



**ESPON 2013 Programme**

**Terms of Reference**

**UPDATE OF THE ESPON HYPERATLAS  
(2013/3.5/09/HyperAtlas)  
(2009)**

**Technical and Administrative Terms and Conditions**

**Implementation Framework: The ESPON 2013 Operational Programme  
Adopted by European Commission  
Decision C(2007) 5313 of 7 November 2007**

## **Part I      Technical Terms and Conditions**

### ***I.1 Context***

The ESPON 2013 Programme is financed under Objective 3 of the Structural Funds for the period 2007-2013. The overall aim of the ESPON 2013 Programme is “(...) *to support policy development in relation to the aim of territorial cohesion and a harmonious development of the European territory by (1) providing comparable information, evidence, analyses and scenarios on territorial dynamics and (2) revealing territorial capital and potentials for the development of regions and larger territories contributing to European competitiveness, territorial cooperation and sustainable and balanced development.*”

The ESPON 2013 Programme will carry through activities in 5 priorities at programme level:

1. Applied research on territorial development, competitiveness and cohesion: Evidence on territorial trends, perspectives and policy impacts
2. Targeted analysis based on user demand: European perspective to the development of different types of territories
3. Scientific platform and tools: Territorial indicators and data, analytical tools and scientific support
4. Capitalisation, ownership and participation: Capacity building, dialogue and networking
5. Technical assistance, analytical support and communication

The ESPON 2013 Programme covers the entire territory of the 27 EU Member States, plus the ones of Iceland, Norway, Switzerland and Lichtenstein as Partner States. Thus, the work to be carried out within the framework of the contract will cover the entire area of the European Union and the territory of the four mentioned Partner States.

As in the previous programming period, there is only one Managing Authority (the Ministry of Interior and Spatial Development of the Grand Duchy of Luxembourg), which is responsible for organising and launching calls for tenders under a public procurement procedure and for the search for a third party that will perform the task described in the Special Technical Terms and Conditions.

This contract is foreseen in the framework of Priority 3 on scientific platform and tools.

### ***I.2 Thematic scope***

As it is stated in the ESPON 2013 Operational Programme, “(...) *in keeping the ESPON knowledge up to date a number of targeted actions updating indicators, maps and corresponding tools are previewed.*” In particular, “(...) *progress on the scientific platform shall continue by consolidating, maintaining and updating of existing tools, including core indicators, maps and scientific methods*”.

In fact the scientific platform and analytical tools represent a core element in the knowledge base of ESPON for the preparation of effective territorial policies. Tools for territorial

analysis are necessary for the application and use of data for policy, strategy and planning formulation.

Tools development within ESPON 2013 shall be targeted to the use of policy makers and practitioners at all administrative levels (including cross-border and transnational groupings) and will enable the use of information and data by these particular groups of stakeholders (or participatory approach for the elaboration of policy, development strategies and plans). They will be made available via the ESPON website, and will also be at the disposal of the general public, including researchers and university students, thereby contributing to the formation and consolidation of a European research field on territorial development and cohesion.

In this sense it is important to maintain, develop and expand the existing scientific platform and analytical tools resulting from the ESPON 2006 Programme, particularly the ESPON HyperAtlas. The HyperAtlas indeed has shown to be a useful tool for people working or interested in the topic of European territorial development. Both the European Parliament and the European Environmental Agency have shown user interest.

The ESPON HyperAtlas tool has been initially elaborated for ESPON 2006 (under Project 3.1 and subsidiary contracts) and there is now the opportunity to further develop this tool and to consider the incorporation of new functionalities. Therefore, the ESPON Monitoring Committee (ESPON MC) at its meeting on 29-30 April 2008 approved to carry out a service contract to update and improve the ESPON HyperAtlas.

