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

CREA Hydro&Energy

TO AWARD THE CONTRACT FOR

Support for market intelligence in targeted markets (assessment of current and potential new markets).

DOSSIER NUMBER

07/2024

In Brno, on 31 July 2024

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A. OBJECT OF THE CONTRACT

As the project nears its end in mid-September 2024, the consortium, committed to long-term sustainability and strategy implementation, has decided to evaluate the current target markets (Uganda, Kenya, Bolivia, and Peru) and compare them with the interests of European SMEs. Based on a survey distributed to SME members from the project's partner clusters, an analysis of the current and potential markets will be conducted. The results of this analysis will be used as market intelligence to guide the consortium's long-term collaboration and strategic focus.

B. CONTRACTING AUTHORITY

The Contracting Body will be constituted by CREA Hydro&Energy, with address at Traubova 1546/6, 602 00 Brno, Czech Republic.

TAX IDENTIFICATION NUMBER: CZ22729674

Person responsible at technical level: Kristian Cely

Telephone: +420 777 361 275

E-mail: cely@creacz.com

C. DEADLINE FOR RECEIPT OF PROPOSALS

Bids shall be collected until 18:00 on 15 August 2024.

D. PLACE OF SUBMISSION OF TENDERS

The original offers shall be sent to CREA Hydro&Energy by email to cely@creacz.com or bret@creacz.com.

E. EXECUTION TIME / PROVISION OF THE SERVICE

The total execution period of the service will be from 16 August 2024 until 30 August 2024 based on proposed working phases.

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.

The project is 90% co-funded by the COSME programme of the European from September 2021 to September 2024.

G. SCOPE OF SUPPLY

The target markets of Uganda and Kenya in East Africa, and Bolivia and Peru in Latin America, were selected based on a preliminary analysis conducted before the project proposal submission. As part of the internationalization strategy preparation for the euWater4i-SD partnership (WP3), partners focused on understanding these target markets and their correlation with the interests and capacities of European SMEs. Consequently, a comprehensive mapping of European SMEs' capacities was carried out, leading to the development of new value chains and a SWOT analysis for the euWater4i-SD partnership. Additionally, four foreign market studies were conducted, one for each target country.

All these inputs were utilized to define the internationalization strategy for the entire partnership, which further outlined the implementation of measures to assist SMEs in accessing these markets (WP4). To gain an even deeper understanding of the foreign markets, two exploratory missions were undertaken to Peru and Kenya. As part of the market intelligence activities, we compile news and tender offers, which are sent monthly to the subscribers of our Information Bulletin. Based on the exploratory missions and international market studies, market factsheets were also developed, summarizing the most critical information in a few pages to help European SMEs understand these markets.

By evaluating these markets and analyzing potential new markets, we aim to adjust the consortium's strategic focus in line with the interests of European SMEs. This activity is outlined in the DoA as Task 4.1 Market Intelligence and has an allocated budget for subcontracting. The subcontractor will have access to the results of the European SMEs interest mapping, along with all the aforementioned documents (Mapping of Resources, International Market Studies, New Value Chains, SWOT Analysis).

Expected outputs:

- Evaluation of current target markets (analysis based on available information/documents) and comparison with the interests of European SMEs based on the July 2024 survey.
- Analysis of potential new target markets based on the survey mapping the interests of European SMEs. The analysis should include basic market information, a brief overview of water management in the country, an

evaluation of export prospects for individual value chains (as defined in the survey), and recommendations for European SMEs.

- Identification of the most promising countries in the given target territories based on the collected information and current trends.

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:

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

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.

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

CREA, 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 H.

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 CREA 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 CREA.

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. RESPONSIBLE FOR THE CONTRACT

In making decisions of a technical nature, CREA 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 CREA, be terminated, and the Contractor will be paid exclusively for the work ordered and effectively executed by the Contractor until 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, 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:

Representing the company:

With the VAT 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 CREA 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