

“GRÜNEWALD-STEICHEN” PROJECT

**TENDERING
RULES**

**Submission of applications for phase I of selection:
11.07.2025, 16h**

April 2025 version



TABLE OF CONTENTS

1	ORGANISER AND COMMUNICATION	3
1.1.	ORGANISER	3
1.2.	ADDRESS TO WHICH THE APPLICANT'S EXPRESSION OF INTEREST MUST BE SENT	3
1.3.	ADDRESS WHERE QUESTIONS OR REQUESTS FOR FURTHER INFORMATION CAN BE SENT	4
1.4.	ADDRESS TO WHICH APPLICATIONS (PHASE I) / PROPOSALS (PHASE II) SHOULD BE SENT	4
2	PURPOSE OF THE REQUEST FOR PROPOSALS	5
2.1.	DESCRIPTION OF THE PROJECT	5
2.2.	PROVISIONAL SCHEDULE	6
2.6.	COMMITMENTS	6
3.	PROCEDURE	7
3.1.	INTRODUCTION	7
3.2.	PARTICIPATION TERMS AND CONDITIONS	7
3.3.	QUESTIONS AND ANSWERS	8
4.	ADMINISTRATIVE INFORMATION	9
4.1.	LANGUAGES	9
4.2.	AMBIGUITY	9
4.3.	INDEMNITIES	9
4.4.	FOLLOW-UP TO THE REQUEST FOR PROPOSALS	9
4.5.	EXHIBITION	10
4.6.	OWNERSHIP OF THE WINNING PROJECTS	10
4.7.	LEGAL BASIS FOR THE REQUEST FOR PROPOSALS	10
4.9.	FINAL COMMENTS	11
4.10.	JURISDICTION AND APPLICABLE LAW	11
4.11.	CONFIDENTIALITY AND INTELLECTUAL PROPERTY OF DOCUMENTS PROVIDED BY THE FUND	11
4.12.	PROCESSING OF PERSONAL DATA	11

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 Fund of the Kirchberg Plateau] (the “**Fund**”), 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
www.fondskirchberg.lu

Introduction

The Fund was created and is governed by the law of 7 August 1961 relating to the creation of a Town Planning and Development Fund of the Kirchberg Plateau. The Fund 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 Fund 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 Fund keeps commercial accounts and is subject to the supervision of the Court of Auditors.

The Fund'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 grsteichen@fondskirchberg.lu, and will receive the updated documents, if applicable. Refer to the additional information, if necessary.

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

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

Phase II of appointment

All requests for further information should be addressed to grsteichen@fondskirchberg.lu.

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

1.4. 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 Fund when the documents relating to Phase II are transmitted.



2 PURPOSE OF THE REQUEST FOR PROPOSALS

2.1. DESCRIPTION OF THE PROJECT

The Fund is issuing this request for proposals for the attention of developers (hereinafter the “**Developer**”) and their design team in order to obtain proposals in the form of summary rough-drafts (APS [avant-projets sommaires]) for the design, construction, financing and marketing of a mixed-use urban project in the Grünewald neighbourhood (the “**Grünewald-Steichen**” project), made up of two lots: lot 1 and lot 2.

Lot 1 is made up of several residential buildings including Kirchberg Fund housing, open-market housing with a crèche on the ground floor, a 12-storey tower block comprising themed housing units and shops/services on the ground floor. These buildings are to be developed on a shared basement that contains all the parking spaces needed for the entire site (including those in lot 2).

Lot 1 also includes a space to be developed as a public square with an approximate surface area of 1,600 m²: this square shall be transferred back to the Fund once completed.

Lot 1 comprises a GBA to be built of **15,795 m² GBA**.

Lot 2 consists of an office building with shops/services on the ground floor. Lot 2 comprises a total GBA of **5,310 m² GBA**.

With a view to drawing up the APS to be submitted as part of this request for proposals, the Developer is enlisting the services of a design team comprising:

- for lot 1: architect(s) and landscape architect(s),
- for lot 2: architect(s)

Together, they form the “**Consortium**”.

A Consortium can apply for the construction of:

- Lot 1,
- Lot 2,
- Lots 1 and 2.

The site is in the heart of the Grünewald Neighbourhood and has a total surface area of approximately 75.95 ares. It is bordered to the north by rue Steichen and the administrative part of the neighbourhood, and to the south by rue Bernhoeft, which leads to the residential part of the neighbourhood.

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 multiple emphyteusis and/or surface rights granted by the Fund to the selected Developer for a period of 99 years for lot 1 and 35 years for lot 2.

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.



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).