### ***I.3 Services Requested***

The tasks of updating the ESPON HyperAtlas should comprehend:

#### *I.3.1 Web Version of the HyperAtlas*

A web application of the ESPON HyperAtlas should be developed replacing the current downloadable application. This means that the current Java stand-alone application should be transformed in the shape of an applet (heavy client/passive server). This applet will be downloaded automatically from the server (on the ESPON Web site) by the Web browser of the end-user at the moment the end-user approaches the tool.

The advantages of having a web version of the HyperAtlas are:

- (a) End-users can access the tool through their favourite Web browser without installing it on their computer.
- (b) End-users will always have access to the most updated issued version of the software (new functionalities) and datasets (.HYP files).

The access to the web version of the HyperAtlas should be integrated in the ESPON 2013 Programme website. Therefore good cooperation with the contractor dealing with the ESPON web service should be made.

### *1.3.2 Integration of a Time Dimension*

Besides the spatial and thematic dimensions, which are already included in the HyperAtlas, a time dimension should be introduced. This time dimension will enable the user to visualise the changes over time in relation to a certain indicator. The end-user should be able to freeze one map for a given time  $t_1$  and visualize the evolution of the indicator over time in another map.

As a first step, the time dimension should be introduced in 3 main thematic areas: economy, transport and demography.

### *1.3.3 Extension of “Area and Zoning”*

An improved version of the HyperAtlas should integrate the following aspects considering new study areas and new elementary zoning:

- (a) New study areas should be integrated. This would make it possible to analyse separately subparts of the European territory for a specific purpose. The new study areas to be integrated are: ESPON space, INTERREG areas, Pan-European countries and Priority 2 study areas.
- (b) The user should be able to define a study area based on the countries and/or regions present. This could be done by presenting the list of countries and/or regions currently present after which the end-user can mark one or more countries and/or regions and include them in the study area. The end-user will then be able to save this new study area as a local .HYP-file.
- (c) Considering the integration of study areas that are not contiguous, such as the specific types of territories mentioned in the Lisbon Treaty, a proposal should be made on the best way to present a cartographic map of deviation for these. Based on this proposal the ESPON CU will decide how this should be integrated in future improvements of this tool.
- (d) New elementary zoning should be integrated. This would make it possible to also analyse specific areas, such as cross-border regions or study areas of Priority 2 projects. The elementary zonings to be integrated are: LAU1 and LAU2.

### *1.3.4 New Contexts for Deviation (e.g. Distance-Time)*

The contractor is asked to update the contexts of deviation based on distance-time by road (“less than 2 hours”, “less than 4 hours”, etc.) to NUTS2006 regions. Budget for this update should be covered by the tenderer.

Related to the “Contexts for the Deviation” and a possible extension of the HyperAtlas to a global scale, the naming of “Global Deviation” should be renamed to the most relevant study area under consideration: “European Deviation”. Other, better suggestions can be discussed.

### *1.3.5 Integration of spatial economic analysis methods*

The main objective is to introduce two new “visualization windows” in the HyperAtlas that visualise results in the fields of more advanced analysis. These two windows should make the following possible:

- (a) The first window should present and graphically visualise the non-spatial statistical indexes: variance, correlation coefficient and the Lorenz curve together with the Gini coefficient and the Hoover index (see annex, figure 1) and the (weighted) coefficient of variation. These indexes should be visualised in such a way that the scale in which the differences or inequalities are the most significant can be identified. For the Hoover-Gini measures this should be a map indicating which regions could gain or benefit from redistributions (see annex, figure 2).
- (b) The second window should present and graphically visualise spatial autocorrelation (Moran’s I) (see annex, figure 3). Based on this index it should be possible to indicate the size and location of homogeneous areas (groups of territorial units located at the same level) and visualise these in the map. The user should be able to indicate the type of distance (contiguity or Euclidean distance).

### *1.3.6 Data-integration tool for the HyperAtlas*

The data used in the HyperAtlas is stored in specific files (.HYP) separate from the application HyperAtlas. The .HYP files are based on a specific format (mixing statistics and geometry) which does not allow extracting information directly. Basically, the generation of .HYP files is performed by the HyperCarte Research Group using data from the ESPON Database.

