



Co-financed by the European Regional Development Fund

Inspire Policy Making with Territorial Evidence

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ESPON EGTC

Call for tender

TERMS OF REFERENCE

**“ENSURE – European Sustainable Urbanisation
through port city REgeneration”**

**Technical and Administrative
Terms and Conditions**

Implementation Framework:

The Single Operation within the ESPON 2020 Cooperation Programme implemented by the ESPON EGTC

The ESPON 2020 Monitoring Committee approved the Single Operation on 20 November 2015

The Single Operation is co-financed by the European Regional Development Fund via the ESPON 2020 Cooperation Programme

This document details both the technical and administrative terms and conditions including its annexes and constitutes the dossier of this call for tenders. Its original is kept in the contracting authority's records and is the only version that is deemed authentic.

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1. WHAT IS TO BE DONE? (DEFINITION OF THE CONTRACT)

The service contract resulting from this call for tenders called “ENSURE – European Sustainable Urbanisation through port city REgeneration” concerns an action which shall contribute to the extended use of territorial evidence adding a European perspective to policy development at national, regional and local level in the framework of the ESPON 2020 Programme, under Specific Objective 2.

The service shall address the unique development challenges facing the stakeholder city authorities due to the changing nature of the port/city relationship. It will inform policy makers on the potential regional impact of port city regeneration as drivers of European sustainable urbanisation, growth and resilience.

The main outcome should be a unified repository, to provide municipalities with a better understanding of the frameworks, methods, tools and instruments which can enable, inspire and facilitate the implementation of sustainable port city regeneration. The repository will help to inform policymaking in support of small-medium port city regeneration. It will enable planning practitioners to make the vital connection between theory and implementation and to embed this in future development plans, strategies and discourse and practice.

1.1 Context of this call for tender

Port cities have historically been an essential element of European society and economy. Despite overall growth in maritime transport, many European port cities are experiencing the relocation of port-related activities from central areas to other locations. The loss of this economic activity is leaving deteriorating inner city areas. Today brownfield waterfront sites are strategically valuable but their development can be hugely constrained by costs of decontamination treatment, plot fragmentation and complex landownership.

The challenge of port city regeneration has been a topic of debate in several Committee of the Region workshops in recent years and the subject of at least two policy briefings to the European Parliament in November 2016 and May 2017. Globalisation offers an opportunity for port cities to use these old industrial waterfront locations to revive their economy, to strengthen their magnetic pull, to become hubs of innovation and to act as leading examples of sustainable urban planning, ensuring their long-term competitiveness as economic drivers within the EU (European Parliament, May 2017). With the ability to tackle some of the constraints, port cities are ideally positioned to act as beacons of sustainable¹ urbanisation, meeting the global development challenges associated with increasing urbanisation (70% global population will be urban by 2050).

Smaller cities with a thriving economy and high quality of life are often the location of choice for millennials across Europe. The sustainable regeneration of port cities can drive EU growth in the modern economy while leading the way in urban liveability.

The ENSURE targeted analysis will learn from port cities which have had success in the regeneration of their former port areas and will help to better define the contribution which regenerated smaller port cities can make to the collective socio-economic health of the EU. This

¹ Sustainable development in the context of the ENSURE targeted analysis is to be understood along the lines of the UN's 17 Sustainable Development Goals (SDGs) (<https://www.un.org/sustainabledevelopment/sustainable-development-goals/>)

activity will result in a unified repository of the critical enabling elements of transformation and development within smaller European port cities focused on funding, knowledge, regulation, citizen engagement, governance and other catalysts. It will build the evidence base for policy making to support the redevelopment of port city areas across Europe. There is no one size fits all but with a unified repository, cities can more easily determine their own solution. There may also be opportunities to develop critical mass between smaller cities through collaboration in certain areas.

The ENSURE targeted analysis shall focus on four small-medium cities that are reflective of Europe’s territorial diversity but share the same challenges and opportunities of implementing a vision to their port city regeneration. The city authorities of Cork, Aalborg, Catania and Brest face major challenges in securing regeneration and re-integrating old port areas back into the city DNA. Challenges include preparing planning strategies; staff resource and capacity building (Cork) of staff to deliver change; land ownership (Cork); unlocking necessary investment (Cork, Aalborg); coordination of multiple stakeholders (all); place making (all); re-using built heritage assets (Brest); and creating effective governance models (Brest, Aalborg).

Results from existing ESPON evidence should be taken into consideration in the implementation of this targeted analysis. The most relevant evidence to be considered are the ESPON policy brief: Second Tier Cities Matter as well as results from ECR2 (Economic Crisis: Resilience of Regions), GROSSEE (Growth Poles in South East Europe), SIESTA (Spatial Indicators for a Europe 2020 Strategy Territorial Analysis), SGPTD (Secondary Growth Poles and Territorial Development in Europe; Performance, Policies and Prospects), ESaTDOR (European Seas and Territorial Development, Opportunities and Risks), TRACC (Transport ACCessibility at regional/local scale and patterns in Europe), FOCI (Future Orientation for Cities).

1.2 Objectives

The objective of this activity is (1) to provide insights to policy makers on the potential regional impact of port city regeneration as drivers of European sustainable urbanisation, growth and resilience; and (2) to provide municipalities with a better understanding of the frameworks, methods, tools and instruments which can enable, inspire and facilitate the implementation of sustainable port city regeneration.

More concretely, the objective of this activity is to satisfy the stakeholders’ knowledge need as defined below:

- How are port cities impacted by the relocation of port services, economically, socially and environmentally? How does smaller port city brownfield regeneration affect the economic performance as well as the identity of the city and its wider region? What are the main challenges to be considered in smaller port city regeneration?
- How can policy support smaller port city regeneration? How can governance support in overcoming the challenges in smaller port city regeneration? How can regulation help? What risks must be considered?
- How can city visions for regenerating city dockland districts be implemented? What solutions exist in other cities to inspire/implement regeneration, including soft drivers of development? What are the financing/funding models available to support regeneration?
- What type of catalyst developments are employed to transform and provide a focus for citizens and economic activity? What are the latter’s social, economic and environmental benefits in the public interest? How should/can citizens be effectively engaged in the

regeneration process? What is the role of public finance in this and how is value for money achieved? Are there other important synergies which should be considered?

More and more local authorities are expected not only to create development plans but to play an active part in their implementation, promoting sustainable and integrated territorial development. The results of the ENSURE targeted analysis will provide valuable information to planners creating sound and effective territorial development strategies, based on the principles of sustainable development and cognisant of the factors impacting on the implementation potential of these strategies.

The analysis will help to inform smaller port cities of the ways in which they can actively and effectively support the development process (through policy, regulation, governance, citizen engagement, financing models etc), leveraging private investment and adding value to it in order to realise an integrated and sustainable vision for city docks regeneration projects.

