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ESPON EGTC

Call for tender

TERMS OF REFERENCE

“Territorial Impact Assessment for Cross-Border Cooperation”

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
 Terms of Reference: Territorial Impact Assessment for Cross-Border Cooperation

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 “Territorial Impact Assessment for Cross-Border Cooperation” 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 levels in the framework of the ESPON 2020 Programme, under Specific Objective 2.

The service shall develop a step-by-step methodology describing how to determine the ex-post impact of any cross-border cooperation (CBC) programme on the territorial development of the border regions. A test of the methodology shall also be performed in the stakeholder territories by providing evidence on how the territorial impact assessment of cross border cooperation programmes works in practice. Such an assessment would address the need to better evaluate the use of EU funds for cross border cooperation, to provide practitioners and policy makers with evidence on the impact of these programmes, and to foster policy learning and more effective and targeted programmes in the future.

The main outcome of this activity should be a methodology specifically tailored to assess ex-post territorial impacts of CBC programmes.

1.1 Context of this call for tender

Cross-border (CB) regions make up a large percentage of the European Union (EU) territory and approximately 40% of the EU population live there. Nevertheless, these are often territories where the mobilization of human capital within the workforce and innovation capacity is not quite on par with the central regions or larger European cities. This is especially true for labour market participation, education and productivity levels. Many border regions also face demographic challenges and persistent “socioeconomic disparities between regions on the two sides of the border which reduce the opportunities to cooperate and hinder integration”1. Most of the high-level public offices and private sector headquarters are located in the central regions of the EU countries. To address these challenges the EU is supporting CBC through CBC programmes (INTERREG A). Developing an approach to evaluate the impact of the CBC programmes on the territorial development could lead to better-informed and more effective and efficient CBC activities in the future.

This targeted analysis shall primarily focus on the territories of INTERREG A programmes of:

1) Germany – the Netherlands2
2) Sweden - Norway3
3) Romania - Bulgaria4
4) United Kingdom - Ireland (Ireland-Northern Ireland-Scotland)5

2 Interreg V-A Germany-the Netherlands: https://www.deutschland-nederland.eu/
3 Interreg V-A Sweden-Norway: http://www.interreg-sverige-norge.com/
4 Interreg V-A Romania-Bulgaria: http://www.interregrobg.eu
5 Interreg V-A United Kingdom-Ireland (Ireland-Northern Ireland-Scotland): http://www.seupb.eu/
5) Spain-Portugal (POCTEP)\(^6\)

Investigating the territorial impact of CBC programmes and projects is crucial in reducing the barrier effects posed by the presence of borders, whilst fostering territorial development, growth and the creation of jobs, and contributing to the EU goal of Territorial Cohesion (Article 174 of the Treaty on the Functioning of the European Union). It holds the potential to bring practical insight and clarity into the specific aims and the long-term effects of the truly European policy that CBC programmes/projects/policies represent. This is especially important at present times of Euroscepticism and the ongoing discussion at the European level regarding the continuation of EU funding for regional policy, including border regions.

As discussions on the future of the EU-funded CBC programmes are currently starting on the level of regional, national and European policy makers, there is a high need for evidence on territorial impact. Equally important, there is an ever-present need for democratic accountability for public investments in border regions, not only at the level of the outputs and results of CBC programmes, but also on the level of impacts. Territorial impact assessment (TIA) of CBC would address the need to better evaluate the use of EU funds for CBC, provide practitioners and policy makers with evidence on the impact of these programmes/projects/policies, foster policy learning and the elaboration of more effective and targeted programmes/projects/policies in the future.

To date, there is no elaborated TIA methodology/model that has proven to be well-suited for assessing the ex-post impacts of CBC programmes. As nowadays EU-funded CBC programmes are struggling with the new obligation to conduct ex-post impact evaluations\(^7\), scientific guidance and piloting of a TIA assessment, that can potentially fit the needs of a great variety of CBC programmes/policies/projects, are needed more than ever. Such an assessment would have to take into account multi-faceted ways in which impacts can occur and all dimensions in which CBC programmes/policies/projects are active to reduce barrier effects of the borders. Thus, a TIA on CBC programmes must go beyond an evaluation which produces a simple scale of territorial impacts ranging from positive to negative.