Considering that the ESPON HyperAtlas should be continuously updated and completed with new datasets from the ESPON database, a separate integration tool should be developed that imports geometrical data (MIF / MID files) and/or statistical data (.xls files) and transform them into .HYP files. This integration tool will enable ESPON and authorized users to produce and integrate new datasets themselves, including datasets for specific study areas relevant for Targeted Analysis, for the HyperAtlas.

### *1.3.7 New and updated .HYP-files*

The .HYP-files of the current version of the HyperAtlas cover the previous ESPON space (EU27). These .HYP-files should be extended with at least:

- Norway, Switzerland, Iceland and Liechtenstein
- Pan-European countries
- 5-10 indicators covering, as much as possible, subjects which are relevant for ESPON and are dealt with by the ESPON projects
- Data and indicators covering multiple years

Additional .HYP-files should be added, covering as much as possible the following Priority2 study areas:

- CAEE study area (Draft Final Report to be expected at 5 April 2010)
- EUROISLAND study area (Draft Final Report to be expected at 5 May 2010)
- METROBORDER study area (Draft Final Report to be expected at 31 October 2010)
- SURE study area (Draft Final Report to be expected at 5 April 2010)
- SS-LR study area (Draft Final Report to be expected at 4 May 2010)

The .HYP-files covering the Priority2 study areas should include as much as possible the indicators and data resulting from these projects.

### *1.3.8 The HyperAtlas interface*

The user interface of the HyperAtlas should be adapted according to the following aspects:

- (a) The new ESPON Design, EC Publicity Requirements and Terms and Conditions of use of the ESPON HyperAtlas should be integrated in the tool. Specific details on these aspects will be provided by the ESPON CU to the selected service provider.
- (b) The user interface of the tool should be reorganised taking into account all new options described above, new NUTS 2006 division, an enlarged size of the map, capital and/or city layers in the map, entire coverage of the ESPON 2013 Programme. For the city layers, the name of the city should be displayed when passing over with the mouse.
- (c) The interface should also integrate the NUTS code of the region in “Details” section.
- (d) The interface should also integrate condensed indicator-metadata on the numerator and denominator. This metadata should be received from the Database project and incorporate at least information about its origin and year.
- (e) The lay-out of the exported map (at the moment in jpeg/png format) should follow the ESPON map design. As starting point, the layout of the Map of the Month (available on the ESPON homepage) should be taken. When a new version of the layout comes available during the duration of the project this should be used.
- (f) The online help should be improved, i.e. it should be extended with an easier accessible, interactive user manual, practical examples, a glossary of the principal terms and a description of the concepts and methods of analysis used. This could, for example, be achieved through including hyperlinks to the specific topics, concepts and/or methods in the pdf-file of the user manual.
- (g) Finally the interface of the HyperAtlas should strive to be on the one hand very user-friendly, clear and structured for a not-so-advanced user, but on the other hand also provide various possibilities and additional, more complicated analyses for a more-advanced user.

### *1.3.9 Survey on Future Improvements*

A survey should be made by the contractor in close contact with the ESPON Coordination Unit in order to assess the utility of the new functionalities and to identify future improvements in relation to ESPON HyperAtlas. It should be made similar to the survey made during the test phase of the HyperAtlas and the Web-GIS<sup>1</sup> in 2005.

However, this survey should involve a more limited number of participants, involving a pre-defined group of users (including the ESPON MC) working within and outside of the ESPON Community. The distribution of the sample should take into account different professional backgrounds (policy makers, practitioners and scientists) and to include participants working at different geographical scales.

This survey is expected to be carried out during a very limited period of time (e.g. 1 month) and the results should be delivered together with the final report. Taking into account the results of the survey, the ESPON Monitoring Committee will decide on future improvements in relation to the ESPON HyperAtlas. These improvements will not be part of this service.

