

**PARTICULAR CLAUSES GOVERNING THE INVITATION TO TENDER
ISSUED BY**

ACLIMA

TO AWARD THE CONTRACT FOR

EU/Public funding support

DOSSIER NUMBER

02/2022

In Bilbao, on 17 November 2022.



Co-funded by the COSME programme
of the European Union



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A. OBJECT OF THE CONTRACT

The work to be developed will be the elaboration of a guide to EU-funded opportunities with comprehensive information on EU and public funding and grants, such as criteria and mechanisms for participation, the creation of consortia, the formulation and writing of proposals, etc.

B. CONTRACTING AUTHORITY

The Contracting Body will be constituted by Aclima, with address at Paseo Uribitarte, 3 - 3º, 48001 Bilbao.

TAX IDENTIFICATION NUMBER : G48763858

Person responsible at technical level: Igor Aranguren

Telephone / fax: 94 470 64 43

E-mail: igoribon@aclima.eus

C. DEADLINE FOR RECEIPT OF PROPOSALS

Bids shall be collected until 14:00 on 9 December 2022.

D. PLACE OF SUBMISSION OF TENDERS

The original offers shall be sent to Aclima by email to igoribon@aclima.eus.

E. EXECUTION TIME / PROVISION OF THE SERVICE

The total execution period of the project will be from the date of signature of the contract until 1 September 2023.

Bidders may propose in their bids alternative milestones or schedules to the proposal which, based on their experience, improve the quality of the results, facilitate the development of the project or optimise its cost and/or time.

F. CONTEXT OF SUPPLY

The euWater4i-SD project aims to set up an European Strategic Cluster Partnership Going International (ESCP-4i) to enable water-smart solutions

entering the sustainable territorial development (STD) market in emerging countries. euWater4i-SD is particularly focused on water-smart solutions (services, technologies and funding) enabling the transition towards sustainable territories through resource-efficient management and circular economy implementation in the five key sectors of the STD market: construction, industries, energy, agriculture and water resources management & supply.

euWater4i-SD consists on building a one-stop-shop for EU SMEs, offering Water-Smart solutions to foster their business opportunities and increase their competitiveness at the global scale. Through the euWater4i-SD partnership, 5 EU (FR, DE, CZ, BG) clusters from water, environment, energy, building & recycling sectors along with associated partners from interrelated sectors will join their competences to have an impact on EU employment, growth, and innovation.

G. SCOPE OF SUPPLY

euWater4i-SD project will support companies to identify and grab national/EU funding opportunities with the overall objective of strengthening their competitiveness and collaboration capacities. They will be provided with information on support and financial incentives as well as technical advice in the preparation of applications, diagnosis and financial analysis, preparation of budgets and financial plans and monitoring of investment projects.

The external facilitator should deliver a guide on public financing opportunities of UE. It will tackle at least EU programmes, National and local funding sources, but will be completed with any other sources that the facilitator could identify.

The work will be carried out in English, both the development and the reports and documentation generated.

H. AWARD CRITERIA

The general criteria to be used as a basis for the award are set out in **Table 1**.

Technical criteria		
Criterion	Description	Score
1	Experience in the sectors relevant to the project and proven references of activities similar to those proposed in the project.	25
2	Methodology of work: structure of phases, tasks, reports and deliverables The clarity, precision and detail of the description of how the work will be carried out will be valued.	25
3	Qualification of the work team	10
4	Proposed improvements in the approach or scope of the project. Improvements proposed in terms of the focus or scope of the project and which add value to the work. Improvements are considered to be those contributions that provide a better understanding of the final document from a technical point of view. Improvements do not entail any additional cost and must go beyond the commitments required in the specifications.	15
Economic criterion		
Criterion	Description	Score
5	Financial proposal	25

Table 1. Award evaluation criteria. Total (max. 100 points)

The economic proposal will be evaluated based on the lowest cost proposal, assigning 25 points to this proposal. The remaining bids submitted shall be evaluated using the following formula:

$$Economic\ proposal = 25 \times \left(\frac{Amount\ of\ the\ lowest\ bid}{Amount\ of\ the\ offer\ evaluated} \right)$$

I. INVOICING AND PAYMENT

The successful bidder shall issue two invoices of equal amount (50% of the total cost of the award). The first one at the moment of signing the contract and the last one at the end of the project will include in the concept the full title of the project.

Each such invoice shall be payable as follows:

- The payment period shall be 60 days.
- Aclima pays on the last day of the month.
- Payment is subject to the development of the project as well as to collection by Aclima.

J. TENDER BUDGET

The contract price shall be the price resulting from the award of the contract and shall include, as a separate item, VAT.

The contract price includes all other applicable taxes, fees and charges of any kind, as well as all expenses incurred by the Contractor as a result of the fulfilment of the obligations contemplated in this Folder (general and financial expenses, profits, insurance, transport and travel, fees of the technical personnel in charge, visas, etc.).