The main outcome of the service should be:

- Evidence on the economic, social and environmental impact of port city regeneration as well as the changed identity over the past 10 years in small/medium port cities in Europe.
- Knowledge about the main challenges and risks in small/medium port city regeneration.
- Case studies for the group of stakeholders, resulting in concrete tailor-made proposals for delivering sustainable port city regeneration in each stakeholder city, addressing the relevant existing challenges.
- A framework of good practice for the planning and implementation of sustainable port city regeneration, addressing municipal capacities needed, possible funding models, governance arrangements including involvement of civic society and public-private cooperation, reuse of built heritage, temporary/frontier uses to support the changed perception of the redeveloped areas.
- Recommendations for policy support (regional, national, EU policy) to port regeneration in smaller/medium-sized port cities.

1.3 Description of tasks

The following tasks shall be carried out within the framework of this service contract:

Task 1: Identification of the economic, social and environmental impact of port city regeneration in small/medium European port cities and their wider regions

Firstly, develop a conceptual and methodological framework that will be used to carry out the tasks 1-3. Then perform a desktop analysis of small/medium port cities across Europe to identify the economic, social and environmental impact of port regeneration in these cities and their wider regions over the past 10 years. The analysis should look, among others, at the impact of small/medium port city regeneration on the identity of the concerned cities to understand what the change from a formerly predominant function to new functions means, both for the city and its inhabitants and for externals. Furthermore, this analysis should include an identification of the main challenges and risks that small/medium port cities were confronted with in regenerating their derelict port areas, and measures taken by the analysed cities to overcome them.

Task 2: Analysis of the concrete port regenerations in the four stakeholder territories

Carry out in-depth analysis of the concrete port regenerations, both completed and ongoing, in the four stakeholder cities, addressing the particular development challenges and opportunities (as mentioned in 1.1 above).

This case study type of work should be quantitative and qualitative and include short summaries of the development of each port city and its harbour area; a preliminary stage of institutional mapping to understand the governance settings, followed by in-depth reviews of existing studies on each port city; interviews with planning officials in each stakeholder city and other stakeholders (to be agreed upon with the steering committee – see below) to determine the challenges faced by these cities and to help inform the analysis from the outset. In relation to the latter, the following elements should be addressed:

- the “road” from vision to realisation, including milestones in the process;
- strategies used to navigate governance tensions and challenges in each case;
- analysis of planning practices and policy styles; different planning modes and tools;
- integration of new groups of population (moving into regenerated Docklands/harbour areas) in the rest of the city;
- ways of managing and balancing the identity change from harbour city to something new with the preservation of the port heritage and the related urban history (incl. frontier uses to support the change of perception of the former harbour areas that have traditionally been industrial and hence not been in most people’s mental maps of the city);
- ways of overcoming the historical barriers separating the port from the city and extending the latter into the regenerated port areas, e.g. by means of pilot projects;
- the social, economic and environmental benefits and Value for Money (VFM) for public households of the afore mentioned pilot projects;
- and potential to transfer knowledge and policy learning.

Data available in these cities (plans, strategies, progress reports, Eurostat etc.) will be mined to collect indicators relevant to the key elements mentioned above.

After a thorough analysis of the individual four stakeholder cities, the task should conclude with a synoptic part that looks at commonalities in the four cases and the possibility of learning general lessons, which could be transferred to similar cases across Europe.

Task 3: Development of a framework of good practice for implementing sustainable port city regeneration in small/medium European cities

Based on the results of tasks 1 and 2, develop a framework of good practice for implementing sustainable port city regeneration in small/medium European cities, addressing municipal capacities needed, possible funding models, governance arrangements including involvement of civic society and public-private cooperation, reuse of built heritage. This framework should have the character of a comprehensive repository that can help inform policymaking in support of small-medium port city regeneration. It should also include recommendations for policy support (regional, national, EU policy) to port regeneration in smaller/medium-sized port cities

The fulfilment of these tasks shall be carried through in line with the specific context and objectives described in section 1.1 and 1.2.

1.4 Expected outputs and deliveries

The following outputs and deliveries shall be provided covering the tasks of the requested service as specified above in section 1.3:

1.4.1 Mandatory meetings foreseen for the contract implementation:

The kick-off meeting will consist of a general dialogue regarding the objectives and tasks of the study. The service provider will receive guidelines on how to design the maps in line with the main elements of the ESPON layout, as well as all relevant information concerning the proper application of the ESPON Corporate Identity. This meeting will be organised by the ESPON EGTC and take place at the EGTC's premises in Luxembourg or in one of the stakeholder territories.

The kick-off meeting will also be the first occasion for the steering committee, which will be supervising the implementation of the activity, to convene. The steering committee will consist of representatives of all stakeholder institutions, the responsible project expert from the ESPON EGTC and at least one representative of the service provider. The steering committee will review all deliveries of the service provider and give guidance in carrying out the analytical activity.

In addition, the service provider should assure participation in three outreach activities / ESPON events, to be selected and agreed with the ESPON EGTC. This includes ESPON seminars which typically take place in the country holding the presidency of the council of the EU. During the implementation period of this service the member states holding the presidency are Austria, Romania and Finland. One of the events will be a meeting of partners of ongoing ESPON projects.

The Indicative Time Table (1.5) outlines the other meetings previewed during the service implementation. These meetings will be organised by the ESPON EGTC and will normally take place at the EGTC's premises in Luxembourg, via teleconference or in one of the stakeholder territories, if the steering committee decides so. The service provider shall ensure participation (at least with one team representative) in all the meetings.

Costs related to these meetings need to be included in the financial offer for this service. No other expenses will be paid by the contracting authority to the service provider.

Travel costs in relation to dissemination events organised by the stakeholders and for which participation of a representative of the service provider would be requested from the stakeholders will be covered by the latter.

1.4.2 Deliveries

Delivery 1: The first delivery (max. 10 pages) should include:

- Feedback on the comments received on the tender during the kick-off meeting.
- Brief description of the state-of-affairs of project implementation, the analytical work and steps planned to be taken to ensure delivering the interim outputs requested (see below).

