

## ASSIGNMENT TERMS OF REFERENCE

### ILUNION - SUPPORTING ENVIRONMENTAL SUSTAINABILITY OF THE LAUNDRY INDUSTRY: WATER EFFICIENCY STRATEGY

AA 011991-002

This Assignment will be awarded in relation to Lot 1: Environment of the Framework Agreement to Support EIB Advisory Services (EIBAS) Activities Inside and Outside EU-27 (TA20210614 R0 FWA).

#### Acronyms

AS	EIB Advisory Services Department
EC	European Commission
EIB or the Bank	European Investment Bank
EU	European Union
OPS	EIB Operations Directorate
ORM	Operations Resources Management Division
PIFA	Public & Infrastructure Finance Advisory Division
PJ	EIB Projects Directorate

## I. BACKGROUND INFORMATION

### 1.1. The European Investment Bank

98-100, Boulevard Konrad Adenauer

L-2950, Luxembourg

Grand Duchy of Luxembourg

The EIB is the financing institution of the European Union (EU). Created by the Treaty of Rome, its shareholders are the Member States of the EU, and its Board of Governors is composed of the finance ministers of these states. The EIB enjoys its own legal personality and financial autonomy within the EU system.

The mission of the EIB is to contribute, by financing sound investment, to the policy objectives of the EU, as laid down in its statutes and in decisions of the European Council.

The EIB contributes towards the integration, balanced development, and economic and social cohesion of the Member States of the EU. To this end, it raises on the market's substantial volumes of funds that it directs on the most favourable terms towards financing capital projects according with the objectives of the EU. Outside the EU, the EIB implements the financial components of agreements concluded under European development aid and cooperation policies.

More background information about the EIB can be found on the website [www.eib.org](http://www.eib.org)

## 1.2. EIB Advisory Services

The EIB offers a large range of advisory services that embrace all stages of the project cycle and beyond, to make investment projects happen inside and outside the European Union

Advisory activities constitute the third pillar of the Lending, Blending, Advising strategy pursued by the EIB Group. Through this advisory function, the EIB Group supports the European Commission, Member States and public authorities, private enterprises and financial intermediaries in pursuit of the overarching goals – to accelerate the green and digital transition and promote social and economic cohesion.

## 1.3. Mandate

### Invest EU Advisory Hub

The InvestEU Programme builds on the successful model of the Investment Plan for Europe, the Juncker Plan, that mobilised more than EUR 500 billion in the period 2015-2020 and included advisory support through the European Investment Advisory Hub (EIAH). The programme consists of three building blocks: the InvestEU Fund, the InvestEU Advisory Hub and the InvestEU Portal (see more information here: [InvestEU Advisory Hub](#)).

Building on the success of the EIAH, the InvestEU Advisory Hub acts as the single-entry point for project promoters and intermediaries seeking advisory support, capacity building, and technical assistance related to centrally managed EU investment funds. The InvestEU Advisory Hub complements the InvestEU Fund by supporting the identification, preparation and development of investment projects across the European Union. Together with the InvestEU Portal – the EU's online matchmaking tool – the aim is to strengthen Europe's investment and business environment.

Managed by the European Commission and financed by the EU budget, the InvestEU Advisory Hub connects project promoters and intermediaries with advisory partners to help projects reach the financing stage. The EIB is the main implementing partner of the European Commission of the InvestEU programme.

## 1.4. Background on the Project/Assignment

GRUPO ILUNION SL (the "Project Promoter"), headquartered in Madrid (Spain), is a social enterprise having as primary goal to maximize employment for people with disabilities, subject to the condition that the businesses run earn money. The Group has a unique business model to foster employment of people with disabilities while maintaining a balance between social values and profitability. ILUNION has a wide national presence in Spain with around 500 employment centres, currently employing 36,300 people of whom ca 70% have a form of disability. ILUNION is the largest employer of people with disabilities in Spain.

The Group's business activities are well diversified with the most important business divisions being:

- *Business and Facility Services* (ca. 56% of total FY17 sales); this division has almost 30 years of presence in Spain and provides amongst other services of security, industrial cleaning, maintenance, call centres, front and back-office services, data entry and document management, logistics.
- *Industrial Laundries* (ca. 18% of total FY17 sales); the textile processing business segment offers integral services of washing and renting textiles mainly to hotels, hospitals, socio-sanitary and other industrial sectors.

- *Hotels* (ca. 12% of total FY17 sales); ILUNION has almost 25 years of experience in the hotel sector together with its predecessor entities. Currently its hotel portfolio comprises 26 mid and up - scale hotels (mainly 3\* and 4\*) spread over Spain, both urban and leisure ones.

