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CALL FOR TENDER

EASME/EMFF/2018/010

Economic Impact of Maritime Spatial Planning

TENDER SPECIFICATIONS

Open Procedure

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1. TECHNICAL SPECIFICATIONS

1.1. INTRODUCTION

The Executive Agency for Small and Medium-sized Enterprises (henceforth "EASME" or "the Contracting Authority")¹, acting under the powers delegated by the European Commission (henceforth "the Commission"), is launching this invitation to tender with a view to concluding a service contract for a study on the economic impact of maritime spatial planning (MSP).

The present call is based on Regulation (EU) No 508/2014 of the European Parliament and of the Council of 15 May 2014 on the European Maritime and Fisheries Fund and repealing Council Regulations (EC) No 2328/2003, (EC) No 861/2006, (EC) No 1198/2006 and (EC) No 791/2007 and Regulation (EU) No 1255/2011 of the European Parliament and of the Council. More specifically, it is based on the Commission Implementing Decision of 15 December 2016 concerning the adoption of the Work Programme for 2017 and the financing of the implementation of the European Maritime and Fisheries Fund, C(2016) 8422 final². The item is "1.3.1.13. Economic Impact of Maritime Spatial Planning".

1.2. BACKGROUND INFORMATION AND CONTEXT

The blue economy can be a driver for Europe's welfare and prosperity. The Commission has undertaken a series of steps³ to translate it into actions. Among others, it has launched initiatives in many policy areas related to Europe's oceans, seas and coasts, facilitating the cooperation between maritime business and public authorities across borders and sectors, and stakeholders to ensure a sustainable development of the maritime economy.

One of the challenges is that maritime space is in high demand, and increasingly so. On the other hand it is well accepted that many economic and business decisions are affected by geography and location. For example, spatial factors like the sea depth or distance to the electrical land grid or between nodes can affect the viability of offshore energy projects. In this regard, Maritime Spatial Planning can be a determining factor for the development of maritime sectors. Conversely, decisions in Maritime Spatial Planning have to take into account the spatial analysis of economic operators in maritime sector and the blue economy in general.

The competing needs of renewable energy installations, oil and gas, maritime shipping and fishing, ecosystem and biodiversity conservation (Marine Protected Areas), extraction of raw materials, tourism, aquaculture installations and underwater cultural heritage, as well as the multiple pressures on coastal resources by an increasing population, call for an integrated planning and management approach.

From the very outset, the Commission has initiated a number of successful facilitating and 'enabling' actions such as Maritime Spatial Planning (MSP). Successful implementation of MSP can lead to more efficient administrative procedures, reduce the bureaucratic barriers for investment, cut 'red-tape', and manage potential conflicts between different maritime activities.

¹ EASME was set up by Commission Implementing Decision (2013/771/EU) of 17 December 2013 establishing the "Executive Agency for Small and Medium-sized enterprises" and repealing Decisions 2004/20/EC and 2007/372/EC (OJ L 341 of 18.12.2013). EASME replaces and supersedes former Executive Agency for Competitiveness and Innovation (EACI).

² Financing decision concerning the adoption of the work programme for 2017 and the financing decision for the implementation of the European Maritime and Fisheries Fund, Annex: https://ec.europa.eu/fisheries/sites/fisheries/files/c_2016_8422_annex_en.pdf

³ Report on the Blue Growth Strategy Towards more sustainable growth and jobs in the blue economy - SWD(2017) 128 final

The MSP Directive adopted in 2014⁴ accompanied by an EU-funded cooperation programme, has made cross-border maritime spatial planning and the streamlining of permitting procedures for large projects a realistic prospect for the first time.

The Directive requires Member States to develop maritime spatial plans but leaves it to their discretion how they should do so. It also requires them to cooperate across borders. Member States had to transpose the Directive into their national legislation and nominate a competent authority by September 2016 and need to establish plans by March 2021.

It is expected that towards 2021, Member States will be gradually advancing in their implementation of the MSP Directive on Maritime Spatial Planning - 2014/89/EU. Some Member States have already established national maritime spatial plans with many making quick progress, while others need more guidance and information. All could benefit from additional information on how MSP can help them deliver sustainable growth for their maritime economies.

The background of the study is to expand the limited information on economic benefits and impacts of maritime spatial planning which was produced by the Impact Assessment study⁵ commissioned in 2010 when the Directive was proposed.

More recently, the EU MSP Platform established by the Commission in 2016, has concluded in 2017 a study⁶ on MSP and Blue Growth.

Tenderers should be aware that a separate study will address issues related to the environmental dimension in Maritime Spatial Planning. A specific item⁷, corresponding to this study, has been included in the Work Programme for 2018 and the financing of the implementation of the European Maritime and Fisheries Fund C(2017) 8146 final. This planned study will have as main objectives to look at how the "Ecosystem Based Approach" (EBA) has been incorporated in MSP processes in the EU, and to explore links between such processes and the implementation of the Marine Strategy Framework Directive⁸ (MSFD). Ecosystems services in the context of MSP are also an area to be covered by the mentioned study. Consequently, economic valuation and economic benefits provided by the MSP contribution to the preservation of marine ecosystems services are not under the scope of the present call for tenders.

1.3. GENERAL AND SPECIFIC OBJECTIVES

In this context, EASME wishes to enter into a service contract to conduct a study on the economic impacts of maritime spatial planning in order to assess its role in the blue economy.

The general objective of this study is to evaluate how MSP benefits specific blue economy sectors, with the aim to feed the results into relevant EU policies and Competent Authorities in charge of implementing MSP.

The specific aim of this study is twofold:

⁴ Directive 2014/89/EU of the European Parliament and the Council of 23 July 2014 establishing a framework for maritime spatial planning: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32014L0089>

⁵ 'Economic effects of maritime spatial planning', a study published on 1 April 2010: https://ec.europa.eu/maritimeaffairs/documentation/studies/study_msp_en

⁶ At the moment of the publication of this call for tenders, this document has not been published yet.

⁷ See item "1.3.1.1. Study on integrating an ecosystem-based approach into maritime spatial planning" on page 31 of Annex 1 of C(2017) 8146: https://ec.europa.eu/fisheries/sites/fisheries/files/c-2017-8146-annex_en.pdf

⁸ Directive 2008/56/EC of the European Parliament and of the Council of 17 June 2008 establishing a framework for community action in the field of marine environmental policy (Marine Strategy Framework Directive): <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32008L0056>

1. to explore evidence of effects stemming from the current state of implementation of MSP, with a particular focus on economic effects;
2. to provide additional information to Member States on how to maximise benefits from Maritime Spatial Planning.