Delivery 2: The second delivery should include:

- Interim report (max. 30 pages) including:

- First results on the economic impact of port city regeneration and changed identity of small/medium port cities in Europe.
- Draft identification of (a) the main challenges and risks that small/medium port cities are confronted with in regenerating their derelict port areas, and (b) measures taken to overcome them.
- First results the in-depth analysis of port regenerations in the four stakeholder cities.
- Initial overview on commonalities in the four cases and the possibility of learning general lessons that could be transferred to similar cases across Europe.
- First overview on elements to be included in the framework of good practice for implementing sustainable port city regeneration in small/medium European cities.
- Source files for the maps and figures included in the delivery (incl. vector format)

Delivery 3: The third delivery should include:

- Draft main report (max. 50 pages) including:
 - Executive summary (max. 3 pages) focusing on conclusions and policy recommendations based on the stakeholders’ knowledge needs.
 - Summary of the evidence on the economic impact of port city regeneration and changed identity of small/medium port cities in Europe.
 - Summary of the main challenges and risks in small/medium port city regeneration and measures to overcome them.
 - Summary of in-depth case study work.
 - Synopsis of commonalities among the four case studies and transferable lessons for similar cases across Europe.
 - Draft framework of good practice for implementing sustainable port city regeneration in small/medium European cities.
 - Proposals for further research in the subject area of the activity.
- Draft synthesis report (max. 8 pages) including:
 - Main results of the targeted analysis and policy recommendations.
 - Content to be discussed and agreed with the ESPON EGTC.
- Draft scientific annexes including:
 - Everything that has to be known to make the study repeatable and verifiable.
 - Four case study reports.
- Website content (max. 12 pages) showcasing the key results and insights of the main report, based on guidelines and templates to be provided by the ESPON EGTC
- A PowerPoint presentation (max. 30 slides), summarising the main report and including the key maps, figures and results of the research
- Maps (2-5) (as appropriate) and accompanying text following the structure of the ESPON Online MapFinder, selection based on consultations with ESPON EGTC
- Source files for the maps and figures included in the delivery (incl. vector format)
- Draft overview table of maps, figures and data, based on a template to be provided by the ESPON EGTC

Delivery 4: A final delivery should include:

- Final versions of all elements included in Delivery 3 (see above).
- An infographic of key evidence and recommendations arising from the research intended to present the outputs quickly and clearly
- Data gathered according to the ESPON metadata template and proof of the integration of data into the ESPON database
- Geodatabase(s) for all the maps included in the delivery

All deliveries should be delivered in electronic format (pdf and doc) and should have gone through a thorough language check, preferably by an English native speaker.

1.5 Indicative time schedule

The service provider is envisaged to deliver according to the following timetable:

Delivery	Delivery description	Indicative deadline ²
	Kick-off meeting	As soon as possible and up to 4 weeks after the award of the contract.
D1	Inception delivery	T + 1 month
	Teleconference	T + 2 months
D2	Interim delivery	T + 4 months
	Meeting or teleconference	T + 5 months
D3	Draft final delivery	T + 9 months
	Meeting or teleconference	T + 10 months
D4	Final delivery	T + 12 months

The contracted service provider will receive written feedback from the ESPON EGTC, including the compiled stakeholders’ feedback, on each of the aforementioned deliveries within four weeks after receiving the deliveries, including advice on the further direction of the work. Requested amendments shall be carried out by the contractor based on the remarks made by the ESPON EGTC and the stakeholders on the deliveries. In addition, regular contacts by phone and/or via emails are envisaged between the service provider and the EGTC in order to progress and monitor the implementation of the service contract.

² The letter "T" in this table stands for the date of the kick-off meeting.

1.6 Implementation and governance of activity

Partnership and cooperation are key principles during the implementation of targeted analyses and are prerequisites for ensuring useful results and meeting stakeholders’ original demand. This applies to both, the partnership between the ESPON EGTC and stakeholders, as well as between the service provider’s team members and the stakeholder representatives. In order to allow for a framework that facilitates cooperation, a steering committee is set up for the lifetime of the targeted analysis. The main purpose of the steering committees is to follow and advise the implementation of the targeted analysis, making sure that each activity achieves the predefined objectives.

The steering committee is made up of representatives from the lead stakeholder, the partner stakeholders and the ESPON EGTC. Other stakeholders and/or umbrella organisations can take part in the steering committee as observers if the stakeholders behind the project wish so. The ESPON EGTC is represented by the project expert in charge of the targeted analysis.

Cork City Council, Ireland, is the lead stakeholder in this targeted analysis. The other partners in the stakeholder consortium are:

- City of Aalborg, Department of Urban and Spatial Planning, Denmark;
- Brest Métropole, Strategy Division, France;
- Municipality of Catania, Italy.

It is planned to involve the European Council of Spatial Planners (ECTP-CEU) and the Academy of Urbanism (UK) as observers in the ENSURE steering committee. The Brest-Bretagne Urban Planning Agency (ADEUPa) will also act as observer, specifically supporting Brest Métropole.

Throughout the lifetime of the activity, stakeholders plan to seek directional advice and disseminate information on ENSURE through their membership of EU networks like ICLEI, CAAC, Covenant of Mayors, POLIS, Reference Framework for Sustainable Cities).

The objective of the steering committee is:

- To ensure the involvement and active participation of stakeholders in the implementation and steering of the project;
- To safeguard the policy relevance of the targeted analysis’ outputs for the stakeholders;
- To facilitate the information and data flow between the service provider’s team, of which at least one representative should always be present at steering committee meetings, the group of stakeholders and the ESPON EGTC.

The role of the steering committee is:

- To discuss and give feedback to deliveries from the service provider and provide guidance to the latter for the next steps of service implementation;
- To discuss and agree upon dissemination activities, particularly after the finalisation of the analytical work by the service provider.

Steering committee meetings are organised by the ESPON EGTC 3-4 times during the lifetime of a targeted analysis. They are normally organised as part of the commenting process of deliveries and can take the form of either physical meetings or teleconferences. The motivation for initiating a meeting can differ in specific circumstances. At the latest three weeks before the meeting, the EGTC sends out an invitation to all participants including a draft agenda with the date, time and

place of the meeting. The EGTC chairs the meeting together with the lead stakeholder, and takes minutes focusing on conclusions. The draft minutes will be sent to all participants in the meeting within five working days after the meeting. Comments to the draft minutes can be made within five working days. The minutes cannot replace stakeholders’ feedback to a service provider’s delivery.

The EGTC project expert communicates solely with the lead stakeholder. The latter is responsible for sharing relevant information of that communication with all partner stakeholders. Stakeholders and service providers should at all times include the EGTC’s project expert in the information flow whenever there is communication between the former two parties.

Whenever the service provider submits a delivery to the ESPON EGTC, the EGTC project expert passes it on to the lead stakeholder, asking for written comments from the stakeholder consortium. The lead stakeholder ensures the compilation of all stakeholder comments in one document. This might also imply that potentially conflicting comments delivered by different stakeholders will have to be dealt with so that one common position is presented in the compilation of stakeholder comments. The lead stakeholder sends the compiled stakeholder comments to the EGTC project expert within 10-15 working days upon reception of the delivery in question. The EGTC project expert integrates the stakeholder comments in the written feedback that is provided to the service provider on each delivery.

The successful accomplishment of the main goals of this targeted analysis will be achieved to a large extent by proactive participation of the stakeholders at every stage of the implementation. Stakeholder involvement started off with the definition and development of the specific theme for this targeted analysis. Authorities of all stakeholder institutions are determined to support the work on the targeted analysis, providing necessary documents and data they possess. As some of the crucial documents to be considered for this project are only available in the national languages, potential service providers tendering for this activity should dispose of the necessary language skills. The stakeholders’ authorities will secure a friendly environment for the service provider’s work and make sure that proper procedures are in place to facilitate data collection and necessary involvement of departments responsible for issues covered by the activity. The stakeholder authorities will make the targeted analysis and its main goals well known to the stakeholder authorities’ employees to motivate them to cooperate with the service provider.

