENT**

Any questions or requests for further information should be sent by email to the address mentioned in point 1.2.

The Fonds reserves the right to disregard any question or request for further information sent by any means of communication other than this.

1.3. ADDRESS TO WHICH APPLICATIONS (PHASE I) / PROPOSALS (PHASE II) SHOULD BE SENT**Phase I of compliance and selection**

All documents to be submitted should be sent by email to the address mentioned in point 1.2.

The documents must be submitted by email **in a single transmission** to the address indicated in point 1.2. If the size of the files attached to the application email exceeds the maximum permitted capacity (for information, this is 20 megabits), the Consortium may submit its application via any platform that allows the transfer of larger files (such as WeTransfer or any other equivalent).

Phase II of appointment

All documents relating to the submission of applications in phase II, appointment, are to be sent to a bailiff's office that will be designated by the Fonds when the documents relating to Phase II are transmitted.



2 PURPOSE OF THE REQUEST FOR PROPOSALS

2.1. DESCRIPTION OF THE PROJECT

The Fonds is launching this request for proposals for developer(s) (hereinafter the “**Developer**”), architect(s) and engineer(s) (hereinafter the “**Consortium**” for the entire applicant team) with a view to obtaining proposals for: i) the design, ii) the construction, iii) the financing, iv) the marketing of a mixed-use urban complex intended to mainly include housing, offices, local shops and services, as well as a mobility hub, in the “Grünwald West mixed-use project - lots 1 to 5” on the Kirchberg plateau in Luxembourg (hereinafter the “**Project**”).

The site (lots 1 to 5) represents a building land area of approximately 1.5 hectares (excluding public spaces created by the Fonds). It is located to the south of Rue des Labours, bounded to the west by Rue de Kevelaer and to the east by Rue André Vésale. To the south of the site, a protected landscaped area borders the plot and extends into the surrounding zone.

Subject to the successful signing of the related notarial deed in accordance with the rules of this request for proposals, the site will be subject to one or more emphyteusis and/or surface rights granted by the Fonds to the selected Developer for a period of 99 years.

Clarifications concerning the boundaries of the plots and their respective minimum surface areas are indicated in the Specifications.

The general and specific objectives are set out below and described in greater detail in the Specifications made available to the applicants. The programme guidelines, planning constraints and requirements are specified therein, as well as the conditions relating to the granted emphyteusis right.

The project involves the construction of lots 4 and 5 with a gross buildable area of approximately 23,500 m² and lots 1 to 3 with a gross buildable area of approximately 21,500 m².

The implementation schedule is organised as follows:

- The Developer undertakes to carry out the work within a maximum period of 72 months.
- Work on lots 4 and 5 must begin no later than 6 months after the building permit is granted.
- Work on lots 1 to 3 must start no later than 3 years after the start of work on lots 4 and 5.
- Should the Developer start work on lots 1 to 3 at least 6 months after the start date of work on lots 4 and 5, it will be considered that it is carrying out the work in phases.
- For each lot, the maximum construction period is 36 months from the start of work to the acceptance.

The project is divided into two missions:

- Design, construction and marketing mission (Developer = Contracting Authority) for:
 - Housing units marketed on the open market (“**Open-Market Housing Unit(s)**”);
 - The housing units of the Kirchberg Fonds programme, marketed at below market price, with conditions on their acquisition and occupation (the “**Kirchberg Fonds Housing Unit(s)**”) intended for sale;
 - The Mobility Hub and other service sector spaces.

As the Contracting Authority, the Developer will be responsible for completing all the necessary authorisation procedures. The Fonds will have the right to monitor the execution of the operation and its compliance, as well as compliance with the requirements set out in the Specifications.



The operation will have to be financed by the marketing and/or operation of the commercial, administrative and residential areas to be developed. The remuneration of the “investor-developer”, who will exclusively bear the risks of the operation, will thus be drawn from the proceeds of the marketing and/or operation of the areas.

- Design, construction mission (Fonds = Contracting Authority) for:
 - Affordable housing as defined by article 29 bis of the Housing Pact 2.0;
 - The Kirchberg Fonds Housing Units intended for letting by the Kirchberg Fonds (10%).

2.2. PROVISIONAL SCHEDULE

The timetable below is an indication of the course of the remainder of the procedure, from the publishing of the Tendering Rules (subject to modification and adjustment and without any rights arising therefrom).

PROVISIONAL SCHEDULE AS AT 27.02.2025		Comments of the assessment panel
Phase I (compliance and selection)		
Publishing of the request for proposals	10.03.2025	
Deadline for sending questions and reporting ambiguity, errors or omissions	Friday 14.04.2025	
<i>Easter school holidays: 5-20 April</i>	<i>For information</i>	
Estimated date of sending of answers to the questions (1)	No later than Tuesday 30.04.2025	
Deadline for submitting application files	Monday 30.05.2025, 4 p.m.	
<i>Whitsun school holidays: 24 May-1 June</i>	<i>For information</i>	
Preliminary assessment panel	Monday 16.06.2025	
Final assessment panel	Friday 04.07.2025	
<i>Summer school holidays: 16.07- 14.09</i>	<i>For information</i>	
Notification to participants	Tuesday 22.07.2025	
Phase II (appointment) (3)		
Phase II.1 (interim)		
Submission of specifications to shortlisted applicants	Tuesday 29.07.2025	
Deadline for sending questions and reporting ambiguity, errors or omissions	Monday 19.09.2025	
Estimated date of sending of answers to the questions (2)	06.10.2025	
Deadline for submission of interim projects	01.12.2025	
Analysis by the Preliminary Assessment Panel	05.01.2026	
Final assessment panel	19.01.2026	
Feedback of the Preliminary Assessment Panel (Final assessment panel)	30.01.2026	



Phase II.2 (final)		
Deadline for sending questions and reporting ambiguity, errors or omissions	Monday 23.02.2026	
Estimated date of sending of answers to the questions (2)	Monday 3.03.2026	
Deadline for submission of projects	Monday 30.03.2026	
Preliminary assessment panel	Monday 20.04.2026	
Final assessment panel	Monday 4.05.2026	
<i>Kirchberg Fonds CA</i>	<i>To be completed</i>	
Proclamation of the result of the request for proposals	<i>June 2026</i>	

- (1) These answers will form an integral part of the requirements and observations to be complied with for the said request for proposals. They will be sent to all applicants who have withdrawn from this request for proposals in a non-anonymous manner.
- (2) These answers will form an integral part of the requirements and observations to be complied with for the said request for proposals. They will be sent to all applicants selected for phase II.1 and/or II.2, respectively, of the appointment process.
- (3) The Fonds reserves the right to postpone the launch of Phase II of appointment until the SDP (special development plan) has been validated, or any appeals have been favourably resolved.

2.6. COMMITMENTS

By submitting its bid, the Consortium commits, in the event that its bid is selected by the Fonds:

- to the fulfilment of its bid, in accordance with it (in particular the architectural project and deadlines);
- to the signing of a deed of concession of emphyteusis and/or surface rights in accordance with the principles set out in section B12;
- to the payment of the fee;
- to the marketing of the entire project, in accordance with the requirements set out in section B12.

The Consortium must ensure that it obtains all the rights necessary to carry out the project in accordance with the architectural project selected and accepted by the Fonds.



3. PROCEDURE

3.1. INTRODUCTION

The procedure for choosing the Consortium will be carried out in two phases:

Phase I: Compliance and selection phase

Procedure for selecting the consortiums of developer(s)/architect(s)/engineer(s) that will be chosen to participate in the appointment phase to develop a financial bid and an architectural proposal.

This selection procedure is based on an application file intended to demonstrate the consortium's qualifications in terms of its competence, experience and reliability (see Appendix 2).

The Fonds will select a maximum of 5 consortiums, and reserves the right to appoint a substitute.

No participant has been selected yet.

Phase II: Appointment phase

Procedure for appointing the consortium of developer(s)/architect/engineer(s) with the Developer with whom the Fonds will enter into a deed of concession of emphyteusis and/or surface rights.

In addition to the Developer's commitment to entrust a mission to the architect (See Appendix 3.2 Service mission), in the event of the appointment of the consortium, the Developer undertakes to award a mission for the continuation of the project and until its completion to a civil engineering consultancy firm and to a technical engineering consultancy firm.

The Fonds draws the attention of Applicants to the fact that it reserves the right to terminate the request for proposals procedure that is the subject of this request for proposals at any time, without any compensation being due to Applicants. Furthermore, the second phase of the request for proposals will only be launched if the SDP (special development plan) is validated.

Furthermore, in the event that the Developer undertakes to carry out the project in two phases, the Fonds also reserves the right not to award the second phase (lots 1, 2 and 3) in the event that phase 1 (lots 4 and 5) is not executed satisfactorily.

The appointment procedure is based on a price bid and an architectural and landscaping project.

3.2. PARTICIPATION TERMS AND CONDITIONS

Each consortium may only submit its application once.

Any consortium submitting an application must indicate the architect(s) and engineer(s) that it will appoint to develop and implement the project, with whom it will form an inseparable group.

However, it is specified that the Consortium forms a whole within the framework of this request for proposals (Developer(s) - Architect(s) - Engineer(s)), that the members of the Consortium will be rated separately and that only the Developer will be a signatory to the deed of concession of the surface and emphyteusis rights.

Each component of a consortium can only participate in one consortium.



Consortiums consisting of a developer and one (or more) architect(s) and engineer(s) selected by the assessment panel following the request for proposals are eligible to participate in the request for proposals.

Only applications and projects selected by the Fonds following this request for proposals will be considered. Competitors must participate in the same consortium under which they submitted their application.

3.3. QUESTIONS AND ANSWERS

All questions will be answered collectively, generally and anonymously. The answers to the questions will be sent to all interested parties.

These answers will form an integral part of this request for proposals.

4. ADMINISTRATIVE INFORMATION

4.1. LANGUAGES

All documents must be drafted in French. If necessary, documents should therefore be translated into this language. The Consortium will therefore be responsible for translating them.

Only this request for proposals is available in French and English, and the French version is binding.

The deed of concession of emphyteusis and/or surface rights shall also be drafted in French.

4.2. AMBIGUITY

Applicants who notice any ambiguities, errors or omissions in any of the documents submitted as part of this tendering process are required to inform the Fonds immediately at the email address mentioned in point 1.2. no later than the dates defined in point 2.2. of these Rules.

4.3. INDEMNITIES

The Fonds will contribute €50,000 (including tax) towards the compensation of the project management offices, only for the Consortium selected for Phase II.2 of final appointment, provided that the developed project obtains a minimum of 24 out of 40 points. Furthermore, the Developer undertakes to transfer the benefit of the entirety of the said compensation to the project management office, including the subcontracted landscape architect (See Appendix 3.2 Service mission).

4.4. FOLLOW-UP TO THE REQUEST FOR PROPOSALS

Subject to the receipt of special authorisation from the Government in Council and the approval of its supervising Minister, in accordance with the applicable provisions of the amended law of 7 August 1961 on the creation of a Town Planning and Development Fonds for the Kirchberg Plateau, as amended, the Fonds will normally sign a deed of concession of emphyteusis and/or surface rights with the Developer belonging to the consortium that obtained the highest total number of points in Phase II.

However, the Fonds's board of directors may also, for any reason whatsoever, decide not to select any of the applicant project Developers or select an applicant other than the one recommended by the Expert Committee.

It is emphasised that the decision of the Final Assessment Panel is not equivalent to signing and entering into contract(s), which remain under the sole remit of the Fonds's Board of Directors, which will decide on the execution of the Project.

The Fonds reserves the right to terminate the request for proposals at any time during the procedure. Furthermore, the second phase of the request for proposals will only be launched if the SDP (special development plan) is validated.

Furthermore, the Fonds also reserves the right not to award the second phase (lots 1, 2 and 3) in the event that phase 1 (lots 4 and 5) is not executed to the Fonds's satisfaction.

The principles of the deed of concession of emphyteusis and/or surface rights can be found in Appendix 12.



The winning project may be subject to certain amendments that prove necessary, depending on the final assessment panel's recommendations and the progress of the studies. Adaptation and fine-tuning will be carried out in close collaboration with the Fonds and will not be remunerated.

4.5. EXHIBITION

The Kirchberg Fonds reserves the right to organise a public exhibition.

4.6. OWNERSHIP OF THE WINNING PROJECTS

The selected architectural project is the property of the Developer, who may only use it for the execution of the work that is the subject of the request for proposals. The project management retains the copyright on its work, without prejudice to the following.

By participating, each member of the selected Consortium, individually, and the selected Consortium as a whole, authorise the Fonds, free of charge, to distribute to the public, by sale or otherwise, copies, reproductions or illustrations of their work. The Fonds may thus, for advertising and information purposes, use and reproduce the drawings, technical documents and photos of the project in progress and completed, and of its construction site, adding the names of the members concerned.

4.7. LEGAL BASIS FOR THE REQUEST FOR PROPOSALS

These specifications for the request for proposals and the answers to questions constitute the legal basis that is binding on the contracting authority, the assessment panel and the participants.

By submitting its architectural proposal and its price bid, the consortium declares that it accepts the content of these specifications, the terms and conditions of the project and the legal basis.

The decisions of the Final Assessment Panel and the Fonds are final. The judgement and the ranking of projects may not be disputed.

The operation that is the subject of this tendering process does not constitute a public works, supply or services contract within the meaning of the amended law of 8 April 2018 on public procurement, insofar as its various parts are objectively inseparable and its main purpose does not fall under this legislation, which is therefore not applicable.

This procedure is initiated by a request for proposals and will be carried out in strict compliance with the principles of transparency, non-discrimination and equal treatment of applicants.

4.8. FINAL COMMENTS

The consortium is inseparable. Thus, if one of them withdraws, the consortium as a whole will be excluded from the request for proposals.

The Developer must ensure that, prior to its application for the deed of transfer, it has obtained all the rights necessary to carry out the project in accordance with the architectural project selected and accepted by the Fonds. In order to ensure compliance with the deadlines stipulated in the deed of transfer, any disagreements that may arise between the developer and the architect shall not be enforceable against the Fonds.



The Fonds reserves the right to:

- terminate the request for proposals at any time during the procedure
- not enter into a deed of transfer with a consortium for the lot that is the subject of the request for proposals,

4.9. JURISDICTION AND APPLICABLE LAW

This request for proposals is subject to Luxembourg law and the courts of the judicial district of the City of Luxembourg shall have exclusive jurisdiction over any dispute that may arise therefrom.

The terms referred to within this request for proposals must be interpreted according to their definition and/or interpretation at the time of its publication.

More specifically, the cadastral surface area (CS), or the weighted surface area of a lot, is the sum of the weighted surface areas of all the parts that make it up. The weighted surface area of a part is the product of its useful surface area and the respective weighting coefficient.

In this regard, reference is also made to the "INFORMATION concerning the CALCULATION OF THE USEFUL SURFACE AREA and the CALCULATION OF THE SHARE in a condominium building" of May 2017 published by the Land Registry and Topography Administration.

4.10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY OF DOCUMENTS PROVIDED BY THE FONDS

The documents provided by the Fonds to the project Developers and which have not been publicised elsewhere are to be considered the property of the Fonds and confidential, and may not be disclosed, published or used without the express prior written authorisation of the Fonds.

4.11. PROCESSING OF PERSONAL DATA

In the context of and for the execution of the operation, the applicant project Developers, their partners, employees and/or collaborators agree to the Fonds processing their personal data (the "data"), if they are natural persons, as well as the data of their partners, employees and/or collaborators, within the meaning of the General Data Protection Regulation (the "GDPR").

The categories of data concerned are:

- Last name, first name, professional details (email address, telephone number, etc.), education, career.

In this respect, the Fonds acts as the Data Controller. Its full contact details are Rue Erasme, 4 to 1468 Luxembourg; tel.: (+352) 26 43 45 10; fax: (+352) 26 43 45 40; info@Fondskirchberg.lu

The Fonds undertakes to comply with the GDPR and, more specifically, to restrict the data collected, their processing and transfer, as well as the length of time they are retained, to the strict minimum necessary for the execution of the operation. The data shall not be communicated to any third party, with the exception of the members of the Expert Committee and external consultants. No subsequent use of the data or use for purposes other than the original purpose is planned.