Under the term 'benefits', the focus is on economic benefits (increased turnover, revenue, profit, security of supply, reduced cost and time required to start new projects, reduced red tape, reduced potential conflicts for competing uses of the maritime space, reduced costs of production, reduced time of licensing permits, provided long-term stability, predictability and transparency, etc.) and on related social benefits (jobs, impact of the economic benefits on local communities).

The study will cover all sectors, including among others fisheries, aquaculture, coastal and maritime tourism, shipping, marine biotechnology, offshore renewable energy production and transmission (wind, tidal and ocean energy), offshore oil and gas extraction, extraction of aggregates and other minerals from the sea floor, underwater grids and pipelines. This is a non-exhaustive indicative list and tenderers are expected to give their view of which economic sectors must be covered.

The nature of the impacts which Maritime Spatial Plans can provide to offshore wind farms is reasonably well documented⁹¹⁰. For the other sectors, which appear to be less well investigated, this study will inter alia act as an initial scoping exercise. Tenderers are reminded that in their offers, they must devote sufficient attention to these sectors and not focus exclusively on offshore wind farms.

This study will therefore aim to identify, from the review of available literature and from the other tasks stipulated in this tender, the diverse impacts that different sectors get from MSP.

1.4. TASKS TO BE CARRIED OUT BY THE CONTRACTOR AND GEOGRAPHICAL SCOPE OF THE TASKS

1.4.1. General description of the tasks to be carried out by the contractor

The scope of the study is to examine how MSP benefits the sustainable development of blue economy sectors and to find concrete evidences of the impact of Maritime Spatial Plans on the maritime economy.

The first step in the study shall be to collect relevant research findings on the contribution of maritime spatial planning towards sustainable blue growth in the EU. After this preliminary 'state-of the-art' task, the study shall comprise an in-depth research and analysis of empirical data from existing Maritime Spatial Plans, in the EU and in a selection of non-EU countries. This will focus on identifying quantitative economic effects, as well as social (e.g. conflict resolution, investor certainty) and environmental (e.g. marine protected areas) aspects linked to these effects.

As a result, the study should provide the current EU-wide picture of the effects of maritime spatial planning, in particular the economic costs and benefits of implementing MSP, at national, regional and – where relevant (e.g. in the form of case studies) - local scales. It must be

⁹ Jason Blau & Lee Green, 2015 Assessing the impact of a new approach to ocean management: Evidence to date from five ocean plans. Elsevier

¹⁰ Davies, I. M., & Pratt, D. 2014. Strategic Sectoral Planning for Offshore Renewable Energy in Scotland. In M. A. Shields and A. I. L. Payne, eds. Marine Renewable Energy Technology and Environmental Interactions. Springer, London. ISBN: 9789401780018. pp.141–152.

based on recognised methodologies, build on work already undertaken and involve coordination with any ongoing initiatives and projects in this area.

A detailed description of the tasks to be carried out by the contractor is included in section 1.6, below.

1.4.2. Geographical scope of the tasks

The services to be delivered will cover all the 'marine waters'¹¹ of the EU Member States.

Other countries such as Australia, China, New Zealand, Norway, South Africa or USA (non-exhaustive list), could also be covered in cases where their Maritime Spatial Plans provide examples replicable to EU standards and can be used to gathering further evidences and concrete data relevant to the objective of the study.

One of the criteria tenderers shall consider during the selection of the countries where case studies will be conducted is the level of progress made in the implementation of the Maritime Spatial Plans. The tenderer shall justify in the tender the relevance and the appropriateness of the suggested countries to attain the objectives of this tender and in particular the possibility to find concrete evidences of the MSP economic impact. In principle, a minimum of 3 case studies shall be implemented in the EU.

The selected area¹² of the 5 case studies may concern national, regional or sub-federal levels (depending on the legal structure of the concerned countries).

1.5. INPUT BY THE CONTRACTING AUTHORITY

The Contracting Authority will provide the following documents, which must be taken into account for the study:

- Study on the economic effects of Maritime Spatial Planning (2011)¹³;
- Technical Study on Maritime Spatial Planning (MSP) for Blue Growth (2017)¹⁴;
- COMMISSION STAFF WORKING DOCUMENT "Report on the Blue Growth Strategy Towards more sustainable growth and jobs in the blue economy" (2017)¹⁵.
- 2017 Inventory of worldwide cross border MSP¹⁶.

1.6. DESCRIPTION OF TASKS TO BE CARRIED OUT BY THE CONTRACTOR

1.6.1. The Steering Group (SC)

The contractor shall work in cooperation and under the supervision of a Steering Group which shall consist, in principle, of staff members of the Commission, EASME, the JRC and other EU Agencies (e.g. INEA, EMSA, EEA) with activities relevant to the study, and shall act as an advisory body for the study. Its role will be to review and comment on the deliverables for each of the

¹¹As defined in Article 3(4) of the EU Directive on Maritime Spatial Planning 2014/89/EU: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0089>

¹² Only one case study per EU MS is permitted.

¹³ https://ec.europa.eu/maritimeaffairs/sites/maritimeaffairs/files/docs/body/economic_effects_maritime_spatial_planning_en.pdf

¹⁴ At the moment of the publication of this call for tenders, this document has not been published yet.

¹⁵ https://ec.europa.eu/maritimeaffairs/sites/maritimeaffairs/files/swd-2017-128_en.pdf

¹⁶ <http://msp-platform.eu/events/global-msp-inventory-available-now-cross-border-msp-study>

tasks, and provide advice on the conduction of tasks yet to be performed. In addition, it may also provide to the contractor any information, advice, documentation and instructions deemed relevant for the study. Members of the SC will be defined at the kick-off meeting and included in the inception report. Its members will participate in the meetings described in section 1.11.1.2 – Intermediate meetings.

1.6.2. Detailed description of the tasks to be carried out by the contractor

1.6.2.1. Task.1: Review of existing literature and methods to be used for analytical work

In accordance to the terms agreed in the Inception Report (see section 1.11.1 "Intermediate outputs and deliverables", below), the contractor shall carry out a **critical review** of existing literature regarding the benefits of MSP to the blue economy. The review shall not only list, but above all analyse each item in terms of the quality and robustness of the methodology and data sources used, and the results obtained (particularly concerning cause-effect relations between MSP and benefits to the sectors), notably through the use of spatial analysis and econometrics.