This targeted analysis must take into account existing ESPON project evidence and research on ex-ante territorial impact assessments (EATIA; ARTS projects which resulted in developing ESPON TIA Quick check web tool\(^8\)) as well as research on indicators for monitoring and evaluating territorial cohesion (INTERCO) and socioeconomic analysis on CB regions (TerrEvi; ULYSSES).

1.2 Objectives

The objective of this activity is to develop and test a methodology specifically tailored to assess ex-post territorial impacts of CBC programmes. Such a methodology would allow policy makers and practitioners to obtain evidence on the impact of CBC programmes to develop better-informed CB policies. It would also improve understanding of the data needs to be able to carry out territorial impact assessment of CBC programmes.

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

\(^6\) Interreg V-A Spain-Portugal (POCTEP): [http://www.poctep.eu/](http://www.poctep.eu/)


\(^8\) ESPON TIA Tool: [https://www.espon.eu/tools-maps/espon-tia-tool](https://www.espon.eu/tools-maps/espon-tia-tool)
Terms of Reference: Territorial Impact Assessment for Cross-Border Cooperation

- What is the ex-post territorial impact of CBC programmes on border regions?
- What is the best way to measure territorial impact of CBC programmes? What kind of indicators and methodologies or tools are needed to do that?
- What data is needed about cross-border regions to be able to carry out territorial impact assessment of CBC programmes? What data should be collected at EU, national, regional or programme level in the future?
- What is needed to be able to make comparisons on territorial impact of CBC programmes across CBC programmes (benchmarking)?
- How to communicate and use the results of TIA to improve the design of CBC programmes and policies on CB regions in general?

The main outcomes of the service should be:

- An overview of existing ex-post and ex-ante territorial impact assessment methodologies and the way these methodologies can be applied to evaluate ex-post impact of the CBC programmes on territorial development of border regions.
- A step-by-step methodology describing how to determine the ex-post impact of any CBC programme on territorial development of border regions. Where needed a description how to adjust the methodology given the particular territorial structure of the CBC programmes.
- Evidence (collected data, maps and a set of indicators) on the ex-post territorial impact of the 5 CBC programmes mentioned in section 1.1. The TIA can be based on data of the previous programming period(s). In addition, (first) data of the 2014-2020 programming period or other available information can be used. The choice of data (mix) needs to be justified.
- Proposal on how (and to whom) to communicate and utilize the results of TIA for better design of CBC programmes.

1.3 Description of tasks

The tasks listed here are not separable tasks. The tasks are interconnected and interdependent. The following tasks shall be carried out within the framework of this service contract:

Task 1: Prepare an overview on the applicability of existing ex-post and ex-ante impact assessment methodologies to carry out ex-post TIA for CBC programmes

Impact evaluation and a results-oriented approach have become a major component of Cohesion policy, with the Commission providing extensive guidance. Normally an impact evaluation falls into a category of “Theory based evaluation” or “Counterfactual impact evaluation” (each having a clear set of methods). The task of the service provider is to look at methods which can provide ex-post impact assessment at territorial level, applicable to the case of cross-border regions in the

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context of implementation of CBC programmes. To come up with a methodology for an ex-post TIA for CBC, the service provider should also look at the existing approaches used for ex-ante impact assessment in order to examine the indicators used in these approaches. The service provider also has to take into account that the ESPON EGTC is currently running a project which is integrating a CBC model in the ESPON TIA tool.\textsuperscript{11} The new functionality will help to carry out ex-ante TIA for cross-border regions. Likewise, the service provider should review the TARGET_TIA model which has been specifically adjusted to carry out TIA for CBC programmes\textsuperscript{12}, as well as look into recent research on social network analysis as a way to understand the impact of CBC programmes, especially on socio-economic development and social cohesion\textsuperscript{13}. Annual cross-border impact assessments by the Institute for Transnational and Euregional cross border cooperation and Mobility at Maastricht University should also be considered.\textsuperscript{14}

Task 2: Develop a step-by-step methodology describing how to determine the ex-post impact of any CBC programme on territorial development of border regions