K. LANGUAGE OF THE PROPOSALS

The tender documentation must be submitted in English.

L. TENDER DOCUMENTATION

The tenderer shall submit the following technical documentation:

- Descriptive report: working methodology, sources of information, structure of the reports.
- Project planning: A timetable of the work to be carried out shall be drawn up and adequately supported.
- List of studies, reports, projects or works of similar scope and subject matter to those proposed in the project.
- Curricula Vitae of the persons who will be involved in the project.

The economic proposal shall be presented in typed and signed form in accordance with the proposal model in **ANNEX 1** of this Folder. The amount corresponding to VAT shall in all cases appear as a separate item.

In the event of a discrepancy between the amount stated in numbers and in letters, the latter shall prevail.

M. BASIC CRITERIA FOR THE SELECTION OF THE TENDER

Aclima, if it does not declare the Tender void, will have the power to award the contract to the most advantageous proposal overall, in accordance with the evaluation criteria set out in L.

Where the contracting authority has reasonable grounds for believing that a tender cannot be fulfilled due to disproportionate or unreasonable undercutting, it may decide to exclude it from the procedure.

N. SELECTION OF THE CONTRACTOR

Once the tenderer with the most advantageous offer for Aclima has been selected, all tenderers will be notified by e-mail to the address they provided in their tender.

The maximum period for the evaluation and selection of the Contractor shall be fifteen (15) days, counting from the date of the end of the deadline for the presentation of proposals. Once this period has elapsed without notification of this agreement, the bidders may, if they deem it appropriate, express their intention to withdraw their proposal.

O. CONFIDENTIALITY

The Contractor undertakes to maintain strict confidentiality regarding all data of which it becomes aware in the performance of the contract and to use all information received only in the performance of the work commissioned. Likewise, the Contractor shall maintain in strict confidentiality the results of the work carried out for the purpose of this contract and all information related to such results, and may not disclose them to any third party without the express consent of Aclima.

The Contractor undertakes that any information it receives from the other Party shall be considered confidential and shall only be used for the provision or receipt of the services defined in this contract.

P. OWNERSHIP OF WORK CARRIED OUT AND PROCESSING OF PERSONAL DATA

The product that is the object of the Contract will remain the property of euWater4i-SD project, reserving its use, and consequently, euWater4i-SD project

may at any time request the delivery of the documents or materials that form part of it, with all its background, data or procedures.

The Contractor, in accordance with Organic Law 15/1999, of 13 December, on the Protection of Personal Data, shall process the information to which it has access during the execution of the contract in accordance with the instructions issued by euWater4i-SD project, and shall not use it for any purpose other than that of the contract, nor shall it communicate it to other persons.

Q. RESPONSIBLE FOR THE CONTRACT

In making decisions of a technical nature, Aclima may appoint a Contract Manager to supervise and advise on the actions undertaken by the Contractor, with the Contracting Body or the persons delegated by it being responsible for the adoption of decisions arising from the monitoring of the development of the contract by the Contract Manager. It will also assume the functions entrusted to it in this Folder. The contracting authority may delegate to the contract manager all or some of its rights and powers in relation to the execution of the contract.

R. TERMINATION / CANCELLATION OF THE CONTRACT

The contract shall be terminated by its conclusion or performance or by its termination. In addition to those mentioned in this Folder and in the Civil Code, the following shall be causes for termination of the Contract:

- In the event that during the execution of the contract, and as a consequence of actions by third parties, the execution of the contract becomes technically or economically unfeasible, the contract may, in the reasoned opinion of Aclima, be terminated, and the Contractor will be paid exclusively for the work ordered and effectively executed by the Contractor until the moment in which Aclima agrees the termination, without any compensation or claim of any kind from the Contractor to the Contracting Body.
- Delay by the Contractor in meeting the deadline for the execution of the works covered by the contract.
- Failure to comply with the remaining essential contractual obligations. The occurrence of any of these causes, in the terms established, will empower the Contracting Authority to terminate the contract, with compensation for damages and other effects that may be applicable in its favour in accordance with this Folder and the applicable regulations, and may also opt for subsidiary performance, carrying out the unfulfilled obligations or continuing the execution of the works by itself or through the persons or companies it determines, at the Contractor's expense.

ANNEX 1 [FINANCIAL PROPOSAL].

Mr / Mrs:
With ID No.:
Representing the company:
With the N.I.F. :
With offices at (address):

which I certify in the manner provided for in the Basic Conditions of Contract,
declares the following:

1. That he is aware of the invitation to tender issued by Aclima for the award of the contract for "_____".
2. That it has examined and is aware of the Particular Terms and Conditions governing the said Contract.
3. That it agrees, voluntarily submits to and accepts in full and without variation, all aspects of the said Tender Specifications.

That it undertakes to carry out the above contract in accordance with the total and maximum amount of EUR [...] plus VAT of EUR [...], broken down as follows:

Place, date and signature] [Place, date and signature