1.6.2.2. Task.2: Analysis of the outcomes of the literature review

Following Task.1, the contractor shall make its own critical analysis and draw conclusions from the reviewed literature and propose the best methods to be applied for the cases studies (Task 4 "Elaboration of MSP cases studies supported by both structured stakeholder consultations and statistical database", below).

Points to consider may include (This list is non-exhaustive and tenderers are invited to describe which types of conclusions they expect to be able to extract from the literature review):

1. Which benefits are brought by MSP in qualitative terms and which are the impacts of these benefits on the relevant blue economy sectors? Where possible, this should be quantified (e.g. legal and long-term stability, simplification of administrative procedures, reducing transaction costs for maritime activities, including licensing and/or permits costs, new economic value created, etc.). Where there is a lack of quantitative data, this must be pointed out. Which sectors have benefited the most from MSP implementation?
2. Is there any correlation and or link between the degree to which a Maritime Spatial Plan has been elaborated/implemented and is effectively enforced, and the economic (enhanced investment climate) and social (employment) benefits enjoyed by blue economy sectors around that MSP?
3. Are there other links and/or interactions between MSP governance, stakeholder involvement and benefits concretely realised by the blue economy stakeholders? E.g. minimization of socio-economic conflicts, synergies lead to new economic value, etc.
4. Which lessons can be learnt from the literature about the resolution of conflicts between blue economy sectors? Is there any evidence that MSP can deliver economic benefits without negative social and environmental effects?
5. Is there any correlation between other aspects related to the implementation of the MSP? For example: 1) Does the scale of MSP have an effect on the distribution of costs and benefits at geographical level? (e.g. the scale of the MSP may have direct impacts on local economies); 2) Does MSP result in revised legal/technical frameworks? (e.g. shipping lanes could benefit from a revised framework such as appropriate sea room required to avoid collision, creation of buffer zones, improved environmental benefits from shipping rerouting, etc.); 3) Does MSP improve coherence between maritime and terrestrial plans (e.g. increased cooperation and reinforced synergies between sectors)? Can the value of these benefits be quantified? 4) Has the

implementation of MSP resulted in more efficient administration and less administrative burden? Can increased investments in areas covered by maritime spatial plans be linked to a reduction of administrative burden (e.g. streamlined permitting procedures)?

Results, patterns extracted, correlations and any relevant conclusions are to be presented in a clear, concise and easily comparable manner. The size of the sample analysed (e.g. the number, area covered and name of Maritime Spatial Plans included in the reviewed literature) must be indicated each time.

The results shall be presented in a **Literature Review Analysis report**. This report shall be updated on the basis of progress and results from Task 4 "Elaboration of MSP cases studies supported by both structured stakeholder consultations and statistical database" and shall be resubmitted at the end of Task 4.

1.6.3. Task.3: Gap analysis

The contractor shall identify any knowledge gaps relevant to the study regarding benefits from MSP, such as blue economy sectors for which very limited literature exists, and shall propose practical methods to fill these gaps.

The results shall be presented in a **Gap Analysis report**. This report shall be updated on the basis of progress and results from Task 4 "Elaboration of MSP cases studies supported by both structured stakeholder consultations and statistical database" and shall be resubmitted at the end of Task 4.

1.6.4. Task.4: Elaboration of MSP cases studies supported by both structured stakeholder consultations and statistical database.

The contractor shall conduct a series of 5 case studies. Out of those 5 case studies, at least 3 shall cover 3 different EU Members States and shall be on the economic and social (employment) benefits and impacts of MSP. The list and exact number of case studies shall be established based on a draft list provided by the contractor and approved by the Contracting Authority no later than at the first interim meeting (month 5).

This list must reflect the diversity of MSP arrangements and maritime economic activities. Sampling and proposed cases should span, wherever relevant, all the geographical areas as well as maritime sectors considered within the study. They may include areas outside EU if particularly relevant to the study (to be agreed with the Contracting Authority).

Beyond the need to justify the proposed geographical scope for the case studies, the tenderers must also explain and justify the approaches taken in the development of the case studies, for example in case they propose to conduct a full economic analysis on one maritime sector per case study rather than to cover all sectors in each of the case studies. It is left open to the tenderers to propose their own approaches.

The tenderer is encouraged to suggest a list of possible socio-economic data sources that will be used to carry out the cases studies.

In addition to economic and social (employment) benefits, each case study is to include, unless there are technical reasons for a given case not to do it (to be discussed and agreed in advance with the Contracting Authority):

- Spatial cost-benefit analysis of direct economic effects – economic returns from the implementation of a Maritime Spatial Plan (including indirect returns e.g. through local supply chains linked to increased tourism activity or through increased revenue for the local community or reduced red-tape and costs of licensing), compared to the cost of

establishing and monitoring the Maritime Spatial Plan itself, or opportunity costs such as the benefit from activities that have been stopped or reduced due to the instauration of the MSP;

- Contribution of MSP in terms of transaction costs (e.g. administrative costs derived from improved inter-institutional coordination or shorter administrative licenses processes);
- Contribution of MSP to the investment climate (e.g. such as government regulations, government transparency and government accountability, others).
- Economic benefits of transnational cooperation (such as new business opportunities);
- Illustrative figures, maps and graphs of the distribution of different parameters impacting costs and/or benefits (i.e. by maritime sector);
- Other non-economic effects;
- Collection, collation and descriptive analysis of data;
- List of data sources and references.

The case studies should include, as appropriate, stakeholder consultations. The format of the consultations is left open to the contractor to propose, i.e. structured interviews, meetings, small events, etc. These consultations should serve to fill in any data gaps identified in task 1, 2 and 3 and / or confirm / validate the findings of the corresponding case studies.

In terms of format, each case study shall:

- Be presented in an individual format - the case study format is to be proposed by the contractor and approved by the Contracting Authority;
- Include a cover chapter describing the main outcomes (executive summary);
- Include maps and illustrative graphics, including an overview of economic effects per sector;
- All references;
- List of abbreviations;
- List of stakeholders involved in the study¹⁷;

The draft case studies are to be presented to the Contracting Authority for comments before being submitted to the Steering Group for final approval.

1.6.5. Task.5: Organisation of a closing workshop

The contractor shall organise a small workshop, to be held in Brussels, to present the draft overall Study Report (see section 1.11.2 "Final outputs and deliverables", below) to relevant experts who are leaders in this field.