This processing is justified by the holding of pre-contractual discussions with a view to entering into a contract.



The Fonds keeps an up-to-date Register of Processing operations, which can be consulted upon reasoned request.

The data are protected in particular by the security measures of the IT system of the Government of the Grand Duchy, as implemented by the Centre of Information Technology of the State (CTIE [*Centre des technologies de l'information de l'Etat*]).

Each data subject has the right to access his/her data, the right to rectify and/or erase them, the right to restrict and/or object to them being processed, and the right to data portability.

Each data subject also has the right to lodge a complaint with the National Data Protection Commission (CNPD [*Commission nationale pour la protection des données*], 1, avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette).

For all requests or questions concerning data processing, the contact person is the Data Protection Officer (Rue Erasme, 4 to L-1468 Luxembourg; tel.: (+352) 26 43 45 28; fax: (+352) 26 43 45 40; info@Fondskirchberg.lu).

The data subjects undertake to inform the latter of any changes to these data.

Applicant project Developers undertake to inform the data subjects of the foregoing.

4.13. LIST OF DOCUMENTATION AND APPENDICES

A0 – Executive summary

A1 - Tendering rules

A2 - Appendix 1: Composition of the Preliminary assessment panel and Final assessment panel

A2 - Appendix 2: Compliance, selection and appointment criteria

A2 - Appendix 3: Documents to be submitted:

- 3.1.: Deliverables
- 3.2.: Letter of undertaking - Service mission
- 3.3.: Letter of undertaking (Developer) – Project to be carried out
- 3.4.: Declaration of intent for a bank guarantee
- 3.5.: Principle of the bank guarantee
- 3.6.: Economic and financial capacity
 - o 3.6.1. Developer
 - o 3.6.2. Other members
 - o 3.6.3. Architect + Engineer
 - o 3.6.4. Power of attorney
- 3.7.: Developer summary sheets
- 3.8.: Architect summary sheets
- 3.9.: Engineer summary sheets

A2 - Appendix 4: Documents submitted

B1 Specifications



- B2 – Appendix 1: General
- B2 – Appendix 2: The objectives of the project
- B2 – Appendix 3: The urban context
- B2 – Appendix 4: Programme and surfaces to be created
- B2 – Appendix 5: Architectural specifications (sent in Phase II)
- B2 – Appendix 6: Environmental specifications (sent in Phase II)
- B2 – Appendix 7: Landscaping specifications (sent in Phase II)
- B2 – Appendix 8: General building specifications (sent in Phase II)
- B2 – Appendix 9: Other constraints (sent in Phase II)
- B2 – Appendix 10: Specifications for the operating phase (sent in Phase II)
- B2 – Appendix 11: Specifications for demolition (sent in Phase II)
- B2 - Appendix 12: Principles applicable to the deed of concession of emphyteusis and/or surface rights
- B2 - Appendix 13: Marketing terms and conditions
- B2 - Appendix 14: Schedule (sent in Phase II)
- B2 – Appendix 15: Documents relating to the “Grünwald West” project (sent in Phase II)



REQUEST FOR PROPOSALS FOR THE ATTENTION OF
CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) /
ENGINEER(S)
FOR THE PURPOSE OF
THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS
OF LOT(S) 1 TO 5 OF THE "GRÜNEWALD WEST MIXED-USE
PROJECT" SITE
FOR
THE DEVELOPMENT, IMPLEMENTATION AND MARKETING
OF A MIXED-USE REAL ESTATE PROJECT

APPENDIX 1

**Composition of the Preliminary assessment panel and Final
assessment panel**

Only the consortiums selected by the Final Assessment Panel at the end of phase I of the selection process are permitted to take part in phase II of the appointment process. Consortiums must participate in the formation in which they submitted their application for the selection phase.

The Final Assessment Panel will assess the submitted projects on the basis of defined assessment criteria (See Appendix 2: Compliance and selection criteria) for the phase I of selection and the phase II of appointment.

1.1 The Preliminary assessment panel in phase I of selection

The **Preliminary assessment panel**, made up of Fund agents, assisted where necessary by experts, will analyse and verify the admissibility (compliance, completeness, sufficient capacity, etc.) of the application files, in particular on the basis of the Rules, as amended where applicable by the questions and answers of the description, the deliverables for this Phase I (in appendix 3) and the criteria (in appendix 2), and in particular with regard to the following points:

- administrative documents,
- economic and financial capacity,
- references,
- letter of undertaking – service missions (appendix 3.2),
- letter of undertaking – project to be carried out (appendix 3.3),
- Letter of intent for a completion bond (appendices 3.4 and 3.5).

1.2 The preliminary assessment panel in phase II of appointment

In the interim phase (Phase II.1) and in the final phase (Phase II.2), before being submitted to the final assessment panel, the proposals are checked by the **preliminary assessment panel** for their compliance with:

- these rules, amended as applicable
- the questions and answers of this request for proposals,
- the specifications, rules and their appendices

The examination of the preliminary assessment panel will report any errors of design, inscription or calculation in the competitors' documents, and will be reported to the final assessment panel before the start of the latter's operations.

2.1 The Final Assessment Panel

The Fund appoints a Final Assessment Panel of 9 members, of which at least one-third of the members must be qualified architects.

The selected members of the Final Assessment Panel are as follows:

- 1 chairman:
- 1 architect representative of the Order of Architects and Consulting Engineers (“OAI”)
- 1 engineer representative of the OAI, with experience in the design and construction of building projects
- 1 OAI landscape architect representative
- 1 representative of the City of Luxembourg
- 1 representative of the National Low-Cost Housing Company (“SNHBM”) or other “Public developer” with experience in rental management
- 3 Fund representatives

The Final Assessment Panel is autonomous in its judgement.

The Final Assessment Panel makes its decision by majority vote.

2.2 The operations of the final assessment panel

2.2.1 The Final Assessment Panel in phase I – Selection

On the basis of the preliminary assessment panel's report, the final assessment panel deliberates, rejects the inadmissible applicants and ranks the admissible applicants on the basis of the criteria set out in Appendix 2, so as to be able to select a maximum of the top five ranked candidates.

2.2.2 The Final Assessment Panel in Phase II – Appointment

Phase II.1. Interim phase

After examining the report of the preliminary assessment panel and the presentation of the Applicant, the final assessment panel holds a discussion without the applicant, followed by an interview with the applicant.

On this basis, the final assessment panel assesses the projects according to the criteria set out in Appendix 2, and ranks them accordingly.

Phase II.2. Final phase

After examining the report of the preliminary assessment panel, the final assessment panel will exclude from the request for proposals any project whose author has not complied with the essential conditions of the specifications, the programme and the other parts of the

request for proposals. It also rejects projects that are blatant plagiarism or whose work must be considered inadequate.

The final assessment panel will assess the projects according to the criteria set out in Appendix 2.

The proposals will be assessed individually by the members of the final assessment panel. The project considered to be the best will be awarded the maximum rating for the **architectural section** (40/40), and the other projects will be assessed proportionally on this basis.

The decisions of the Final Assessment Panel and any recommendations will be set out in a written report, which will be submitted as soon as possible for approval by all the members of the Panel present and signed by the Chairman and the secretary.

With a view to opening the economic bids, consortiums whose architectural proposals have not obtained at least 60% (i.e. 24/40) of the maximum points awarded to the architectural section will be eliminated. As a result, the economic bids will be opened only to those consortiums whose proposals have obtained at least 24/40 for the architectural section.

Once the economic bids have been opened, the **price bids for the land to be transferred by the Fund** will be converted into points (the best bid being awarded the maximum number of points, i.e. 60/60, and the others being assessed proportionally), which will be added to the points obtained in the architectural section.

The Consortium that is awarded the request for proposals shall, in principle, be the one with the highest total points (Architectural section + Economic section).



REQUEST FOR PROPOSALS FOR THE ATTENTION OF
CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) /
ENGINEER(S)
FOR THE PURPOSE OF
THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS
OF LOT(S) 1 TO 5 OF THE "GRÜNEWALD WEST MIXED-USE
PROJECT" SITE
FOR
THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A
MIXED-USE REAL ESTATE PROJECT
APPENDIX 2
Compliance, selection and appointment criteria

The consortiums selected by the Fund in phase I of selection will be admitted to Phase II of appointment and to submit an economic bid and an architectural project.

1. The selection criteria in phase I of selection

The selection criteria in phase I of selection are as follows:

For the Developer section (weighting of 40 points):

- The economic and financial capacity relating to:
 - the solvency, liquidity and profitability ratios
 - the financial stability of the commercial structure
 - the identified risk factors
- the quality of references in construction for comparable projects
- the professional qualifications of the company or companies and the people in charge of the project

For the Architect section (weighting of 35 points):

- the architectural quality and urban integration of comparable project references
- the complexity and comparable situation of the references
- the professional qualifications of the company and the people in charge of the project

For the Civil Engineering / Technical Engineering section (weighting of 15 points):

- the quality of comparable project references
- the complexity and comparable situation of the references
- the professional qualifications of the company and the people in charge of the project

For the Team (weighting of 10 points):

- methodological note and the work and organisation approach (including planning and organisation chart)

Total: 100%

The assessment will be made relatively by comparing the applicants.

2. The assessment criteria in phase II.1 of interim appointment

Only the criteria related to the project are taken into account, namely:

- urban integration criteria
- architectural and landscaping criteria
- functional and layout criteria, etc.

and in particular:

- the quality of the architectural identity and its integration into the site: materials, balance of volumes and openings, layout of spaces, scale of the project, horizontal and vertical sequences, social quality, quality of the ground floor and its relationship with the exterior space, landscaping treatment of frontages and transitions between public/private spaces,

- the quality of the landscaping concept and the spatial quality of the exterior facilities, with the hierarchisation of exterior spaces, the appropriation of private spaces, the management of the transition from public to private, the types of vegetation and their seasonal qualities

- the quality of the ground floor, with the treatment of interior/exterior relationships, the preservation of privacy and the quality of layout,

- the functional and programmatic quality of the Mobility Hub

- the quality of the homes, with their interior layout, the habitability of the homes and balconies/loggias, the preservation of privacy, the quality of green/horizontal traffic routes and other spaces, the views generated towards the exterior with a view of the sky and greenery, access to light

- the environmental quality of the project

- the operating/maintenance costs and the durability of the quality of the construction over time.

3. The assessment criteria in phase II of final appointment

- Economic section **(60 points)**:

→ Competitiveness of the financial proposal for the emphyteusis right.

- Project **(40 points)**:

- urban integration criteria
- architectural and landscaping criteria
- functional and layout criteria, etc.

and in particular:

- the quality of the architectural identity and its integration into the site: materials, balance of volumes and openings, layout of spaces, scale of the project, horizontal and vertical sequences, social quality, quality of the ground floor and its relationship with the exterior space, landscaping treatment of frontages and transitions between public/private spaces,
- the quality of the landscaping concept and the spatial quality of the exterior facilities, with the hierarchisation of exterior spaces, the appropriation of private spaces, the management of the transition from public to private, the types of vegetation and their seasonal qualities
- the quality of the ground floor, with the treatment of interior/exterior relationships, the preservation of privacy and the quality of layout,
- the functional and programmatic quality of the Mobility Hub
- the quality of the homes, with their interior layout, the habitability of the homes and balconies/loggias/terraces, the preservation of privacy, the quality of green/horizontal traffic routes and other spaces, the views generated towards the exterior with a view of the sky and greenery, access to natural light
- the environmental quality of the project
- the operating/maintenance costs and the durability of the quality of the construction over time.



REQUEST FOR PROPOSALS FOR THE ATTENTION OF

CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S)

FOR THE PURPOSE OF:

THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS OF
LOT(S) 1 TO 5 OF THE "GRÜNEWALD WEST MIXED-USE PROJECT" SITE

FOR

THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A
MIXED-USE REAL ESTATE PROJECT

APPENDIX 3

Deliverables

V1_17.03.2025



LIST OF DOCUMENTS TO BE SUBMITTED BY APPLICANTS

Comment

If the Fund finds that the application files are not complete, it reserves the right, but not the obligation, to inform the applicants concerned, giving them a new deadline, identical for all applicants, to allow them to complete their file, on penalty of exclusion.

PHASE I of SELECTION

1.1 Contents of the application file in Phase I of selection

1.1.1 Information about the Developer

- - The coordinated articles of association currently in force of the economic operator
- A signed sworn statement (on a paper with a letterhead) that the applicant is not subject to a **ban on participating in public tenders**, nor to bankruptcy, court-ordered receivership or liquidation proceedings (statement less than 1 month old at the time of submission)
 - The certificate(s) issued by the competent authority confirming that the applicant is up to date with its obligations relating to the **payment of social security contributions** in accordance with the legal provisions of the country where it is established (certificate less than 3 months old at the time of submission). In the case of a bid submitted by applicants incorporated as a legal entity, the certificate referred to is that of the legal entity as well as of its directors,
 - The certificate(s) issued by the competent authority confirming that the applicant is up to date with its obligations relating to the **payment of taxes** in accordance with the legal provisions of the country where it is established (certificate less than 3 months old at the time of submission),
 - The certificate(s) issued by the competent authority certifying the up-to-date status of its **payment of taxes** (VAT) in accordance with the legal provisions of the country where it is established (certificate less than 3 months old at the time of submission),
 - An extract of **registration with the trade register or the professional register** (an official document, less than three months old, certifying the applicant's registration in the trade register or the public authority register listing commercial companies),



- One (or more) recent (max. 3 months old) extract(s) from the **criminal record** of the Developer (natural person), and/or of the directors/managers of the Developer (legal person), and/or of the natural persons or directors/managers of the legal person(s) that are members of a consortium,
- A copy of the **incorporation permit** authorising the applicant to work as a property developer (referred to as the Developer in this request for proposals),
- **The organisation chart of the group** of companies to which the applicant belongs,
- **An extract from the Register of Beneficial Owners (RBE)** showing the composition of the shareholding, the beneficial owners, as well as the direct and indirect economic interests within other entities, less than one (1) month old at the time of the Applicant's submission of its bid,
- A certificate of **third-party and professional liability insurance** valid for the current year as well as a certificate of a **ten-year guarantee**.
- **The turnover** for the last 3 financial years available, to be filled out in Appendix 3.6.1
- **The profit and loss accounts** for the last 3 financial years available.

In the event that the Developer, or various members of the Developer consortium, have only been operating in Luxembourg since a date after 1 January 2022, the aforementioned certificates must be provided both for the period of activity in Luxembourg and for the period of activity abroad, from the authorities of the country of the registered office or the country of their main activity.

- **References**

The Developer must indicate at least one "comparable reference", the most recent one possible:

- Of setting up property development projects and their financing
- Of architectural conception and design integrating sustainable development
- Of construction and marketing, including mixed-use ground floors with an underground car park having more than 51 parking spaces (marketing either directly



- or indirectly via concession)
- Of outdoor space development combined with a real estate project

A “comparable reference” means a (or a set of) collective housing buildings comprising at least 100 collective housing units (residence of 20 units or more) that have been built (and completed) in a single real estate operation and within a maximum period of 3 years (start of project to end of project), having an energy class of AAA, with a commercial ground floor. In addition to meeting the requirements described above, references with an environmental certification are a plus.

The car park reference may be different from the other reference.

In the case of a full mission entrusted to the project manager, the project manager's references for “comparable projects” must be references for projects in Luxembourg, and the Developer's references may not be for projects in Luxembourg. In the case of a partial mission entrusted to the project manager, the references for “comparable projects” of the project manager and the Developer must be references for projects in Luxembourg.

Illustrated references should be documented with Appendix 3.7

- Letter of undertaking (Developer) – Service mission

The Developer must submit a sworn statement that it undertakes to grant, if the contract is signed, a service mission to the architect(s) and engineer(s) of the defined project and to honour its commitments in respect of the services in accordance with the template in appendix 3.2.