Cork City Council (CCC) will use its experience as a partner in two Horizon 2020 projects and five Interreg projects to ensure the successful implementation of the targeted analysis. Each stakeholder will create a dedicated project team consisting of internal staff and/or external stakeholders with an interest and responsibility for each of the key study elements (i.e. regulation, policy, governance models, financing mechanisms, citizen engagement and other actions). Sub teams will be created as necessary. Each stakeholder team will meet a minimum of once per month to track progress and define tasks to ensure the efficient interaction and provision of data and information between cities and service provider.

At least one contact person from each team will be appointed to attend the kick-off and 1st steering committee meeting, which shall take place in Aalborg, as well as other steering committee meetings. Stakeholders have committed to engaging in a study visit of the city docks in Aalborg and a RFSC (Reference Framework for Sustainable Cities) training session at the occasion of the ENSURE kick-off in Aalborg.

Each stakeholder city will actively communicate the progress and results of ENSURE to local, regional and national stakeholders using existing opportunities such as meetings, seminars, workshops. They will also actively communicate the targeted analysis via their websites and social media. Each stakeholder will issue a press release at the beginning of ENSURE to

announce their involvement and at the end to communicate results. In addition, each stakeholder will use their memberships of EU networks to communicate the targeted analysis.

The ESPON EGTC will bear the contractual responsibility for the ENSURE targeted analysis.

To ensure coordination and communication across the partners from the start, the ESPON EGTC will convey a kick-off meeting with the service provider that should coincide with the first steering committee meeting. At this occasion, the participants in the steering committee will agree upon a schedule and the locations for further meetings throughout the lifetime of the activity.

1.7 Stakeholders’ envisaged use of the targeted analysis

The outcome of this targeted analysis will provide stakeholder cities with a better understanding of the frameworks, methods, tools and instruments which can enable, inspire and facilitate the implementation of sustainable port city regeneration. The results will shape discussions between multiple port/city stakeholders regarding the future development of the city docks areas within stakeholder cities. As such, the ENSURE will inform the review of stakeholder city development plans.

Stakeholders will make use of the expected outcome in the following ways:

- In Cork the review of the City and Tivoli Docks plans has started. The ENSURE results will inform the development of the new plans and mechanisms to enable their implementation.
- In Aalborg results will inform the review of the ‘Physical Vision 2025’, an overall strategic plan, and the ongoing elaboration of the existing strategies of urban development.
- Brest will use the results for reviewing the ‘Schéma de reference portuaire 2040’ strategy.
- Catania will use the ENSURE results to inform the new port regulatory plan, currently being drawn up for the waterfront planning, with special reference to the contact with the downtown historic center and the reuse/recovery of the railway infrastructures to be divested.

The targeted analysis will also inform the strategic corporate development and direction of the stakeholder organisations. It will be particularly helpful in informing how stakeholders engage with European institutions and various funding programmes and financial instruments going forward. ENSURE will be vital to stakeholders who wish to develop an investment strategy for their city docks area, the implementation arm of their development strategies. It will also provide cities across Europe with valuable data to ensure that place based development strategies relating to port city areas are well informed, founded on hard evidence with a realistic implementation plan.

Furthermore, the targeted analysis will feed into European policy discussion through stakeholder political representatives active in the Committee of the Regions. It will inform and mobilise discussions with national and EU policy makers in order to ensure more effective policy making at EU, national and local level with regard to the port/city challenge in particular for small/medium cities.

1.8 Competences and skills required

The service provider should have the following specialised expertise, experiences and competences as part of the service provision:

- Proven experience from European projects and studies of territorial development issues, including experience from policy-relevant and comparative analyses with a European coverage and/or transnational multi-disciplinary research activities. The track record should cover the past 3 years.
- Good knowledge in European territorial policy development and publicly available European territorial evidence as a basis for policy making at EU and/or other administrative levels related to territorial development and cohesion.
- Affinity with translating scientific knowledge and results into concrete messages suitable for policymakers at European, national and regional levels, including broad policy directions and specific policy measures based on evidence.
- Specialised technical expertise and knowledge related to data collection, GIS, mapping European territorial trends and visualising results in appealing and innovative manners.

At least 3 of the proposed team of experts shall have at least three years of experience and academic background in the field of European territorial development issues in relation to the topic of this service contract, and experience in territorial analysis at international level. The service provider must have proven multidisciplinary skills and European/transnational knowledge, expertise and experience relevant to the subject of the contract and required for the successful implementation of the service. The service provider has the possibility to sub-contract partners. Team members shall demonstrate a very good linguistic ability to communicate and draft texts of high quality standard in English. The competence and experience of the service provider within the fields outlined above shall be clearly demonstrated and documented, as requested in sections 3 and 4 of these terms of reference.

2 WHAT CAN BE PAID? (CONDITIONS AND BUDGET)

2.1 Duration of contract

The contract is expected to be signed in the second half of 2018 and run for 12 months. The contract remains valid until completion and approval of necessary duties and the release of the final payment.

2.2 Budget available

The maximum available budget for this contract is **EUR 250,000.00 (two hundred and fifty thousand Euros)**, EXCLUSIVE of VAT but inclusive of all other taxes, disbursements, travel, accommodation and delivery costs.

2.3 Main terms for invoicing and payments

Payments will be executed only if the selected service provider has fulfilled all its contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the service provider.

The payments to the service provider will be made as follow:

- Three interim payments for service provisions related to delivery 1, delivery 2 and delivery 3 shall be admissible. These interim payments shall amount to respectively a maximum of 10%, 25% and 35% of the total contracted value, excluding VAT.

Interim payments will be processed upon submission of related invoices and after formal approval of the relevant deliveries by the contracting authority.

- One final payment of the balance of the contract value will be processed once all requested deliveries have been approved by the contracting authority, accompanied by the relevant invoice.

The payment will be made by bank transfer within 30 days after the approval of the deliveries and following presentation of the invoice.

2.4 Complementary contract

The contracting authority reserves the right to conclude a complementary contract with the successful contractor in line with article 43 of the of the Luxembourg Law on Public Procurement of 8th of April 2018.

3 HOW TO APPLY? (PARTICIPATION IN THE TENDERING PROCEDURE)

3.1 Who can submit a tender? (Individual contractor, joint tender and/or subcontracting)

The tender shall be submitted either by one contractor only, by a group acting jointly or by a natural person acting on his/her own behalf.

Each tender shall include the duly completed European Single Procurement Document(s) (ESPD) (see Annex A).