The experts – approximately 10 participants plus the workshop's Chair-person - will be expected to carry out a peer review of the report at the workshop itself. To facilitate the discussions during the peer review the contractor shall make available to the experts, at least 10 working days in advance of the meeting, a copy of the draft overall Study Report. This must be specified

¹⁷ In compliance with EU data protection rules: https://ec.europa.eu/info/law/law-topic/data-protection/data-protection-eu_en

in the invitation to the workshop. The Contractor shall take into account all the reasonable comments given by the experts and include them in the final version of the Study Report. The contractor shall also provide minutes of the workshop summarizing the main outcomes and comments made, to be submitted as a separate annex to the Final Study Report.

In their offer, tenderers should provide an indicative list with their own suggestions on possible experts to be invited for the workshop. This list will be discussed with the Contracting Authority and Steering Group, who will decide on a final list of experts to be invited to the workshop.

The tenderers must also describe in their offers how they intend to technically organise the workshop. The contractor will be responsible for all the logistics related to the workshop, including inviting the experts and Chair-person.

The costs of the workshop: the cost of a venue for the workshop, catering expenses, travel costs, costs of transfers, accommodation, subsistence expenses of the participants shall be covered by the contractor and be included in the financial offer of the tender.

The workshop will be organised, in consultation with the Steering Committee, according to the following criteria:

- Number of participants: approximately 25 participants;
- Language: English
- Duration: 1 day
- Format: to be proposed by the contractor and approved by the Contracting Authority
- Practical organisation:
 - o Provision of a workshop's Chair-person, being an independent expert. The Contracting Authority and Steering Group will be consulted on the person identified for this task and give their agreement.
 - o Invitation of participants and confirmation after validation by the Contracting Authority
 - o Management and reimbursement of travel costs (flight/train ticket plus costs of transfer from airport/station to hotel) and accommodation (hotel), and subsistence expenses for approximately 10 experts plus the workshop's Chair-person.
 - o Documentation: final programme, list of participants, background papers, minutes etc.
 - o Hiring of the venue for the workshop, in a suitable location, taking into account the number of participants (approximately 25) and the structure of the workshop.
 - o Catering during the workshop covering one coffee break, lunch or dinner depending on the agenda, and drinks, in the venue of the workshop, for 25 people approximately.

Model conference: As part of their offer, tenderers shall include an example of organisation of hypothetical workshop. Such a hypothetical workshop must include, at least a "concept note" (max 5 pages in English) of the workshop."

1.7. PERFORMANCE AND QUALITY REQUIREMENTS

The contractor shall put in place a quality management / control / assurance system covering all deliverables to be provided under the contract.

For all the deliverables, tenderers should provide, in addition to conditions laid out in these tender specifications, their own suggestions on additional content.

All draft or final deliverables must be submitted in English. The contractor must ensure that all draft or final deliverables are proof-read and edited by a qualified English native speaker or someone with proofreading credentials and adequate linguistic skills.

See also section 2.1 on the content, structure and graphic requirements of the final report

Failure to comply with this language-quality requirement may lead to the refusal of the deliverables by the Contracting Authority. Repeated failure by the contractor to deliver at the required level of English, may lead to liquidated damages being applied in accordance with Article II.12 of the standard service contract.

1.8. STARTING DATE OF THE CONTRACT AND DURATION

It is expected that the contract is signed approximately in September 2018.

The contract shall enter into force on the date on which it is signed by the last contracting party. The duration of the tasks shall be 15 months from that date. The execution of the tasks shall not start before the contract has been signed. The work, including meetings and reports, should follow the indicative timetable detailed in section 1.11.4, below.

1.9. PLACE OF PERFORMANCE

The tasks are to be performed at the premises designated by the contractor, with the exception of the EASME or the European Commission's premises. The meetings with the Steering Group, the Commission and the Contracting Authority, as foreseen under section 1.11.1 below, will be held in Brussels.

Besides these meetings the Contracting authority might require the contractor to organise virtual meetings by video conference or by means of collaborative software tools¹⁸.

1.10. VOLUME OF THE MARKET

The total maximum amount for the execution of all the tasks referred to in this call for tenders is EUR 500 000. This total maximum amount includes all charges (including travel, accommodation, subsistence expenses, the costs of the workshop) and excludes any renewals. No offer above this amount will be considered.

1.11. PLANNING, OUTPUTS, DELIVERABLES AND MEETINGS

The contractor must provide the required deliverables and reports in accordance with these tender specifications and the conditions of the standard service contract.

When requested in the contract, the deliverables and reports will accompany the invoices for payments.

¹⁸ The contractor shall ensure that it can organise and conduct such meetings, in particular by using tools and products compatible with the Commission and EASME's information technology environment.

Each deliverable (a report or other document) must be submitted in English, in 2 copies, in paper version.

Each deliverable (a report or other document) must also be submitted by email, in English, in electronic format compatible with Microsoft Office (Word, Excel) and PDF.

The following list shows the expected results in concise and approximate terms, so as to give a general idea of what will be requested from the contractor.

List of deliverables expected:

1. Inception report
2. Literature review – Task 1
3. Analysis report of literature review– Task 2
4. Gap analysis report – Task 3
5. Report with results of the stakeholder consultations, distinguishing between the results and conclusions of consultations by group of stakeholders– Task 4
6. Revised deliverables of Tasks 1, 2 and 3, following the execution of Task 4.
7. Five Case study reports– Task 4
8. Organisation of a closing workshop and a summary to be annexed to the final Study Report – Task 5
9. Draft and Final Study Report
10. Draft and Final abridged versions for the general professional public of the Study Report

1.11.1. Intermediate outputs and deliverables and intermediate meetings

1.11.1.1. Intermediate outputs and deliverables

a) Inception report

An inception report shall be submitted within 1 month from the signature of the contract.

The inception report shall take into account the outcomes of the kick-off meeting and shall include details on how the study will be carried out, including a detailed time-table, tasks and methodology.

It must include a list of blue economy sectors to be investigated, and a proposal for five MSP case studies. It must also take into account comments raised by the Steering Group and the Contracting Authority at the kick-off meeting.

The contractor may not proceed with the study without the approval of the inception report by the Contracting Authority.

b) Deliverables of tasks 4

The deliverables for task 4 shall be submitted within 9 months from the signature of the contract.

The submission of the deliverables for task 4 shall be accompanied by the invoice for interim payment of maximum 50% of the total value of the contract. The Contracting Authority shall pay within 60 days from receipt of the invoice against approval of deliverables of task 4 provided all previous deliverables have also been accepted. If the Contracting Authority has observations to make, it must send them to the contractor and suspend the time limit for payment of the received invoice. The contractor shall have 15 days to revise the deliverables for task 4 and to incorporate the comments made by the Contracting Authority and by the Steering Group.

c) Draft Study Report

The draft Study Report and its draft abridged version shall be submitted within 12 months from the signature of the contract.