The Project Promoter aims to improve the environmental performance and sustainability of its industrial laundry facilities (second biggest business division).

## **II. OBJECTIVES AND PURPOSE**

The overall objective of this assignment (the “**Assignment**”) is for a consultant (hereafter, the “**Service Provider**”) to **design and develop an effective water efficiency and recycling strategy to operate Project Promoter’s laundry facilities**, aiming to save water and the costs associated with water supply and wastewater discharge services, and to improve the environmental performance and sustainability strategy.

In addition, the Assignment will look at all the **relevant efficiency aspects of the laundry core functions, while living up to the specific requirements laid down in the Energy Efficiency Directive and give special attention to water reuse options.**

## **III. ASSUMPTIONS AND RISKS**

### **• Assumptions underlying the project:**

- Close and constant communication and coordination between the Service Provider, the Promoter and the Bank.
- Project information available and accessible.

### **• Risks**

- Although no major risks are observed for the implementation of the Assignment, there could be some delays linked to the seasonality of the business (laundries) and the availability of their internal resources to help with the necessary data to develop the technical studies.
- Budget constraints.
- Delays in approvals from the Promoter of key deliverables.

## **IV. SPECIFIC SERVICES, TASKS TO BE PERFORMED AND TECHNICAL DELIVERABLES TO BE PRODUCED**

### **4.1. Tasks to be performed**

To achieve the objectives settled in Section II above, the Service Provider shall perform the following tasks:

#### **Task 1: Kick off meeting and associated minutes.**

- Summary of the scope of work.
- Identification/selection of eight (8) representative laundries of ILUNION’s business that could be used as a model to replicate. The selection will prioritize for laundries where all or

most water efficiency measures will be implemented and with biggest project investment cost and geographical dissemination across Spain.

- Confirmation of the working calendar and timetable of activities, as presented in the Offer.

## **Task 2: Data collection and GAP analysis.**

### *Task 2.1. Data collection of Promoter's selected laundries:*

- Types and amounts of textiles managed at the selected representative Promoter's laundries (Task 1).
- Water source and quality, water supply reliability.
- Environmental regulations (e.g., wastewater discharge requirements); ILUNION's compliance with environmental regulations.
- Current water/material flows/consumption patterns and energy flows (last 3 years and a 5-year forecast); maximum water and energy demand at full capacity.
- Current costs associated to water and energy consumption (during the last 3 years and a 5-year forecast).
- Current washing processes/equipment and technology.
- Current operations/maintenance protocols and staff levels.
- Current amount and quality of wastewater discharge.
- Customer requirements: service requirements set by the clients of the laundries.

### *Task 2.2. GAP analysis:*

- Identification of critical information gaps.
- Recommendations to enhance data collection.

## **Task 3. Review of market to explore technologies and process automation/monitoring. Recommendations of suitable options available.**

## **Task 4: Assessment of water reuse and identification of suitable options.**

### *Task 4.1. Assessment of the potential reuse of the water used in the washing process for the internal use of the laundry activity.*

This will include:

- Analysis of the potential reuse of the ILUNION's process water for its laundry operations; analysis of suitable options, including innovative technologies to improve efficiency.
- A cost-benefit analysis of the investment and operation of the facility. This analysis should also consider space requirements, as well as its availability.

### *Task 4.2. Assessment of potential reuse of the water used in the washing process for the external use.*

This will include:

- Possibilities of sale to water public operators in drought-stricken water stressed areas (e.g., water treatment for irrigation use street cleaning, public transport fleet cleaning, sewage network flushing, landscape irrigation, pond replenishing public street fencing, etc.).
- Wastewater treatment process required for a potential wastewater reuse.
- A cost-benefit analysis of the investment for water treatment and possible reuse by the Promoter or sale to a third party for external reuse.

**Task 5. Analysis of alternatives and a Preliminary technical proposal for water reuse, including O&M and Human Resources implications**

**4.2. Technical Deliverables to be produced.**

In relation to the above referred tasks, the Service Provider shall produce the following technical deliverables:

Related task	Name of the deliverable	Content	Due date of submission
N/A	Meetings agenda	Meetings agenda	Two (2) working days prior to the meeting
N/A	Minutes of meetings	Minutes	Five (5) working days after the meeting takes place
Task 1	Del 1 - Kick off meeting & minutes	Minutes of the Kick off meeting held with the EIB and the Promoter	One (1) week after the kick off meeting
Task 2	Del 2 - Data collection & GAP analysis of selected laundries	Data collection of the Promoter's laundries & GAP analysis.	Six (6) weeks after the kick off meeting
Task 3	Del 3 - Review of market & Recommendations	Market analysis of technologies and process automation/monitoring on water efficiency.	Sixteen (16) weeks after the kick off meeting
Task 4	Del 4 - Assessment of water reuse (internal & external use)	Task 3.1. and Task 3.2.	Twenty-two (22) weeks after the kick off meeting
Task 5	Del 5 - Preliminary technical proposal for water reuse	Analysis of alternatives a technical proposal for water reuse, incl. O&M and Human resources implications	Thirty-two (32) weeks after the kick off meeting

The EIB, together with the Promoter, will provide comments to the deliverables within 2 weeks after reception of a first version of the document. The Service Provider shall integrate them into the final version of the document within 1 week.

