
ANNEX I

TECHNICAL SPECIFICATIONS FOR THE TENDERING OF THE INFORMATION, ADVISORY AND MANAGEMENT SERVICES CONTRACT FOR THE NEIGHBOURHOOD OFFICE SUPPORTING THE INTEGRATED URBAN REGENERATION OF THE XXX NEIGHBOURHOOD IN THE MUNICIPALITY OF XXX

TECHNICAL SPECIFICATIONS FOR THE TENDERING OF THE INFORMATION, ADVISORY AND MANAGEMENT SERVICES CONTRACT FOR THE NEIGHBOURHOOD OFFICE SUPPORTING THE INTEGRATED URBAN REGENERATION OF THE XXX NEIGHBOURHOOD IN THE MUNICIPALITY OF XXX.

1. SUBJECT MATTER OF THE CONTRACT

The purpose of this contract is to provide the services required to promote, support and evaluate urban regeneration and residential building renovation activities within the XXX neighbourhood of the municipality of XXX. This includes the provision of advice and assistance to homeowners' associations and individual residents in the preparation of the documentation required to apply for any grants, subsidies or financial support schemes that may be available.

The contract shall also cover the implementation of the actions necessary, in collaboration with the competent public authorities, to disseminate information regarding the objectives within the Intervention Area, including the scope of the regeneration and renovation programme and the financial assistance mechanisms available. To this end, the contractor shall establish and maintain the necessary liaison with public bodies, neighbourhood associations, residents and other relevant stakeholders.

The scope of the contract shall additionally extend to any other grant programmes that may be awarded within the same material and temporal scope, provided that such programmes are compatible with the initial funding scheme.

This contract does not constitute a contract for the provision of personnel to the contracting authority. The activities and services covered by the contract are of an auxiliary and support nature and shall not, under any circumstances, involve the exercise of public powers or any authority reserved to public administrations.

2. TERRITORIAL SCOPE

The territorial scope of the contract shall be limited to residents of the XXX neighbourhood, with particular focus on the dwellings located within the buildings identified as XXX.

The services shall be delivered primarily through the neighbourhood office established for this purpose by the Municipality of XXX and located at XXX. This shall be without prejudice to the activities that may be carried out within the Intervention Area covered by the grant programmes or within municipal premises when required for coordination and liaison purposes.

3. SERVICES TO BE PROVIDED

3.1 General Requirements

The contractor shall be responsible for carrying out the following activities:

- Defining the boundaries of the Intervention Area, identifying the buildings and plots included within its scope, and preparing information sheets describing the characteristics of each building, including ownership status (public or private), occupancy status, vacancy levels and any other relevant information.
- Establishing prioritisation criteria. Once the properties have been identified, priority interventions shall be determined based on criteria including, but not limited to, rehousing requirements, the physical condition of the buildings, the social vulnerability of their occupants, the funding committed to the interventions, and the annual distribution of the agreed investments.
- Carrying out a comprehensive diagnosis of the defined Intervention Area.

- Preparing the Action Plan for the Integrated Urban Regeneration and Building Renovation of the Intervention Area.
- Providing information and raising awareness among residents and homeowners' associations administrators regarding the conditions established for Integrated Urban Regeneration and Building Renovation within the Intervention Area.

Information activities shall be delivered through both passive and proactive approaches. The former shall consist of responding to queries from interested parties, while the latter shall involve direct engagement with both individual beneficiaries and relevant stakeholders within the Intervention Area, including professionals, construction companies and homeowners' associations.

- Providing information and dissemination activities concerning the conditions established under:
 - The grant rules governing financial assistance schemes for homeowners' associations and for socially vulnerable individuals residing within such associations, to be approved by the Municipality of XXX.
 - Grant programmes for individuals undertaking building and dwelling renovation activities, including:
 - Order of 21 July 2021 of the Minister for Territorial Planning, Housing and Transport on "*Financial Measures for Eligible Rehabilitation Actions in Dwellings and Buildings, Accessibility and Energy Efficiency*", or any legislation replacing it. Support shall cover, up to the maximum eligible cost of the intervention, in particular Lines 1 and 2 of the Order relating to accessibility improvements.
 - Any other compatible grant programmes available through R&D&I initiatives, European funding programmes or any other financing source.
 - Any other applicable regulations in force during the term of the contract or any legislation replacing them.
- Designing and implementing information and participation processes aimed at promoting the objectives of the interventions within the Intervention Area, encouraging the involvement of affected stakeholders and disseminating information on available grant programmes.
- Providing advice, where requested by homeowners' associations administrators or applicants, regarding agreements between co-owners and between tenants and property owners affected by renovation works to common building elements, including support for the establishment of a joint homeowners' association where appropriate.
- Providing guidance on available social assistance schemes and carrying out mediation and support activities between homeowners' associations, public authorities and residents affected by the interventions.
- Supporting access to financing mechanisms. Assistance shall be provided to homeowners' associations and socially vulnerable individuals or households with insufficient financial resources, based on the information supplied by potential beneficiaries.
- Supporting the processing and submission of applications for municipal permits and other specific authorisations.
- Developing evaluation criteria and scoring methodologies for the assessment of bids submitted by professionals, technical teams or contractors, for approval by the Management Committee

composed of representatives of the Municipality, the Basque Government and the homeowners' associations.