The contractor shall produce a **draft Study Report** which shall consolidate the results from Tasks 2, 3 and 4; and relevant results from Tasks 1 and 5. This report must cover at least all the outcomes mentioned under section 1.6, above.

In addition, the contractor must provide a draft abridged version of this report written in a public-friendly journalistic manner (using simplified terminology, but not simplified in content) intended for communication purposes towards the wider maritime community and professionals.

Both documents must be submitted to the Steering Group and the Contracting Authority for comments and revision. The contractor may not start the draft Study Report nor its draft abridged version without the approval of the deliverables related to Tasks 1 to 5 by the Contracting Authority.

1.11.1.2. Intermediate meetings

In addition to the inception and draft study report the following list of meetings will be organised:

Kick-off meeting

A kick-off meeting shall take place within 15 days of the signature of the contract.

A kick-off meeting will be held in Brussels between the contractor, the Steering Group and the Contracting Authority, where core elements of the study will be discussed. At the meeting, the Contracting Authority will make available any documentation it has in its possession which is considered to be necessary for the study, including those mentioned under section 1.5, above.

The outcomes of the meeting shall be taken into account in the inception report.

After the kick-off meeting, the contractor shall send the draft minutes within 7 calendar days.

First interim meeting

A first interim meeting shall take place within 5 months of the signature of the contract.

The first interim meeting shall be organised between the contractor, the Steering Group and the Contracting Authority after the completion of Task 3: The contractor shall present the results and deliverables for Tasks 1, 2 and 3, which will be reviewed at the meeting. The contractor shall make the necessary amendments according to comments raised and changes/additions requested.

The contractor may not proceed with the study without the approval of Tasks 1, 2 and 3, by the Contracting Authority.

The interim meeting shall also discuss which external bodies or experts are to be contacted for Task 4 and how this will be organised in practice, as well as the other details for the elaboration of the case studies (see section 1.6.4: Task 4: Elaboration of MSP cases studies supported by both structured stakeholder consultations and statistical database, above).

After the first interim meeting, the contractor shall send the draft minutes within 7 calendar days.

Second interim meeting

A second interim meeting shall take place within 10 months of the signature of the contract.

A second interim meeting shall be organised between the contractor, the Steering Group and the Contracting Authority after the completion of Task 4.

The contractor shall present the results and deliverables for Task 4, and updated versions of the deliverables from Tasks 1, 2 and 3, which will be reviewed by the Steering Group. The contractor shall make the necessary amendments according to comments raised and changes/additions requested.

The contractor shall also provide a final draft list of the 5 case studies (Task 4) which will be discussed and finalized at the meeting.

The contractor may not proceed with the organisation of the workshop (Task 5) without the approval of the deliverables for Task 4, and the updated deliverables for Tasks 1, 2 and 3 by the Contracting Authority.

After the second interim meeting, the contractor shall send the draft minutes within 7 calendar days

1.11.2. Final outputs and deliverables

A final Study Report shall be submitted within 15 months from the signature of the contract.

Tenderer's attention should be paid to the fact, that this study must provide the Contracting Authority with a reliable list of studies, data, information sources and relevant critical analyses and assessments, which the Contracting Authority and the Commission shall be able to use for policy-making. Therefore the final Study Report shall be accompanied by a bibliographic database compiling all the relevant documents reviewed in the context of the study, such academic literature, scientific articles, reports, etc. The database will be established in a format

(e.g. BiBTeX, RIS, Endnote) compatible with bibliographic tools (e.g. Endnote, Mendeley, Zotero).

In addition to that the final Study Report must provide at least the following outcomes:

1. A synopsis ranking:
 - which type of benefits are the most frequent;
 - which blue economy sectors benefit the most from MSP;
 - which stakeholders have benefited from MSP;
 - which socio-economic gaps ought to be tackled in terms of priority for future analysis.
2. A synopsis of the literature pieces which are the most relevant and rigorous in terms of quality of investigation, methodology (thorough examination and calculations) and reasoning for the Contracting Authority and the Commission to use with confidence as sources;
3. A critical analysis of existing cost-benefit analysis studies which have been done on MSP, including a list of conclusions drawn from these studies and their critical assessment;
4. A critical analysis on how key aspects of MSP approaches correlate to the quantity and quality of benefits for blue economy sectors;
5. A list and analysis of alternative, additional and indirect benefits of MSP to economic activities. Any good practices should be identified;
6. A list and critical review of identified MSP good practices of governance. This is to include:
 - practical examples of resolution of conflicts, such as between blue economy sectors/stakeholders (e.g. due to competition for space/resources), or when different blue economy stakeholders have opposing attitudes to an MSP (one benefits from it and the other perceives a negative impact);
 - good practice examples of successful stakeholder involvement in MSP management and local governance, including where interests of the blue economy sectors are taken into account when defining the MSP management regime and setting up the administrative structures;
 - good practice examples of successful stakeholder buy-ins and the reasons for success, and;
 - Identification and evaluation of any lessons to be learnt (including from less successful practices and cases) and which cases could be replicable, explaining the reasons why. The review must be contextualised, in the sense that, wherever relevant, local context is highlighted – a good practice in one particular context may not be a good practice in another.
7. A list and critical review of good practices in converting *potential* benefits from MSP into *actual* (measurable and monetized) economic and social (employment) benefits for stakeholders and local communities. The contractor must clearly identify which cases could be replicable and explain the reasons why.

8. A critical analysis of:

- how the blue economy stakeholders view MSP,
- what is their uptake of the tools offered by MSP and,
- what could be done (if this is considered necessary) to modify perceptions and improve dialogue between them and the entities and authorities responsible for MSP.

This critical analysis shall take into account the outcome of stakeholder consultations and, where relevant, the case studies. **The final Study Report** shall consolidate the draft study report based on the outcomes of the closing workshop (section 1.6.5, task 5, above) and the comments from the Steering Group and Contracting Authority to the draft Study Report, either by following them precisely or by explaining clearly why it has not done so. It will include as annexes the summary of the workshop (deliverable of task 5) and the final abridged version of the final Study Report.

The Contracting Authority must approve the final Study Report and pay within 60 days from receipt of the invoice. If the contracting authority has observations to make, it must send them to the contractor and suspend the time limit for payment. The contractor shall have 30 days to revise the final report to incorporate the comments made by the Contracting Authority.