Based on the results of Task 1 the service provider has to develop a methodology which would help to detect the territorial impact of the CBC programmes. It should essentially be an outline of each step needed to perform such an evaluation as well as a proposal for a concrete methodology along with an elaborated description. The service provider can include both quantitative and qualitative approaches or combinations of them. The methodology should define the selected variables that are needed to establish baseline scenarios for each CBC programme (see Task 3) and to quantify the impact of the programmes. It should be described how to calculate these variables. The methodology should also focus on the possible use of official statistics, big data, and where justified data estimations. In addition, the methodology should lead to identifying what statistical data are available, which are lacking and which data should be gathered in the future at which level to be able to perform high quality TIA. The service provider should consider using the ESPON TIA tool as a first step to identify possible territorial impacts. This TIA is normally performed during a one day expert workshop.\textsuperscript{15} The methodology should also provide details on how to adjust it given the particular territorial structure of the CBC programmes (in case border regions fall into different territorial typologies). The methodology cannot rely on a suggestion for developing a completely new IT tool as a precondition for performing high quality TIA. Suggestions though can involve a proposal on how to integrate the European Commission’s Joint Research Centre’s work on territorial impact assessments, especially tools, into evaluating impacts of CBC programmes.\textsuperscript{16}


\textsuperscript{14} See: https://www.maastrichtuniversity.nl/research/institutes/item/research/study-cross-border-impact-assessment

\textsuperscript{15} See for instance work of the European Committee of the Regions on how ESPON TIA tool has been used in a workshop setting: http://cor.europa.eu/en/activities/Pages/tia-documents.aspx

Task 3: Perform ex-post TIA of 5 CBC programmes (mentioned in the section 1.1.)

Based on the proposed methodology (Task 2) the service provider must perform a TIA of the 5 CBC programmes mentioned in section 1.1. (upon the agreement with the stakeholders). These programmes represent different border regions with differing CBC challenges. However, e.g. in the current programming period, there are several commonalities between the programmes as far as thematic objectives are concerned. Evidence of the TIA should include data on the set of chosen impact indicators as well as maps depicting the territorial impact. The territorial impact should be captured at territorial level (NUTS 3 or lower) and impact data should be comparable across CBC programme areas. An aggregate territorial impact for the whole CBC program area can also be demonstrated. In order to perform the task, TIA can be based on data of the previous programming period(s). In addition, (first) data of the 2014-2020 programming period or other available information can be used. The choice for data (mix) needs to be justified.

The service provider must use the extensive data available in the INTERACT KEEP database\(^{17}\), the ESPON Database\(^{18}\) and the Joint Research Centre’s Territorial Dashboard\(^{19}\) as well as ex-post evaluations of the 2007-2013 programming period\(^{20}\) when performing the TIA. In addition, the service provider must utilize the information provided by the stakeholders of this targeted analysis, especially information on any previously done impact assessments and other previous or current evaluations of the CBC programmes.

A description of challenges to data access should be included when the available data is not accessible at NUTS 3 and lower level to perform a TIA. The task includes describing strategies to access lacking empirical data and how to solve this in the future. In addition, the TIA analysis has to include an assessment on how suitable the chosen TIA methodology has proven to be and whether/how the methodology should/could be adjusted for future TIA analyses.

Task 4: Develop a proposal on how to communicate and utilize the results of ex-post TIA for a better design of CBC programmes.

The task involves developing proposals on how and to whom to communicate and utilize the results of TIA for a better design of CBC programmes. For instance, all managing authorities and Joint Secretariats of the ETC programmes must perform mandatory impact evaluations by the end of the 2014-2020 programming period and the results of this activity could feed into this process. Thus, the service provider must provide methodological guidance on how to utilize the results of the tasks (Task 1 – Task 3):

- Guidance on how to use the results of TIA to identify and refine intervention logics and improve the monitoring and evaluation component of the CBC programmes;
- Guidance on what should be included in the terms of reference to contract external evaluation on the impact of CBC programmes, particularly covering territorial impact;
- Guidance on how to communicate results of TIA to larger audiences, including policy makers.

\(^{17}\) INTERACT KEEP database: https://www.keep.eu/keep/

\(^{18}\) ESPON Database: https://www.espon.eu/tools-maps/espon-2013-database

\(^{19}\) Joint Research Center’s Territorial Dashboard: https://ec.europa.eu/jrc/en/territorial-policies/t-board

The fulfilment of these tasks shall be carried through in line with the specific context and objectives described in sections 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 premises of the lead stakeholder in Kleve, Germany.