Phase I (compliance and selection)	
Publishing of the request for proposals	April 30, 2025
Deadline for sending questions and reporting ambiguity, errors or omissions	June 4, 2025
Estimated date of sending of answers to the questions (1)	June 25, 2025
Deadline for submitting application files	July 4, 2025
Notification to participants	October 22, 2025
Phase II (appointment)	
Phase II.1 (interim)	
Submission of specifications to shortlisted applicants	October 22, 2025
Deadline for sending questions and reporting ambiguity, errors or omissions	November 12, 2025
Estimated date of sending of answers to the questions (2)	December 2, 2025
Deadline for submission of interim projects	January 23, 2026
Feedback	Mid-March 2026
Phase II.2 (final)	
Deadline for sending questions and reporting ambiguity, errors or omissions	March 18, 2026
Estimated date of sending of answers to the questions (2)	April 13, 2026
Deadline for submission of projects	April 21, 2026
Proclamation of the result of the request for proposals	Early June 2026

- (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.

2.6. COMMITMENTS

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

- 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 Fund.

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 that will be chosen to participate in the appointment phase to develop a financial bid and an architectural proposal.

For lot 1 :

Selecting of consortiums of Developer(s) / Architect(s) / Landscape Architect(s)

For Lot 2 :

Selecting of consortiums of Developer(s) / Architect(s)

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 Fund 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(s) / Landscape Architect(s) (Lot 10), respectively Developer(s) / Architect(s) (Lot 2) with whom the Fund 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 Fund 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. The appointment procedure is based on a price bid and an architectural project.

3.2. PARTICIPATION TERMS AND CONDITIONS

Each consortium may only submit one application per lot. Each participant may only participate in one consortium.

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

Each Consortium must submit an application for the lot in which it is interested. If the Consortium is interested in both lots (lots 1 and 2), it must submit two separate applications, one for lot 1 and one for lot 2.

Consortiums consisting of one (or more) developer(s) and one (or more) architect(s) and one (or more) landscape architect(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 Fund 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

Questions (Phase I of selection)

Any questions may be sent to GRSTEICHEN@FONDSKIRCHBERG.LU, within the timeframe mentioned in point 2.2.

Answers (Phase I of selection)

Answers to these questions will be sent via GRSTEICHEN@FONDSKIRCHBERG.LU.

Questions (Phase II.1 of interim appointment)

Requests for information for the interim appointment phase can be sent to GRSTEICHEN@FONDSKIRCHBERG.LU within the timeframe mentioned in point 2.2.

Answers (Phase II.1 of interim appointment)

Answers to these questions will be sent via GRSTEICHEN@FONDSKIRCHBERG.LU.

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

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

Questions (Phase II.2 of final appointment)

Requests for information for the final appointment phase can be sent to GRSTEICHEN@FONDSKIRCHBERG.LU within the timeframe mentioned in point 2.2.

Answers (Phase II.1 of final appointment)

Answers to these questions will be sent via GRSTEICHEN@FONDSKIRCHBERG.LU.

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

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 Fund 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 Fund will contribute towards the compensation of the project management offices, for amounts of:

- **€34,000 inclusive of tax for the completion of Lot 1**
- **€16,000 inclusive of tax for the completion of Lot 2**
- **€50,000 inclusive of tax for the completion of Lots 1 and 2**

The compensation shall be due 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 subcontractor firms (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 Fund for the Kirchberg Plateau, as amended, the Fund will 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 Fund'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 Fund's Board of Directors, which will decide on the execution of the Project.

The Fund reserves the right to terminate the request for proposals at any time during the procedure. Should this occur after the intermediate handover, half of the indemnity will be due, and after the final handover, the entire indemnity will be due.

The principles of the deed of concession of emphyteusis and/or surface rights can be found in Appendix B.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 Fund and will not be remunerated.

4.5. EXHIBITION

The Kirchberg Fund 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 Fund, free of charge, to distribute to the public, by sale or otherwise, copies, reproductions or illustrations of their work. The Fund 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 Fund 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. ANONYMITY

For phase II, anonymity is required.

The architectural and landscaping proposals will therefore bear no signature, motto or logo. All documents must be identified with a code chosen by the team and written in the top right-hand corner. This consists of six different dark-coloured Arabic numerals, with a height of 1 cm and a total length of 6 cm.

Projects whose author can be recognised in any way other than by simply unsealing the envelope will be automatically excluded from the competition.

4.9. 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 Fund. 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 Fund.

The Fund reserves the right to:

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

4.10. 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 usable floor area and the respective weighting coefficient.

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

4.11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY OF DOCUMENTS PROVIDED BY THE FUND

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

4.12. 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 Fund 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 Fund 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 Fund 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 Fund 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.