1.11.3. Indicative timetable

The tenderer shall propose in its offer a detailed work plan which clearly indicates the sequences and timing of the work. It shall take into consideration the following time-table elements:

Timetable (months/weeks/days)	Meetings	Actions/Deliverables
Signature of the contract (T0)		Start date of the contract
15 days from T0	Kick-off meeting	Fine tuning of the indicative timetable. Discussion on the core elements of the study. Minutes one week after the meeting.
Within Month 1 from T0		Submission of the inception report.
Month 1 from T0		Contracting Authority and Steering Group comments on the inception report.
Month 1.5 from T0		Contracting Authority approves the revised inception report.
Month 5 from T0		Submission of the deliverables for Tasks 1 (Literature review), 2 (Analysis report of literature review) and 3 (Gap analysis report).
Month 5 from T0	First interim meeting	Contracting Authority and Steering Group comments on the deliverables for Tasks 1, 2 and 3. Minutes one week after the meeting.
Month 6 from T0		Contracting Authority approves the revised deliverables for Tasks 1, 2 and 3.
Month 9 from T0		Submission of the deliverables for Task 4: <ul style="list-style-type: none"> • Report with results of the stakeholder consultations, distinguishing between the results and conclusions of

		consultations by group of stakeholders; • 5 case study reports. Submission of the invoice for the interim payment
Month 9 from T0		Revised deliverables of Tasks 1, 2 and 3, following the execution of Task 4.
Month 10 from T0	Second interim meeting	Contracting Authority and Steering Group comments on the deliverables for Tasks 1, 2, 3 and 4. Minutes one week after the meeting.
Month 10.5 from T0		Contracting Authority approves the deliverables for Tasks 1, 2, 3 and 4.
Month 12 from T0		Submission of the draft Study Report Submission of the draft abridged version of the Study Report.
Month 13 from T0		Contracting Authority and Steering Group comment on the draft Study Report and its draft abridged version.
Month 13.5 from T0	Closing workshop (Task 5)	Submission of the minutes of the workshop summarizing the main outcomes and comments made, to be submitted as a separate annex to the final Study Report.
Month 15 from T0		Submission of the final Study Report. Submission of the abridged version of the final Study Report. Submission of the invoice for a payment of the balance.

1.12. INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights related to the services/studies are foreseen in clauses I.10, I.14, I.15 and II.13 of the service contract.

Parts of results pre-existing the contract

If the results are not fully created for the purpose of the contract this should be clearly pointed out in the tender. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

Plagiarism in the tender

In the tender all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

2. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE DELIVERABLES

The contractor must deliver the study as indicated below.

2.1. CONTENT

2.1.1. Final Study Report

The final Study Report must include:

- ✓ Final Study Report in English;
- ✓ Abridged version of the final Study Report, in English;
- ✓ Minutes of the closing workshop summarizing the main outcomes and comments made, as an annex to the final Study Report, in English.
- ✓ an abstract of no more than 200 words and an executive summary of maximum 6 pages in English;
- ✓ a short summary of no more than 10 pages for wider communication purposes in English
- ✓ specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- ✓ the following disclaimer:

"The information and views set out in this study are those of the author(s) and do not necessarily reflect the official opinion of EASME or of the Commission. Neither EASME, nor the Commission can guarantee the accuracy of the data included in this study. Neither EASME, nor the Commission or any person acting on their behalf may be held responsible for the use which may be made of the information contained therein."

2.1.2. Publishable executive summary

The publishable executive summary must be provided in both in English and French and must include:

- ✓ specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- ✓ the following disclaimer:

"The information and views set out in this study are those of the author(s) and do not necessarily reflect the official opinion of EASME or of the Commission. Neither EASME, nor the Commission can guarantee the accuracy of the data included in this study. Neither EASME, nor the Commission or any person acting on their behalf may be held responsible for the use which may be made of the information contained therein."

2.1.3. Requirements for publication on Internet

EASME is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. EASME supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on the Commission policy on accessibility for information providers, see: http://ec.europa.eu/ipg/standards/accessibility/index_en.htm

For the publishable versions of the study, abstract and executive summary, the contractor must respect the W3C guidelines for accessible pdf documents as provided at: <http://www.w3.org/WAI/>.

2.1.4. Structure

It is expected that the contractor will make a proposal on how to structure the final Study Report. This proposal will be discussed with the Contracting Authority and the Steering Committee.

2.1.5. Graphic requirements

The contractor must deliver the study and all publishable deliverables in full compliance with the corporate visual identity of the European Commission, by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo. The graphic rules, the Manual and further information are available at:

http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm

A simple Word template will be provided to the contractor after contract signature. The contractor must fill in the cover page in accordance with the instructions provided in the template. The use of templates for studies is exclusive to EASME contractors. No template will be provided to tenderers while preparing their tenders.

3. INFORMATION ON TENDERING


3.1. PARTICIPATION

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement¹⁹.

States covered by the Public Procurement Agreement concluded within the World Trade Organisation are not included in this call for tenders as the Executive Agencies are not signatories of the Agreement.

In the case of a joint tender (see section 3.4), each member of the group must be in the conditions to have access to this procurement procedure.

 For British candidates or tenderers:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.

¹⁹ Third countries with a special agreement in the field of public procurement that have been given access to procurement procedures of the Union institutions, agencies and bodies regardless of the value of the purchase are: Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia (FYROM), Montenegro, Serbia; Iceland, Liechtenstein and Norway.

3.2. CONTRACTUAL CONDITIONS

The tenderer should bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

3.3. COMPLIANCE WITH APPLICABLE LAW

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU²⁰.

Information about the environmental policy of EASME is provided in Annex 9 to these specifications.

3.4. JOINT TENDERS

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact ("the leader") for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

3.5. SUB-CONTRACTING

Subcontracting is the situation where a contract has been or is to be established between the contracting authority and a contractor/tenderer only and where the contractor or tenderer, in order to carry out that contract, enters into legal commitments with other entities for performing parts of the contract. The contracting authority has no direct legal commitment with the subcontractor(s). In practice, any third party involved in the contract implementation which has no legal link with the contracting authority but with the contractor will be considered as subcontractor (e.g. any other company which does not participate in the contract execution but provides financial capacity). The rules of access to this procurement procedure (section 3.1 Participation, above) do not apply to subcontractors.

Subcontracting is permitted but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

Tenderers are required to identify all subcontractors whose share of the contract is above 20% or whose capacity is necessary to fulfil the selection criteria.

