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

ECOLIANCE

TO AWARD THE CONTRACT FOR

Coaching/Mentoring of SMEs within the euWater4i-SD project

DOSSIER NUMBER

01/2023

In Trier, November 10th 2023.

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A. OBJECT OF THE CONTRACT

Effective coaching can be the key to SME growth. For those SMEs that want to go further and need individualised assessment or support, euWater4i-SD will offer an expert mentoring and coaching service. Coaches will help beneficiaries to progress through the lifecycle of their internationalisation process.

The companies offering the service will become part of a pool of coaches that will be assigned to the beneficiary SMEs on a first-come, first-served basis, provided that they meet the requirements.

The coaching service will consist of 10 hours of dedication for each of the beneficiary SMEs.

B. CONTRACTING AUTHORITY

The Contracting Body will be constituted by Ecoliance, with address at Umwelt-Campus Birkenfeld, 55761 Birkenfeld, Germany.

TAX IDENTIFICATION NUMBER: DE304781201

Person responsible at technical level: Louise Gubanski

Telephone: +49 6782 17-1935

E-mail: louise.gubanski@ecoliance-rlp.de

C. DEADLINE FOR RECEIPT OF PROPOSALS

Bids will be collected until 24:00 on January 7th 2023.

D. PLACE OF SUBMISSION OF TENDERS

The offers shall be sent to Ecoliance by e-mail to louise.gubanski@ecoliance-rlp.de.

E. EXECUTION TIME / PROVISION OF THE SERVICE

The total implementation period of the project will be from January 8th 2024 to June 30th 2024.

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

Three different coaching services will be offered depending on the real needs of the participating SMEs:

- Business development: focusing on identifying, analysing and assessing potential business opportunities, defining business segments and developing an effective marketing mix;
- Organisation: aimed at mobilising the SME's resources to ensure the efficiency and performance of the company's organisation;
- Cooperation: to support SMEs in the planning and implementation of innovation partnerships and project consortia.

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 envisaged in the project.	20
2	Methodology of work: structure of phases, tasks, reports and deliverables	20
3	Qualification of the work team	15
4	Proposed improvements in the approach or scope of the project	10
5	Member of Ecoliance	5
Economic criterion		
Criterion	Description	Score
5	Financial proposal (lowest bid will be awarded 30 points)	30

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

I. INVOICING AND PAYMENT

The successful tenderers shall issue an invoice to the contractor for the full amount once the work to be carried out has been completed.

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 German or 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, 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

Ecoliance, if it does not declare the Tender void, will be entitled to award the contract to the most advantageous proposals overall, in accordance with the evaluation criteria set out in H.

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

N. 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 Ecoliance.

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.

O. PROCESSING OF PERSONAL DATA

The Contractor, in accordance with the General Data Protection Regulation shall process the information to which it has access during the execution of the contract in accordance with the instructions issued by Ecoliance, and shall not use it for any purpose other than that of the contract, nor shall it communicate it to other persons.

P. RESPONSIBLE FOR THE CONTRACT

In making decisions of a technical nature, Ecoliance 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.

Q. 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 Ecoliance, be terminated, with the Contractor being paid exclusively for the work ordered and actually executed by the Contractor up to the moment in which Ecoliance 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, under the terms established, will entitle the Contracting Authority to terminate the contract, with compensation for damages and other effects that may apply 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 itself or through the persons or companies it determines, at the Contractor's expense.

ANNEX 1 [FINANCIAL PROPOSAL]

Mr / Mrs:
Representing the company:
With the Tax Identification Number.:
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 Ecoliance for the award of the contract for "**Coaching/Mentoring of SMEs within the euWater4i-SD project**".
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