- Following the application of these evaluation criteria during procurement procedures for design services, construction supervision services or construction works, preparing recommendation reports for the award of each contract, subject to validation by the Management Committee.
- Supporting homeowners' associations, property managers and property owners in the review, preparation and submission of all documentation required under the rules governing building renovation grants, both for the application and subsequent justification of financial assistance.
- Supporting homeowners' associations, property managers and property owners in the review, preparation and submission of all documentation required under any complementary and compatible grant programmes, both for the application and justification phases.
- Preparing contribution calculations and cash-flow analyses, including estimates of household expenditure and income. The Neighbourhood Office shall prepare a financial model assessing the total cost of interventions and identifying all grants and financial assistance applicable to each dwelling.
- Providing guidance to homeowners' associations, property managers and property owners regarding the definition of projects to be procured and works to be implemented, as well as technical information concerning eligible activities. Such activities shall be undertaken in accordance with the grant rules approved specifically for the Intervention Area, together with any complementary regulations or guidelines issued by the Basque Autonomous Community, the Municipality of XXX or any other competent authority during the term of the contract.
- Analysing and advising on project proposals during the design phase of projects commissioned by homeowners' associations and, where appropriate, preparing the technical reports required for the processing of renovation grant applications, in accordance with the provisions established in the corresponding grant programmes.
- Without assuming the role of construction supervisor or site manager, attending site meetings and monitoring works for the purpose of verifying compliance with the activities covered by grant programmes. The contractor shall keep both the homeowners' associations and the Municipality informed of progress and report any incidents arising during implementation.
- Preparing final reports upon completion of renovation activities. These reports shall include information on the building, the works undertaken, total investment, the proportion financed through public funding and private contributions, the number of households affected, before-and-after photographs, and an assessment of occupant satisfaction based on survey results.
- Preparing and submitting all reports required under these Technical Specifications. All activities shall comply with the applicable personal data protection legislation.
- Preparing any additional reports requested by either the Municipality or the Basque Government's Directorate for Neighbourhood Regeneration and Urban Agenda.
- Attending coordination meetings at the request of the Municipality and providing any information required.
- Ensuring that any communication or dissemination activity relating to the operation of the Neighbourhood Office complies with:
 - The *Euskadi Visual Identity Manual*.

- The *Opengela Corporate Identity Manual*.
- Carrying out any other analogous functions directly related to the subject matter of the contract.

3.2 Specific Requirements

3.2.1 Cross-Cutting Activities

- Establishment of objectives. Annual objectives shall be defined for each implementation period. Such objectives shall be specific, measurable and achievable, taking into account the approved investment plan.
- Monitoring and control of objectives. Quarterly monitoring reports shall be prepared, detailing achievements, progress and any deviations from the established objectives.
- Evaluation of results. Upon completion of the implementation period, a final evaluation report shall be prepared, detailing the actions carried out, investment mobilised by both public authorities and private stakeholders, and any pending interventions, enabling an overall assessment of results and impacts.

3.2.2 Technical Activities

- Technical inspection. The Contractor shall review Building Technical Inspection (ITE) reports where available and oversee their preparation where they have not yet been completed, ensuring their reliability and technical quality. Particular attention shall be paid to structural deficiencies, roofs, façades, building services, accessibility improvements, the removal of architectural barriers and energy-efficiency measures, in line with the objectives established for the Intervention Area. Where required, the technical team shall assess rehousing needs and report any circumstances that may prevent the implementation of renovation works. Special attention shall also be given to reviewing Energy Performance Certificates and ensuring consistency between these certificates, the pre-intervention energy audit and the proposed intervention.
- Social assessment report. A report shall be prepared identifying the social and economic needs detected within the Intervention Area. Where renovation works require rehousing, the social team shall assess needs, identify alternatives and support negotiations. These professionals shall also undertake mediation activities aimed at conflict resolution and consensus-building within homeowners' associations and identify individuals eligible for financial support under the applicable social criteria.
- Construction monitoring. Ongoing monitoring of works shall be carried out to verify compliance with the objectives, scope and requirements established in the approved project documentation.
- Social monitoring. Follow-up activities shall be undertaken regarding the approval and payment of grants and financial aid, as well as any rehousing processes that may occur. Professional support shall also be provided for conflict resolution throughout the implementation process.