All deliverables shall be written in concise, clear and well-edited standard English and Spanish, except the Inception and Completion Reports that shall be written only in English.

All technical deliverables are expected to be submitted electronically in Word and PDF format.

If any Power Point Presentation is required to be submitted during the implementation of the assignment, PPT (editable) version and PDF is required.

See section 8 below for further information regarding the submission and approval process of the technical deliverables.

## **V. START DATE AND PERIOD OF IMPLEMENTATION, LOCATION, LOGISTICS.**

### **5.1. Start date & period of implementation**

The Contract shall enter into force on the day of acknowledgement of receipt of the Appointment letter by the Service Provider (the “Effective Date”).

The intended start date is December 2024 (the “Start Date”) and the services shall be provided for a period of 9 months from this date (the “Period of Implementation”). All tasks to be performed under the Contract will have to be completed within the Period of Implementation of the Assignment. All technical deliverables and administrative reports to be produced under the Contract will have to be submitted by the Service Provider and approved by the EIB within period of implementation of the Assignment.

The Services shall be provided from the “Start Date” until the earliest of:

- the written approval by the Bank of the Completion Report or of the final deliverable (if a Completion Report is not foreseen) as the latter is described in section 8.2. below or section 4.2 respectively, which shall not be unreasonably withheld by the Bank, or
- the expiry of 14 months from the Start Date (the “End Date”), save where the Service Contract is terminated in accordance with Appendix C of the Service Contract/Framework Agreement. The performance of the Services shall not commence before the Start Date.

**Note:** The Implementation Period (and not the End Date) may be prolonged due to delays attributable to the materialisation of risks associated with the assignment or the third parties. Prolongation shall not cover contract management deficiencies attributable to the service provider. Any prolongation of the implementation period shall be decided and initiated by the EIB and will be communicated in writing to the Service Provider. In the event of a prolongation the EIB in discussion with the Service Provider will also amend the time schedule for the submission of the outstanding deliverables.

Should the necessity to perform additional services which were not included in these Assignment Terms of Reference and which would have become necessary to the completion of the Assignment arise, the EIB reserves the right to amend the contract and to extend the scope of the services and/or the duration of the contract in accordance with the terms and conditions of the Framework Agreement and of these Assignment terms of reference.

### **5.2. Location**

The Services will be performed from the Service Provider’s own professional premises and previously agreed (EIB and project promoter, and the Service Provider) eight (8) onsite visits shall be carried out to the project areas. The maximum duration of the onsite visit shall be of two (2) working days.

Key and non-key experts mobilised under the Assignment shall be available throughout the duration of this contract for face-to-face meetings, phone conversations and videoconferences.

The kick-off meeting will be held at the Promoter's premises in Madrid (Spain) and will be expected to take place within 10 working days from the contract signature date.

### **5.3. Logistics (Office accommodation and administrative support facilities to be provided to the Service Provider's experts mobilised under the Assignment)**

#### *The Service Provider*

The Service Provider must ensure that experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial, translation and interpreting provision to enable experts to concentrate on their primary responsibilities.

#### *The EIB*

The EIB will provide the Service Provider, upon request, with all information relevant to the Assignment which is available to it and not covered by any confidentiality agreements and will fully cooperate with the Service Provider in order to achieve the best results.

No office, secretarial, communication or transport facilities are due to be provided by the EIB or by the Promoter.

#### *Promoter*

The Promoter undertakes to ensure that his employees co-operate with the EIB and the Service Provider in relation to the provision of the Assignment. The Promoter shall provide the Service Provider with such information and documents at their disposal which may be relevant and necessary to the provision of the Assignment.

The Service Provider may request the assistance of the Promoter in obtaining copies of local laws, regulations and information which may affect the Service Provider in the performance of its obligations under the Service Contract in the country where the services are to be provided.

## **VI. CONTRACT MANAGEMENT**

### **6.1. Responsible body and management structure.**

The European Investment Bank, through the Operations Resource Management Division (ORM) within the Operations Directorate (OPS), will act as Contracting Authority.

