



## **ESPON 2013 Programme**

### **Terms of Reference**

#### **UPDATE OF MAPS AND RELATED DATA ON CREATIVE WORKFORCE AS BEARER OF INNOVATION**

### **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

### *1.1 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 Sustainable Development and Infrastructures / Department of Spatial Planning and 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.

### *1.2 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, is previewed. In particular, “some actions might be (...) related to the (...) update of existing datasets and maps when newer information is available.*”

Projects of the ESPON 2006 Programme have built up indicators and produced important maps in their field of study for all of the 29 countries of the ESPON space and its regions.

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Some of the indicators and maps developed within ESPON have been used in several European and national documents and revealed to be useful tools in supporting policy decisions.

In general, the indicators developed within ESPON 2006 are an important basis for the actions carried out within ESPON 2013 and play an important role in increasing the body knowledge on territorial trends and structures within the enlarged European Union.

Therefore, the Monitoring Committee approved to carry through a service contract on the update of the ESPON 2006 data and map on “Cultural and creative professions and GDP per capita” of the ESPON 2006 1.3.3 Project on “The Role and Spatial Effects of Cultural Heritage and Identity (2004-2006)” (Map 2 of the ESPON Synthesis Report III, see Annex D). The service provider is asked to update this map for Period 1<sup>1</sup> and Period 2<sup>2</sup> as well as to provide two additional maps showing changes in relative and absolute terms between the two periods considered. Besides this, the service provider is asked to provide four similar maps on the share of Workers with Cultural Profession for Period 1 and Period 2.

This service contract will contribute to increase the general body knowledge on the creative workforce as bearer of innovation based on the relation between GDP per Capita and share of workers with cultural profession, its trends and development in an enlarged Europe and its regions and therefore provide new evidence in the field of territorial development.

***1.3 Services Requested***

The service of updating the ESPON 2006 maps on the “Cultural and creative professions and GDP per capita” with most recent data shall comprehend the following tasks:

1. Data collection and harmonisation for Period 2 (NUTS 2): Data collection of the most recent data available, data transformation and harmonisation needed for the updating of the ESPON 2006 map: “Cultural and creative professions and GDP per capita” made by the ESPON 2006 Project on “The Role and Spatial Effects of Cultural Heritage and Identity (2004-2006)” (ESPON 2006 Project 1.3.3). This service comprehends the updating of the following culture-oriented profession indicators with the most recent data available (Period 2): Culture-oriented professions according to ISCO-88.

Data on GDP per Capita for Period 2 will be delivered by the ESPON CU to the service provider.

2. Data harmonisation for Period 1 (NUTS 2): (Re)creation of the ESPON 2006 data collection and map for Period 1 (Annex D): “Cultural and creative professions and GDP per capita” to NUTS 2006 version. Within this task the service provider is requested to check the quality, harmonisation and completeness of the data collected in framework of the ESPON 2006 Programme and to transform it to current NUTS versions (NUTS 2006). This task will be done with the technical support of the ESPON Database Project and might be included the estimation of missing values for regions where data is not available.
3. Building a composite indicator on the “Relation between GDP per Capita and Share of Workers with Cultural Profession” (NUTS 2) according to the methodology used in

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<sup>1</sup> Period 1 is referring to the year of the data included in the map on “Cultural and creative professions and GDP per capita” (see Annex D)

<sup>2</sup> Period 2 is referring to the year of the most recent data available and to be gathered within this service contract.

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ESPON 2006 in which the regional performance of culture-oriented professions is shown (ESPON 2006 Project 1.3.3, Annex D). An improved alternative methodology can also be suggested in the proposal, which, however, has to be validated by the ESPON CU prior to implementation, provided that this methodology will also be applied to Period 1 (see task 3) and the changes between the Period 1 and 2 can be analysed (see task 4).