Common **mistakes** in **filling in the ESPD**, as observed in previous calls, are as follows:

- To leave in blank the insured amount of professional risk indemnity (section IV.5) without specifying the amount or at least indicating “not applicable” together with the justification (i.e. excepted public entity, a certain legal provision, etc.)
- Not to indicate the proportion the economic operator intends to subcontract (section IV.10), even if the economic operator declared his intention to subcontract in a previous section of the ESPD (Section II.D)
- To indicate the same number for average annual manpower as for annual managerial staff, which is inconsistent (section IV.C.8)
- Not to specify the technical facilities and measures ensuring the quality of services (section IV.C.8)
- Not to sign or date the concluding statement (Part VI)
- To include the wrong procurement title

In order to speed up the procedure, filling in the ESPD correctly is of utmost importance.

3.1.1 Joint tender

Joint tenders will be treated in the same way as any other type of tender, each will be assessed for their own merits in relation to the criteria and the evaluation procedure set out in these terms of reference.

1) Liability

In case of a joint tender, the designated duly authorized representative of the consortium or the representative of the legal entity will be the sole contractor and will hold the sole liability towards the contracting authority for the implementation of the contract.

2) Form of the joint tender

If a joint tender is proposed by the tenderer with one or several partners and the organisation has already set up a consortium or a legal entity, this fact should be mentioned in the field “*is the economic operator participating in the procurement procedure together with others?*” (included in **Part II**, “information concerning the economic operator”, **section A** of the ESPD (Annex A), together with any other relevant information in this context.

If this step has not yet been taken, the tenderer should be aware that if the contract is awarded, the contracting authority will require giving a legal status to the collaboration before the contract is signed.

This collaboration can take the form of:

- an entity with legal personality recognised by EU Member States and ESPON Partner States (i.e. Iceland, Liechtenstein, Norway, and Switzerland);
- or the signature by all the partners of a “power of attorney” to the designated duly authorized representative of the consortium. The power of attorney should designate contracting rights and sole liability of one of the partners in the consortium towards the contracting authority and any other relevant right. The duly authorized representative of the consortium and its partners will be responsible for organizing internal partnership relations concerning the liability among each other.

If a **joint tender** is submitted, the **ESPD (Annex A) with all required information (i.e. duly completed Parts II, III, IV and VI) must be provided by each partner**. Missing documents may lead to the exclusion and/or to the non-selection of the tender.

Please note that in case of a joint tender where an economic operator relies on the capacities of another to meet the selection criteria: the tenderer may need to provide relevant information (included in **Part II** “information concerning the operator”, **section C** “Information about reliance on the capacities of other entities” of the ESPD).

In this respect, the tender evaluation detailed in section 4 below for joint tenders will be made in relation to the **combined** capacities of the economic operators in relation to the requirements laid down in these ToR.

3.1.2 Subcontracting

Certain tasks provided for the contract may be entrusted to subcontractors. The main contractor retains full liability towards the contracting authority for the performance of the contract as a whole.

Accordingly, the contracting authority will treat all contractual matters (e.g. payment) exclusively with the main contractor, regardless whether the tasks are performed by a subcontractor or not. Under no circumstances, the main contractor can avoid liability towards the contracting authority on the grounds that the subcontractor is at fault.

Please note that in case of a submission of a tender with subcontracting, the contracting authority requires the lead tenderer to indicate the subcontractors and their share of the contract in **Part IV(C)(10)** of the ESPD (Annex A).

As for the nature of subcontractors, there are two options:

- 1. Subcontractors **on whose capacity the tenderer relies** (i.e. subcontractors providing key experts):

Such subcontractors should be identified in the field “*is the economic operator participating in the procurement procedure together with others?*” included in **Part II (A)** of the ESPD (Annex A), together with any other relevant information in this context.

The tenderer should **answer “yes”** in the field “*does the economic operator rely on the capacities of other entities in order to meet the selection criteria set out under Part IV below?*” included in **Part II (C)** of the ESPD (Annex A).

These subcontractors have to provide a complete ESPD (Annex A) with all required information (i.e. duly completed Parts **II, III, IV and VI**).

Missing documents may lead to the exclusion and/or to the non-selection of the tender.

- 2. Subcontractors **on whose capacity the tenderer does not rely:**

Such subcontractors should be identified in the field “*Does the economic operator intent to subcontract any share of the contract to third parties?*” included in **Part II (D)** of the ESPD (Annex A).

These subcontractors have to provide a duly completed ESPD comprising **Parts II, III and VI**.

Missing documents may lead to the exclusion and/or to the non-selection of the tender.

Please note that such subcontractors will **not** be considered when assessing the selection criteria (see Section 4.2 below).

During contract execution, the change of any subcontractor contributing to the technical performance of the contract and identified in the tender will be subject to prior written approval of the contracting authority.

3.1.3 Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which have a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

For more detailed information please consult your responsible national authorities. You might as well find useful information in the Luxembourg Law on Public Procurement of 8th of April 2018 and in the **Directive 2014/24/EU** of the European Parliament and of the Council, in particular in article 25.

3.2 Questions and answers

Tenderers are advised to consult the Frequently Asked Questions web page available on the ESPON website at the following link: <https://www.espon.eu/public-procurement-luxembourg>

At the request of potential tenderer(s), the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract. Any request for additional information must be made in writing by email to the following address: tenders@espon.eu. Additional information will be sent to all tenderers having downloaded or requested the Terms of Reference. No individual contact will be made and the Contracting Authority will not pre-assess individual situations of tenderers in relation to the Terms of Reference. Requests for additional information received less than 7 days before the closing date and time for submission of tenders will not be considered.

3.3 Submission of the offers and deadlines

The economic operators have two options to submit their tenders: either in a format of 1) an electronic version or 2) a physical version.

All tenders must be submitted in English language **at the latest by 31 August 2018 at 14:00.**

3.3.1 Submission of a tender in electronic version

The submission of a tender in electronic version is made according to the provisions of the Regulation of the 27th of August 2013 related to the use of electronic means in public procurement procedures³ It is done via the Luxembourg Portal of Public Procurement (PMP, www.pmp.lu). Please note that the PMP is currently available only in French language.

In order to submit a tender in an electronic version the economic operators need to:

- a) Obtain and activate a LUXTRUST product

To access the PMP, (www.pmp.lu) the economic operators – legal persons will need to obtain in advance a LUXTRUST product (smart card or signing stick).

The procedure to obtain a LUXTRUST product is described at the dedicated website: <https://www.luxtrust.lu/>.

Please note for the economic operators outside Luxembourg that the procedure to obtain a LUXTRUST product can take some time. Information regarding the procedure can be found at the following link <https://www.luxtrust.lu/en/simple/206>

Natural persons (economic operators) with Luxembourgish citizenship can use also their e-Identity Card to access Luxembourg Portal of Public Procurements.