The full mission of the project manager will be preferred as part of this project for the building envelope, the complete finishing of the common areas and the outdoor and landscaping developments. Only the interior fittings of the housing units will be left to the Developer's discretion in compliance with the specifications relating to the categories of housing, namely the specifications for the Kirchberg Fund housing units as well as the specifications for affordable housing under art.29bis.

Developers are advised to take into account the services of an architect of their choice for the layout of the private parts of the housing units and the related site management.



- Letter of undertaking (Developer) – Project to be carried out

The Developer must submit a sworn statement (see appendix 3.3) stating that it undertakes, if the contract is signed, to carry out the winning project and comply with the specifications.

- Letter of intent for a bank completion bond

The Developer must draft the letter of intent for a bank completion bond (see appendix 3.4), for up to €66,000,000.00 (sixty-six million euros) for the “Grünwald West neighbourhood” project, which covers, according to the Fund's estimates, and without commitments in this regard, approximately 50% of the construction and development costs of the complexes.

Any proposal offering a letter of intent for a bank guarantee that does not comply with the attached template will be rejected.

No changes may be made without resulting in the exclusion of the Developer from this request for proposals.

- Information note indicating the way in which the consortium will carry out the mission, from the design stage to its presence on the worksite, if applicable, a summary note signed by the members of the consortium, specifying the distribution of the mission between partners (from the request for proposals design stage, to the execution of the project including site supervision) / methodological note specifying the conceptual approach, the organisation of work and the planned phasing

- The presentation files of the team members and CVs of the people in charge of the project

1.1.2 Information about the Architect

Presentation and indication of the architect(s) to whom the Developer will entrust the development and execution of the project, namely their last name, first name, profession, company name, address, telephone number, email address, and, if applicable, the organisation chart of the consortium of architects as well as the distribution of the architect's mission within the framework of this request for proposals.



- **Administrative documents** to be provided by the architects:

- a certificate of **third-party liability insurance**,
- the certificate of registration in the register of the *Ordre des Architectes et Ingénieurs* [Association of Architects and Engineers] of Luxembourg, valid for the year 2025,
- **or, failing that**, the certificate of registration in the professional register of the country of origin, valid for the year 2025.
- extract(s) from the **criminal record less than 3 months old**,
- the turnover for the **last 3 financial years available**, to be filled out in Appendix 3.6.3.

- **Professional references**: a maximum of 5 references for “comparable projects”, as recent as possible.

Illustrated references should be documented on the basis of Appendix 3.8.

A “comparable reference” means at least:

- a (or a set of) collective housing building(s) comprising at least 50 collective housing units (residence of 20 units or more), having an energy class of AAA, with a commercial ground floor. In addition to meeting the requirements described above, references with an environmental certification are a plus.
- An underground car park with more than 51 parking spaces shall be a plus.

Some points to bear in mind: AAA energy class; in an existing urban neighbourhood, innovative energy design; quality of integration with its environment; use of healthy materials; innovative criteria in residential construction; integration of common areas, mix of housing types.

Comment

References will be assessed solely on the basis of the data and illustrations provided by the office in the application file.

1.1.3 Information about the Engineer

Presentation and indication of the engineer(s) to whom the Developer will entrust the



development and execution of the project, namely their last name, first name, profession, company name, address, telephone number, email address, and, if applicable, the organisation chart of the consortium of engineers as well as the distribution of the technical engineer's / civil engineer's mission within the framework of this request for proposals.

- **Administrative documents** to be provided by the Engineer(s):
 - a certificate of **third-party liability insurance**,
 - extract(s) from the **criminal record less than 3 months old**,
 - the turnover for the **last 3 financial years available**, to be filled out in Appendix 3.6.3.

- **Professional references:** a maximum of 3 references for comparable projects, as recent as possible.

The minimum requirement: a real estate complex comprising at least 50 (or more) collective housing units and a commercial activity, with a publicly accessible underground car park having more than 51 parking spaces. Energy class AAA.

Comment

References will be assessed solely on the basis of the data and illustrations provided by the office(s) in the application file.

PHASE II of APPOINTMENT

1.2 Contents of the application file in the 2nd phase of interim appointment

By submitting its architectural and financial proposal, the participating consortium declares that it accepts the content of these rules and their appendices, which constitute the legal basis of the request for proposals.

Each consortium can only submit one project. Variants are not permitted. Entries on drawings and any other documents must be drafted in French.

If the Fund finds that the application files are not complete, it reserves the right to inform the applicants concerned of this, giving them a new deadline, identical for all



applicants, to allow them to complete their file, on penalty of exclusion.

The Fund reserves the right to modify the content requirements of Phase II at a later stage.

1.2.1 Formulation of the architectural section:

For the formulation of the architectural section of the project, the consortium is required to comply with the specific construction requirements for the Grünewald West neighbourhood, attached hereto. Each consortium can only submit one project. Variants are not permitted. Entries on drawings and any other documents must be drafted in French.

The rendering of the architectural project in phase 2 of interim appointment includes:

For lots 4 and 5, the deliverables of the architectural project consist of a summary rough-draft rendering at the scale of 1:200, including in particular:

- a text description of the architectural and landscaping concept, on a maximum of 2 A4 pages,
- Residential buildings:
 - Overall layout plan at a scale of 1:500 showing entrances, topography, outdoor facilities and shaded areas (as at 21/06)
 - Floor-wise plans at a scale of 1:200 (ground floor, intermediate floor, offset floor, roof and basement) showing the boundaries of the different buildings, the allocation of rooms, internal traffic routes, wet cores.
 - 2 cross-sections (1:200) for each lot, showing the projected topography
 - Façade plans and façade details at 1:20, relating to the buildings that make up the block
 - Diagram showing the distribution of housing unit categories and types
 - Diagram showing the programming and layout of the ground floors and their entrances and frontage areas
 - Plans at a scale of 1:200 of the outdoor spaces of private lots, showing the allocations and topographical levels. The plans will specify the layout of the frontage areas, terraces, inner courtyard, type of play equipment, roof layout, street furniture and lighting. The rainwater management system must be



specified and clearly indicated in the plans.

- A range of plants specified by a planting plan;
 - Maintenance logbook for buildings and outdoor spaces
-
- Mobility hub: deliverables defined in the Mobility Hub specifications
 - Condominium unit division and flow management diagram
 - Tables of surface areas with details of programming by building-lot, by category of housing units; by type of housing units, programming of ground floor, gross built-up area, non-agricultural area and gross living area by function, number of parking spaces and their allocation:
 - the total gross built-up area (GBA), by lot, by building and by floor,
 - the gross living area (GLA) of the various housing units,
 - the surface area of the space dedicated to shops, local services or hotels and restaurants, and offices,
 - the surface area of cellars, laundry rooms, rubbish rooms, meter rooms, bicycle room, pram room and underground car parks,
 - the number of housing units grouped by housing type (distribution of types),
 - the gross living area per housing unit, etc.
 - The surface area of outdoor facilities, specifying the following surface areas: terraces of shops/offices/housing; inner courtyards intended for common use, playgrounds, roofs intended for common use, roofs intended for photovoltaic/solar panels; private frontage; functional space (presentation area, space for bicycles, etc.), etc.
 - Mobility Hub
 - Total number of parking spaces, including those for PRM
 - Bicycle parking spaces
 - Parking spaces by floor
 - etc.

The tables of quantities will be specified in the specifications of the 2nd phase of appointment.

The calculation of some data must be illustrated by graphic documents for control purposes.



For lots 1, 2 and 3, the architectural project deliverables are as follows:

- Diagram showing the distribution of housing unit categories and types, as well as service sector functions
- Diagram showing the programming of the ground floors and their entrances and frontage areas
- Layout diagram of the outdoor spaces of private lots, showing the allocations and topographical levels. The plans will specify the layout of the frontage areas, terraces, inner courtyard, type of play equipment, roof layout, street furniture and lighting. The rainwater management system must be specified and clearly indicated in the plans.
- A range of plants for different areas (frontage, terrace, inner courtyard, roof, etc.);
- Diagram showing the planned division of blocks into buildings
- Diagram of intent for the façades
- Notice of sale for “open-market” housing units
- Table of surface areas showing the programming by lot, building, by category and type of housing units, programming of above ground and below ground floors, gross living area, gross built-up area by function, number of parking spaces and their allocation, etc.
- The surface area of outdoor facilities, specifying the following surface areas: terraces of shops/offices/housing; inner courtyards intended for common use, playgrounds, roofs intended for common use, roofs intended for photovoltaic/solar panels; private frontage; functional space (rubbish bin placement area, short-term bicycle parking area, etc.).

Important comment:

If the Fund finds that the application files are not complete, it reserves the right to inform the applicants concerned of this, giving them a new deadline, identical for all applicants, to allow them to complete their file, on penalty of exclusion.

1.3 Contents of the application file in the final appointment phase

According to the recommendations of the final assessment panel, clarifications on the economic and architectural proposals in accordance with the deliverables set out in point 1.2 above.

The contents of the application file in the final phase of appointment will be specified



at a later date.

1.3.1 Formulation of the economic section:

(Base: construction index 10/2024 (Luxembourg): 1149.68.

As a matter of principle, the Developer shall pay the fee to the Fund in a single instalment within one month of receiving notification of the building permit (and the Developer may not begin to implement this permit until the payment has been made). By way of derogation, if the Developer carries out the project in phases as mentioned in the Tendering Rules in point 2.1 *Description of the project*, the payment of the fee will be divided into two instalments and will take place, for the second phase, one month before the start of work on this second phase.

- Affordable housing (art. 29bis):

In the context of affordable housing (art. 29bis), the Developer does not pay a fee to the Fund as compensation for the emphyteusis and/or surface rights.

The Developer will transfer the related buildings to the Fund at cost price and in accordance with the requirements and limits set out in the specifications for the development of affordable housing by the Ministry of Housing (Luxembourg).

The Developer must submit a listing specifying the sale price of each housing unit according to the template that will be provided by the Fund in Phase II of appointment.

- Kirchberg Fund Housing Units (except for the 10% to be purchased by the Fund – see below): single fee for emphyteusis: minimum €1,000.00/m² GBA

The sale price for these Kirchberg Fund Housing Units will be set by the Fund (see appendix B.13).

The Developer must submit a listing specifying the sale price of each housing unit according to the template that will be provided by the Fund in Phase II of appointment.

- Kirchberg Fund Housing Units: 10% to be purchased by the Fund:

For the Kirchberg Fund Housing Units that will be purchased by the Fund, the Developer does not pay a fee to the Fund as compensation for the emphyteusis and/or surface rights.

The Developer will transfer the related buildings to the Fund at cost price and in accordance with the requirements and limits set out in the specifications for the development of affordable housing by the Ministry of Housing (Luxembourg).



- Open-Market Housing Units: single fee for emphyteusis: minimum €3,400.00/m2 GBA
The sale price for these Open-Market Housing Units will be set at the open-market price by the Developer (see appendix B.13).
The Developer must submit a listing specifying the sale price of each Open-Market Housing Unit according to the template that will be provided by the Fund in Phase II of appointment.
- Service sector spaces on the ground floor (excluding office spaces): single fee for emphyteusis (per allocation): minimum €1,500.00/m2 GBA (per allocation)
The sale price for these spaces will be set at the open-market price by the Developer (see appendix B.13).
The Developer must submit a listing specifying the sale price of each entity according to the template that will be provided by the Fund in Phase II of appointment.
- Offices: single fee for emphyteusis: minimum €3,500.00/m2 GBA (per allocation)
The sale price for these spaces will be set at the open-market price by the Developer (see appendix B.13).
The Developer must submit a listing specifying the sale price of each entity according to the template that will be provided by the Fund in Phase II of appointment.
- Mobility HUB with single fee for emphyteusis: minimum €2,200.00/m2 GBA on the ground floor
Details of the marketing of the Mobility HUB will be presented in appendix B.13
- Price bid for the land to be transferred by the Fund, according to the template developed and made available in Phase II of appointment of this request for proposals.

2.1 Submission of application files, projects and bids

Files, projects and bids must be submitted in accordance with the time and technical requirements set out in the Tendering Rules, in particular points 1.3 and 2.2.

2.2 Document formats

Documents must be submitted in the following formats:

- pdf and jpg files for **presentation boards, administrative documents** (e.g. Appendices and others)
- dwg or dxf file for **drawings**,



- excel file for **calculations**.

The documents must be submitted by email **in a single transmission** to the address indicated in point 2.1. If the size of the files attached to the application email exceeds the maximum permitted capacity (for information, this is 20 megabits), the Consortium may submit its application via any platform that allows the transfer of larger files (such as WeTransfer or any other equivalent). A detailed acknowledgement of receipt of the documents received will be sent to each applicant. All the documents attached to the Consortium's bid must strictly use the same naming scheme as that indicated in the documents sent by the Fund.



REQUEST FOR PROPOSALS FOR THE "Grünwald West neighbourhood – lots 1 to 5" PROJECT

APPENDIX 3.2

LETTER OF UNDERTAKING – SERVICE MISSIONS WITHIN THE CONSORTIUM OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S) AND FOR SUBCONTRACTING

In the event of the signing of emphyteusis and/or surface rights following the request for proposals for the design and construction of the mixed-use real estate project in question, **the company** _____
(Developer),

1. hereby undertakes to award a **project management mission**,

- to the architectural firm(s) _____
- to the technical engineering firm(s) _____,
- to the civil engineering firm(s) _____

comprising at least (partial mission):

- the preliminary design and data research
- the summary rough-draft (APS) and any modifications requested in the assessment panel's report
- the final rough-draft (APD)
- preparation of the building permit file, contributing to the operating authorisation file and monitoring the approval procedures
- the final draft for the shell and outdoor surfaces and the internal common areas (excluding planning and cost)
- confirmation of workshop details
- artistic supervision to ensure the coherence of the project proposed in the request for proposals and the execution of the work.

However, the Fund would prefer the project management to be assigned a full mission, which is considered to be an asset.

Before the signing of the Architect / Engineers – Developer contract, the draft contract should be submitted to the Fund for comments and a copy of the Architect and Engineers contract, which binds the company and the architect/engineers, will be submitted at the request of the Kirchberg Fund.

2. Undertakes in any event, in case of participation in Phase II.2 of final appointment, to leave the full benefit of any compensation, provided that the project has obtained a score of at least 24/40, to its project management, namely:

- to the architectural firm(s) _____
- to the technical engineering firm(s) _____,
- to the civil engineering firm(s) _____
- to the landscape architect as an subcontractors _____

3. Undertakes to subcontract a service mission to one or more landscape architects affiliated with the *Ordre des Architectes et des Ingénieurs-Conseils* (OAI) [association of architects and consulting engineers] in Luxembourg or an equivalent institution abroad.

Date

Stamp, name and signature of the authorised signatory

APPENDIX 3.3

LETTER OF UNDERTAKING (DEVELOPER) – PROJECT TO BE CARRIED OUT

In the event of the signing of emphyteusis and/or surface rights following the request for proposals for the design and construction of the mixed-use real estate project in question, **the company**

_____ ,

undertakes to carry out the architectural project for lots 1 to 5 of the "Grünwald West Neighbourhood", as planned by the architectural firm(s) _____

and the structural engineering firms _____

and technical engineering firms _____ ,

in the context of the request for proposals for the granting of emphyteusis and/or surface rights on lots 1 to 5 of the "GRÜNEWALD WEST MIXED-USE PROJECT" site, and in accordance with the specifications relating to this request for proposals, and specifically within the following periods:

- Completion of the work within a maximum total period of 72 months.
- Start of work on lots 4 and 5 no later than 6 months after the building permit is granted.
- Start of work on lots 1 to 3 no later than 3 years after the start of work on lots 4 and 5.
- For each lot, the maximum construction period is 36 months from the start of work to the acceptance.