At the EIB, the Public & Infrastructure Finance Advisory Division (PIFA), will be responsible for the management, the technical and administrative follow up of the contract. During the course of the Assignment, the Service Provider will report to the EIB Assignment Responsible appointed by PIFA Division. The contact details of the EIB Assignment Responsible will be communicated to the Service Provider following the award of the Contract.

The Service Provider will be expected to appoint a Team Leader (KE1) responsible for the daily performance of the team of experts mobilised under the Assignment in its Technical Proposal (see section VII below).

The Framework Manager of the Service Provider's Framework Management Team shall nevertheless remain the sole interlocutor of the EIB for tendering, contractual and financial aspects of the Assignment and he/she will be required to react within two working days to any communication made by the EIB. In particular, should the necessity to amend any of the following elements of the Contract:

- Duration of the period of implementation;
- Scope of services (e.g. modification of specific tasks, replacement of specific tasks with others etc);
- Amount payable to the Service Provider or budget redistribution (ventilation);
- Terms of Payment (payments schedule);
- Composition of the team of expert (i.e. replacement of key experts or mobilisation of non-key-experts);

arise, the Framework Manager of the Service Provider's Framework Management Team would be the interlocutor of the EIB's Assignment Responsible and ORM.

The Technical Director of the Service Provider's Framework Management Team will be expected to provide high-level guidance to the experts assigned to the Contract. He/she will sign off all outputs required under the Contract and will maintain the final responsibility for the quality control of the work carried out at the level of the Assignment, independent on whether he/she has carried out the quality checks himself/herself or this was done by any other staff of the consortium (if applicable).

## **VII. RESOURCE REQUIREMENTS**

The Service Provider shall provide the adequate staff (in terms of expertise and time allocation) in order to complete efficiently all the activities required under the scope of the assignment and to finally achieve the specific and the overall objectives of his contract in terms of time, costs and quality.

All experts must be independent and free from conflicts of interest<sup>1</sup> in the responsibilities they take on.

### **7.1..Key experts**

Key experts have a crucial role in implementing the contract. These Assignment Terms of Reference contain the required key experts' profiles. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the key experts mentioned below in their Technical Proposal.

The Key Expert I shall act also as Team Leader and he/she will act as primary focal point to the EIB.

#### **Key Expert I: Industrial Wastewater expert and Team Leader (Category I)**

Qualifications	<ul style="list-style-type: none"><li>• At least a Bachelor's Degree in Civil / Industrial engineering or in a different field relevant to the Assignment (ex: chemistry)</li></ul>
General professional experience	<ul style="list-style-type: none"><li>• At least 15 years' experience in the water sector.</li></ul>

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<sup>1</sup> For instance, an expert cannot exercise impartially and objectively the tasks assigned to him/her under the Assignment for reasons involving family, emotional life, political or national affinity, economic interest.



Specific professional experience	<ul style="list-style-type: none"> <li>• At least 10 years of advisory or delivery experience on industrial wastewater treatment and/or design of industrial water process (<i>Minimum requirement</i>).</li> <li>• Specific knowledge and experience of at least 5 studies (out of which 3 implemented) concerning the reuse of process water of an industry (<i>Minimum requirement</i>).</li> <li>• Experience in the laundry industry, as demonstrated by the expert's involvement in at least 1 project (Advantage).</li> <li>• Experience of laundry sector within the past 5 years (Advantage).</li> </ul>
Language and other Skills	<ul style="list-style-type: none"> <li>• Working command of Spanish language (CEFR C1)</li> </ul>

## 7.2. Non-key experts

Specify if the Key Expert is expected to be supported by non-key experts holding expertise and experience complementary to that of the Key Expert identified above.

If yes, elaborate information on suggested non key-experts. Non-key experts can be of Category I, II or III.

CVs for non-key experts should not be submitted in the Proposal but the tenderer will have to demonstrate in their technical proposal that they have access to experts with the required professional profiles.

The mobilisation of all non-key experts under the Assignment is subject to prior approval by the EIB. Before mobilising any non-key expert, the Service Provider will have to submit a formal request to the EIB Assignment Responsible by e mail. The request will have to include, not only the CV of the proposed non-key expert, but also information on his/her role under the assignment and clarity on the task(s) the expert will be assigned to. The request will also specify whether the expert proposed belongs to the category of expert I, II or III. In no case shall a non-key expert be mobilised without a prior approval by the EIB Assignment Responsible.

## Other aspects

In case of doubt on the professional profile received, the EIB may require evidence of the above skills.