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 on carrying out the analytical activity.

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 of the meetings.

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 Bulgaria, Austria and Romania. One of the events will be a meeting of partners of ongoing ESPON projects.

Costs related to these meetings and events 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 should include:

- Description of conceptual and methodological framework to be applied.
- Overview on applicability of existing ex-post and ex-ante impact assessment methodologies to carry out TIA for CBC programmes.
- Overview on data and data sources to be used.
- Elaborated plan on how to develop a methodology on detecting the impact of any CBC programme on territorial development of border regions.
Terms of Reference: Territorial Impact Assessment for Cross-Border Cooperation

Delivery 2: The second delivery should include:

- Interim report (max. 30 pages) including:
  - State of affairs on developing the methodology to detect the impact of any CBC programme on territorial development of border regions.
  - Elaborated plan on how to perform TIA of 5 CBC programmes.
  - The status of the data availability and overview of gathered data to perform TIA of 5 CBC programmes.

Delivery 3: The third delivery should include:

- Draft executive summary (max. 4 pages) focusing on conclusions and policy recommendations based on the stakeholders’ knowledge needs.
- Draft main report (max. 50 pages) including:
  - A step-by-step methodology describing how to determine impact of any CBC programme on territorial development of border regions.
  - Results of the performed TIA of 5 CBC programmes, including a comparative analysis with maps of the territorial impact of the chosen CBC programmes.
  - The collected and compiled data, variables and indicators empirically quantifying the territorial impact of CBC programmes.
  - A short reflection on the suitability of the applied methods and possible improvements for future analyses
  - A proposal on which data should be collected in the future (and by whom/ at which level) in order to perform high quality TIA
  - Proposal on how to communicate and utilize the results of TIA for better design of CBC programmes:
    - Guidance on how to use the results of TIA to identify and refine intervention logics and improve the monitoring and evaluation component of the CBC programmes;
    - Guidance on what should be included in the terms of reference to contract external evaluation on the impact of CBC programmes, particularly covering territorial impact;
    - Guidance on how to communicate results of TIA to larger audiences, including policy makers.
- Draft scientific annexes including:
  - Everything that has to be known to make the study repeatable and verifiable.
- Draft synthesis report (max. 8 pages) including:
  - Main results of the research and policy recommendations.
  - Other content to be discussed and agreed with the ESPON EGTC.
- Draft 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.
- Maps (2-5) and accompanying text following the structure of the ESPON Online MapFinder, selection based on consultations with ESPON EGTC.
Delivery 4: A final delivery should include:

- Final versions of the draft reports included in the draft final delivery (see above: Delivery 3).
- Data gathered according to ESPON metadata template.
- Maps included in final delivery reports (in vector format) and related geodatabase.
- Proof of the integration of data used in the framework of the activity into the ESPON database.
- An understandable and accessible PowerPoint presentation (max. 30 slides), consisting of the main components of the final report, including the key maps and results of the study, to be agreed with the ESPON EGTC and Steering Committee after Delivery 3.

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:

<table>
<thead>
<tr>
<th>Delivery</th>
<th>Delivery description</th>
<th>Indicative deadline&lt;sup&gt;21&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Kick-off meeting</td>
<td>As soon as possible and up to 4 weeks after the award of the contract.</td>
</tr>
<tr>
<td>D1</td>
<td>Inception delivery</td>
<td>T + 2 months</td>
</tr>
<tr>
<td></td>
<td>Meeting or teleconference</td>
<td>T + 3 months</td>
</tr>
<tr>
<td>D2</td>
<td>Interim delivery</td>
<td>T + 4 months</td>
</tr>
<tr>
<td></td>
<td>Meeting or teleconference</td>
<td>T + 5 months</td>
</tr>
<tr>
<td>D3</td>
<td>Draft final delivery</td>
<td>T + 9 months</td>
</tr>
<tr>
<td></td>
<td>Meeting or teleconference</td>
<td>T + 10 months</td>
</tr>
<tr>
<td>D4</td>
<td>Final delivery</td>
<td>T + 12 months</td>
</tr>
</tbody>
</table>

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 on the basis of 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.