The company undertakes not to take any action that could negatively impact the architectural and landscape quality of the project in question in any way whatsoever.

Date

Stamp, name and signature of the authorised signatory

APPENDIX 3.4

TEMPLATE LETTER OF INTENT FROM THE FINANCIAL BACKER TO COMMIT TO THE TERMS OF THE AFOREMENTIONED BANK GUARANTEE TEMPLATE

STATEMENT OF INTENT

Issue of a bank performance bond in favour of the *Fonds d'Urbanisation et d'Aménagement du Plateau de Kirchberg* relating to the **completion of lots 1 to 5 of the Grünwald West Neighbourhood mixed-use real estate project** on the Kirchberg plateau, to a Developer with a view to the construction of predominantly residential buildings, also with mixed-use areas and an ancillary mobility hub.

_____ (the financial backer), having its registered office at _____, is hereby pleased to submit to the Developer _____, having its registered office at _____, its statement of intent to commit to the terms and conditions of the bank guarantee template, as set out in appendix 3.5. of the Tendering Rules for the request for proposals “Bank guarantee template”.

Subject to the fulfilment of the terms and conditions contained in the aforementioned specifications and the award of the project to _____ (the Developer), _____ (the financial backer) agrees to issue a bank performance bond in favour of the *Fonds d'Urbanisation et d'Aménagement du Plateau de Kirchberg* (the Fund), the principal of which shall be _____ (the Developer) and the amount of which shall be limited to a maximum of EUR 66,000,000 (sixty-six million euros).

This bank guarantee shall be issued under the terms of the aforementioned template as appended in copy hereto (appendix 3.5. of the Tendering Rules of the request for proposals).

This document is only a statement of intent and should not be interpreted in any other way.

The issue of the bank performance bond is subject to the signing of the relevant deed of concession of emphyteusis and/or surface rights between the Developer and the Fund.

At (place), on

Stamp, name and signature of the authorised signatory

APPENDIX 3.5

PRINCIPLE OF THE BANK GUARANTEE

As a guarantee of its completion commitments, the developer must provide the Fund with a first-demand performance bond from a banking institution in the European Community (the Guarantor).

In the context of this request for proposals, in Phase I of selection, the developer will provide a letter of intent from the Guarantor in which the latter declares its intent to commit to the terms and conditions of the bank guarantee template, as set out below.

The Guarantor must undertake to pay, in the event of the developer's failure to fulfil its completion obligation, the sums necessary for the Completion of the Buildings in accordance with the terms of these specifications.

If the developer executes the project in two phases, the value of the bank guarantee, for lots 4 and 5 (**phase 1**) of the "Grünwald West Neighbourhood" project, is:

€27,000,000.00 (twenty-seven million euros)

The value of the bank guarantee, for lots 1, 2 and 3 (**phase 2**) of the "Grünwald West Neighbourhood" project, is:

€39,000,000.00 (thirty-nine million euros)

If the developer executes the project in a single phase, the value of the bank guarantee, for all the lots of the "Grünwald West Neighbourhood" project, is:

€66,000,000.00 (sixty-six million euros)

The Guarantor's commitment will begin upon the signing of the emphyteutic lease between the developer and the Fund.

Bank guarantee template:

Prepared in Luxembourg, on

Concerning the completion of the “Grünewald West” mixed-use real estate project - **phases 1 and 2** on the Kirchberg plateau, the execution of which has been entrusted to:

[investor-developer]

hereinafter referred to as the “**Developer**”;

under the terms of a request for proposals launched by the *Fonds d'Urbanisation et d'Aménagement du Plateau de Kirchberg* [Town Planning and Development Fund of the Kirchberg Plateau] (hereinafter referred to as the “**Fund**”), a public establishment created and governed by the amended law of 7 August 1961, including in particular:

- the information on the application file to be provided by the Developer,
- the procedure for appointing the Developer,
- the main clauses of the emphyteutic lease,

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These documents, together with the Developer's bid forming the contract entered into between the latter and the Fund (hereinafter referred to as the “**Contract**”), copies of which have been delivered to:

[BANK]

hereinafter referred to as the “**Guarantor**”

The Guarantor shall act as co-surety for the Developer in favour of the Fund under the following terms and conditions:

- 1) In the event of the Developer failing to fulfil its completion obligation, the Guarantor undertakes to pay the sums necessary for the full completion of the construction work in accordance with the terms of the Contract, provided that this sum does not exceed €66,000,000.00 (sixty-six million euros) for lots 1 to 5 of the Grünewald West neighbourhood.
- 2) The Guarantor's commitment will begin upon the signing of the emphyteutic lease between the Developer and the Fund.
- 3) The completion bond may only be invoked by the Fund upon confirmation of the failure to complete, either by the parties involved (Developer, Fund, Guarantor) or by a qualified person.
 - a) The parties' findings will be recorded in a report, a duly signed copy of which must be given to the Guarantor.



- b) The qualified person's findings will be used in case of a disagreement between the parties. This person will be appointed either by the parties, or at the request of all the parties, or else by the first party to take action, the others having been duly called, by order of the president of the district court of and in Luxembourg.

The finding of the failure to complete shall be made via a substantiated report by the thus appointed qualified person, and must be submitted to the Developer, Fund and Guarantor.

In the event of the completion bond being invoked, completion will be carried out under the control of the Fund. If, for whatever reason, the completion has to be carried out by architects, contractors and craftsmen other than those hired by the Developer, they must be approved by the Fund and the Guarantor, to whom their work estimates should be communicated.

After verification, the Guarantor will pay the invoices approved by the Fund or by a person authorised by the Fund. The Guarantor shall not assume the obligations of the contracting authority or the obligations of the guarantee due to construction defects.

- 4) The completion bond may also be invoked by the Fund when it becomes certain that the Developer has abandoned the site and/or that the deadlines stipulated in the Contract cannot be met due to the Developer's defaulting attitude.
- 5) At any time, regardless of the progress of the work, the Guarantor and the Fund will have the right to carry out any checks and verifications they deem useful.

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In the event that an inspecting authority is charged with monitoring the work, the reports of said inspecting authority must be forwarded to the Fund without delay.

- 6) In all circumstances, the Guarantor may refuse to fulfil its commitment for as long as the Fund remains in default of fulfilling its obligations under the Contract.
- 7) The Guarantor may only refuse to grant the Fund the benefit of the completion of the constructions when it is established that these cannot be realised materially or legally.
- 8) Apart from the above scenario, the Guarantor's commitment to the Fund will end on the earlier of the following two dates:
 - a) With the exception of the performance bond of the common outdoor areas, the Guarantor's commitment will end upon signature of the first notarised deed of sale under a VEFA (*vente en état futur d'achèvement* [presale, prior to completion of work]) agreement, duly accompanied by the issue of a completion bond (with no possibility of the completion bond being converted into a repayment guarantee other than in strict legal cases) (hereinafter: the "VEFA Guarantee"), where applicable in proportion to the coverage provided by the said VEFA Guarantee if it is not complete.
 - b) Five (5) years after the signing of the Contract, the Fund being able to invoke the completion bond under the conditions defined herein during these five years, it being understood that if the Fund were to invoke the completion bond within this period, the payments to be made by the Guarantor may extend beyond this five-year period;
 - a. The full completion of the buildings in accordance with the Contract, said completion being established either by the parties or by a qualified person.



(i) The full completion of the buildings will be the subject of a report, a copy of which, duly signed by the parties, must be submitted to the Guarantor.

(ii) If the parties fail to reach an agreement, the report will be prepared by a qualified person. This person will be appointed either by the parties, or at the request of all the parties, or else by the first party to take action, the others having been duly called, by order of the president of the district court of and in Luxembourg.

The finding of completion shall be made via a substantiated report by the thus appointed qualified person, and must be submitted to the Developer, Fund and Guarantor.

- 9) This guarantee is subject to Luxembourg law and the parties expressly assign jurisdiction to the courts of Luxembourg in the Grand Duchy of Luxembourg for any dispute that may arise therefrom.

Drawn up in three originals in Luxembourg, on

STAMP AND SIGNATURE

REQUEST FOR PROPOSALS FOR THE ATTENTION OF
CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S)

FOR THE PURPOSE OF:

THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS OF LOT(S) 1
TO 5 OF THE "GRÜNEWALD WEST MIXED-USE PROJECT" SITE
FOR

THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A MIXED-
USE REAL ESTATE PROJECT

APPENDIX 4

**Documents relating to the "Grünwald West Neighbourhood" project in
the context of the request for proposals**

Nom	Format
0. PAG, partie écrite (PE) et partie graphique (PG) en vigueur	
A.4.0_PAG PG en vigueur (Extrait)	.pdf
A.4.0_PAG PE version coordonnée_2022-09	.pdf
0.1 PAG MODIFICATION, partie graphique (PG) en cours	
A.4.0_PAG MOPO_MODIFICATION Partie Graphique (procédure d'adoption en cours) Extrait	.pdf
1. PAP, partie écrite et partie graphique (Procédure d'adoption du PAP en cours)	
A.4.1_240410_1904_Grunewald Ouest_PG_v2024	.pdf
A.4.1_240411_1904_PAP_NQ_Grunewald_Ouest_PE_VC	.pdf
A.4.1_240412_1904_PAP_NQ_Grunewald_Ouest_RJ	.pdf
2. Concept urbanistique	
A.4.2_240412_1904_LOW_Grunewald Ouest_concept urbanistique	.pdf
3. Projet paysager	
A.4.3_APS-Plans-Grunewald_2025-02-28-Plan_masse	.pdf
4. Gestion des eaux	
A.4.4_20957_Accord de principe_AGE	.pdf
A.4.4_APS - Projet paysager - principe gestion des eaux pluviales - Grunewald Ouest - 2024-11-29	.pdf
A.4.4_ZB-APS-plan de principe gestion des eaux-Grunewald-2024-11-29	.pdf
5. Etude de sol	
A.4.5_210025 Etude de sol 31012022	
6. Plan pompiers Grunewald	
A.4.6_APS_2025-02-28-PlanPompier_CGDIS	.pdf
7. Plan des biotopes	
A.4.7_Plan_Biotope_im_Bestand	.pdf
8. Plan topographique	
A.4.8_Leve topo 3470_QGO-01	.pdf
9. Plan d'éclairage	
A.4.9_ZB-APS-plan d'éclairage-Grunewald_2025-01-13	.pdf

La liste ci-dessus n'est pas exhaustive.

Des documents complémentaires relatifs au volet architectural du projet seront transmis en phase II



REQUEST FOR PROPOSALS FOR THE ATTENTION OF
CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S)
FOR THE PURPOSE OF
THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS OF LOT(S)
1 TO 5 OF THE "GRÜNEWALD WEST MIXED-USE PROJECT" SITE
FOR
THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A MIXED-
USE REAL ESTATE PROJECT
Specifications
Submission of applications: 30 May 2025, 4 pm

Version dated 10 March 2025



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B. Specifications

B.1. General

Purpose of the request for proposals

This request for proposals is organised by the *Fonds d'Urbanisation et d'Aménagement du Plateau de Kirchberg* [Town Planning and Development Fonds of the Kirchberg Plateau], a public institution created by the amended law of 7 August 1961 (the Fonds).

The Fonds is launching this request for proposals for developers and their independent architects and engineers with a view to obtaining proposals for: i) the design, ii) the construction, iii) the financing, and iv) the marketing of a mixed-use urban complex intended to include housing, offices, local shops and services and a mobility hub, as part of the “Grünwald West mixed-use project - lots 1 to 5” on the Kirchberg plateau in Luxembourg.

Scope of the study/intervention

The scope of intervention is within the NQ WH-12 SDP [special development plan] in the “HAB-2” zone. The “BEP” zone is intended for the establishment of a private school (Waldorf Luxembourg School), and is not part of this request for proposals.

The site (lots 1 to 5) represents a building land area of approximately 1.5 hectares (excluding outdoor public spaces created by the Fonds). It is located to the south of Rue des Labours, bounded to the west by Rue de Kevelaer and to the east by Rue André Vésale. To the south of the site, a protected landscaped area (lot 7, not included in this request for proposals) borders the plot and extends into the surrounding zone.

Regulatory framework - GDP [general development plan]

The NQ WH-12 SDP covers plots 435/5507 and 435/5614.

Zone [HAB-2] is intended for single-family, twin-family and multi-family residential buildings, as well as accommodation establishments. The zone also permits retail trade activities, craft and leisure activities, administrative or professional services, cultural activities, services that are a natural complement to housing, as well as public service and general interest constructions, establishments, facilities and amenities and open spaces corresponding to all these functions.

Regulatory framework - SDP [special development plan]

Lots 1, 2, 3, 4 and 5 are primarily residential plots.

The construction of office space is envisaged as a priority on plots 4 and 5, due to the greater possible building depths.

In lot 1, the aforementioned shops and services are authorised only on the sides of the buildings overlooking the square and overlooking Rue des Labours.



- In lot 2, non-residential functions are only authorised on the ground floor. The aforementioned shops and services can only be authorised on the sides of the buildings overlooking the square.
- In lot 4, the aforementioned shops and services are authorised only on the sides of the buildings overlooking the square and overlooking Rue André Vésale.
- In lot 3, non-residential functions are not authorised. This plot is exclusively dedicated to housing.
- Lot 5 will include, in particular, all the parking spaces for the neighbourhood. The upper floors will be used both for housing and for office space. As with lot 4, lot 5, due to the greater building depths that can be achieved, is particularly suitable for the implementation or partial creation of the planned office space, as well as for various types of special housing.

In accordance with article 29bis of the amended law of 19 July 2004 on municipal planning and urban development, part of the gross built-up area must be reserved for affordable housing.

The parking spaces to be developed must comply with the requirements of the GDP and the SDP.

The written part of the SDP of this project provides for the following ratios in addition to the GDP.

Ratios for parking spaces:

- Multi-family homes: 0.8 parking spaces per housing unit;
- Shops: 1 space per 100 m² section of gross built-up area;
- Office/Administration spaces: 1 space per 300 m² section of gross built-up area;
- Crèches: 1 space per 100 m² section of gross built-up area;
- Schools: 1 space per classroom and a maximum of 3 spaces for commercial vehicles, i.e. a total of 24 spaces.

The SDP provides parking spaces for school commercial vehicles on lot 6.

- The number of parking spaces in car parks adapted for disabled people is as follows:
 - a) at least one adapted space is to be provided for every twenty spaces
 - b) above one hundred parking spaces, an additional adapted space must be provided for every set of one hundred spaces, in accordance with the Law of 7 January 2022 on accessibility for all to places open to the public, public roads and multi-family residential buildings.

Bicycle spaces to be provided:

The written part of the SDP of this project provides for the following ratio for parking bicycles:

- Multi-family homes: 1 space per bedroom and per housing unit for studio apartments
- Shops: 1 space per 200 m² section of sales area;
- Office/Administration spaces: 1 space per 300 m² section of gross built-up area;
- Schools: at least 80 spaces in total.



B.2. The objectives of the project

The objectives of the urban project

The Grünewald West project is designed to promote soft mobility in the neighbourhood and gives pride of place to high-quality public spaces. With its central location and mixed types of housing units, the project seeks to offer social balance and local spaces. In addition to the 367 housing units, it will incorporate the Waldorf de Luxembourg School (lot 6, not included in the project) as a central element of this new neighbourhood, at the connecting point with the existing Grünewald neighbourhood. The objectives are as follows:

- Creation of a wide range of high-quality housing options as well as diverse and innovative types thereof
- Creation of a neighbourhood square encouraging interactions and exchanges between residents and various users
- Creation of a car-free public space, by centralising parking in a Mobility Hub with complementary mobility services
- Integration of the Waldorf School (projected from 2028), which connects to the neighbourhood through a multipurpose room and a schoolyard that extends the public space open to the neighbourhood (lot 6, not included in this project).

One of the project's major objectives is to create a green central neighbourhood square, lined with active ground floors such as local services and shops, which will serve as a meeting point and social hub for residents, thus contributing to the local community and life. The development of the public outdoor spaces will take into account the harmonious integration of the Waldorf school courtyard, which is partially open to the neighbourhood, as well as access to the school's multi-purpose hall (lot 6, not included in the project).