More information on the specific procedure to follow in this case can be found at the link below:

<https://guichet.public.lu/citoyens/en/citoyennete/papiers-identite/carte-identite/gestion-certificats/index.html>

- b) Create an account on the Luxembourg portal of public procurements (PMP)

The economic operators must create an Enterprise account in the PMP – www.pmp.lu

The following browser is recommended to be used according to the PMP: Internet Explorer 32 bit

- c) Submit the electronic tender

The tender can be submitted as PDF, Word and Excel files. The tender should not exceed in size a total of 500 MB.

³ (Règlement grand-ducal du 27 août 2013 relatif à l'utilisation des moyens électroniques dans les procédures des marchés publics modifiant le règlement grand-ducal modifié du 3 août 2009 portant exécution de la loi du 25 juin 2009 sur les marchés publics et portant modification du seuil prévu à l'article 106 point 10° de la loi communale du 13 décembre 1988).

Tenders submitted electronically must also be electronically signed by the economic operator, respectively by his representative, through an electronic signature as foreseen by the Luxembourg Law modified on 14th of August 2000 related to electronic trade⁴.

The Luxembourg Portal of Public Procurement allows to the economic operators to test if their Luxtrust electronic signature is valid and can be used to submit a tender.

If an economic operator does not have a valid electronic signature certificate valid he will need to request one from the authorised institutions. The procedure to obtain an electronic signature certificate can take some time.

The tenders transmitted electronically must be submitted at the latest by the deadline mentioned above.

The electronic submission of tenders leads to an acknowledgment of receipt, issued automatically by the PMP, which states the date and hour of submission. Any tenders that may be submitted or for which acknowledgement of receipt may be issued after the above-mentioned deadline will not be considered.

d) Submit a tender in a physical version – as back-up copy (optional)

The economic operator can also submit, in addition to the electronic tender submitted, a tender in physical version, as a back-up copy. This is an option to be considered by the economic operator and is not imposed neither requested by the Contracting Authority.

The back-up copy must be submitted to the Contracting Authority as foreseen in the section 3.3.2 of the present Terms of reference. This copy must be marked with the additional mention “back-up copy”.

The back-up copy is opened only in the following situation(s):

- when the documents transmitted via the portal are damaged or corrupted, in particular when a malicious computer program is detected, during the opening session, in the documents transmitted electronically, the proof of the technical problem being preserved;
- when a tender has been submitted via the portal and has not arrived on time or could not be opened, provided that the backup copy is received in time.

In case when several electronic version tenders or physical version tenders have been submitted by the same economic operator, only the offer submitted the most recently will be taken in consideration. The other offers will be destroyed at the end of the procedure.

If an economic operator submits an electronic version tender and a physical version tender which is not marked as “back-up copy”, the later, even if received more recently than the electronic version tender, will not be taken into consideration.

⁴ <http://data.legilux.public.lu/eli/etat/leg/loi/2000/08/14/n8/jo>

3.3.2 *Submission of a tender in physical version*

Tenders must be delivered in **one original and one copy** in English language to the address indicated below:

ESPON EGTC

Attn.: Ilona Raugze
4, Rue Erasme
L-1468 Luxembourg

Either:

- Against **receipt by hand delivery at the ESPON EGTC premises**, (4 Rue Erasme, L-1468 Luxembourg) **during the following hours:** Mondays to Fridays, from 9h00 to 12h00 and 13h45 to 17h00, **before the deadline and closing time** for receiving tenders indicated above,

Or

- By **registered mail with notice of receipt to reach the recipient in its premises** (4, rue Erasme, L-1468 Luxembourg) **before the deadline and closing time** for receiving tenders indicated above.

Any tenders that may be delivered or for which acknowledgement of receipt may be issued after the abovementioned deadline and closing time at the ESPON EGTC premises will not be considered.

Tenders sent by any other means (e.g. by fax or by e-mail) will be automatically rejected.

Tenders must be placed inside a **sealed envelope** that must bear the following information:

The name of the tenderer
The address of the tenderer
Zip Code, City and Country of the tenderer

ESPON EGTC
To the attention of Ilona Raugze

Offer: “ENSURE”

“DO NOT OPEN”

The mention “**do not open**” must be marked to avoid that the internal mail department opens the sealed envelope.

The sealed envelope must also contain two sealed interior envelopes, marked as:

- “Envelope No.1 – Administrative and Technical Offer” containing the administrative and technical specification,
- “Envelope No. 2 – Financial Offer”.

Tenders must be delivered in English language in **one original version and one electronic scanned copy version in PDF format⁵**(on an appropriate medium such as USB stick or CD-Rom).

In case of discrepancy between the paper version and the electronic version, the original paper version prevails.

3.4 Content of the offer (administrative - technical offer and financial offer)

All tenders must be clear, complete and consistent, meeting all the requirements laid down in the tendering documents. Tenders must be:

- Signed by the tenderer or its duly authorised representative;
- Perfectly legible so that there is no doubt about words and figures.

A tender is composed as follow:

- 1) Envelope 1 – Administrative and technical offer (original (paper) + copy(electronic))
 - a. Part A – Administrative Part
 - b. Part B – Technical Part
- 2) Envelope 2 – Financial Offer (original (paper) + copy(electronic))

Tenderers are requested to structure their tender and submit the requested documentation as presented in the table below which serves both as a table of content and a checklist for documents to be submitted.

Tenders will only be considered up to the allowed number of pages indicated for the Part B Technical Proposal (regardless of the formatting but excluding cover pages, indexes etc.). Any additional pages exceeding the indicated page limits will not be considered.

ENVELOPE n°1 – ADMINISTRATIVE AND TECHNICAL OFFER <u>Please include your documents in the following order, as relevant and per partner:</u>					
N°	Document	Refer to Section of ToR and/or Annex	Single tenderer or Main tenderer in a joint tender	Other partners in a joint tender	Sub-contractor (see Section 3.1.2)
PART A – ADMINISTRATIVE PART					
Section 1 General					
1	European Single Procurement Document	Section 3.1 & Annex A	✓ ✓	✓ ✓	✓ ✓
2	<i>Only if applicable:</i> If you intend to employ or contract the	n/a	✓	✓	✓

⁵In case of this is not possible, a paper copy version can be provided.

services of previous ESPON EGTC staff for this tender, please add a note justifying how their involvement in preparing this procurement procedure is not capable of distorting competition.	(no template provided)			
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ENVELOPE n°1 – ADMINISTRATIVE AND TECHNICAL OFFER

Please include your documents in the following order, as relevant and per partner:

PART B – TECHNICAL PROPOSAL (Maximum 30 pages)

The contracting authority will reject tenders where no technical proposal is included.

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to facilitate the subsequent evaluation of tenders against the technical award criteria (see Section 4.4). Offers deviating from the requirements or not meeting all requirements may be excluded on the basis of non-conformity with the terms of reference, and will not be evaluated.