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<sup>21</sup> 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. The group of stakeholders involved in this targeted analysis is led by the Joint Secretariat of the INTERREG A programme Germany – the Netherlands (c/o Euregio Rhine-Waal) with involvement of other partners (see below for the full list).

The stakeholder consortium consists of the following partners:

<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>CBC Programme</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joint Secretariat of the INTERREG A programme Germany – the Netherlands</td>
<td>INTERREG Germany – the Netherlands</td>
</tr>
<tr>
<td>Ministry for Economic Affairs, Energy and Industry of the State of North</td>
<td>INTERREG Sweden - Norway</td>
</tr>
<tr>
<td>Province Gelderland of the Netherlands</td>
<td></td>
</tr>
<tr>
<td>Joint Secretariat of the INTERREG A programme Sweden – Norway</td>
<td>INTERREG Romania-Bulgaria</td>
</tr>
<tr>
<td>Ministry of Regional Development, Public Administration and European Funds</td>
<td></td>
</tr>
<tr>
<td>Ministry of Regional Development and Public Works of Bulgaria (National</td>
<td>INTERREG Spain-Portugal (POCTEP)</td>
</tr>
<tr>
<td>Authority)</td>
<td></td>
</tr>
<tr>
<td>Galicia-North Portugal European Grouping of Territorial Cooperation</td>
<td></td>
</tr>
<tr>
<td>Special EU Programmes Body (SEUPB) (Managing Authority and Joint Secretariat)</td>
<td>INTERREG United Kingdom - Ireland</td>
</tr>
<tr>
<td></td>
<td>(Ireland-Northern Ireland-Scotland)</td>
</tr>
</tbody>
</table>

Throughout the lifetime of the activity it is planned to involve organisations that may play a role as information sources - the Transfrontier Operational Mission (MOT), the Association of European Border Regions (AEBR), DG REGIO and the European Committee of the Regions.
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 on the draft minutes can be made within two 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 receipt 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 “Territorial Impact Assessment for Cross-Border Cooperation” 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. All stakeholder organisations 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 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
stakeholders will make the targeted analysis and its main goals well known to the stakeholders’ employees to motivate them to cooperate with the service provider.

Regional contact persons of each stakeholder, most with a great degree of experience in managing CBC programmes and activities, will work with the service provider on the methodological and data issues to accomplish the objectives of the targeted analysis. During the project cycle they will help to provide the necessary qualitative and quantitative data on their cross-border regions and will help to define what data is available and desired in order to perform TIA of CBC programmes. To that end, also local experts who have conducted relevant research in the field of CBC or practitioners may be called to provide valuable input in all the phases of the project. The involvement of (local) experts and practitioners is foreseen on a voluntary basis only.

The lead stakeholder will dedicate personnel and infrastructure to management work and all stakeholders will use their conference facilities for the project meetings. It will also carry the costs for its personnel and for participation in meetings etc. The lead stakeholder will have a central role in the steering committee which discusses progress and issues throughout the project lifecycle. It will develop a project plan, administrate and coordinate the stakeholders and their contributions. The lead stakeholder will play a key role in engaging the contributing networks of the stakeholders and planning meetings.

The ESPON EGTC will bear the contractual responsibility for the “Territorial Impact Assessment for Cross-Border Cooperation” 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 be crucial for carrying out overall impact assessment of the CBC programmes and to develop better-informed selection of CBC activities in the future. Stakeholders will make use of the expected outcome in the following ways:

- Those stakeholders that are directly involved in the decision-making on CBC activities (Managing Authorities, Joint Secretariats, EGTC, partners of the ETC programmes) intend to use the conclusions of TIA for fostering a better-targeted selection of CB activities;
- All stakeholders and umbrella organizations involved in the partnership will use the results of TIA for communication purposes and as a basis for advising and informing other institutions/policy-makers/members on how to approach CBC in a more strategic way;
- Informing the drafting of the cross-border regional development strategies;
- As an important input and methodological guidance for the mandatory impact evaluations that they have to perform within the current programming period (2014-2023);
- Identifying and refining the intervention logic and strategy of the next generation of EU-funded CBC programmes, e.g. by using it as input for the ex-ante assessment of the programme area.
1.8 Competences and skills required

The service provider should have the following specialised expertises, 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 EU 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.