To conclude the services requested, the tasks envisaged within this service and described above should cover the entire geography of the ESPON 2013 space (31 countries, i.e. the entire territory of EU 27, Iceland, Liechtenstein, Norway and Switzerland). Covering the EU Candidate Countries (Croatia, Former Yugoslav Republic of Macedonia, Turkey) and the Western Balkans should be considered, if possible.

Regarding the development of new data and maps and/or the use of existing data, the service provider is expected to cooperate closely with the TPG being in charge of the development of the ESPON 2013 Database. Furthermore, regarding the implementation of the HyperAtlas on the ESPON website, the service provider is expected to cooperate closely with the service provider in charge of the ESPON website.

## ***1.4 Deliveries to be provided***

In line with the services requested, the following deliveries should be provided to the ESPON CU:

- 1) Updated (in time and NUTS version) datasets to be integrated in the current version and improved version of the HyperAtlas.
- 2) Updated and improved version of the ESPON HyperAtlas, including all the new functionalities mentioned under the section “services requested”, integrated in the ESPON webserver.
- 3) An interactive user’s manual including a detailed explanation on the use and usefulness of the different functionalities of the tools, including as far as possible

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<sup>1</sup> The test phase of the ESPON Web-GIS and the HyperAtlas was carried out at European level, during a 6 months period in 2005. The main objective was to identify utility and applicability of the ESPON HypertAtlas and Web-GIS to a wide audience of users (206 people with different professional profiles from 29 countries, both within and outside of ESPON were involved) as well as to increase their capabilities and performance.

practical examples (both paper version and integrated in the HyperAtlas help-function).

- 4) A concise report (app. 10-15 pages both in paper version and electronic format) detailing the tasks undertaken by the team directly related to the services requested. In particular the report should include the results of the survey envisaged to be undertaken on future improvements and present concrete proposals for future developments of the ESPON HyperAtlas.
- 5) Relevant documentation for the use and public dissemination of the ESPON HyperAtlas, including permission for the use of the HyperAtlas software property of the HyperCarte Research Project within the ESPON ESPON HyperAtlas.

### ***I. 5 Information to be included in the offer for the requested services***

An offer for the services mentioned under point I.3 shall include content details concerning the provisions of the service and include a detailed description of the process of services requested, including:

- Content details concerning the provisions of the services
- Content details concerning the deliveries to be provided
- Results expected
- A proposal for a plan and time table for the implementation of the services requested

### ***I. 6 Timetable for service deliveries***

One of the main objectives of the ESPON 2013 Programme is to focus on research with policy relevance and to contribute to the development of relevant policies. Therefore, the outputs of the research project should be highly operational and coordinated in time, as far as possible, to fit into the relevant political agenda.

The project is envisaged to be carried out during the course of 12 months (maximum). The implementation of the service is based on the following timetable and specification of outputs:

#### **March 2010 (Intermediate output):**

- Updated data sets integrated in the current version of the HyperAtlas
- Proposal of new data sets to be included in the HyperAtlas
- Proposal of presenting a cartographic map of deviation for not contiguous study areas.
- Proposal of screen lay-outs of the aspects mentioned in the services requested
- Proposal of an optimised user-interface of the HyperAtlas based on the requirements asked

#### **August 2010 (draft Final output):**

- Draft version of the web-based HyperAtlas, including all requirements asked
- Draft version of the data integration tool
- Draft version of the user manual
- The questionnaire for the survey

#### **October 2010 (Final output, cf point I.4):**

- Final version of the web-based HyperAtlas, including all requirements asked
- Final version of the data integration tool

- Final version of the user manual
- Results of the survey
- The concise report
- Relevant documentation

### ***I. 7 Qualification of the service provider***

The offer shall include documentation on the skills and credentials related to the staff involved with the services asked, especially concerning their experiences in collecting regionalised data, statistical techniques to harmonise data coming from different sources, building up composite indicators, map making tools and analytical skills.