The project includes a green landscape treatment, in perfect continuity with the surrounding vegetation. The private block hubs will be laid out at ground level and shall reinforce this green atmosphere.

The preservation of existing biotopes on lot 7 (not included in the project) is a constant factor in the development of outdoor spaces accessible to the public. Landscaping will enhance this space while preserving the natural area.

The size and density of the project's built-up blocks require special treatment of the private frontages between private and public space, particularly for ground-floor housing units, to ensure a buffer space that respects the privacy of residents.

The location of shops and services on the ground floor will have to be carefully considered in order to revitalise the neighbourhood, meeting the needs of residents and users while also creating spaces for living and consumption. Finally, the general greening project must ensure that it actively contributes to the biodiversity of the site, by integrating ecological solutions and protecting the local flora and fauna, as part of a sustainable development approach.

In order to give the neighbourhood a human-friendly vibe, the project proposes to divide the built-up frontage of the blocks, and to treat the façades vertically, particularly the ground floors. Each block will be made up of several independent above-ground buildings attached to a common basement. Each building will have a display on the façade and its own vertical access routes.



The presence of the mobility hub on lot 5 has defined a phasing to be guaranteed during the development of the projects. Thus, lot 5 will be built first in order to provide the parking spaces necessary for the authorisations to build up the subsequent lots.

B.3. The urban context

Existing urban framework

The Grünewald neighbourhood is undergoing rapid change, characterised by a strong urban dynamic and a mixture of residential, commercial and service sector spaces. New urban projects will come up in the years to come and will reinforce this diversity.

The neighbourhood benefits from a strategic geographical location, close to the main transport routes and the centres of economic activity in Luxembourg. Thanks to its accessibility, it has become a popular place of residence for professionals and families, while still remaining connected to the other neighbourhoods of the city thanks to the well-developed public transport network, in particular the bus and tram lines.

Grünewald's urban planning combines modern buildings and recent infrastructure while also preserving a number of historical and natural features. The neighbourhood also has green spaces and quiet residential areas, offering a pleasant quality of life to its residents. However, with the development projects currently underway, the neighbourhood is set to become even more attractive thanks to the creation of new public squares, the installation of public facilities and the enhancement of natural spaces. This is part of a desire to make the neighbourhood more welcoming, functional and sustainable, while also maintaining an atmosphere of peace and proximity to nature.

The integration of biotopes, rainwater management and improved accessibility for all, particularly for people with reduced mobility, are priorities in this developing sector. The neighbourhood must therefore meet modern standards of sustainability, while maintaining a diverse range of services and businesses that promote social and functional diversity.

Finally, the Grünewald neighbourhood stands out for its development potential, with planning projects aimed at enriching the urban landscape, strengthening social ties and preserving green spaces, while still meeting the growing needs of residents and professionals.

The Waldorf school (lot 6, not included in the project) opens up to the neighbourhood through a visual gap from Rue Leydenbach, in order to avoid a wall effect from Rue des Labours. The school will develop a multi-purpose hall facing the small square, open to the neighbourhood in order to contribute to the life of the neighbourhood, with a courtyard that will be open to the neighbourhood outside school hours.



Source: Orthophoto 2023 (géoportail.lu)

Urban project of which the project is a part

The general part

The Grünewald West mixed-use residential project, on the western edge of the Grünewald neighbourhood, represents the latest phase in the neighbourhood's development. This project is part of a desire to diversify the urban and architectural expressions of the neighbourhood, while also meeting modern requirements of comfort and functionality. This development aims to strengthen the identity of the neighbourhood at a human scale and to give it a new functionality.

This residential development is part of a broader transformation of the Grünewald neighbourhood, which includes densification and modernisation projects, such as the Grünewald mixed-use project with a new central square, or the project to convert the former premises of the BGL BNP Paribas bank.

The Grünewald West urban project serves to complete an already well-served and structured sector, with direct access to key facilities in the neighbourhood, such as the Kirchberg Hospital, shops, offices and various medical services, as well as green spaces such as the Kloosegrännchen Park, which contribute to the quality of life of the residents.

The integration of the Grünewald West urban project is part of the overall development process for the neighbourhood.

It aims to create a neighbourhood that is both unique and well-connected, where new buildings, public spaces and services complement the neighbourhood's existing offer.

The Grünewald neighbourhood as a whole is part of a wider network of urban spaces, enabling users to stroll from the major attraction of the large shopping mall with its tram stop, through the new neighbourhood square planned at the heart of the existing neighbourhood, towards the more intimate neighbourhood square of the new Grünewald West neighbourhood.



Allocations in the surrounding area

The area around the Grünewald neighbourhood is currently the focus of several ambitious construction and development projects, which are contributing to the dynamic transformation of Kirchberg, including the Grünewald neighbourhood. These include the Grünewald mixed-use project, which provides in particular for the creation of a central square along Rue Steichen, the true heart of the neighbourhood, intended to promote interactions and local social life.

To the east of the site, the redevelopment project for the former premises of the BGL BNP Paribas bank, named “Kronos”, stands out for its scale. This transformation project is enriching the neighbourhood by opening up its park and by its offering of shops and services.

All these projects demonstrate the desire to continuously and coherently transform the sector, combining urban development, infrastructure improvement and preservation of the quality of life for residents. This dynamic of renewal will help to make this neighbourhood a modern, lively and well-connected place to live for the needs of its users.

The various public spaces – The landscaping principle

The aim of the Grünewald neighbourhood is to create numerous public spaces that are open and accessible to the public, in order to improve the quality of life of its residents while remaining in line with a logic of sustainability and harmony with its environment. In the eastern part of the neighbourhood, the residential area is integrated into a system of spaces offering a succession of places accessible to the public, with areas for relaxation and leisure.

In order to improve the quality of life in this neighbourhood, the Fonds has developed a mobility concept aimed at easing traffic in residential streets. In particular, Rue Bernhoeft will be transformed into a shared space, in line with the significant pedestrian flows generated by the Mixed-use Grünewald project with its neighbourhood central square. Rue des Labours, adjacent to the Grünewald West project and running alongside the Waldorf School, will be converted into a 30 km/h zone to make access to the School safer for children.

The neighbourhood square is a more intimate space in this collection of public spaces in the neighbourhood. The layout of the recreational square will be open to the neighbourhood, and it will become a central space for residents and users to meet and relax. The small square will be developed to include landscaping features and street furniture, while also promoting pedestrian traffic and creating an ecological continuity with the existing biotope in lot 7.

The landscaping, directly linked to the public spaces, will play an essential role in the development of this neighbourhood. The emphasis will be on preserving the existing vegetation, introducing new plantings and creating shaded areas, in order to offer residents a pleasant living environment throughout the year. The aim is to guarantee fluid interaction between the various public spaces, ensuring continuity between the leisure areas, the soft mobility areas and the green spaces, while maintaining a balance with the surrounding urbanisation.

In short, the landscaping and public spaces in the Grünewald neighbourhood are designed to create a sustainable, functional and pleasant urban environment. By connecting the various open spaces, promoting the interconnection of places and integrating recreational and shared facilities, the project seeks to meet the needs of residents while respecting environmental and social issues.



Soft mobility, centralised parking dedicated to the project and proximity to public transport.

The Grünewald neighbourhood project places particular emphasis on soft mobility, in response to the growing need for environmentally friendly travel that promotes the quality of life of residents. Soft mobility includes non-motorised modes of transport, such as walking or cycling, which will be fully integrated into the urban planning of the neighbourhood. Secure, wide and well-connected footpaths will encourage people to walk through the neighbourhood, while offering a pleasant and smooth experience for pedestrians, while also promoting bicycle routes.

Alongside this, the project includes the creation of a centralised car park, in the form of a mobility hub (lot 5), which will serve as a central point for the various modes of transport. This hub will be dedicated to the parking of motor vehicles, bicycles and car-sharing vehicles. It will enable residents to travel in a flexible and sustainable manner, by offering alternatives to private cars. Integrating these different modes of transport in the same space facilitates accessibility and optimises the use of mobility resources, while also reducing the neighbourhood's carbon footprint. This mobility hub will promote interconnection between the different modes of transport, thus contributing to more efficient management of travel within the neighbourhood. The mobility hub also includes the Waldorf school's Kiss&Go spaces.

In this context, particular attention will also be paid to the organisation of deliveries in the neighbourhood. Dedicated and easily accessible areas will be planned to meet the specific needs of shops, offices, housing units and the school. These areas will minimise disruption in public spaces and ensure the smooth flow of traffic. The use of eco-friendly delivery solutions, such as electric vehicles or cargo bikes, will be encouraged to limit the environmental impact. Delivery times will be adjusted to avoid any disruption during busy periods when there are many pedestrians or schoolchildren.

As regards public transport, the neighbourhood benefits from the immediate proximity of several tram and bus lines, thus offering excellent connectivity with the rest of the city and its main activity hubs. The well-developed and accessible public transport network makes it easy to travel to other neighbourhoods of Luxembourg, including the administrative and commercial centres and recreational areas. This proximity to public transport is a major advantage for residents of the neighbourhood, offering them a practical and environmentally friendly alternative to private cars for their daily travel.

Thus, the Grünewald neighbourhood project is part of an approach to sustainable development and the rationalisation of urban spaces, with an emphasis on soft mobility, reducing the use of private cars and promoting public transport. This model aims to improve the quality of life of residents while helping to reduce the nuisances associated with motor traffic and air pollution, and to optimise the management of logistics activities within the neighbourhood.



	Allocation key according to the SDP	No. of spaces to be allocated as per the SDP	No. of spaces to be reserved as per the PROJECT
Affordable housing (art. 29bis)	0.8	$0.8 * 46 = 37$ spaces	0 (to be confirmed)
Kirchberg Fonds Housing Units	0.8	$0.8 * 206 = 165$ spaces	165 spaces
Open-market housing units	0.8	$0.8 * 115 = 92$ spaces	129 spaces
Shops	1 / 100 m2 GBA		As per the project
Offices and services	1 / 300 m2 GBA		
Waldorfschoul (not in the project)	1 / class + 3 utility	24 spaces	24 spaces
Public use spaces			10% of spaces to be provided according to the programme + spaces to be removed on rue Charles Bernhoeft (to be confirmed)
Car sharing			As per the project

The site's topography

As part of the procedure of this request for proposals, the Kirchberg Fonds will make a preliminary design of the public spaces available to applicants. Applicants will be required to respect this preliminary design and must ensure that they do not cause any major changes to the landscaping concept. The preliminary design for the public space covers the vast majority of the SDP's functional requirements, such as the necessary routes for maintenance and emergency vehicles, the rainwater management system, the networks, the lighting, etc.

The location of buildings and access to buildings must therefore be designed in accordance with the preliminary design of public spaces, while also ensuring compliance with current legislation.

Addressing

The buildings will be addressed using the existing roads, Rue Kevelaer and Rue Vésale. The connections of the dry and wet networks will be from these roads, as will the positioning of the letterboxes. Secondary accesses can be envisaged from the side alleys, but these will be for pedestrians only. In order to accentuate the life of the neighbourhood, the commercial premises must, on the other hand,



seek to develop a larger linear space on the square.

B.4. Programme and surfaces to be created

The maximum total gross built-up area (GBA) to be built is 60,009 m². The breakdown is as follows:

	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6 (not in the project)	Total
Affordable housing art. 29 bis'	2,100 m ² 18 housing units			1,100 m ² 9 housing units	2,250 m ² 19 housing units		5,450 m ² 46 housing units
Affordable housing FUAK – sale	5,995 m ² 54 housing units			9,392 m ² 86 housing units	5,174 m ² 46 housing units		20,561 m ² 186 housing units
Affordable housing FUAK – rental (10%)					2,285 m ² 20 housing units		2,285 m ² 20 housing units
Open-market housing units		8,473 m ² 74 housing units	4,615 m ² 41 housing units				13,088 m ² 115 housing units
Shops & services	200 m ²	100 m ²		175 m ²	150 m ²		3,625 m ²
Office space					1,000 m ²		
Mobility Hub / housing / office / services					2,000 m ²		
Waldorf school (not in the project)						15,000 m ²	
TOTAL	8,295 m ² 72 housing units	8,572 m ² 74 housing units	4,615 m ² 41 housing units	10,667 m ² 95 housing units	12,859 m ² 85 housing units	15,000 m ²	60,009 m ² 367 housing units

Phase 1: lots 4 and 5

Priority must be given to developing these lots.

Lot 4

Lot 4 has a total buildable area of 10,667 m² and will accommodate a maximum of 95 homes. It will accommodate a minimum of 9 affordable housing units (art 29bis) with a minimum GBA of 1,100 m² and a maximum of 86 Kirchberg Fonds affordable housing units with a maximum GBA of 9,392 m². The different categories of accommodation should be grouped together by building or stairwell. The 9 homes (art 29bis) can be grouped together on the ground floor.

Lot 4 will comprise a minimum of 4 independent buildings grouped together over 1 shared basement.

A shared bicycle parking area is to be provided for each lot in all the buildings making up the lot. There should be easy access from the outside, both for public and private (block hub).



A surface area of 175 m² GBA facing the central square, intended for shops or services, should be planned.

Each building will have its own vertical access routes with access to cellars, laundry rooms, rubbish rooms and pram rooms. A common passageway in the basement, guaranteeing the removal of waste to the common waste storage area as well as the passage of networks, will be built from Rue Vésale. There should be at least 1 goods lift per lot, located in the private area for the removal of rubbish bins.

Lot 5

Lot 5 has a total buildable area of 12,859 m² and will accommodate a maximum of 85 housing units. It will accommodate a minimum of 19 affordable housing units (art 29bis) with a minimum GBA of 2,250 m² and a maximum of 66 Kirchberg Fonds Housing Units with a GBA of 7,439 m².

10% of the Kirchberg Fonds Housing Units will be part of the Fonds's rental portfolio. The different categories of accommodation should be grouped together by building or stairwell. Similarly, the 10% of rental Kirchberg Fonds Housing Units should preferably be grouped by building or stairwell.

Lot 5 incorporates the mobility hub for the needs of the neighbourhood, partially at the ground level and across all of the basements. A maximum of 2,000 m² of GBA can be dedicated to the mobility hub on the ground floor. The ground floor should include housing units accessible directly from the public space whenever possible. Each building will have its own vertical access routes with access to cellars, laundry rooms, rubbish rooms and pram rooms. A common passageway in the basement, guaranteeing the removal of waste to the common waste storage area as well as the passage of networks, will be built from Rue Vésale. There should be 2 goods lifts per lot, located in the private area for the removal of rubbish bins. Vehicles will automatically access the mobility hub via Rue Vésale, unlike the pedestrian access points, which will preferably be located on the east façade facing the WSL school and overlooking the small square.

Particular attention will be paid to the installation and treatment of active ground floors, particularly on the Rue Vésale façade.

A shared bicycle parking area is to be provided for each lot in all the buildings. There should be easy access from the outside.

The office spaces are to be grouped together on the rue Vésale side.

Phase 2: lots 1, 2 and 3

Lot 1

The lot has a total buildable area of 8,295 m² and will accommodate a maximum of 72 homes. It will accommodate a minimum of 18 affordable housing units (art 29bis) with a minimum GBA of 2,100 m² and a maximum of 54 Kirchberg Fonds Housing Units with a GBA of 5,995 m². The different categories of accommodation should be grouped together by building or stairwell.

Lot 1 will comprise a maximum of 6 independent buildings grouped together over 1 shared basement.

Each building will have its own vertical access routes with access to cellars, laundry rooms, rubbish rooms and pram rooms. A ground-level common passageway will ensure that waste is removed to the common waste storage area, as well as the passage of networks from Rue Kevelaer. 1 goods lift per lot is required for waste removal on the private lot.



A shared bicycle parking area is to be provided for each lot in all the buildings. There should be easy access from the outside.