- **Good knowledge or proven experience in European maritime policy and maritime spatial planning**.

- **Affinity with translating scientific knowledge and results** into concrete messages suitable for policy makers 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**, spatial data analysis and mapping.

- The service provider must have proven multidisciplinary skills and European/transnational knowledge, expertise and experience relevant to contract matter in order to ensure the successful implementation of the service.

- The team of experts proposed should include a **minimum of 3 experts with at least three years of experience and academic background** in the field of European territorial development in relation to the topic of this service contract, as well as experience in territorial analysis at international level.

- Team members shall demonstrate a **very good linguistic ability** to communicate and draft texts of high quality standard in English.

The competences and experience of the service provider within the fields outlined above shall be **clearly demonstrated and documented** in the CV submitted, as per sections 3 and 4 below.

The service provider has the possibility to sub-contract partners subject to the conditions laid down in the service contract.
2. **WHAT CAN BE PAID? (CONDITIONS AND BUDGET)**

2.1 **Duration of contract**

The contract is expected to be signed in the first 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 **285,000.00 EUR** (two hundred eighty five 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 45 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 72 of Directive 2014/24/EU.
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 (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 faster 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 being 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, the tenderer should accordingly 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 “information concerning the operator”, section C 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 European 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 this call for tenders is also open to nationals of the countries that have ratified the 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 Directive 2014/24/EU, in particular in article 25.

### 3.2 Questions and answers

At 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 submitted to the following email address: tenders@espon.eu.

Please note that the answers/additional information provided will be sent to all tenderers having downloaded or requested the Terms of Reference.

No individual contact/replies will be made and the Contracting Authority will not pre-assess individual situations of tenderers in relation to the Terms of Reference.

Please note that 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

Tenders must be delivered in one original and one copy in English language at the latest by 30 January 2018 at 14:30 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 above-mentioned 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:

<table>
<thead>
<tr>
<th>The name of the tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>The address of the tenderer</td>
</tr>
<tr>
<td>Zip Code, City and Country of the tenderer</td>
</tr>
</tbody>
</table>

ESPON EGTC
To the attention of Ilona Raugze

Offer: TIA CBC

“DO NOT OPEN”
Tenders must be delivered in English language in **one original version (paper) and one electronic copy (scanned tender in PDF format)**\(^\text{22}\) (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 + copy)
   
   a. Part A – Administrative Part
   
   b. Part B – Technical Part

2) Envelope 2 – Financial Offer (original + copy)

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 50 pages 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.

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\(^{22}\) In case of this is not possible, a paper copy version can be provided.
## ENVELOPE n°1 – ADMINISTRATIVE AND TECHNICAL OFFER

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

<table>
<thead>
<tr>
<th>N°</th>
<th>Document</th>
<th>Refer to Section of ToR and/or Annex</th>
<th>Single tenderer or Main tenderer</th>
<th>Other partners in a joint tender</th>
<th>Sub-contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### PART A – ADMINISTRATIVE PART

**Section 1 General**

<table>
<thead>
<tr>
<th>1</th>
<th>European Single Procurement Document</th>
<th>Section 3.1 &amp; Annex A</th>
<th>✔ ✔ ✔</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td><em>Only if applicable:</em> If you intend to employ or contract the 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.</td>
<td>n/a (no template provided)</td>
<td>✔ ✔ ✔</td>
</tr>
</tbody>
</table>

## 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 50 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:

<table>
<thead>
<tr>
<th>N°</th>
<th>Document/Chapters</th>
<th>Refer to Section of ToR and/or Annex</th>
<th>Single tenderer or Main tenderer</th>
<th>Other partners in a joint tender</th>
<th>Sub-contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A description of the concept for addressing the research need expressed in the ToR and description of how objectives will be achieved <em>(max 12 pages).</em></td>
<td>Section 1</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| 2  | A description of the specific approaches and methods to be applied, the rationale behind, and the sources and data to be used, as well as: |         | ✔ |
|    | - Outline of the conceptual and methodological framework to be applied <em>(max 10 pages).</em> |         | ✔ |
|    | - Description of the main sources and data to be used and collected <em>(max 5 pages).</em> |         | ✔ |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Terms of Reference:</strong> Territorial Impact Assessment for Cross-Border Cooperation</td>
</tr>
</tbody>
</table>

- Description of the main outcomes and results expected and their added value (*max 8 pages*).