4. Producing of the following 8 maps (NUTS 2006 version, NUTS 2):
  - a) "Relation between GDP per Capita and Share of Workers with Cultural Profession" for NUTS 2006 version for Period 1.
  - b) "Relation between GDP per Capita and Share of Workers with Cultural Profession" for NUTS 2006 version for Period 2.
  - c) "Relation between GDP per Capita and Share of Workers with Cultural Profession", changes in relative terms between Period 1 and Period 2
  - d) "Relation between GDP per Capita and Share of Workers with Cultural Profession", changes in absolute terms between Period 1 and Period 2
  - e) Workers with Cultural Profession for Period 1
  - f) Workers with Cultural Profession for Period 2
  - g) Workers with Cultural Profession, absolute change between Period 1 and Period 2
  - h) Workers with Cultural Profession, relative change between Period 1 and Period 2 (%)
5. Production of a table showing the regional transition from one category<sup>3</sup> in Period 1 to another category in Period 2; i.e. number and percentage of regions going from one category in Period 1 to another category in Period 2.
6. An analysis of the territorial dynamics and trends (changes of creative workforce development both in relative and absolute terms between the two periods considered) in Europe and its regions. In the conclusions of the analysis the three-level approach developed by the ESPON 2006 Programme shall be applied. In addition, an explanation in relation to methodological issues (ensuring coherence and comparison with the work done within the ESPON 2006 Programme on this topic or, if relevant, describe and argument the use of improved methodology) shall also be given.
7. Reading and critical commenting (in track changes mode) of a draft final version of a ESPON Territorial Observation being drafted by the ESPON CU (maximum 30 pages including maps and figures) based on the outputs of this service contract, which should be made available to the service contractor by the ESPON Coordination Unit by October 2011. The objective of this task is to ensure that the key messages resulting from this service contract are communicated and understood in a clear, precise and simple way in the referred ESPON publication.

In general this update shall make use of the most recent regionalised data available, ensure comparability with the already existing ESPON map on "Cultural and creative professions and GDP per capita" (Annex D) and respect the standard ESPON map design, which will be made available to the service provider by the ESPON CU.

Finally, the task envisaged within this action shall cover the entire geography of the ESPON 2013 space (31 countries). The most recent Partner States participating in the ESPON 2013

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<sup>3</sup> See legend of the map in Annex D.

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Programme, Iceland and Lichtenstein shall preferably be included in maps showing trends, and at least be covered in the maps produced using the most recent data.

***I.4 Deliveries to be provided***

The following deliveries shall be provided:

- 1) A report (app. 20-25 pages both in paper version and electronic format) explaining methodological issues and the results of the analysis of the territorial dynamics and trends on creative workforce development in Europe, according to the requirements indicated in section I.3 Services requested).
- 2) Data collected and produced within the framework of this service (excel files), which will be included in the ESPON Database, including the regionalised indicators listed under point I.3, as well as the composite indicator on creative workforce development based on the relation between GDP per Capita and share of workers with cultural profession (according to the map included in Annex D). In addition, metadata related to the data collected and to the indicators / indices produced should also be provided according to the ESPON 2013 Database Project Guidelines. Any costs involved in gathering the data necessary have to be included in the budget for this update and as such be covered by the tenderer.
- 3) Updated maps (.ai and .png files) related to the “Cultural and creative professions and GDP per capita” for Period 1 and for Period 2 and the changes in relative and absolute terms between Period 1 and Period 2 (8 maps in total, cf Point I.3 Services requested).
- 4) Table (.xls file) showing the regional transition between the categories of creative workforce development between two periods considered; i.e. number and percentage of regions going from one category in Period 1 to another category in Period 2.
- 5) A word file (in track changing mode) resulting from task 7 mentioned under Point I.3.

***I.5 Timetable for deliveries and copyright***

The start of service provision will take place about 2 weeks after the sending out of the official letters to successful and non successful tenderers.

The deliveries described under point I.4 will be submitted to the ESPON Coordination Unit following the indicative timetable below:

- 11 weeks after the start of the service provision:
  - Delivery of the report; data and metadata collected and produced; updated and new maps produced; table showing the regional transition (resulting from services 1-6 mentioned under Point I.3)
- by October 2011 (10 working days after the delivery of the draft final version of a ESPON Territorial Observation to the service provider);
  - Delivery of the word file resulting from service 7 mentioned under Point I.3

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The contractor will receive a feedback from the ESPON Coordination Unit on each of the before mentioned deliveries according to the timetable mentioned above within the indicative period of 15 working days after the delivery of each requested service.

Consequently, amendments shall be carried out by the contractor on the basis of the remarks made by the ESPON Coordination Unit on any of the above subjects.