200 m² of GBA is to be dedicated to shops and services. Some of the shops must be located along Rue des Labours.

Lot 2

Lot 2 has a total buildable area of 8,573 m² and will accommodate a maximum of 74 homes. It will be used exclusively for housing on the open market.

Lot 2 will comprise a maximum of 6 independent buildings grouped together over 1 shared basement.

100 m² of GBA is to be dedicated to shops and services.

A shared bicycle parking area is to be provided for each lot in all the buildings. There should be easy access from the outside.

Each building will have its own vertical access routes with access to cellars, laundry rooms, rubbish rooms and pram rooms. A ground-level common passageway will ensure that waste is removed to the common waste storage area, as well as the passage of technical infrastructure from Rue Kevelaer. For each lot, at least 1 goods lift located on the private lot is required for waste removal.

Lot 3

Lot 3 has a total buildable area of 4,615 m² and will accommodate a maximum of 41 homes. It will be used exclusively for housing on the open market.

Lot 3 will comprise a maximum of 3 independent buildings grouped together over 1 shared basement.

A shared bicycle parking area is to be provided for each lot in all the buildings. There should be easy access from the outside.

In general, the lots to be constructed (1-5) must have at least 1 goods lift located on the private lots for waste removal.

Similarly, each building will have its own vertical access routes with access to cellars, laundry rooms, rubbish rooms and pram rooms. A ground-level common passageway will ensure that waste is removed to the common waste storage area, as well as the passage of technical infrastructure from Rue Kevelaer. For each lot, at least 1 goods lift located on the private lot is required for waste removal.

Housing

The project includes 3 categories of housing:

- Open-market housing units
- The Kirchberg Fonds Housing Units - to be built to the Fonds's specifications
- Housing according to art. 29bis – to be built to the specifications of the Ministry of Housing

The number of homes indicated is a maximum to be achieved.



The distribution of housing types throughout the neighbourhood should be as follows:

Figure 1: Extract from the Specifications on “Housing on the Kirchberg Plateau”

Fonds's affordable housing		
Type	Useful surface area (excluding exterior surface area)	Weighting (p/r to no. of housing units)
Studio	35 m ²	0 to 5%
1 bedroom	50 - 60 m ²	10 to 15% With a maximum cumulative of 15% for studios and 1-bedroom apartments.
2 bedrooms	70 – 80 m ²	35%
3 bedrooms	90 - 100 m ²	35%
4 bedrooms	115 – 120 m ²	10 to 15%
Others		0 to 5% With a maximum cumulative of 15% for 4-bedroom apartments and others.

Source: Fonds d'Urbanisation et d'Aménagement du Plateau de Kirchberg

The weighting of the “open market” housing types and their surface areas may vary slightly from the figures below. For example, for the “Kirchberg open market” housing units, the Fonds recommends the following surface areas and weightings:

Figure 2: Weighting and surface areas of “Kirchberg open-market” housing units

Open-market housing units		
Type	Useful surface area (excluding exterior surface area)	Weighting (p/r to no. of housing units)
Studio	30 – 45 m ²	5%
1 bedroom	50 - 65 m ²	15%



2 bedrooms	65 – 85 m ²	45%
3 bedrooms	90 - 110 m ²	25%
4 bedrooms	115 - 130 m ²	10%

Source: Fonds d'Urbanisation et d'Aménagement du Plateau de Kirchberg

The 10% of homes accessible to PRM (people with reduced mobility) is to be distributed according to the developer's choice, while guaranteeing a spread across all categories and types of PRM homes.

Different specifications for the distribution of types will complete this table in Phase II of appointment.

Affordable and open-market housing units

For “open market” housing and the “Fonds’s affordable” housing, it is requested that the surface areas, type distribution, layout and various interior services be respected as defined in the attached Specifications on “Housing on the Kirchberg Plateau”.

Office space

The offices are located exclusively in building E of lot 2.

The type of product is undecided, at the discretion of the participants of the request for proposals.

The type of planned office surface is undecided, at the discretion of the participants of the request for proposals.

The workspaces should be welcoming and functional. Thanks to their flexible and resilient design, they should be able to adapt to changes in working style or change of function. Light, modularity and communication will be key features.

Office space is to be provided in lot 5 only.

Particular attention will be paid to the versatility and flexibility of office space, in line with the changing needs of the world of work. Platforms should be designed to accommodate a varied range of businesses. Since the aim is to ensure that offices are attractive to small businesses, careful thought must be given to the organisation, divisibility and identity of the building(s) (or cells).

The workspaces should be welcoming and functional. Thanks to their flexible and resilient design, they should be able to adapt to changes in working style or change of function. Light, modularity and communication will be key features.

Mixed-use areas (retail, services, hotels and restaurants)

The programming of ground-floor retail units should be based on the proposed urban narrative. Mixed-use areas must meet the specific needs of the neighbourhood. Although the specific programming guidelines described below must be taken into consideration, a certain flexibility as to the final occupation of the premises will be taken into account in the design, the aim being to allow relevant commercial uses that make the site attractive and establish a neighbourhood life at several times of the day (morning/evening).

The following diagrams show an indicative scenario for the occupation of the commercial ground



floors, particularly with:

- **on lot 1:**
 - approximately 2 units for local shops aimed at residents, particularly food shops;
 - approximately 1 to 2 units for local services, such as health and beauty;
- **on lot 2:**
 - 1 large unit intended for a restaurant on at least 300 m² GBA, offering a south-facing terrace overlooking the square (lot 3);
 - 1 unit for one or more medical/paramedical practices;
 - 1 unit intended for a professional service requiring a few offices, for example a bank, insurance firm or chartered accountant agency;
 - 1 space that can be separate from the office entrance for a co-working space open to the public or meeting rooms.

These areas are to be provided on the ground floors of lots 1, 2, 4 and 5.

The programming of ground-floor retail units should be based on the proposed urban narrative. The retail space must meet the neighbourhood's own needs and complement what the existing neighbourhood has to offer. A degree of flexibility as to the final occupation of the premises will need to be taken into account in the design, the aim being to allow relevant commercial uses that promote the liveliness of the neighbourhood and interactions between users.



A variety of local shops and services can be proposed: food shops, clinics and sports and cultural facilities. The establishment of a restaurant area (with kitchen production) is not authorised in the GDP.

Lot 5 will include small-scale neighbourhood structures related to the mobility hub function, such as bike repair services for bicycle maintenance, a kiosk for selling local products, a repair café where residents can repair objects together, or a PackUp24/24 station for collecting and sending parcels.

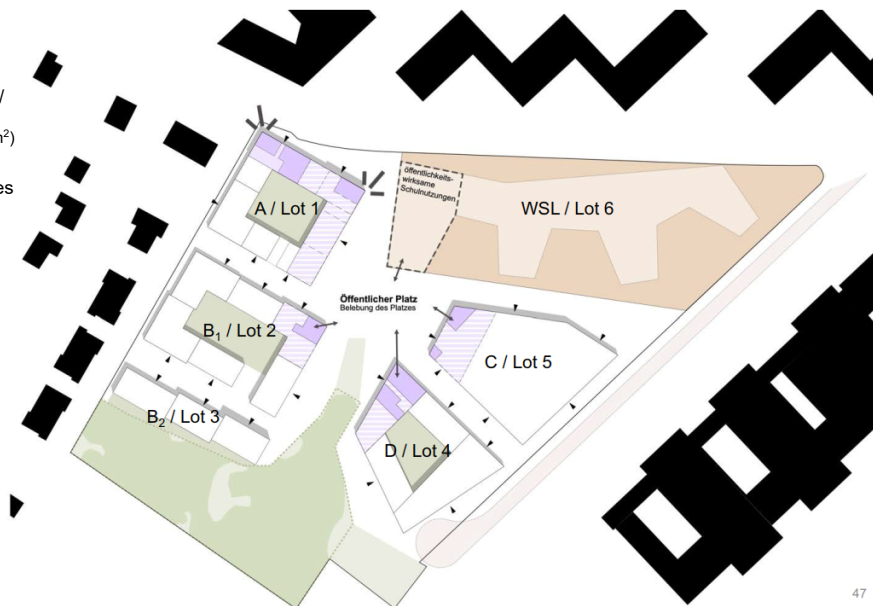


Mix of uses

Type study – shops / services

-  Beispielhafte Darstellung
Sample representation of shops / services
Area: approx. 780 m² (required: 625 m²)
-  Potenzialfläche commerces /
Potential area for shops / services

- Belebung des öffentlichen Platzes
- Revival of public space through layout of shops
- Shops as start of neighbourhood
- Proximity between public use such as areas for soft mobility (like bicycle parking places, bike sharing, bicycle workshops, etc.), shops and effective public use as a school (like Aula, Mensa, etc.)



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Spaces meant for the Mobility-Hub

The mobility hub will have parking spaces for all the homes in the neighbourhood, parking spaces for the Waldorf School, parking spaces for the services, shops and offices, as well as visitor parking spaces and car-sharing facilities.

Transfer of the Mobility Hub to a dedicated operator should be considered

The number of car parking spaces is as follows:

	Allocation key according to the SDP	No. of spaces to be allocated as per the SDP	No. of spaces to be reserved as per the PROJECT
Affordable housing (art. 29bis)	0.8	$0.8 * 46 = 37$ spaces	0 (to be confirmed)
Kirchberg Fonds Housing Units	0.8	$0.8 * 206 = 165$ spaces	165 spaces
Open-market housing units	0.8	$0.8 * 115 = 92$ spaces	129 spaces
Shops	1 / 100 m ² GBA		As per the project
Offices and services	1 / 300 m ² GBA		
Waldorfschoul (not in the project)	1 / class + 3 utility	24 spaces	24 spaces



Public use spaces			10% of spaces to be provided according to the programme + spaces to be removed on rue Charles Bernhoeft (to be confirmed)
Car sharing			As per the project

The Mobility hub also houses bicycle parking spaces for the shops, services, offices, the Waldorf School and visitors.

	Allocation key according to the SDP	No. of spaces to be allocated as per the SDP
Housing (all types)	1 / bedroom	
Shops	1 / 200 m2 sales area	as per the project
Offices and services	1 / 300 m2 GBA	as per the project
Waldorf school (not in the project)	-	80 spaces
Public use / visitor parking		Between 80 and 100 spaces
E-bike sharing		as per the project
TOTAL		+/- 200 bicycle spaces

Service rooms

CREOS (electricity & natural gas):

Technical infrastructure connections for electricity supply will be made from the roads connecting the site, i.e. rue Vésale and rue Kevelaer. Transformers are to be installed inside the buildings. A double cabin (with 2 transformers) will be included in lot 1, on the Rue Kevelaer side, necessary to supply lots 1, 2 and 3. A second double cabin (with 2 transformers) will be included in lot 5 to supply lots 4 and 5. The standard plan of this double cabin is attached as an appendix to the document.

The integration of CREOS transformer rooms must comply with the CREOS technical specifications, and more specifically with those for integration within a building. These are included in the appendix to this document.

Kirchberg district heating connection: The buildings will be connected to the existing district heating system of Kirchberg, in agreement with the City of Luxembourg, which owns the heating network. The maximum power available for this neighbourhood is 1450kW.



According to energy studies, this is sufficient to supply the neighbourhood.

Energy concept of the Grünewald West Neighbourhood

Kirchberg Fonds

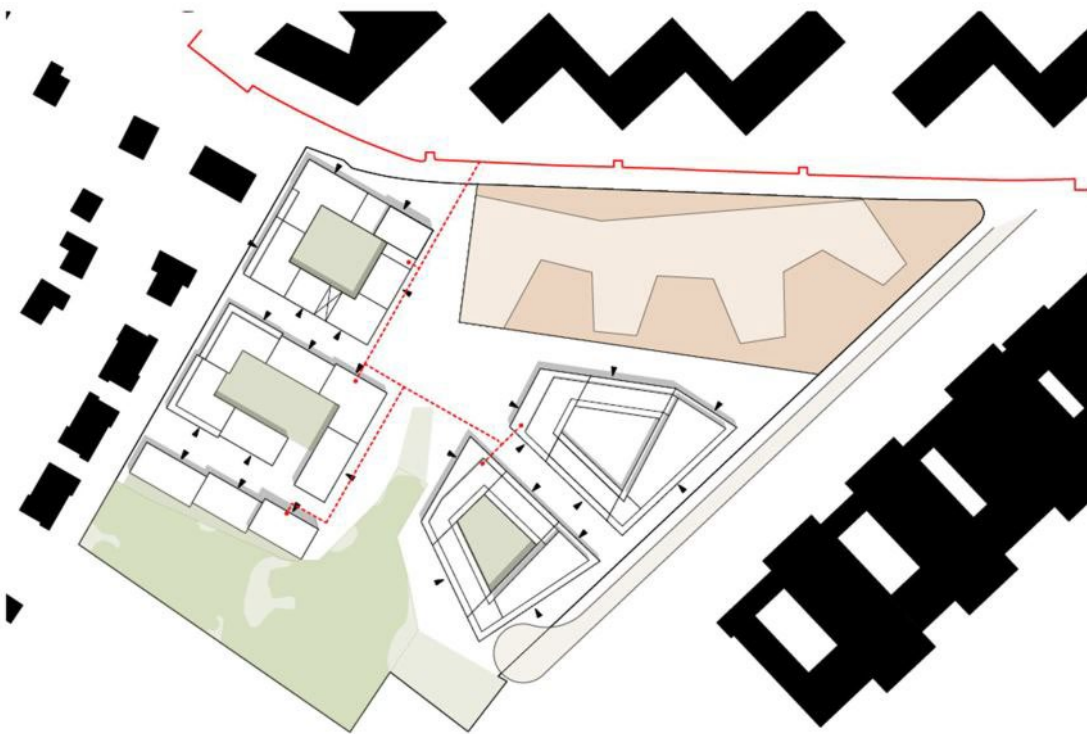


FIGURE 20: CONCEPT LAYOUT FOR CONNECTION TO THE DISTRICT HEATING NETWORK VIA RUE DES LABOURS

Connection to the district heating network will be as shown in the diagram above.

The service rooms must be sized in accordance with the technical requirements of each of the City's utility and service providers.

Waste storage rooms

Each building will have one or more rooms for the temporary storage of waste, located within the volume of the building concerned. In the event of mixed use, separate rooms must be provided for each use, accessible only to the users concerned. Lots 1, 2, 3 and 4 will have a common passageway in the basement for waste disposal. There should be at least 1 goods lift in the private area of each lot.

Each room must be designed in such a way as not to create a visual or olfactory nuisance.

The exact dimensions of the room will depend on the number and size of residential and/or non-residential units planned. The minimum size to be taken into consideration may be defined in consultation with the Hygiene Department of the City of Luxembourg. The latter should be consulted at an early stage in the design of the project so that the proposed waste management concept can be made more reliable and be accurately quantified.

Each block will have an open-air space for waste containers. It must be installed on the private



property, adjacent to the public roads, and must be easily accessible to the City's Hygiene Department.

Roofs

Most of the roofs of the main buildings must be planted with extensive vegetation. However, common terraces, accessible to users of the buildings of the lot, and gardens, including rainwater storage facilities, are permitted.

Only roofs on storeys 3 and 4 may be used as terraces accessible to users of the building. By way of derogation from the number of permitted storeys prescribed in the graphic section for lots 1 to 3, when roofs are designed in this way, a maximum of 10% of the surface area of the roof may be occupied by structures used for the prolonged stay of persons, provided that a minimum distance of 2.50 m is maintained from the edge of the facade.

Outdoor areas of private lots

The landscaping of the private domain will harmoniously complement the programme of the public domain. Visual and functional consistency will be maintained between these two spaces, while also clearly demarcating them with perceptible physical elements such as gutters, ditches, hedges and metal kerbs.

In general, private green spaces must be planted. At the heart of the blocks, dense vegetation will provide an oasis of gardens for residents in green, refreshing spaces. The private green spaces within lots 1, 2 and 4 are intended for play and relaxation.