**Description outlining the intended organisation, milestones and management of the work including:**
- 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 (*max 5 pages*).
- 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 (*max 4 pages, i.e. 1 page for timetable and work plan, 3 pages describing content of deliverables*).
- Assessment of the potential challenges involved, description of the quality control measures proposed to be applied to the service foreseen concerning the quality of the deliverables, the language check, and continuity of service in case of absence of team members (*max 6 pages*).

<table>
<thead>
<tr>
<th></th>
<th>Section 1 &amp; Annex D</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>✔</td>
</tr>
</tbody>
</table>
ENVELOPE n°2 – FINANCIAL OFFER
The contracting authority will reject tenders where no financial proposal is included.

<table>
<thead>
<tr>
<th>N°</th>
<th>Document</th>
<th>Refer to Section of ToR and/or Annex</th>
<th>Single tenderer or Main tenderer</th>
<th>Other partners in a joint tender</th>
<th>Sub-contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Financial Offer (original dated, signed and stamped by the authorised representative of the tenderer)</td>
<td>Section 2.2 Section 3.4 &amp; Annex B</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

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.

No indexation of the price is allowed. The price quoted must be firm and not subject to revision.

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.

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.

No financial guarantee is required for this contract.

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.

3.5 Opening of the tender
The tenders received in due time and place will be opened on 30 January 2018 at 14:30 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 to tenders@espon.eu, including as subject “Territorial Impact Assessment for Cross-Border Cooperation” by 29 January 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, will verify 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 will verify whether they have the appropriate capacities to perform the service 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 will assess the tenderers on the basis of the award criteria (see Section 4.4) qualitative and price award criteria.

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.

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. If that would be the case, the tender proposal may be excluded in accordance with the Directive 2014/24 on Public Procurement.

- if a conflict of interest has not been declared by the tenderer or the service provider, before or after the award of the contract, this could lead to the exclusion of the tenderer 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 average yearly turnover of the tenderer (or the consortium, see Sections 3.1.1 and 3.2.2) 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.

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 1.8, 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) (3, 8) of the ESPD)

c) The team members proposed to carry out the tasks requested according to the specific information on the competencies and skills detailed in Section 1.8.

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 Section 1.8. The ESPON EGTC strongly recommends submitting the CVs in the EU CV format. It should be clearly indicated, ideally using a table, which profile requirements/competencies are met by which member of the team.

23 For the template please see http://europass.cedefop.europa.eu/documents/curriculum-vitae/templates-instructions
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 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:

<table>
<thead>
<tr>
<th>No</th>
<th>Qualitative award criteria</th>
<th>Weighting (maximum points)</th>
</tr>
</thead>
</table>
| 1  | Quality of the:   
|    | a) concept for addressing the research need expressed within the ToR and,  
|    | b) description of how the outlined objectives will be achieved.                  | 30 |
| 2  | Description of the specific approaches and methods to be applied, the rationale behind, and the sources and data to be used, broken down into:  
|    | a) an outline of the conceptual and methodological framework to be applied and the degree to which it is innovative;  
|    | b) a description of the main sources and data to be used and collected;  
|    | c) a description of the main outcomes and results expected and their added value. | 40 |
| 3  | Description outlining the intended organisation, milestones and management of the work including:  
|    | a) 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;  
|    | b) allocation of human resources (i.e. duly filled in Annex D);  
|    | c) detailed work plan and timetable with first descriptions of the content of the deliverables envisaged;  
|    | d) assessment of the potential challenges involved, description of the quality control measures proposed to be applied to the service foreseen concerning the quality of the deliverables, the language check, and continuity of service in case of absence of team members. | 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 $X$). A weight of 70/30 is given to quality and price respectively. The ratio $X$ is calculated for each tender by applying the formula below:

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

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 Article 60 of Directive 2014/24/EU and, where appropriate, Article 62. The contracting authority may invite economic operators to supplement or clarify the certificates received pursuant to Articles 60 and 62.

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 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. **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