3.6. COSTS

Tenderers themselves will bear the costs of drawing up their tenders and EASME will not be liable to pay any compensation if a tender is rejected or if it decides not to select any tender.

²⁰ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

3.7. CONTENT OF THE TENDER

- The tenders must be presented as follows:
- Part A: Identification of the tenderer (see Section 3.8, below)
- Part B: Non-exclusion (see Section 4.2, below)
- Part C: Selection (see Section 4.3, below)
- Part D: Technical offer (including Annex 6, below)

The technical offer must cover all aspects and tasks required in the tender specifications (see section 1 - Technical specifications) and provide all the information needed to apply the award criteria (see section 4.4 - Award criteria).

The maximum length of the Technical offer will be 60 pages.

Offers deviating from the requirements or not covering all minimum requirements may be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

For the appraisal, the written submission shall include a clear and detailed description of the organisation, resources and methodology proposed. The tenderers will provide a practical and detailed description of the human, technical and organisational resources and services proposed to achieve the objectives and results set out in Sections 1.3, 1.4, 1.6, 1.7 and 1.8 above.

- Part E: Financial offer (including Annex 7- Financial offer)

The financial offer should be presented in a form of Annex 7 duly filled in, dated and signed.

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The quoted price must be a fixed amount which includes **all charges** (including travel costs, accommodation, subsistence expenses, the costs of the workshop). Travel costs, accommodation, subsistence expenses, the costs of the workshop are not refundable separately.

Any information about the price should be included only in part E: Financial offer and its Annex 7.

3.8. IDENTIFICATION OF THE TENDERER: LEGAL CAPACITY AND STATUS

The tender must include a cover letter (Annex 2 - Letter of submission of tender) presenting the name of the tenderer (including all entities in case of joint offer) and identified subcontractors if applicable, and the name of the single point of contact (leader) in relation to this procedure.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with powers of attorney (Annex 4 - Power of attorney). The signed powers of attorney must be included in the tender as well. Subcontractors that are identified in the tender must provide a letter of intent (Annex 5 - Letter of intent for sub-contractors) signed by an authorised representative stating their willingness to provide the services presented in the tender and in line with the present tender specifications.

The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC²¹. This information is used for statistical purposes only.

In the course of this tender procedure the EU Validation Services may contact tenderers via the *Participant Register* and ask for supporting documents with respect to the legal existence and status. Please note that a request for supporting documents in no way implies that the tenderer has been successful.

Nevertheless, the Contracting Authority may ask, in the course of the procedure, for complementary supporting documents, other than those requested by the EU Validation Services. Such complementary documents may be asked so as to complete the checks on the compliance of successful entities with the selection criteria and/or to ensure that the entity is not in one of the exclusion situations referred to in this call for tenders.

4. EVALUATION AND AWARD

4.1. EVALUATION STEPS

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- ✓ Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- ✓ Selection of tenderers on the basis of selection criteria
- ✓ Verification of compliance with the minimum requirements set out in these tender specifications
- ✓ Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The Contracting Authority will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

4.2. VERIFICATION OF NON-EXCLUSION

All tenderers must provide a declaration on honour (Annex 3 - Declaration on honour), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

²¹ OJ L 124/36, 20.05.2003

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, any subcontractors whose share of the contract is above 20 % or whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The contracting authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender and to all subcontractors whose share of the contract is above 20 % or whose capacity is necessary to fulfil the selection criteria.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

4.3. SELECTION CRITERIA

Tenderers must prove their legal, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

4.3.1. Declaration and evidence

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 3 - Declaration on honour), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them. In case of joint tender or subcontracting, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment.

This declaration is part of the declaration used for exclusion criteria (see Section 4.2) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the declarations on honour (Annex 3) and the information included in the tables in Annex 2.1. – Statement of turnover and Annex 2.2 - Technical capacity, both fully completed. Nevertheless, it reserves the right to require (additional) evidence of the legal, financial and economic, and technical, and professional capacity of the tenderers at any time during the procurement procedure and contract performance. In such case the tenderer must provide the requested evidence without delay. The Contracting Authority may reject the tender if the requested evidence is not provided in due time.

After contract award, the successful tenderer will be required to provide the necessary evidence before signature of the contract and within a deadline given by the Contracting Authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

4.3.2. Legal and regulatory capacity

This section is not applicable to this call for tenders.

4.3.3. Economic and financial capacity criteria

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove its capacity, the tenderer must comply with the following criterion: Its average annual turnover for the last two years for which the accounts have been closed²² shall amount to at least one and a half times the volume of the market as specified in section 1.10 of these tender specifications. This criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender and identified subcontractors.

To this effect tenderers are requested to submit a Statement of Turnover in accordance with Annex 2.1 – Statement of turnover of these tender specifications completed with the information requested.

The following evidence (only in electronic version or link to website) will also be provided with the tender:

- ✓ Copy of the Profit and Loss accounts for the last two years for which the accounts have been closed from each concerned legal entity;

Failing that,

²² In the case of joint tender or identified sub-contractors, the turnover must be provided for the same two years for all the members of joint tender and identified subcontractors.

- ✓ Appropriate statements from banks;
- or
- ✓ Evidence of professional risk indemnity insurance.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification. The Contracting Authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

4.3.4. Technical and professional capacity criteria and evidence

Tenders must provide in their tender the table in Annex 2.2 – Technical capacity of these tender specifications, exhaustively completed with all the necessary information.

The evidence A1, A2, A3, A4, A5 and B1, B2, B3 and B4 should be a part of the submitted offer.

A. Criteria relating to tenderers:

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below.

The project references indicated below consist in a list of relevant services provided in the past three (3) years, with the sums, dates and clients, public or private, accompanied by statements issued by the clients.