The technical proposal should include:

N°	Document/Chapters	Refer to Section of ToR and/or Annex	Single tenderer or Main tenderer in a joint tender	Other partners in a joint tender	Sub-contractor
3	A description (approx. 6 pages) of the understanding of the tasks and deliveries to be provided to address the research need expressed in the terms of reference.	Section 1	✓		
4	<p>A description (approx.16 pages) of the specific approaches and methods to be applied, the rationale behind, and the sources and data to be used, as well as:</p> <ul style="list-style-type: none"> - Outline of the conceptual and methodological framework to be applied. - Description of the main sources and data to be used and collected. - Description of the main outcomes and results expected and their added value 	Section 1	✓		
5	<p>Description outlining the intended organisation, milestones and management of the work including (approx.8 pages)</p> <ul style="list-style-type: none"> - Explanation of the role and extent of the team members' participation in the service provision, and if relevant how the composition of the team will be organised and utilised - Allocation of human resources (i.e. duly filled in Annex D). - Detailed work plan and timetable with first descriptions of the content of the deliverables envisaged <p>Assessment of the potential challenges involved, description of the quality control measures proposed to be applied to the</p>	Section 1 & Annex D	✓		

	service foreseen concerning the quality of the deliverables, the language check, and continuity of service in case of absence of team members.				
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ENVELOPE n°2 – FINANCIAL OFFER The contracting authority will <u>reject tenders</u> where no financial proposal is included.					
N°	Document	Refer to Section of ToR and/or Annex	Single tenderer or Main tenderer in a joint tender	Other partners in a joint tender	Sub-contractor
1	Financial Offer (original dated, signed and stamped by the authorised representative of the tenderer)	Section 2.2 Section 3.4 & Annex B	✓		
<p>The tenderer shall submit a price covering the services in EURO using the financial offer template provided (see Annex B). Annex B must be ORIGINALLY signed by the tenderer’s representative and stamped and the template must not be modified.</p> <p>The price must include all the costs associated as well as the travel and accommodation costs for meetings, and the pertinent delivery costs to the ESPON EGTC, if any. No other expenses will be paid by the contracting authority. Travel, accommodation and subsistence costs cannot be higher than 10% of the total costs.</p> <p>No indexation of the price is allowed. The price quoted must be firm and not subject to revision.</p> <p>Tenderers from countries outside the Euro zone have to quote their prices in Euro. A price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an official exchange rate and assume the risk of the benefits deriving from any variation.</p> <p>The contracting authority will reject tenders with no financial offer included or offers where the price for services is not provided. The lack of prices for any of the assignment types mentioned in the price list will invalidate the offer.</p> <p>No financial guarantee is required for this contract.</p>					

Tenders not including the necessary evidence may be rejected. However, the contracting authority reserves the right to request clarifications or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request. If clarification is required, the contracting authority may contact the tenderer to obtain further explanations and/or additional evidence, provided that, and only if, the tender is not modified as a result. The contact person designated by the tenderer in Annex A will be the recipient of clarifications and additional evidence request. Therefore, the tenderer must ensure the correctness of contact details (in particular email addresses) given therein.

The service contract shall provide European evidence on the territorial dimension of the transitioning of regional economies in terms of potential opportunities and challenges associated with the adoption of advances in information and communication technologies and cyber-physical systems.

3.5 Opening of the tender

The tenders received in due time and place will be opened **on 31 August 2018 at 14:00** at the premises of the ESPON EGTC, 4, Rue Erasme L-1468 Luxembourg.

One representative per tenderer can be present at this opening session.

Tenderers who plan to attend the opening session have to inform the ESPON EGTC by email at tenders@espon.eu, mentioning in the subject of the email “Opening – ENSURE” **by 30 August 2018 at the latest**.

4 HOW TO BE SELECTED? (EXCLUSION, SELECTION AND AWARD CRITERIA)

The assessment of tenderers and tenders will be processed as follows:

- 1) The contracting authority, via the evaluation committee, verifies that the tenderer is not in one of the situations covered by the exclusion criteria (see Section 4.1)
- 2) For all tenderers that are not in one of the situations covered by the exclusion criteria, the evaluation committee verifies that the tenderer has the appropriate capacities to perform the tasks to be contracted on the basis of the selection criteria (see Section 4.2):
 - General information
 - Capacity in economic and financial terms
 - Capacity in technical and professional terms
- 3) For those tenderers that have met the requirements of the selection criteria, the evaluation committee proceeds to the financial evaluation of the tender and will assess the tenderers on the basis of the award criteria (see Section 4.4).

The contract will be awarded to the tender having reached the highest value for money.

The different steps are further described in the Sections below.

4.1 Admissibility on exclusion criteria

Participation in this tender is only open to tenderers who are in a position to subscribe in full to the requirements laid out in **Part III: Exclusion grounds of the ESPD (Annex A)** which has to be duly completed and submitted.

The contracting authority shall, where appropriate, ask tenderers to supply supporting documents and may, where they have doubts concerning the personal situation of such candidates or tenderers, also apply to the competent authorities to obtain any information they consider necessary on the personal situation of the candidates or tenderers concerned.

Where the information concerns a tenderer established in a State other than that of the contracting authority, the contracting authority may seek the cooperation of the competent authorities. Having regard for the national laws of the State where the tenderers are established, such requests shall relate to legal and/or natural persons, including, if appropriate, company directors and any person having powers of representation, decision or control in respect of the tenderer.

A tenderer shall be excluded if the provisions of the article 29 of the Law on Public Procurement of 8 April 2018 are not respected.

Furthermore, tenderers should take into full consideration:

- none of the team members proposed should have any prior knowledge of the terms of reference whatsoever (i.e. being involved in their commenting, consultation process with the stakeholders, etc.), have advised the ESPON EGTC or otherwise been involved in the preparation of the procurement process. In such case, the tender proposal may be excluded in accordance with article 13 of the Luxemburg Law on Public Procurement of 8 April 2018.
- The non-declaration of a conflict of interest by the tenderer or the service provider, before or after the award of the contract, could lead to the exclusion of the tenderer or the service provider or to the cancellation of the contract.
- in case distortion of the market is detected, the tenderers involved will be excluded accordingly.

4.2 Selection criteria

The selection of the tenderers includes assessment of their economic, financial, technical, and professional capacity.

The tenderers must be in a stable financial position and have the economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. In addition, the tenderers are required to have sufficient technical and professional capacity to perform the tasks outlined in the technical specification. To this end, the following information has to be provided in the ESPD.

4.2.1 General information

Please provide the information required in “Part II: Information concerning the economic operator” of the ESPD (Annex A).

4.2.2 Economic and financial capacity

Please provide the information required in Part IV(B)(1a, 1b, 2a, 3 and 5) of the ESPD (Annex A). All related information has to be provided for the **last three financial years**.