In interface with the public domain, the frontage concept will be developed in the architectural and landscaping project. The specific landscaping specifications will propose multiple frontage configurations that create porosity between the different spaces and uses.

- Residential/public space frontage
- Retail/public space frontage
- Office/public space frontage

**REQUEST FOR PROPOSALS FOR THE ATTENTION OF
CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S)**

FOR THE PURPOSE OF

**THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS OF
LOT(S) 1 TO 5 OF THE "GRÜNEWALD WEST MIXED-USE
PROJECT" SITE**

FOR

**THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A
MIXED-USE REAL ESTATE PROJECT**

APPENDIX B 12 (Phase I* version)

*** subject to adaptation or clarification by the Fund under Phase II**

**Principles applicable to the granting of emphyteusis and/or surface
rights**

The deed of concession of emphyteusis and surface rights (the "**Deed**") to be entered into between the Fund and the successful Project Developer (the "**Developer**") will comply with at least the following principles:

- The Fund proposes a draft Deed, on which the Developer makes its comments;
- The Deed must comply with the principles of the request for proposals (deadline, marketing terms and conditions, control of the Fund, etc.);
- The Deed is signed after the Project Developer has been selected following the request for proposals;
- The Deed is signed between the Fund and the Developer.
If the Developer wishes to use the services of a project company (dedicated company or SPV), the latter must have a full and unlimited parent company guarantee (from the Developer), and the Deed shall include clauses requiring the sovereign approval of the Fund for any change in control of the dedicated company.
- The purpose of the Deed is to grant the Developer emphyteusis and/or surface rights for 99 years;
- The Deed sets out the fees payable to the Fund by the Developer for emphyteusis and/or surface rights.

This corresponds to the price proposed by the latter at the time of the request for proposals, subject to indexation to the latest known construction price index on the date of signature of the Deed, and proportional adjustment after the sale according to the surface areas actually sold, in the event of an increase.

As a matter of principle, the Developer shall pay the fee to the Fund in a single instalment within one month of receiving notification of the building permit (and the Developer may not begin to implement this permit until the payment has been made). By way of derogation, if the Developer carries out the project in phases as mentioned in the Tendering Rules in point 2.1 *Description of the project*, the payment of the fee will be divided into two instalments and will take place, for the second phase, one month before the start of work on this second phase.

- The Deed grants a building right limited to the project. Any modification and/or intensification of the project is and remains subject to the approval of the Fund and, where applicable, to the payment of an additional fee.
- The Fund will have control during execution to ensure that the Developer complies with its various obligations, in particular the authorisation plans and specifications. In the event of a breach of these obligations, the Fund will have a range of sanctions at its disposal, the most severe being the termination of emphyteusis and/or surface rights, and the repossession of the infrastructure free of charge.



- In order to inspect and monitor the worksite, the Developer:
 - o Shall implement an Electronic Document Management (EDM) system for the worksite (including execution plans, workshop plans, as-built plans, etc.) and grant the Fund's representatives access to said EDM system.
 - o Use electronic site monitoring software and provide access to the Fund's representatives
- The Developer shall be responsible for submitting the permit applications within four months of signing the deed of transfer of emphyteusis and surface rights, based on its project, while taking into account the comments of the Final Assessment Panel and the Fund's Board of Directors.
- The implementation schedule is organised as follows:
 - o The Developer undertakes to carry out the work within a maximum period of 72 months.
 - o Work on lots 4 and 5 must begin no later than 6 months after the building permit is granted.
 - o Work on lots 1 to 3 must start no later than 3 years after the start of work on lots 4 and 5.
Should the Developer start work on lots 1 to 3 at least 6 months after the start date of work on lots 4 and 5, it will be considered that it is carrying out the work in phases.
 - o For each lot, the maximum construction period is 36 months from the start of work to the acceptance.
- The Developer undertakes to complete the work within the stipulated deadline, except in cases of force majeure. In the event of exceeding this deadline, fixed late penalties shall automatically apply for each business day of delay beyond the scheduled completion date of the sold private lots, as follows:
 - o €75 per apartment with 3 or more bedrooms
 - o €50 per apartment with 2 bedrooms
 - o €25 per studio / 1-bedroom apartment
 - o €1.50 per garage
 - o €1 per cellar

The above amounts are expressed based on the construction price index of October 2024 and shall be adjusted according to the index applicable on the due date.
- The permit application files, and, where applicable, applications for modified permits, shall be submitted to the Fund for approval.
- The Developer undertakes to participate in all urban planning procedures, such as the procedure for amending the "Grünwald West" Specific Development Plan, the General Development Plan, etc., by endorsing the Fund's proposals, provided they are in line with the principles presented.
- The Developer undertakes to submit the descriptive notice of the project to the Fund for



approval before implementation, based in particular on standard professional practices and compliance with the project submitted in Phase II.2.

- All costs related to the marketing and promotion of the entire project (including all functions, spaces, and housing types, except for the affordable housing provided for in the Sectoral Master Plan for Housing and the 10% of housing units purchased directly by the Fund if it exercises this right) shall be borne by the Developer. These include:
 - Creation of a graphic charter and marketing visuals
 - Setting up of a website listing the areas for sale, plans, prices, acquisition and occupancy conditions, etc.
 - Daily updating of the website based on areas still available
 - Creation of sales plans
 - Creation and, if necessary, printing of sales brochures
 - Press releases in the country's various languages
 - Promotion
 - Setting up human (real estate agent) and logistical (sales office) supports
 - Contractualisation (signing of reservation contracts)
 - etc.
- A completion bond covering the amount of €66,000,000, equivalent to 50% of the Project's cost (estimated at €132,000,000, without this estimate binding the Fund), must be provided to the Fund by the Developer. This bond may be terminated, except for the part covering common outdoor facilities, upon the signing of the first notarised deed of transfer under a Sale in Future State of Completion (SFSC), duly accompanied by the issuance of a completion bond (with no possibility of converting the completion bond into a repayment bond other than in strictly legal cases) (hereinafter: the "VEFA Bond"), where applicable, in proportion to the coverage provided by said VEFA Bond if it is not full.
- The granting of emphyteusis and surface rights is subject to the approval of the Minister of Public Works and the special authorisation of the Government in Council, which constitute suspensive conditions and for which the Fund cannot provide any commitment.
- The Developer shall take out, at its own expense, an All Risks Construction (TRC) insurance policy and a comprehensive Ten-Year Guarantee policy ("control insurance"). The ten-year guarantee insurance policy must allow the Developer to choose the inspection office, which shall be determined in consultation with the Fund and the architect.
- The conditions for taking back buildings and miscellaneous outdoor facilities at the end of the lease are as follows:
 - Upon the expiration of the surface and emphyteusis rights, unless extended, the Fund shall regain ownership of the buildings, structures, or plantations constructed or installed by the Developer of the selected Team under the notarised deed, against compensation based on the market value of the closed structural work (structure, frames, and roof) in the strict sense (excluding all other values such as, but not limited



to, commercial value, business goodwill, land appreciation, etc.), as determined by mutual agreement or, failing that, through arbitration in accordance with Articles 1224 et seq. of the NCPC.

- This clause applies only if successive owners (Developer, co-owners, Commonhold Property Manager, etc.) comply with the obligation to document any modifications or improvements made to the building. In case of non-compliance, penalties in the form of a reduction in value, plus deterrent penalty clauses, shall be applied.
- Neither the value of the secondary works relying on the closed structural work (insulation, partitions, coverings, fireplaces, fittings, equipment, electrical installations, interior carpentry, bathroom and kitchen fittings, heating, air conditioning, elevators, etc.) nor the land value shall be taken into account in determining the buyback price.
- In the event of a deterioration in the intrinsic quality of a property and/or the building, the Fund reserves the right, both when exercising its right of first refusal and during the buyback at the end of the lease, to apply a corresponding depreciation:
 - to either cover the costs necessary to restore the property and/or the building to its original equivalent quality,
 - or, if such restoration is impossible or insufficient, reflect the loss incurred by the Fund [i.e., material(s) that can no longer be dismantled/used, decontamination costs, etc.],
 - plus, where applicable, a lump-sum penalty, applied to the buyback value or, respectively, the value of the closed structural work.
- In the event of a site installation (such as living quarters, etc.) or construction work on the Fund's land beyond the transferred plot, a rental fee for the use of these spaces will be charged.
Currently, without prejudice to any indexation or change in this amount, the fee is €0.35/m²/day.
- The plot is serviced by the Fund and accepted by the Developer in its current state.
- A soil and pollution study was carried out by the Fund on the plot (sent in Phase II).
- Compliance with marketing terms and conditions, particularly for the Kirchberg Fund housing units, mixed-use premises and parking spaces.



REQUEST FOR PROPOSALS FOR THE ATTENTION OF

CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S)

FOR THE PURPOSE OF

THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS OF LOT(S) 1
TO 5 OF THE “GRÜNEWALD WEST MIXED-USE PROJECT” SITE

FOR

**THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A MIXED-
USE REAL ESTATE PROJECT**

APPENDIX B.13 (phase I version)*

*** subject to adaptation or clarification by the Fonds under Phase II**
Marketing terms and conditions

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SURFACE AREAS SOLD

1.1 TRANSFER TERMS - DURATION

The transfer of surface areas by the Developer will take place, on the one hand, in the form of a **granting of emphyteusis and/or surface rights** for a duration of **99 years** (ninety-nine years), starting from the date of signature of the concession deed for the emphyteusis and/or surface rights on the Land between the Fonds and the Developer, and, on the other hand, in the form of a sale in future state of completion.

All **costs related to the promotion, marketing and commercialisation** of the entire project (including all functions, spaces, and housing types, except for the affordable housing provided for in the Sectoral Master Plan for Housing and the 10% of housing units purchased directly by the Fonds if it exercises this right) shall be **borne by the Developer**. These include:

- Creation of a graphic charter and marketing visuals
- Setting up of a website listing the areas for sale, plans, prices, acquisition and occupancy conditions, etc.
- Daily updating of the website based on areas still available
- Creation of sales plans
- Creation and, if necessary, printing of sales brochures
- Press releases in the country's various languages
- Promotion
- Setting up human (real estate agents) and logistical (sales office) supports
- Contractualisation (signing of reservation contracts)
- Compliance with regulations (AML KYC, GDPR, anti-money laundering, etc.)
- Verifying and documenting (prospective) buyers' compliance with the Fonds's conditions
- etc.

1.2 TRANSFER TERMS - PRE-EMPTION RIGHT

The Fonds has a right of first refusal on all surface areas for the entire term of the lease.

Its terms vary according to the type of surface area. They are detailed below.

1.3 TRANSFER TERMS - BUYBACK AT THE END OF THE LEASE

At the expiration of the lease, the Fonds buys back the buildings at their market value, which corresponds to the value of the closed structural work (structure, frames, and roof), as determined by the parties or, in the absence of an agreement, by a panel of three experts, in accordance with the provisions detailed in the legal Appendix B12.

2. CONDITIONS FOR THE TRANSFER OF HOUSING UNITS IN THE KIRCHBERG FONDS PROGRAMME WITH ACQUISITION AND OCCUPANCY CONDITIONS

2.1. INTRODUCTION

The concept of housing units in the Kirchberg Fonds programme with acquisition and occupancy conditions (the "**Kirchberg Fonds Housing Unit(s)**") covers housing units intended for sale to a private buyer at a fixed price set by the Fonds, which is lower than the market price. The acquisition and occupancy conditions are also determined by the Fonds, with the clarification that the Fonds will acquire 10% (ten percent) of these Kirchberg Fonds Housing Units.

More specifically, the Fonds will acquire the relevant buildings at the Developer's cost price, in compliance with the requirements and limits set out in the specifications for the development of affordable housing issued by the Ministry of Housing (Luxembourg).

In the event of a sale to the Fonds, the notarial deed shall include a provision stating that the parties agree that the acquisition and occupancy conditions (see points 2.2 to 2.4 below) relating to the Kirchberg Fonds Housing Units, although stipulated, do not apply to the apartments sold to the Fonds but shall remain in effect for the future in the event of a subsequent sale.

The Developer therefore undertakes to agree to transfer to the Fonds up to 10% (ten percent) of the Kirchberg Fonds Housing Units built, allocated by mutual agreement.

Without prejudice to the conditions of price, acquisition and occupancy, the marketing of the Kirchberg Fonds Housing Units will be organised, at the administrative, financial and operational expense of the Developer, and at its own risk, according to open market principles: "first come, first served", from a launch date to be agreed between the Fonds and the Developer. As these are housing units priced below market value, in accordance with the will of the Fonds, a public institution, the Developer must ensure free competition and the objective, independent, and non-discriminatory treatment of prospective buyers.

Once the Developer has selected a prospective buyer and verified and documented its compliance with the conditions, it submits the file (with documentation) to the Fonds for approval.

2.2 PRICE

The average selling price of **Kirchberg Fonds Housing Units** is set at **€7,300.00 (incl. VAT 3% up to a benefit of €50,000.00, then incl. 17% VAT)** (STATEC construction price index for October 2024, 1,168.49.) per square meter of cadastral surface area (m²SC) of Kirchberg Fonds Housing Units.

This price will be indexed on the date of the signing of the first notarised deed with a first-time buyer of the Kirchberg Fonds Housing Unit, will apply to all other first-time buyers, and will remain fixed thereafter, without indexation for the payment of each installment.

Notarised deeds must be signed within 6 months of the signing of the respective reservation contracts.

The Developer is entitled to sell the Kirchberg Fonds Housing Units with a variation from the aforementioned average price of -10% (ten percent) to +10% (ten percent) provided that, overall, the

average price of **€7,300.00 (incl. 3% VAT up to a benefit of €50,000.00, then incl. 17% VAT)** is respected per square meter cadastral surface area (m²SC) of housing units.

The deed of sale to the buyers will specify that the land portion is equivalent to **30%** of the price.

2.3 ACQUISITION AND OCCUPANCY CONDITIONS RELATING TO THE BUYERS

As an introductory remark, it is specified that the Fonds reserves the right to modify or grant exemptions from these conditions.

A. Quality

The Kirchberg Fonds Housing Units are intended to be sold by the Developer solely to private individuals, to the exclusion of any company.

No commercial activity shall be permitted, tolerated, or domiciled under any circumstances.

B. Non-ownership clause

The prospective buyer, or the Buyer, of a Kirchberg Fonds Housing Unit must not be the owner, usufructuary, or co-owner, whether directly or indirectly (including, for example, through one or more real estate investment companies), of any other residential property and/or buildable land for residential purposes, either in Luxembourg or abroad. This condition applies both at the time of their application for the acquisition of a Kirchberg Fonds Housing Unit and at the time of signing the reservation contract and the notarised deed of sale with the Developer.

As proof, the prospective buyer shall provide a certificate of non-ownership issued by the Land Registry and Mapping Authority (for Luxembourg) and a sworn declaration (for foreign countries). However, the value of these documents is limited to that of an index, and does not constitute an irrefutable presumption of non-ownership.

In the event of direct or indirect (co-)ownership or usufruct of another housing unit and/or building land for the housing unit, in Luxembourg or abroad, at the time of signing the deed of sale with the Developer, the prospective buyer must prove the transfer of the latter within 6 (six) months of handover of the keys to the acquired Kirchberg Fonds Housing Unit.

Should the Buyer fail to comply with this clause within 6 (six) months of the handover of the keys, the Fonds reserves the right to demand the retransfer of the Kirchberg Fonds Housing Unit in question. The retransfer shall be made in favour of the Fonds in accordance with the conditions for determining the buyback price of the Kirchberg Fonds Housing Unit in case of the exercise of the right of first refusal, minus a lump-sum indemnity of €50,000 (fifty thousand euros) (based on the STATEC construction price index of October 2024), without prejudice to any other damages and compensation.

This clause does not apply to the acquisition of a Kirchberg Fonds Housing Unit by inheritance.