## **Part II (Administrative Terms and Conditions)**

### ***II. 1 Contracting Authority***

Ministère de l'Intérieur et de l'Aménagement du Territoire  
Direction de l'Aménagement du Territoire  
1 Rue du Plébiscite  
L-2341 Luxembourg

### ***II. 2 Nature of the contract***

The contract is a service contract according to Art. 8(1) of Luxembourg Law of 30 July 2003 on public procurement ([www.legilux.public.lu/leg/a/archives/2003/0093/a093.pdf#page=26](http://www.legilux.public.lu/leg/a/archives/2003/0093/a093.pdf#page=26)). The proposal submitted shall cover all the services described according to the provisions specified in sections I.3 above.

### ***II. 3 Collaborating with others: joint tender or/and subcontracting***

The offer shall be submitted by one contractor only or by a group acting jointly or by a natural person acting for his/her own account. Tenderers may submit offers either as individual tenderers, or as members of a group. So, they may not act in both capacities.

In any case the file must specify very clearly whether each company involved in the tender is acting as a partner in a joint tender or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others). The tenderers must describe how their cooperation will be organised in order to achieve the expected results. This organisation must cover both technical aspects and administrative/financial issues.

In any event, such offers will be treated in the same way as any other type of offer, each being assessed on their own merits in relation to the criteria and the evaluation procedure set out in these Tender Specifications.

#### ***II.3.1 Joint tender***

Partners in a joint tender assume joint and several liabilities towards the contracting authority for the performance of the contract as a whole.

If a joint tender is proposed with one or several partners and the organisation has already set up a consortium or similar entity to that end, this fact should be mentioned in the tender, together with any other relevant information in this connection. If this step is not yet taken, the entity should be aware that, if the contract is awarded to this entity, the contracting authority will require giving a formal status to its collaboration before the contract is signed.

This can take the form of:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality but offering sufficient protection of the contracting authority's financial interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association);
- or the signature by all the partners of a "power of attorney".

### *II.3.2 Subcontracting*

Certain tasks provided for in the contract may be entrusted to subcontractors, but 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, whether or not the tasks are performed by a subcontractor. Under no circumstances can the main contractor avoid liability towards the contracting authority on the grounds that the subcontractor is at fault.

If subcontracting is proposed, the file must include a document mentioning the reasons why subcontracting is proposed; stating clearly the roles, activities and responsibilities of subcontractor(s) and a letter of intent by each subcontractor stating its intention to collaborate with the tenderer if he wins the contract. During execution of the contract, the contractor will need the contracting authority's express authorisation to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original tender. If a joint tender is submitted or if subcontractors are proposed, the declaration relating to the exclusion criteria referred to in point II.12.1 below must be provided by each of them. Lack of documents may lead to the exclusion of the tenderer.

## **II. 4 Place of execution**

There are no obligations in relation to the place of execution of the services. Services described in sections I.3 and I.4 as well as other deliveries mentioned in this tender document shall be transmitted in both paper and electronic version, according to the provisions set in the above mentioned sections, to the address indicated below:

ESPON Coordination Unit  
Attention of Peter Mehlbye  
CRP HT - P.O. Box 144  
L-4221 Esch-sur-Alzette  
GRAND-DUCHÉ DE LUXEMBOURG  
[peter.mehlbye@espon.eu](mailto:peter.mehlbye@espon.eu)

## **II. 5 Working language**

English will be the working language.

## ***II. 6 Timetable***

The services should be in conformity with the description provided in section I.3-4 and shall be delivered according to the provisions indicated in section I-6.

Responses to the Intermediate Output and Draft Final Output will follow 4 weeks after the delivery from the service provider. The responses will be communicated by the ESPON CU.

In case any services delivered are not in conformity, claims may be filed within 45 working days from the date of delivery.

In case of any delays in the performance of services ordered or provided in the contract, the contracting authority may apply penalties for late deliveries for an amount equal to 0,15% of the total maximum amount specified, per calendar day of delay.