4. MATERIAL RESOURCES

The material resources to be provided by the Municipality, and which shall therefore not be the responsibility of the contractor, shall include the provision of the necessary IT equipment and computer systems, office furniture, and utilities and services such as water supply, electricity and internet connectivity.

All other costs and expenses necessary for the performance of the contract shall be deemed excluded from the Municipality's obligations and shall be borne by the contractor at its own risk and expense.

5. HUMAN RESOURCES

The successful tenderer shall demonstrate that it possesses sufficient human and organisational resources to ensure, throughout the duration of the contract, the economic, financial and technical capacity required under the Administrative Specifications.

The successful tenderer shall allocate to the performance of the contract the personnel resources included in its tender submission, which shall comprise, as a minimum, the following professional profiles:

- One senior technical professional, preferably holding a degree in Architecture, who shall perform the duties associated with their professional qualifications. These duties shall include, without limitation, providing advice on the procurement of projects and construction works, monitoring their implementation, and reporting progress to the homeowners' associations and the Municipality. This person shall also act as the person responsible for the Neighbourhood Office and for its overall coordination.
- One administrative and financial professional, responsible for performing accounting and administrative functions, including, without limitation, providing information on existing grant programmes, their compatibility and financing arrangements, supporting homeowners' associations in the preparation and submission of the documentation required for grant applications and justification procedures, and administering the associated processes.
- One social professional, holding a qualification in Social Education or an equivalent discipline, with experience in community mediation, development education and community engagement. This person shall be responsible for providing guidance on available social assistance schemes and carrying out support, accompaniment and mediation activities with homeowners' associations and residents affected by the interventions.
- One legal professional, who shall provide specialised support, when required, particularly in relation to the application of the Horizontal Property Act.

The team shall possess proven knowledge and experience in grant management, conflict mediation, social intervention and citizen participation, enabling it to perform the information, support and mediation activities required for residents affected by the interventions, together with all other duties envisaged under this contract.

The successful tenderer shall notify the Municipality of any changes affecting the project team or the management of the service resulting from incidents, operational issues or other circumstances arising during contract implementation, so that the appropriate measures may be adopted. Such notifications shall be deemed an integral part of the services covered by the contract.

The personnel assigned to the contract shall be employed exclusively by the successful tenderer (hereinafter, the **contractor**). Accordingly, all obligations arising from the employment relationship shall be the sole responsibility of the contractor. Under no circumstances shall the Municipality assume any liability in relation to the contractor's personnel, who shall have no employment relationship whatsoever with the Municipality.

The contractor shall not be entitled to pass on to the Municipality any costs arising from improvements to the employment conditions or remuneration of its personnel, whether resulting from collective bargaining agreements, individual agreements or any other arrangements, where such costs would lead to an increase in the contract price.

The contractor shall be responsible for replacing personnel assigned to the service in cases of illness, holidays, leave of absence, licences or any other circumstance affecting staff availability, ensuring that the

service continues to be provided in accordance with the requirements set out in these Technical Specifications. Any replacement personnel shall meet the same technical capacity and qualification requirements as those established for the original staff.

Should the legal or employment relationships between the contractor and its personnel be altered for reasons not attributable to any breach by the Municipality of its obligations under these Technical Specifications, the Municipality shall not incur any liability whatsoever in relation to such circumstances.

6. ON-SITE SERVICE PROVISION

The level of staff allocation shall be adapted to the requirements of the process and the specific phase of implementation of the Integrated Urban Regeneration programme. As a minimum, the contractor shall ensure the on-site presence at the Neighbourhood Office of personnel with technical, administrative-financial and social expertise as follows:

- Four hours per day during morning opening hours, on two days per week.
- Two hours per day during afternoon opening hours, on two days per week.

Given that on-site availability is subject to minimum requirements, any improvement proposals submitted by tenderers shall, where applicable, increase the number of hours and/or days of on-site service provision during morning and/or afternoon opening periods.

Recognising that workloads may vary throughout the duration of the contract, tenderers may propose an alternative attendance schedule, provided that the minimum on-site presence requirements are maintained at all times. Such proposals should demonstrate the capacity to accommodate anticipated peaks in workload and service demand.

The working hours proposed by the successful tenderer may be modified, where justified by operational circumstances, subject to the prior express authorisation of the Municipality.