If, during the implementation of the Contract, the EIB judges the expert(s) unable to meet the level of quality required for preparing the written outputs such as reports, the Service Provider will provide, at no additional cost to the EIB, immediate additional support for these outputs to meet the appropriate standards. Should the EIB require the replacement of an expert for important reasons (i.e. for consistently failing to meet the requirements of the AToR), the Service Provider will take the necessary steps to propose a replacement solution to the EIB at the shortest term possible.

## **VIII. TECHNICAL DELIVERABLES & ADMINISTRATIVE REPORTS**

### **8.1. Technical Deliverables**

See section 2.2 above.

### **8.2. Administrative Reports**

In addition to the technical deliverables identified above the Service Provider shall provide the following administrative reports:

<b>Name of report</b>	<b>Content</b>	<b>Due date of submission</b>
<b>Progress reporting</b>	As described below	Every two (2) weeks during implementation
<b>Completion Report</b>	As described below	No later than two weeks after the approval of the last deliverable.

- 1) **Progress reporting:** Bi-weekly communication status short (strictly one-page or less) report. Only English version is required.
- 2) **Ad hoc meetings** (minutes will be required in English and Spanish)
- 3) **Completion Report** to be produced no later than two weeks after the approval of the last deliverable

It shall contain the following:

- a summary of the services performed during the Assignment with reference to the tasks/deliverables set out in the Assignment Terms of Reference
- a synthesis of all analysed projects presenting the main issues solved and the remaining aspects to be tackled
- lessons learned as regards the activities performed and recommendations for the MA and beneficiaries
- if any, a statement summarising the various difficulties encountered and an evaluation of the impact of the above-mentioned difficulties in terms of the project itself, total cost for the Assignment and deadlines

The Completion Report shall also include as annex:

- A copy of all deliverables/reports/documents/material produced during the Assignment

The Completion Report shall include an executive summary of no more than three pages and shall be drafted as a main report and supporting annexes, making it easily readable and using concise and clear language. Only English version is required.

### **8.3. Submission & approval of technical deliverables and administrative reports**

The draft technical deliverables and administrative reports required in the Assignment ToR will be made available in electronic format. They will have to be provided in Microsoft Word compatible format, in a single file or with a series of files following a structure that makes it easy to print and generate hard copies, with all support files also attached). All produced spreadsheets have to be

provided in Microsoft Excel compatible format, including all underlying formulas. Such formulas shall be unprotected and available to the EIB.

The EIB will have 15 working days to examine each report. Should the EIB request amendments, the Service Provider will be requested to re-submit the report within 5 working days following the request, completed and adequately amended.

#### **8.4. Visibility requirements and other requirements linked to the Mandate**

The Service Provider shall endeavour to publicise any work undertaken and to highlight the participation of the European Union in the programme.

The Service provider shall indicate in all works that the Assignment is funded from European Union through the InvestEU Advisory Hub.

To ensure the visibility of the mandate, the InvestEU Advisory Hub logo, the EC logo as well as the EIB logo should appear on the cover page of reports, presentations and other documents produced under the Assignment. THE INVESTEU ADVISORY HUB, EIB and THE EC LOGO MAY NOT BE USED FOR ANY OTHER PURPOSE.

The following disclaimer should also be included: "The authors take full responsibility for the contents of this report. The opinions expressed do not necessarily reflect the views of the European Investment Bank, the European Commission or of other European Union institutions and bodies".

The European Investment Bank and the European Commission have the right to use all data, reports and documents produced by Service Provider under the technical assistance operation, free of charge.

By signing this contract, the Service Provider agrees that the EIB can publish its information (name, address, nature, purpose and value of the contract) in its website in line with the Article 12.2 of Advisory Agreement.

### **IX. TYPE OF CONTRACT, BUDGET, REMUNERATION AND INVOICING**

#### **9.1. Type of Contract**

Fixed price.

#### **9.2. Budget**

The maximum budget for the present assignment is 100,000 EUR.

#### **9.3. Remuneration**

For the performance of the Services, the Service Provider shall be remunerated on the basis of a fixed price inclusive of expenses and exclusive of VAT (the Price).

#### **9.4. Invoicing**

The Service Provider shall issue invoices as follows:

- 1) A First invoice for 50% of the Price **upon completion and approval by the Bank of the following deliverables:**
  - Deliverable 1 (Task 1)
  - Deliverable 2 (Task 2)

- Deliverable 3 (Task 3)
- 2) A Final invoice for 50% of the Price upon completion and **approval by the EIB of the following deliverables and administrative report:**
- Deliverable 4 (Task 4)
  - Deliverable 5 (Task 5) and
  - Completion Report.