All deliverables should be provided in English. The copyright on the deliverables will belong to the ESPON 2013 Programme.

***I.6 Qualification of the service provider***

The service provider shall demonstrate experience of at least three years related to the services asked, especially concerning their experiences in collecting regionalised data, methodological issues related to data collection, map making tools and analytical skills related to European territorial dynamics and trends. In this respect, the tender shall include documentation of the technical skills and credentials related to the service provider relevant for this call for tender.

The service provider shall include examples of similar data collection, map making tools and analytical skills, indicating as well the amount of the engagements/contracts performed.

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

The procurement is based on Luxembourg procurement law in force :

- the law on public procurement of 25.06.2009 (« Nouvelle loi sur les marchés publics du 25 juin 2009 ») and
- the regulation of 3 August 2009 (« Règlement grand-ducal du 3 août 2009 portant exécution de la loi du 25 juin 2009 sur les marchés publics »).

Direct contracting (procédure négociée) is applicable according to article 8 1) a) resp. article 8 (3) of the law of 25 June 2009 on public procurement in case the amount is of below the relevant ceiling.

With reference to EU Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 and complying with the principles of competition, transparency, non discrimination/equal treatment as well as economic proportionality a simplified open procedure is used as described below and allowing for a minimum of 10 days to submit an offer and a simplified appeal procedures within 5 working days of notification of the selected offer.

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

Ministère du Développement durable et des Infrastructures  
Département de l'aménagement du territoire  
Bâtiment Alcide de Gasperi (« Héichhaus »)  
4, Place de l'Europe  
L-1499 Luxembourg  
Grand-Duché de Luxembourg

**Contact Person:** Thiemo W. Eser,  
Tel: +352 478-6934, Fax: +352 40-8970,  
E-mail: [Thiemo.Eser@mat.etat.lu](mailto:Thiemo.Eser@mat.etat.lu)

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

The contract is a service contract. The proposal submitted shall cover all the services described according to the provisions as well as meet the deadlines stated specified in sections I.3 and I.4 above.

### ***II. 3 Place of execution***

There are no obligations in relation to the place of execution of the services. If not explicitly indicated for certain actions, services described in sections I.3 and I.4 shall be delivered to Luxembourg.

The deliveries will be provided in electronic format and by post.

The postal delivery shall be sent to Luxembourg, according to the provisions set in the above mentioned sections, to the attention of Mr. Peter Mehlbye and to the address indicated below:

ESPON Coordination Unit  
CRP HT - P.O. Box 144

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L-4221 Esch-sur-Alzette  
GRAND-DUCHÉ DE LUXEMBOURG

***II. 4 Working language***

English will be the working language.

***II. 5 Timetable***

The services should be in conformity with the description provided in section I.3 and I.4 and shall be delivered according to the deadlines indicated in section I.5.

In case any services delivered are not in conformity, claims may be filed within 15 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. 6 Accessing the Terms of Reference and Deadline for Submitting an Tender***

The tender (with all relevant documents) has been on the Portail des Marchés Publics du Grand Duché de Luxembourg<sup>4</sup> and announced as well on the ESPON Website [www.espon.eu](http://www.espon.eu).

Service providers interested in this contract shall submit a tender in English language, in a **sealed envelope** clearly mentioning “**Offer Creative Workforce**”.

The deadline for submitting a tender is on **29 April 2011 at 12h00**.

Tenders shall be submitted by registered post or by private courier services to the address here below. In this case the post office stamp or the date on the slip issued by the courier service will constitute proof of compliance with the deadline given above.

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

or hand delivery (during normal office hours 9h00-17h00) at:

ESPON Coordination Unit  
70, Rue de Luxembourg  
LU – 4221 Esch-sur-Alzette

In this case, in order to establish proof of the date of deposit, the depositor will receive, from an official from the ESPON Coordination Unit, a receipt which will be signed, dated and time stamped.

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<sup>4</sup> [www.marches.public.lu](http://www.marches.public.lu)



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All tenders will be treated as confidential. Late delivery will lead to the exclusion from the award procedure for this contract.