## ***II. 7 Form and Deadline for Submitting an Offer***

Service providers interested in this contract shall submit an offer in English language to the address indicated below within 21 days from the date of receipt of the letter from the ESPON Managing Authority.

The offers shall be submitted by post in a sealed envelope to the following address:

ESPON Coordination Unit  
70, Rue de Luxembourg  
L – 4221 Esch-sur-Alzette  
GRAND-DUCHÉ DE LUXEMBOURG

All offers will be treated as confidential.

## ***II. 8 Content of the offer***

The offer shall include:

- a) A cover letter on the companies heading paper for the submission of the offer shall be signed by the service provider (or his duly authorised representative) and shall confirm the validity of the offer for a period of 4 months from the deadline for the submission of the offer (See template Annex A);
- b) A description of the services offered, in English language, including a statement on how the provisions of Part I will be fulfilled using the structure of point I.3-7;
- c) The completed and signed general information sheet (See template Annex B);
- d) Declaration (see Annex C) concerning the exclusion criteria (see point 16.1.);
- e) If applicable, the completed Legal Entity File (See template Annex D);
- f) The completed and signed Bank Account File (See template Annex E);
- g) The filled in, signed and stamped financial offer as provided in template Annex F.

## **II. 9 Price**

The service providers will submit a total price in Euros quoted without VAT, with an indication of the VAT rate and the price including VAT for the service specified.

No indexation of the price is allowed.

## **II. 10 Budget**

The total available budget for this contract is estimated at maximum €75.000 inclusive of VAT and any other taxes.

## **II. 11 Financial guaranties**

No financial guarantee is needed.

## **II. 12 Assessment of the offer**

The assessment of the offer will proceed in the following 3 steps:

1. Exclusion of tenderer on the basis of the exclusion criteria (see point II.12.1 below)
2. Evaluation of offer on the basis of the evaluation criteria (see point II.12.2 below)
3. Principles for awarding the contract (see point II.12.3 below)

The different steps are described in the following sections.

### **II.12.1 Exclusion of tenderer on the basis of the exclusion criteria**

The tenderer will be excluded if one of the following reasons is confirmed:

- (12.1.1) are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (12.1.2) have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*;
- (12.1.3) have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (12.1.4) have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (12.1.5) have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the contracting authority' and the EU Communities' financial interests;
- (12.1.6) have been declared, following another procurement procedure to be in serious breach of contract for failure to comply with their contractual obligations.

(12.1.7) The tenderer is also excluded from the award if, during the procurement procedure, if they are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

In their offer, the tenderer shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations listed above (see Annex C). The tenderer to whom the contract is to be awarded shall provide the documents mentioned below before signature of the contract.

The contracting authority may waive the obligation of the winning tenderer to submit the documentary evidence referred to below if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid.

The following documents will be accepted as proof that the tenderer is not in any of the situations mentioned under points 12.1.1 – 12.1.6:

- i) For points 12.1.1, 12.1.2 and 12.1.5, the production of an extract (delivered by the issuing authority less than 90 days to the final date for receipt of offers) from the judicial record or, failing this, an equivalent (delivered by the issuing authority or entity less than 90 days to the final date for receipt of offers) document issued by a competent judicial or administrative authority in the country of origin or provenance, showing that these requirements have been met;
- ii) In the cases mentioned under point 12.1.4, a certificate delivered (delivered by the issuing authority less than 90 days to the final date for receipt of offers) by the competent authority of the country concerned.

Only where the country concerned does not issue the documents or certificates referred to in i) and ii) above, they may be replaced by a sworn, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a competent professional or trade body, in the country of origin or provenance.

In the cases mentioned under points 12.1.3, 12.1.6 and 12.1.7, the tenderer must include in their tender a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance, based on the model (see declaration in Annex C).

Depending on the national legislation of the country in which the tenderer is established, the documents listed above must relate to legal persons and/or natural persons including company directors, principal partners or any person with powers of representation, decision-making or control in relation to the tenderer.