The tenderer must be in a stable financial position and **the total turnover of the tenderer (or the consortium, see Sections 3.1.1 and 3.1.2) for the last three financial years (see Part IV(B)(1b) of the ESPD (Annex A)) must equal or exceed the maximum available budget for this contract as stated in these Terms of Reference.**

Please note that an economic operator may, when appropriate and for a specific contract, rely on the capacities of another entity not taking part in the tendering process to meet the selection criteria. (art. 33 of the Law on Public Procurement of 8 April 2018).

4.2.3 *Technical and professional capacity*

Tenderers must have the appropriate technical and professional ability to carry out the tasks required for this call for tenders, as described in Section 1, by providing the required information in Part IV (C) of the ESPD (Annex A).

- a) A list of the relevant projects and/or services successfully conducted during at least the last three years, including a description of work, indicating the budgets, dates and recipients, whether public or private. Relevant services conducted in transnational contexts should be particularly mentioned. (Part IV(C)(1b) of the ESPD)
- b) the professional capacity and size of the company (Part IV(C)(8) of the ESPD)
- c) The team members who are proposed to carry out the tasks requested must demonstrate professional experience and background in the field of the services requested. Relevant specific information on the competencies and skills are detailed in Section 1.
 - Please attach detailed CVs of all team members proposed for the assignment to the ESPD (Annex A), taking into account the minimum expertise requirements detailed in this paragraph as well as in Section 1. The ESPON EGTC strongly recommends submitting the CVs in the EU CV format⁶. It should be clearly indicated by using the table in Annex E which profile requirements/competencies are met by which member of the team.
 - Please attach Annex E ‘list of all team members’ (one single list for all partners/subcontractors if relevant) involved in the implementation of the contract for whom CVs are submitted.

4.3 Financial evaluation

The value of the financial proposal (calculated in accordance with the financial proposal provided in Annex B) provided will be evaluated according to the best value for money principle.

The lack of providing a price in the financial proposal will invalidate the offer. Tenders with a financial offer that exceeds the total budget available **and/or where travel, accommodation and subsistence costs exceed 10% of the total costs (see Section 3.4 above)** will not be selected for the evaluation on the basis of the award criteria and will be excluded.

4.4 Evaluation of the tenders on the basis of the award criteria

Only the tenders meeting the requirements of the exclusion and selection criteria are evaluated in terms of quality and price. The assessment of the technical quality is based on the ability of the tenderer to meet the purpose of the contract, as described in the technical specifications.

The following evaluation criteria shall be used to determine the technical merit of the offers, producing a total score of maximum 100 points:

No	Qualitative award criteria	Weighting (maximum points)
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⁶ For the template please see <http://europass.cedefop.europa.eu/documents/curriculum-vitae/templates-instructions>

1	Level of understanding of the tasks and services to be carried out	20
2	Quality and appropriateness of the proposed methods	50
3	Organisation, planning, and management of the service contract	30
Total number of points		100

In order to guarantee a minimum threshold of quality, offers that do not reach a minimum score of **50 points** at the end of the technical evaluation will not be considered acceptable and will therefore be rejected.

The contract is awarded to the tenderer submitting the tender that offers the best value for money as represented by the highest score (i.e. the highest X) by weighting the price and the quality respectively, by applying the formula below:

$$X = \left(\frac{\text{Cheapest price excl. VAT}}{\text{Price of tender X excl. VAT}} * 100 * 30\% \right) + (\text{technical evaluation score of tender X} * 70\%)$$

After the award decision has been taken, the contracting authority informs tenderers about the outcome of the assessment, including the reasons for the decisions taken.

4.5 Principles for awarding the contract

Before awarding the contract, the contracting authority will require the tenderer to which it has decided to award the contract to submit up-to-date supporting documents in accordance with the requirements of the present Terms of Reference and with Article 31 of the Law on Public Procurement of 8 April 2018 and, where appropriate, Article 32. The contracting authority may invite economic operators to supplement or clarify the certificates received.

Initiation of a tendering procedure imposes no obligation on the contracting authority to award the contract. Fulfilment of the conditions of the call for tenders imposes no obligation on the contracting authority to award the contract. The contracting authority shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be liable if it decides not to award the contract. Expenditure on preparing and submitting tenders is non-refundable.

5 ADDITIONAL CONTRACTING INFORMATION

5.1 Contracting Authority

The ESPON EGTC is conducting the Single Operation implementing the Priority Axis 1 of the ESPON 2020 Cooperation Programme.

ESPON EGTC

Attn: Ilona Raugze
4, Rue Erasme
L-1468 Luxembourg

Tel: +352 20 600 280 / Fax: +352 20 600 280 01 / E-mail: tenders@espon.eu

The ESPON EGTC is the contracting and awarding authority of the present contract.

5.2 Working Language

English will be the working language for all oral and written communication and deliveries of the service provision.

5.3 Place of execution

All services shall be delivered by default to Luxembourg, unless mentioned in Section 1 or agreed with the ESPON EGTC.

5.4 Competent jurisdiction

The contract is a service contract governed in accordance with the laws of the Grand-Duchy of Luxembourg. All disputes arising out or in connection with this service contract shall be settled by the competent jurisdiction of the District Court of Luxembourg in the first instance.

5.5 Ownership of results

Unless otherwise provided in the present service contract and its annexes, ownership, title, industrial and intellectual property rights resulting from the operation, results, reports and other documents related to the implementation of the present service contract shall be solely owned by the ESPON EGTC. They may use, publish, assign or transfer them as they see fit, without limitation, except where industrial or intellectual property rights exist prior to the service contract related to this tender.

Notwithstanding the provisions of the previous paragraph, the service provider and the ESPON EGTC shall find individual arrangements in cases where the intellectual property rights already exist and are owned by third parties.

The service provider acting in its own name and potentially on behalf of joint tenderers or subcontractors, will not invoke any intellectual property rights, including copyrights and sui generis database rights, in relation to his contribution to the ESPON database.

Any commercial use of the results by the service provider (or, if relevant, by any of the joint tenderers or subcontractors) is prohibited.

The ESPON EGTC shall agree to potential dissemination activities that the service provider plans to conduct based on results from this activity.

5.6 Draft service contract

The draft service contract and its provisions which specify the rights and obligations of the contractor, particularly those on performance of the contract, duration, liabilities, suspension and right of withdrawal, conflict of interests, confidentiality, controls and audits, are presented in Annex C. The final service contract, further elaborated, will be presented during the kick off meeting.

5.7 Data protection

Concerning the processing of personal data in ESPON and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), please refer to the legal notice in the ESPON’s website:

<https://www.espon.eu/legal-notice>

5.8 Other conditions

Variants are not allowed.

The material provided for the preparation of the tender can only be used for the preparation of the tender and has to be kept confidential. All the documents submitted by tenderers will be kept by the contracting authority for archive purposes. These documents will be considered as confidential.

6 LIST OF ANNEXES

Annex A – European Single Procurement Document (ESPD)

Annex B – Template for Financial Offer

Annex C – Draft service contract

Annex D – Allocation of human resources

Annex E – List of team members