***II. 7 Content of tenders***

The tender shall be presented in 3 sections and shall include:

**Section 1. Administrative section**

- a) A letter of commitment for the submission of the tender shall confirm the validity of the tender for a period of four months from the deadline for the submission of the tender (See Annex A) (ORIGINAL filled in and signed by (an) authorised representative(s) and stamp of the company);
- b) A letter of intent to confirm the willingness and availability of the service provider to perform the tasks and fulfill the services requested, envisaged in the provisions of Part I.3 and Part I.4., and to confirm the respect of deadlines for deliveries, envisaged in Part I.5 (See Annex B) (ORIGINAL filled in and signed by (an) authorized representative(s) and stamp of the company);
- c) Bank account coordinates (See Annex C) (ORIGINAL filled in and signed by (an) authorised representative(s)).

The documentary evidence required in the administrative section must be included in the tender. Tenders not including the necessary evidence may be rejected.

The Contracting Authority reserves the right however to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions explained in Part II.15.

NB: The signature of the tenderer's authorized representative (preferably in blue ink) on the commitment letter (See Annex A) will be considered as the signature of the tender, binding the service provider to the terms included in the tender.

**Section 2. Technical section**

The technical section must address all the requirements laid down in sections I.3 and I.4. Information included here will be used to conduct the technical evaluation of the tenders on the basis of the evaluation award criteria listed in section II.13 here below.

- a) A description of the services offered including:
  - The most recent year of reference available for each of the 2 indicators used in the composite indicator on “Relation of GDP per Capita and Share of Workers with Cultural Profession”;
  - The regionalised data available (NUTS 2) for the ESPON territory, i.e. 31 countries for both periods to be considered;
  - A short review of the methodology used for the map “Cultural and creative professions and GDP per capita” and if applicable a proposal for improvement;
  - A proposal for a plan and time table for the implementation of the services requested;
  - Results expected.

- b) The experience of the service provider which should include:
- A statement of the years of experience and academic background in the field of European territorial development issues and experience in territorial analysis at international
  - Credentials in the field of regional data related to the topic of this service contract at regional level and covering the entire ESPON territory, indicating if relevant the amount of the performed engagements;

The contracting authority will reject tenders where no technical offers are proposed.

### **Section 3. Financial section**

- a) The financial offer according to the template provided (see Annex E) including:
- Prices denominated in Euros;
  - An indication of the price free of VAT;
  - The amount of VAT shown separately;
  - The total fixed price including VAT for the service specified;
  - The ORIGINAL signature of the representative and the stamp of the company.

The Contracting Authority will reject tenders with no financial offer included or offers where the price for services is not provided. Any tender where the financial offers proposed exceeds the budget envisaged for this service will be automatically excluded.

#### ***II. 8 Price***

The price must include all the costs associated with purchasing and producing the deliverables including the percentage of VAT applicable (see below section II.9) as well as the delivery costs to the ESPON Coordination Unit in Luxembourg. No other expenses will be paid by the ESPON Managing Authority.

No travel is foreseen as part of the service provision.

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

#### ***II. 9 Budget***

The maximum available budget for this contract is €23.000 inclusive of all taxes (incl. VAT) and delivery costs. Tenders with a higher total price will be rejected.

The tenders have to consider in their calculation that the Luxembourg VAT rate of 15 % has to be covered by the contracting authority under this budget if VAT is not paid in the country of the contractor<sup>5</sup>.

#### ***II. 10 Financial guarantees***

No financial guarantee is needed.

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<sup>5</sup> See for COUNCIL DIRECTIVE 2008/8/EC of 12 February 2008 amending Directive 2006/112/EC as regards the place of supply of services.

***II. 11 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 shall be in line with the services object of these Terms of Reference after the service has been fully provided.

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

- Legal name and address of the contractor/service provider
- Details of services provided and date(s) of delivery
- Contract code
- Name of the ESPON 2013 Programme and our Reference: Update Creative Workforce
- Your reference of the invoice
- Date of the invoice
- The costs invoiced exclusive of tax
- The taxation level applicable indicated in percentage and the taxation amount in a separate line (if applicable)
- Your VAT number (if applicable)
- The full banking details: Bank name and address including SWIFT (BIC) codes and IBAN for international payments

The total amount shall be paid, following the receipt of the invoice, within 30 days after the approval of the deliveries by the contracting authority.