#### *II.12.2 Evaluation of offer on the basis of the evaluation criteria*

The following three blocks of criteria will be used in the technical evaluation of the offer:

- 1) Understanding of the services (max. 20 points)
  - a) Overall understanding of the nature of services and reporting to be delivered as part of the final product (10 points)
  - b) Detailed framework for the service including quality of staff involved and time table (10 points)
- 2) Improved methodology included in the ESPON HyperAtlas (max. 40 points)
  - a) Integration of a Time Dimension: visualisation of the changes over time (10 points)
  - b) Possibilities for new study areas and elementary zoning (10 points)
  - c) Updated contexts for deviation (distance-time matrix) (10 points)
  - d) Integration of spatial economic analysis methods, i.e. variance, correlation coefficient and the Lorenz curve together with the Gini coefficient and the Hoover index and spatial autocorrelation (Moran's I) (10 points)
- 3) Results envisaged (max. 40 points)
  - a) An improved ESPON HyperAtlas accessible through the Web (8 points)
  - b) Improved ESPON HyperAtlas user-interface (8 points)
  - c) Data-integration tool to make .Hyp-files (8 points)
  - d) New and updated .Hyp-files (8 points)
  - e) Survey on future improvements (8 points)

### *II.12.3 Contract award*

The contract will be awarded to the tenderer if the offer has fulfilled 80% of the evaluation criteria. This means that the offer has to obtain at least 80 points.

The Awarding/Contracting Authority reserves the right not to select any offer if the amounts tendered exceed the budget envisaged for this project.

After the award decision has been taken, the Awarding/Contracting Authority will inform tenderers including the reasons for any decision not to award a contract or to recommence the procedure.

### ***II. 13 Invoicing and payment***

The address where the invoice should be sent is the following:

**ESPON Coordination Unit**  
CRP HT - P.O. Box 144  
L-4221 Esch-sur-Alzette  
GRAND-DUCHÉ DE LUXEMBOURG

The invoice will include an original copy and a duplicate mentioning the following indications in addition to legal information:

- Type of service provided
- Name and address of the supplier
- Bank or postal details as specified in the offer
- Contract code
- Name of the ESPON 2013 Programme
- Date(s) of delivery
- Sum exclusive of tax / VAT / sum inclusive of tax
- Invoice date

An interim payment and a final payment will be made for the provision of the services.

- The interim payment for a maximum amount of 50% of the total contract value can be requested with the submission of the Interim Report due on the 31 March 2010 upon provision of the relevant invoice.
- A final payment for the remaining 50% of the total contract value can be requested with the submission of the Final Report due the 31 October 2010 upon provision of the relevant invoice.

Payments will be implemented within 30 days from the approval of the Interim Report and Final Report respectively by the contracting authority. The successful tenderer is entitled to late payment penalties under regulatory terms to be calculated at the legal interest rate.

#### ***II. 14 Further Information***

More information on the ESPON 2013 Programme can be found at [www.espon.eu](http://www.espon.eu).

Further information about these Terms of Reference may be obtained from the ESPON Coordination Unit by contacting Marjan van Herwijnen ([marjan.vanherwijnen@espon.eu](mailto:marjan.vanherwijnen@espon.eu), by phone on +352 545580698).

#### ***II. 15 Applicable law and jurisdiction, confidentiality***

In case of dispute, the laws of Luxembourg only will apply. Luxembourg courts only will have jurisdiction.

Any conflict between the parties resulting from the interpretation or application of the contract which cannot be settled amicably will be brought before the Luxembourg court.

The material provided for the preparation of the offer can only be used for the preparation of the offer and has to be kept confidential.

#### ***Annexes:***

Annex A – Template of Commitment Letter

Annex B – General Information Sheet

Annex C - Declaration Concerning the Exclusion Criteria

Annex D - Legal Entity File

Annex E – Bank Account File

Annex F – Template for the financial proposal

Annex G – Examples for analysis