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**Sixteenth session**

New York, 4-14 December 2017

**Report of the Court on its mechanisms to monitor and control the maintenance costs of its premises\****Executive Summary*

1. The Committee requested that the Court prudently control the preventive and corrective maintenance costs of the premises in 2017, to make every effort to ensure that the new long-term contract was as efficient and cost-effective as possible, and report to the Committee at its twenty-ninth session in the context of the 2018 proposed budget.
2. Further to the Committee's request, the Court presents the elements and mechanisms which have been established to monitor and control the current maintenance costs of the premises. Furthermore, the Court reports on the steps taken to ensure that a new cost-effective and efficient contract will be entered into as of 2018:
  - (a) The Court contracted Courtys to maintain its premises until the end of 2017, in accordance with Assembly resolution ICC-ASP/13/Res.2;
  - (b) The current contract with Courtys is managed and prudently controlled by the Facilities Management Unit. Works to be carried out are clearly defined and payment is made only against invoices that are (a) in line with the predefined scope of work and (b) charged to documented and verified activities;
  - (c) The process to select a main contractor with a start date of 1 April 2018 is underway. To allow adequate time to select a main contractor, the Courtys contract will be extended to 31 March 2018. The new maintenance contract is expected to run for a period of five to ten years, depending on performance;
  - (d) The Court's experience in the new premises to date will play a large part in dictating the levels of service required under the new contract;
  - (e) The scope of the new contract will include maintenance services and capital replacements as a pre-requisite for achieving best value for money, since maintenance and capital replacement are closely interrelated. The use of a main contractor will ensure that the Court's premises will be maintained to appropriate standards, applying best practice models and industry standards under the close supervision of the Facilities Management Unit; and
  - (f) The Court is providing all necessary information on the capital replacement costs to States to aid in their decision-making in the context of The Hague Working Group, facilitated by the Ambassador of Panama.

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\* Previously issued as CBF/29/4.

## **I. Introduction**

1. This report has been prepared to respond to the request by the Committee on Budget and Finance (“the Committee”), at its twenty-seventh session,<sup>1</sup> that the International Criminal Court (“the Court”) report to its twenty-ninth session on the elements and mechanisms established to monitor and control the current maintenance costs of the premises and the steps taken to ensure that a cost-effective and efficient long-term contract will be entered into in 2018.

## **II. Cost-effective and efficient provision of maintenance services on the Court’s premises**

### **A. Control over the preventive and corrective maintenance costs of the premises in 2017**

2. In accordance with the respective authorization of the Assembly of States Parties (“the Assembly”),<sup>2</sup> the Court extended the maintenance contracts with Courtys during the first year following delivery of the permanent premises to 31 December 2017.

3. The Court’s Facilities Management Unit (FMU) manages and controls the current maintenance contract with Courtys, resulting in controlled preventive and corrective maintenance costs for the premises. Several consultation formats and control mechanisms have been established. The FMU’s technical team interacts with the external maintenance personnel on an operational day-to-day basis. The management of both parties plan the implementation of the various maintenance activities strategically. Regular meetings take place between the contractor’s operational team and the FMU technical team and between management of the contractor and management of FMU.

4. Current maintenance services are clearly defined and a schedule of maintenance activities has been agreed. The schedule consists of comprehensive descriptions of the scopes of the preventive and the corrective maintenance services, respective service levels and – in case of corrective measures – response and reaction times.

5. All maintenance activities are closely monitored by FMU and progress and implementation are reported using the relevant software applications. All invoices can therefore be linked to implemented maintenance activities and payment of invoices will only be released in case of documented and verified activities in line with the predefined scope of work.

### **B. Measures to ensure a cost-effective and efficient maintenance contract from 2018 onwards**

6. The process to select a main contractor with a start date of 1 April 2018 is underway. In order to allow adequate time for the selection process, the existing maintenance contract with Courtys will be extended to 31 March 2018.

7. Preparation of the terms of reference and scope of the new contract is labour-intensive and the Court has complemented its in-house technical capacity by engaging external expertise on facilities maintenance in order to take into account current market trends. The experience of the Court’s technical team with the systems and actual performance of the materials that make up the various building components of the permanent premises will be an important factor in determining the required service levels.

8. The terms of reference and scope will include preventive and corrective maintenance services as well as replacement of building components which have reached the end of their useful life (capital replacement). As maintenance and capital replacement are closely

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<sup>1</sup> *Official Records of the Assembly of States Parties to the Rome Statute of the International Criminal Court, Fifteenth session, The Hague, 16-24 November 2016* (ICC/ASP/15/20), vol. II, part B.2, para. 108.

<sup>2</sup> *Official Records ... Thirteenth session ... 2014* (ICC-ASP/13/20), vol. I, part III, ICC-ASP/13/Res.2, para. 14.

interrelated, this cost-effective and efficient approach will ensure that the risk of failure will be managed appropriately and that best value for money is achieved.

9. A single main contractor delivering all maintenance services together with the necessary capital replacements under the close supervision of the FMU will therefore ensure that the building will be maintained to appropriate standards and that efficiency gains can be made.

10. The contract will run for a period of five to ten years, depending on performance which will be measured, transparently, through performance indicators. The precondition for extension of the contract will be more than satisfactory service delivery. The approach follows industry standards and best practice models.

11. During the selection process, the Court is providing all necessary information on the capital replacement costs to States Parties via The Hague Working Group (HWG) focal point for premises, the Ambassador of Panama. A copy of the documentation provided to the HWG on the issue of the replacement of capital investments in the permanent premises has also been submitted to the Committee as requested.<sup>3</sup>

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<sup>3</sup> ICC-ASP/16/5, para. 83.