***II.12 Assessment of tenders*****Admissibility of the tenders**

All the requirements related to the submission and opening of the tenders are detailed in the above sections (II.6, II.7, II.8, and II.9) including:

- Address and deadline for submission of the tender
- Completeness of the tenders (administrative, technical and financial sections and respect of the budget limit)

**Evaluation of the tenders**

The following evaluation criteria (in total 100 points) will be used in the technical evaluation of the offers:

- Understanding of the services and methodology (max. 30 points)
- Results envisaged with regards to the deliveries mentioned in point I 3-4 (max. 50 points)

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- Qualification of the service provider as mentioned in point I 5 (max. 20 points)

Minimum score per criterion (threshold):

Tenders scoring less than 50% of the maximum score for any individual evaluation criterion will be considered of insufficient quality and will be rejected.

Minimum total score (threshold):

Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and will be rejected.

***II.13 Contract award***

The award criteria will be set in relation to the price and the total number of points achieved for the evaluation criteria.

A ratio X, as defined below, will be used for the selection of the offer with the best value for money

$$X = \frac{\text{Total number of points (achieved in technical evaluation)}}{\text{Price}}$$

The tender with the highest value X is considered offering the best value for money ratio.

The contract will be awarded to the tender, presenting the highest ratio (i.e. the highest X).

After the award decision has been taken, the Awarding / Contracting Authority will inform tenderers including the reasons for any decision.

***II.14 No obligation to award the contract***

Initiation of a tendering procedure imposes no obligation on the Contracting Authority to award the contract. The Contracting Authority shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

***II.15 Further Information***

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

Contacts between the contracting authority and the tenderers are prohibited throughout the procedure. They can only take place, by way of exception, under the conditions set out here below:

- Before the final date of the submission of the tender:
  - o The contracting authority may, at its own initiative, inform interest parties if any error, inaccuracy, omission or any clerical error in the text of the call for tender. Such information will be published on the ESPON 2013 website.
- After the opening of the tenders:

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- If clarification is required or if obvious clerical errors in the tender need to be corrected, the Contracting Authority may contact the tenderer. A period of 15 days is foreseen in order for the tenderer to amend the required modifications.