The overall level of attendance and staff allocation shall be adjusted to the effective demand generated by the renovation activities undertaken within the Intervention Area. The availability of the project team shall be sufficiently flexible to respond to the requirements arising from the urban regeneration process, including attendance at community meetings and stakeholder engagement events, where necessary, outside normal office opening hours and at the locations designated for such meetings.

7. COORDINATION, MANAGEMENT AND MONITORING

The monitoring of contract implementation shall be carried out by the Contract Manager appointed for this purpose by the Municipality.

The person acting as Coordinator of the Neighbourhood Office shall be responsible for its day-to-day operation and management and shall serve as the principal point of contact with the Municipality of XXX and, where applicable, with the technical team designated by the Basque Government in all matters relating to the provision of the service.

The Coordinator shall attend any meetings convened by the Municipality or the Basque Government for the purpose of reporting on the progress of the service and addressing any matters related to the subject matter of the contract. The Coordinator shall also participate in any meetings organised by the Basque Government's Directorate for Neighbourhood Regeneration and Urban Agenda involving the other Neighbourhood Offices operating under the Opengela programme.

On a quarterly basis, the Contractor shall submit to the Municipality an administrative and technical monitoring report describing progress against the established objectives and identifying any deviations from the planned targets. The report shall also include details of the activities and interventions carried

out during the reporting period, including, but not limited to, requests for information received, the status of ongoing applications and case files, grant applications submitted and approved, the procurement and implementation status of projects and works, relevant timelines, and any other information necessary for monitoring purposes.

Upon completion of each renovation process, the Contractor shall prepare a final report containing, as a minimum, the following information:

- Identification and characteristics of the building concerned.
- Description of the renovation works carried out.
- Total investment made, clearly distinguishing between the proportion financed through public grants and that contributed by private beneficiaries.
- Number of households affected by the intervention.
- Photographic documentation showing the condition of the building before and after the renovation works.
- An assessment of occupant satisfaction based on the results of a satisfaction survey conducted among residents.

The final report shall provide a comprehensive evaluation of the outcomes achieved and the overall impact of the intervention within the Intervention Area.

8. BASQUE LANGUAGE REQUIREMENTS

Any documentation prepared by the contractor for information, communication or dissemination purposes shall be produced in both official languages of the Basque Autonomous Community, namely Basque and Spanish.

Where the performance of the contract involves activities requiring direct interaction with citizens or residents, services shall be provided in the official language chosen by the individual concerned.

9. INCLUSIVE LANGUAGE

The Contractor shall ensure that all personnel assigned to the contract use inclusive and non-discriminatory language in all oral and written communications undertaken in connection with the provision of the service.

All information, communication and dissemination materials produced under the contract shall be drafted in a manner that promotes equality and avoids sexist, exclusionary or discriminatory language.

10. CONTRACT TERM, SUBMISSION AND PAYMENT ARRANGEMENTS

- **Contract Duration:** The contract shall remain in force for the duration of the Integrated Urban Regeneration process within the Intervention Area.

The contract may be extended for additional periods of up to one year. Extensions may also be agreed for shorter periods where necessary, taking into account the deadlines granted to the Municipality for the justification and closure of the corresponding grant programmes.

A maximum of two extensions may be agreed. The duration of each extension shall not exceed one year.

- **Payment Arrangements:** Payments shall be made on the basis of monthly service certificates, corresponding to the proportional part of the annual contract price accrued during the relevant period.

11. DETAILED BUDGET

The maximum budget allocated for the staffing of the Neighbourhood Office, as well as for the expenses required for its operation and maintenance, is set out below.

The estimates provided are based on the total employment cost of each staff member, including social security contributions and any other costs arising from the employment relationship, calculated as follows.

PROFESSIONAL PROFILE	ANNUAL HOURS	HOURLY RATE (€)	TOTAL
SENIOR TECHNICAL PROFESSIONAL			
ADMINISTRATIVE AND FINANCIAL PROFESSIONAL			
SOCIAL PROFESSIONAL			
TOTAL PERSONNEL COSTS			
Legal Professional (Occasional Support)			
MATERIAL AND OPERATING EXPENSES			
TOTAL			

The material resources and operating expenses to be borne by the Contractor shall include:

- Expenditure on office supplies, consumables, printing, communication and dissemination materials.
- Travel and subsistence expenses incurred by staff in the performance of the services.

The total amount allocated to these expenses shall not exceed 10% of the total contract value.

Tenderers shall include in their proposals a detailed breakdown of personnel costs, indicating the professional qualifications of the personnel assigned to the contract, their proposed level of dedication and the corresponding salary costs and the estimated material and operating expenses associated with the delivery of the service.



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