E. Primary, personal and permanent occupancy clause

The Buyer must acquire a Kirchberg Fonds Housing unit for their primary, personal, and permanent use, as defined in the Grand-Ducal Regulation of 5 May 2011 establishing the implementing measures for individual housing assistance promoting access to ownership, as provided for by the amended Law of 25 February 1979 on housing assistance.

The requirement of a primary, personal and permanent residence must be documented by producing an extract from the population register issued by the Luxembourg municipal administration. This document must be produced within 6 (six) months of the handover of the keys, and thereafter at the Fonds's request. However, the value of this document is limited to that of an index, and does not constitute an irrefutable presumption of primary, personal and permanent occupancy.

In the event of non-compliance with this condition (e.g. short- or long-term rental, making the property available free of charge or against payment, non-occupancy of the unit personally, permanently, and/or as a primary residence, etc.), the Fonds will require the following, upon an initial finding of non-compliance:

- payment of a penalty amounting to €10,000 (ten thousand euros) (STATEC construction price index for October 2024) for the Kirchberg Fonds Housing Unit,
- payment of the rents received,
- cancellation of the rental contract,
- and the personal, permanent and primary occupancy of the property by the Buyer itself.

If the Purchaser fails to comply or if an additional violation is found, the Fonds shall have the right to require the transfer, or, where applicable, the cancellation of the Kirchberg Fonds Housing Unit at the right of first refusal price, minus a fixed indemnity of €50,000 (fifty thousand euros) (STATEC construction price index of October 2024), without prejudice to any other damages and compensation.

In the event of the death of the buyer of the Kirchberg Fonds Housing Unit:

- either the heir of the deceased owner takes possession of the housing unit for personal occupancy, which must occur within one year after the settlement of the estate,
- or the Fonds repurchases the housing unit at the right of first refusal price.

F. Paid employment in a defined area

The prospective Buyer of a Kirchberg Fonds Housing Unit must provide proof of principal paid employment (or affiliation with the Luxembourg National Employment Agency (ADEM), disability pension, or equivalent, etc.) within the broader territory of the City of Luxembourg, as defined in Figure 1 below, both at the time of their application and at the time of signing the notarised deed of acquisition. In the case of a group of 2 (two) adults, at least one of them must meet this condition. In the case of a group of more than two (2) adults, at least half of the persons must meet this condition.

This condition does not apply in the event of personal occupancy of the Kirchberg Fonds Housing Unit by an heir in the course of an inheritance.

Some housing units will be reserved for retirees, who must demonstrate that they live in the same area.

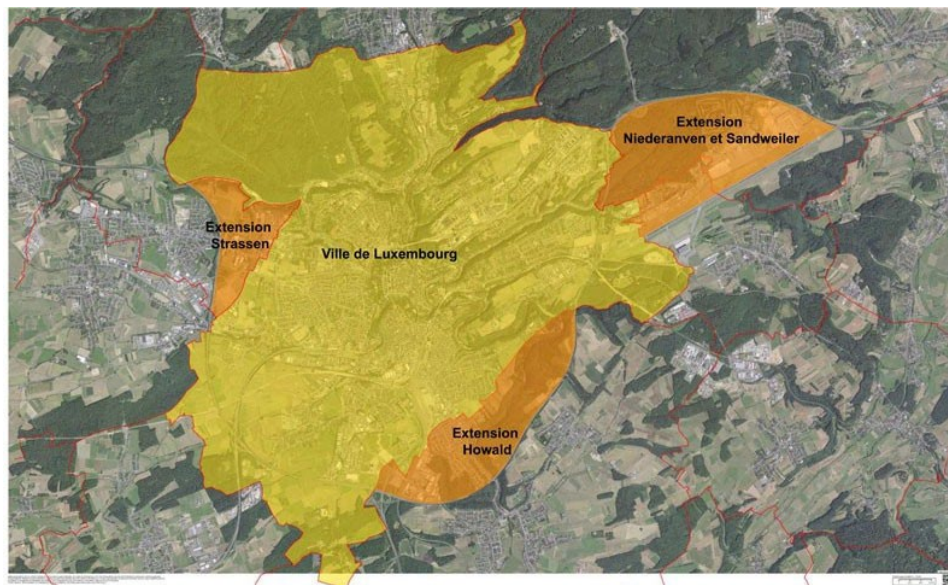


Figure 1 - Zone defined for the paid employment condition

2.4 RESALE DURING THE LEASE, RIGHT OF FIRST REFUSAL

The Fonds or its assigns have a right of first refusal in the event of resale by the Buyer of a Kirchberg Fonds Housing Unit. This right of first refusal applies for the entire term of the lease, until the 99-year (ninety-nine year) expiry date. It must be included in each (new) deed of sale.

The Fonds may or may not exercise this right.

If the Fonds decides to exercise its right, the seller may waive the sale. The right of first refusal shall be exercised at the preemption value determined in accordance with the following principles (without prejudice to further specifications):

- Initial price paid by the Buyer to the Developer (taking into account all improvements made by the Developer, with the exception of the kitchen, where applicable),
- plus any real estate capital gains (fixtures or incorporations) created during the period of ownership (supported by paid invoices) and depreciated linearly over 10 years,
- minus:
 - o 1% (one percent) of construction costs, in the broadest sense (including project management costs), indexed (from 3 years after completion), per year elapsed for obsolescence,
 - o 1/99 (one ninety-ninth) of the fee, indexed, per year for the reduction in the lease term.

With regard to "any real estate capital gains (fixtures or incorporations)" (kitchen, built-in furniture, sanitary equipment, etc.), sumptuary and/or luxury installations will not be taken into account (e.g. Whirlpool, sauna, wine cellar, etc.). Only receipted invoices relating to the last renovation work carried out less than 10 (ten) years prior to the transfer will be taken into account.

2.5. CONSTRUCTION METHODS, FITTINGS, FINISHES AND EQUIPMENT, PROJECT FLEXIBILITY

Minor deviations from the plans and descriptive notice (see also point 8.1) are possible, provided that the buyer first obtains the express agreement of the Fonds and the Developer.

The Fonds reserves the right to accept modifications requested by a buyer which would not have the purpose or consequence of changing the type or use, in the broadest sense, of the unit.

This implies, in particular, that the types of rooms and/or spaces (for the housing units: bedroom, living room, kitchen, WC, bathroom, storage room, laundry area, etc.) as well as their number and distribution (distribution across floors, connections between rooms/spaces, separation of functions, partitioning, etc.) cannot be modified.

In any event, even in compliance with the above conditions, the Fonds remains sovereign in its assessment of the modifications requested.

In the initial context of a Sale in Future State of Completion, once the Fonds has accepted the project, the question arises as to the technical feasibility of the desired modifications, while respecting the deadlines set for the Developer, notably by the Fonds. This is to be discussed with the Developer, who is also sovereign in assessing the requested modifications. In principle, within this framework (technical feasibility and compliance with maximum deadlines) and subject to the Fonds's approval, modifications may be considered with the Developer. However, any additional costs they may incur (materials, labour, delays, etc.) shall be borne entirely by or benefit the buyer.

To assess any additional cost or depreciation to be considered in relation to the fixed price, the Developer shall provide, in the descriptive notice, a detailed breakdown of all its services and their costs, itemized per unit (in terms of area, volume, per room, etc.), which will enable the determination of any additional cost and/or depreciation resulting from the supply and/or installation of equipment and/or modifications different from those initially planned.

However, it is expressly stipulated that the private and common areas must be delivered by the Developer completely finished, with no possibility of deviating from this without the Fonds's prior agreement.

During the Lease, following the potential approval of the Fonds, the feasibility of the requested modifications must be assessed, ensuring compliance with the co-ownership regulations.

In the event of modifications in contravention of these provisions, the Fonds reserves the right to immediately and unilaterally terminate the emphyteusis and surface rights of the areas concerned and/or to apply a lump-sum penalty clause of €50,000 (fifty thousand euros) (STATEC construction price index for January 2024), without prejudice to other damages and compensation, when exercising its right of first refusal or at the end of the lease.

3 MARKETING TERMS AND CONDITIONS FOR AFFORDABLE HOUSING UNITS ART. 29 Bis:

In the context of affordable housing (art. 29bis), the Developer does not pay an emphyteusis fee to the Fonds.

The Developer will transfer the related buildings to the Fonds at cost price and in accordance with the requirements and limits set out in the specifications for the development of affordable housing by the Ministry of Housing (Luxembourg).

4 MARKETING TERMS AND CONDITIONS FOR SERVICE SECTOR SPACES

4.1. INTRODUCTION

In the context of the Project, "service sector spaces" or "mixed-use" premises are reserved for:

- Retail activity: meaning any commercial activity involving retail sales, attracting customers, open to the public without an appointment, not only on weekdays but also on Saturdays and possibly Sundays, serving an end consumer and featuring an appealing and dynamic storefront or display, contributing to the enhancement and engagement of ground-floor city spaces.
- HoReCa: i.e. any activity in the Hotel, Restaurant and/or Café sector.
- Services: i.e. any activity involving the direct provision of technical and/or intellectual expertise or the performance of work that is immediately beneficial to the user, without material transformation, with the customer predominantly present on-site during the service, with no prior appointment strictly required, and where the establishment features a storefront (e.g., driving school, daycare center, hair salon, etc.).

4.2 MARKETING METHODS

The Developer shall be contractually bound to make every effort to activate the service sector spaces upon opening in accordance with the detailed criteria outlined above. In case of a strictly demonstrated impossibility and with the approval of the Fonds, activation shall be carried out based on similar operational concepts. Failing this, and unless a better agreement is reached with the Fonds, the latter reserves the right to require the surrender of the non-activated spaces as specified above, at the strict cost of construction.

Except in the case of retransfer to the Fonds referred to above, the service sector spaces may either be sold or leased by the Developer, subject to the Fonds's approval on the assignee or lessee and the content of the planned deed of sale or lease contract, respectively, but must always, during the 99 years (ninety-nine years) of the lease, comply with the uses set out above. Any modifications to the use of one or more service sector spaces are subject to the Fonds's prior approval.

For the installation of any signage, an authorisation request must be submitted to the Fonds.

4.3 PRICE

Service sector spaces are available for sale or lease by the Developer on the open market.

4.4 RESALE DURING THE LEASE, RIGHT OF FIRST REFUSAL

The Fonds also has a right of first refusal, at the price of a serious offer from an independent third party, for the entire term of the lease.

If the Fonds decides to exercise its right, the seller may waive the sale.

5 MARKETING TERMS AND CONDITIONS FOR "OFFICE" SPACES

5.1. INTRODUCTION

In the context of the Project, "office" spaces are reserved for:

- Office: i.e. all services other than those provided for service sector spaces (e.g. medical and paramedical activities, etc.).

5.2 MARKETING METHODS

The Developer shall be contractually bound to make every effort to activate the office spaces upon opening in accordance with the detailed criteria outlined above. In case of a strictly demonstrated impossibility and with the approval of the Fonds, activation shall be carried out based on similar operational concepts. Failing this, and unless a better agreement is reached with the Fonds, the latter reserves the right to require the surrender of the non-activated spaces as specified above, at the strict cost of construction.

Except in the case of retransfer to the Fonds referred to above, the office spaces may either be sold or leased by the Developer, subject to the Fonds's approval on the assignee or lessee and the content of the planned deed of sale or lease contract, respectively, but must always, during the 99 years (ninety-nine years) of the lease, comply with the uses set out above. Any modifications to the use of one or more mixed use spaces are subject to the Fonds's prior approval.

For the installation of any signage, an authorisation request must be submitted to the Fonds.

5.3 PRICE

Office spaces are available for sale or lease by the Developer on the open market.

5.4 RESALE DURING THE LEASE, RIGHT OF FIRST REFUSAL

The Fonds also has a right of first refusal, at the price of a serious offer from an independent third party, for the entire term of the lease.

If the Fonds decides to exercise its right, the seller may waive the sale.

6 MARKETING TERMS AND CONDITIONS FOR "OPEN-MARKET" HOUSING UNITS

6.1 MARKETING METHODS

The Developer is free to organise the marketing of Open-Market Housing Units, subject only to the Fonds's right of first refusal as set out below.

6.2 PRICE

Open-Market Housing Units are to be sold by the Developer at a price set by it.

6.3 RESALE DURING THE LEASE, RIGHT OF FIRST REFUSAL

The Fonds also has a right of first refusal, at the price of a serious offer from an independent third party, for the entire term of the lease.

If the Fonds decides to exercise its right, the seller may waive the sale.

7 MARKETING TERMS AND CONDITIONS FOR CAR PARKING SPACES (Mobility Hub)

The developer, owner or operator must apply a balanced pricing policy that optimises parking lot occupancy while guaranteeing accessibility.

- Subscriptions will be reserved primarily for residents and professional users of the site;
- Subscriptions for external users can only be granted in the form of revocable contracts, renewable on a monthly or half-yearly basis, in order to guarantee the availability of spaces for residents and workers on the site;
- The operator must keep an up-to-date waiting list to ensure that residents and professional users are allocated a space as soon as one becomes available.

The Fonds reserves the right to adapt the various requirements of this request for proposals in line with future site developments and requirements. Similarly, the operator may submit a request to adapt the initial requirements, provided that it is duly justified and demonstrated to be necessary for the proper operation of the site. Any modification must be validated by the Fonds and will be the subject of an amendment or an update of the contractual terms and conditions, as the case may be.

Details of the requirements will be set out in an appendix to be submitted as part of Phase II of this request for proposals.

8 GENERAL REMARKS APPLICABLE TO ALL COMMERCIALISED SPACES

8.1 DESCRIPTIVE NOTICES

Since the spaces are purchased by buyers based on a floor plan and a descriptive notice, these documents define the unit that must be delivered by the Developer to the buyer and the one that the Fonds, in its capacity as Owner, will reclaim either upon exercising its right of first refusal or at the end of the lease. Within this framework, the Fonds will have a right of approval over the descriptive notices.

8.2 BASIC DEED AND CO-OWNERSHIP REGULATIONS

The initial basic deed, including the co-ownership regulations, is proposed by the Developer and is subject to the Fonds's prior approval.

In particular, it explicitly states that it cannot be modified without the Fonds's prior agreement, provided that a draft has been submitted to it two months in advance.

The same applies to any other deeds and documents of any kind that may be required to implement the Project (deeds granting or creating easements, reservation contracts, completion bonds, etc.).

Generally, and throughout the term of the lease, without prejudice to the authority of the property manager or the meeting of co-owners, any modifications affecting the exterior appearance of the buildings and/or developments (including green spaces and gardens), as well as their designated use, must receive the express prior approval of the project architect or their successors and the Fonds. This applies both in its capacity as the Owner and in accordance with its legal mandate in the public interest, as the manager and guarantor of urban planning and land development on the Kirchberg Plateau.

8.3 CONTROL CAPACITY OF THE FONDS

In order to enable the Fonds to effectively monitor compliance with these marketing terms and conditions, the Developer undertakes to submit to the Fonds the draft reservation contracts, the basic deed, the template of the notarial deed of sale, as well as the draft internal regulations for approval. Additionally, the Developer must submit all draft notarial deeds of sale that it intends to execute. If no formal objection is received from the Fonds within 20 (twenty) working days of the Fonds's receipt of the draft notarial deed, the Fonds's approval is presumed. The Developer undertakes to inform the notary responsible for executing the deeds of sale about these provisions, as well as about the Developer's obligation to submit a copy of the final deed of sale to the Fonds. The Fonds will keep all information received confidential.

The Fonds reserves the right to carry out checks to verify compliance with the conditions set out above, with regard to both the Developer and the buyers.

Arrangements designed primarily or predominantly to circumvent the principles of the obligations and restrictions set out in this document, or which have this effect, are also prohibited. In the event of any such arrangement or attempt to set up such an arrangement, the Fonds or its assigns shall be entitled to terminate, unilaterally and in advance, by operation of law and without formal notice, all or part of the emphyteusis right granted to the buyer, minus a flat-rate penalty clause of €100,000 (hundred thousand euros) (STATEC construction price index for January 2024), without prejudice to other damages and compensation.