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

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

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

**List of annexes:**

Annex A – Commitment Letter template

Annex B – Letter of Intent template

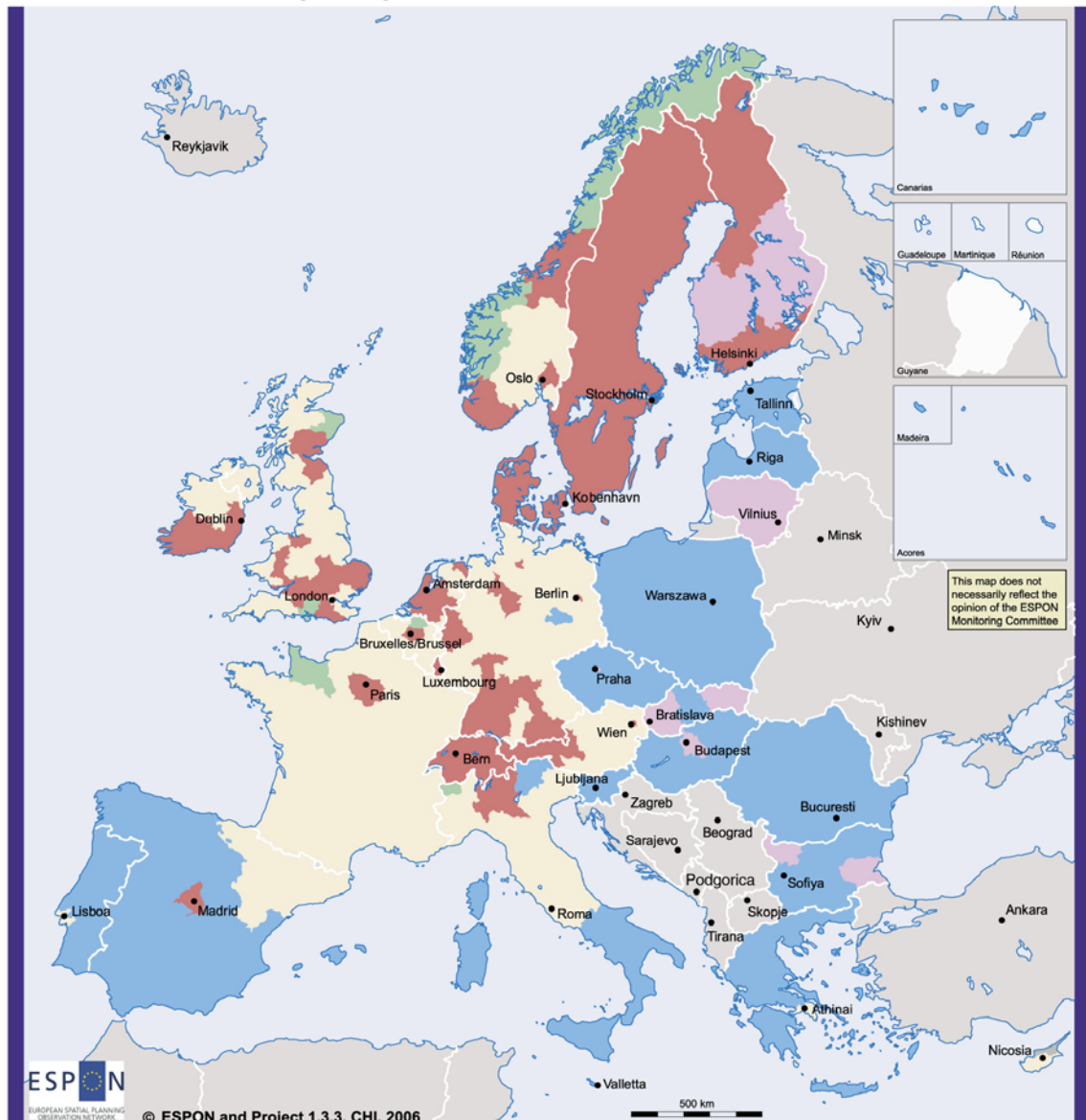
Annex C – Bank Account File

Annex D – Map on “Cultural and creative professions and GDP per capita”

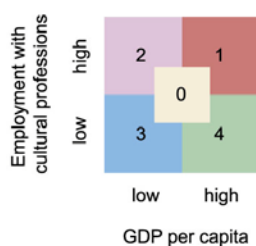
Annex E – Financial Offer

# Annex D

## Relation between GDP per Capita and Share of Workers with Cultural Profession



### Regional categories



no data

© EuroGeographics Association for administrative boundaries

Regional level: NUTS 2

Origin of data: ESPON Project 1.3.3, CHI

Cyprus: Data for government controlled areas only

Source: ESPON database

**Professions considered (ISCO-88):**  
Managers of cultural enterprises and institutions; Production and operations managers not elsewhere classified; Managers of small enterprises in cultural activities (cinemas, theatres, art galleries...); Computer systems designers and analysts; Computer programmers; Computer professionals not elsewhere classified; Computer systems designers and analysts; Computer programmers; Computing professionals not elsewhere classified; Architects, town and traffic planners; Art teachers (higher education); Art teachers (secondary education); Archivists and curators; Librarians; Sociologists, anthropologists and related professionals; Philologists, translators; Authors, journalists and other writers; Sculptors, painters and related artists; Composers, musicians and singers; Choreographers and dancers; Film, stage and related actors and directors; Photographers and image and sound equipment operators; Agents and promoters related to cultural activities; Cultural animator; Decorators and commercial designers; Radio, television and other announcers; Street, night club and related musicians, singers and dancers; Clowns, magicians, acrobats and related associate professionals; Religious associate professionals; Travel guides; Fashion and other models; Precision-instrument makers and repairers; Musical instrument makers and tuners; Jewellery and precious-metal workers; Abrasive wheel formers, potters and related workers; Glass makers, cutters, grinders and finishers; Glass engravers and etchers; Glass, ceramics and related decorative painters; Handicraft workers in wood and related materials; Handicraft workers in textile, leather and related materials; Composers, typesetters and related workers; Stereotypers and electrotypers; Printing engravers and etchers; Photographic and related workers; Bookbinders and related workers; and Silk-screen, block and textile printers.