Criteria	Evidence
✓ Criterion A1: The tenderer must prove experience in the field of conducting and managing projects at the EU and international level (outside the EU).	✓ Evidence A1: The tenderer must provide references for at least 2 completed projects delivered at these 2 geographical scope levels in the last 3 years with a minimum value for each project of € 300.000.
✓ Criterion A2: The tenderer must prove experience in field of socio-economic impact analysis of public policies.	✓ Evidence A2: <ul style="list-style-type: none"> • The tenderer must provide references for at least 2 projects (economic impact analysis or public policy cost-benefit analyses) conducted in the last 3 years in which the tenderers held a significant role (not just a purely administrative role). • The tenderer must provide references for at least 2 publications containing a socio-economic impact analysis, preferably in the maritime domain, published within the last 3 years.
✓ Criterion A3: The tenderer must prove experience in the field of spatial economics including data collection and collation and spatial cost-benefit analyses.	✓ Evidence A3: The tenderer must provide references for at least 2 projects (spatial economics or spatial cost-benefit analyses) conducted in the last 3 years in which the tenderer held a significant role.
✓ Criterion A4: The tenderer must prove capacity to work in the official languages	✓ Evidence A4: the tenderer must provide references for at least 2 completed projects delivered in the last 3 years

of the countries where the 5 case studies will be conducted.	showing the necessary language coverage (different from English) adapted to projects requirements.
✓ Criterion A5: The tenderer must prove capacity to drafts reports and recommendations in English.	✓ Evidence A5: the tenderer must provide one document of 10-50 pages (report, study, etc.) in English that it has drafted and published or delivered to a client in the last 3 years. The verification will be carried out on 5 pages of the document.

Any tenderer with a professional conflict of interest will be rejected on the basis not fulfilling selection criteria for professional capacity.

B. Criteria relating to the team delivering the service:

The team delivering the service should include, as a minimum, the following profiles. In addition to the minimum profiles, a tenderer may add other profiles to the team. It should also explain the role and the involvement concerning the task requested by this call for tenders.

Evidence will consist in CVs²³ of the members of the team responsible to deliver the service (including those working for identified subcontractors). Each CV should indicate the intended function in the delivery of the service.

A detailed CV must specify:

- Educational and professional qualifications and experience in areas relevant to the subject of these tender specifications;
- Different diplomas or degrees obtained;
- Level of the languages spoken²⁴.

The contractor shall ensure that the staff members listed in the technical offer are effectively available and assigned to the project when it begins.

Criteria	Evidence
✓ Criterion B1 - Project leader: At least 5 years' experience in project management, including overseeing project delivery, quality control of delivered services, client orientation and conflict resolution experience in project of a similar size (at least € 300.000) and geographical coverage, with experience in management of team of at least 8 people.	✓ Evidence B1 - CV
✓ Criterion B2 - Language quality check: <ul style="list-style-type: none"> • At least 3 members of the team, together, should have at least C1 level²⁵ of the languages of all the countries where the 5 case studies will be conducted. 	✓ Evidence B2 – CV and language certificate or past relevant experience, or mother tongue.

²³ http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1

²⁴ <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

²⁵ in the Common European Framework for Reference for Languages : http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp

<ul style="list-style-type: none"> In addition at least 1 member of the team should have English native proficiency and experience in editing and proofreading. 	
✓ Criterion B3 – An expert in the field of socio-economic impact analysis for maritime sectors with at least 10 years of professional experience. Relevant higher education degree or equivalent professional experience and at least 5 years' professional experience in the field.	✓ Evidence B3 – Educational degree and/or CV
✓ Criterion B4 - Team for analysis and collection of data: a team of at least 2 experts should have knowledge and proven professional experience of at least 3 years in spatial statistics and spatial economics.	✓ Evidence B4 – CV

4.4. AWARD CRITERIA

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

Tenders that receive less than 60% of the maximum possible mark for the whole quality evaluation or less than 50% for each of the quality criteria for one of the quality criteria will be eliminated and their final score will not be calculated. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

Award criteria	Maximum possible mark	Minimum possible mark
Criterion 1 - Quality of the proposed methodology. This criterion will assess: <ul style="list-style-type: none"> ✓ The soundness of the approach and methods proposed for developing and determining the economic impact and cost-benefits analysis of Maritime Spatial Plans; ✓ The extent to which the offer takes into account other possible relevant types and sources of MSP economic impacts; ✓ The relevance of the Maritime Spatial Plans proposed as cases studies ✓ The proposed method to fill any data gaps encountered during the study, detailing whether this involves new surveys or research and what these will consist of. 	40 points	20 points
Criterion 2 - Organisation of the work and resources: <ul style="list-style-type: none"> ✓ This criterion will assess how the roles and responsibilities of the proposed team and of the different economic operators (in case of joint tenders, including identified subcontractors, if applicable) are distributed for each task and to which extent the allocation of time and human and technical resources 	30 points	15 points

<p>is adequate for the work. This will be assessed on the basis of the descriptions that will be provided for each of the tasks required for this study (see section 1.4 and 1.6), including developing at least 1 performance indicator per task: including global allocation of time and human resources - expressed as proportion (%) of total project effort - to the project and to each task and deliverable and specification of work per economic operator.</p> <p>Details concerning the allocation of time and human resources should be provided as part of the technical offer, i.e. the allocation should be indicated for each task and should specify the role, the names and the estimated number of days/units for each expert (member of the team).²⁶</p> <p>Project management must be covered in a separate description and should also include how continuity of the service will be ensured in case of absence of a core member of the team. How it will be ensure that the organisation and management of the team and work allows to meet deadlines and provide deliverables in a timely manner and to manage potential risks and delays.</p>		
<p>Criterion 3 - Quality control measures</p> <p>✓ This criterion will assess the quality control system applied to the service foreseen in these tender specifications concerning the quality of the deliverables (notably the proposed methods for collection and analysis of data), the quality of data and the language quality check both in terms of English language quality and the expected style. The quality system should be detailed in the tender and specific to the tasks at hand. A general, unadapted to the tasks, quality system will result in a low score.</p>	30 points	15 points
	100 points	60 points

4.5. RANKING OF TENDERS

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 70/30 is given to quality and price.

score for tender X	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	100	*	price weighting (in 30%)	+	total quality score (out of 100) for all award criteria of tender X	*	quality criteria weighting (in 70%)
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The tender ranked first after applying the formula will be awarded the contract.

²⁶ This is not a request for a budget, as the budget should be only part of the financial offer.

4.6. INFORMATION TO TENDERERS ON THE FINAL EVALUATION

EASME will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

EASME will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

5. ANNEXES

The following documents are annexed to these specifications and form an integral part of them:

Annex 1: Draft service contract (for information)

Annex 2: Letter of submission of tender (to be filled in and signed by the tenderer)

- Annex 2.1. – Statement of turnover
- Annex 2.2. – Technical capacity

Annex 3: Declaration on honour (exclusion and selection criteria)

Annex 4: Power of attorney

Annex 5: Letter of intent for sub-contractors

Annex 6: Technical tender form

Annex 7: Financial offer (price and breakdown of costs)

Annex 8: Checklist for Submission

Annex 9: EASME's Environmental Policy