



Invitation to tender, below the national threshold value

For the purchase of:

The procurement "Evaluation – Nordic Marine Innovation Programme 2.0"

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1 Introduction

Nordic Innovation seeks to evaluate the Nordic Marine Innovation Programme 2.0.

1.1 The Buyer

Nordic Innovation is an organisation under the **Nordic Council of Ministers** working to promote cross-border trade and innovation, located in Oslo. The **Nordic Council of Ministers** is the official inter-governmental body for cooperation in the Nordic region. With 26 million inhabitants in the Nordic region, Nordic Co-operation is one of the most comprehensive regional partnerships anywhere in the world.

Nordic Innovation is a vital instrument for the Nordic ministers of business, energy and regional policies. Its mandate is to contribute to making the Nordics a leading region for sustainable growth and to increase entrepreneurship, innovation and competitiveness in the Nordic region. Nordic Innovation supports projects and programmes to stimulate innovation and works to improve the framework conditions for Nordic markets and exports.

Nordic Innovation has an annual budget of approximately NOK 85 million.

For further information, please refer to the following webpages:

Nordic Innovation - <http://www.nordicinnovation.org>

Nordic Council of Ministers – <http://www.norden.org>

1.2 The Nordic Marine Innovation Programme 2.0

The Nordic Marine Innovation Programme 2.0 (Marine 2.0) builds on the Nordic Marine Innovation Programme (2011-2014) which was the first of its kind to bring the marine industry together within the Nordic region. The first Programme was launched in 2011 to meet challenges regarding sustainability and future competences and to improve the general perception of the sector. The call for proposals resulted in 14 different projects with over 100 participants involved in solutions for recruitment, increased sustainability and image building. In 2013, Nordic Innovation and its funded initiatives were evaluated, including the initial Nordic Marine Innovation Programme.

To follow up on the increasing interest from the sector, Nordic Innovation, in cooperation with national and Nordic partner organisations, launched a new call for proposal during spring 2014, which resulted in eight projects funded under Marine 2.0. The programme period for the initiative is 2015 to 2017, but due to administrative requirements the projects will be finalised in June 2018.

The overall objective of the programme is: increased business opportunities, sustainability and profitability within the Nordic marine sector through innovative solutions.

Suppliers of technology, knowledge and services within the marine industry were the primary target group.

The total budget for the projects funded by Nordic Innovation, national and Nordic funding organisations amounted to MNOK 62.9. Over 50 participants with a multidisciplinary approach from the Nordic region are a part of the programme. The project consortia will develop technological innovations and knowledge that will contribute to a more efficient and sustainable use of biomass from fisheries, algae, aquaculture and other bio-resources.

For further information about the programmes and projects, please refer to the following webpages:
[Nordic Marine Innovation Programme](#)
[Nordic Marine Innovation Programme 2.0](#)

2 The Procurement

2.1 Objective

Nordic Innovation seeks to evaluate the relevance & appropriateness, efficiency and effectiveness of Marine 2.0. The purpose is to uncover whether the anticipated objectives have been achieved and to identify key lessons and recommendations. This evaluation is to be formative with a strong learning element, by generating knowledge and creating discussions.

The effectiveness and Nordic added value of Marine 2.0

Evaluate to assess whether Marine 2.0 has fulfilled the **overall objective** of the programme: "Increased business opportunities, sustainability and profitability within the Nordic marine sector through innovative solutions". Please see "The theory of change" (p.15) for the aims related to outcome and output.

Nordic Innovation's goal with all programmes and activities is a unique contribution based on "Nordic added value". This additionality is found (but not exclusively) through synergies in co-operation, visibility (branding), critical mass, improved cost efficiency and co-ordination.

Learning purposes

In 2013 Nordic Innovation and its funding programmes were evaluated, including the Nordic Marine Innovation programme for the period 2011-2014. In 2018 the Nordic Cooperation Programme for Innovation and Business Policy (2018-2021) will be launched.

The evaluation of Marine 2.0 would be an opportunity to see how the recommendations from the previous evaluation have been met, and provide opportunities for internal learning and input to the development of new initiatives, tools and processes for the upcoming cooperation programme.

Communication aims

The evaluation should showcase good examples for learning and sharing. The examples should be reader-friendly, and relevant for Nordic Innovation, project consortia, Nordic Council of Ministers and the national partner organizations and public.

2.2 Scope

Key considerations for the scope include:

- The unit of analysis to be assessed: A single program involving 8 projects.
- The time period of the program and projects to be evaluated: January/February 2015 – June 2018.
- The geographical coverage of the evaluation: The Nordic region.
- The target groups or beneficiaries to be included in the evaluation: Cofunding/Advisory organisations, project participants, Nordic Council of Ministers, Nordic Innovation.

2.3 Evaluation methodology

The Supplier is responsible for suggesting a methodological framework for the evaluation.

The Supplier is expected to travel to meet some of the project participants during e.g. their final project meetings together with a representative from Nordic Innovation.

2.4 Evaluation duration and process

The evaluation will be conducted during the period January/February 2018 to June 2018. Nordic Innovation anticipates the duration of the evaluation to be approximately 20 days' work, including briefings, travelling, report writing, presentation, and follow-up.

The Supplier and the Buyer will agree on the process and deadline(s) for each deliverable.

The preliminary timetable is as follows and subject to changes:

- 17 January 2018 – Tender deadline
- Week 4 2018 – Evaluation of tender proposals
- Week 4 2018 – Decision letters sent to applicants
- Week 5 2018 – Contract and Kick-off meeting with Nordic Innovation
- 15 June 2018 - Final report/s and presentation material ready.
- Q2-2018 – present and communicate results to Nordic Innovation.
- Q2-2018 – present and communicate results to funders/stakeholders.

2.5 Evaluation team profile

Nordic Innovation is looking for a consultant(s) with previous experience in assessing innovation programmes. The Supplier should have proven evaluation experience in relevant fields, documented reporting and communication (facilitation/working closely with stakeholders) skills. An understanding of Nordic co-operation and one of the Scandinavian languages (Danish, Norwegian or Swedish) is an advantage.

To improve internal learning, an internal reference group consisting of 1-2 representatives from NI (e.g. one innovation/administration adviser and one communication adviser) will take part in the evaluation team as observers in agreement with the Supplier.

2.6 Deliverables

During the evaluation process, the Supplier shall submit the following reports in English:

- **An inception** report with a detailed methodological proposal for the study, including a proposed timetable.
- **A draft evaluation** report presenting findings, conclusions and recommendations, with a draft executive summary. The executive summary should be written in English in addition to one Scandinavian language (Danish, Norwegian or Swedish).
- **Three to four case studies** in a format that can be easily adapted to Nordic Innovation's design profile. The aim of the case studies is to create visibility for the programme and projects, for the general public and the target group for the evaluation. Designmanual-
<http://design.norden.org/>
- **A final evaluation report** (maximum 20 pages, written in English). The format will be decided in agreement with the Supplier.
- **A presentation** of the evaluation report with conclusions (in both pdf and ppt).

Principal stakeholders from the evaluation's target group will be invited to comment in writing to the deliverables, and feedback will be provided to the team by Nordic Innovation. The feedback will refer to the Terms of Reference (TOR) and may include comments on all aspects of the report.

Please consult paragraph 5.4 in Appendix A (General conditions for purchase of services) for right of ownership.

2.7 Procurement value

The Supplier should present a budget (excluding VAT) proposal in accordance with the award criteria.

2.8 Contract

The Contract will be based upon the attached contract template (please see Appendix A). By delivering a Tender it is assumed that the conditions of the Contract are accepted. Substantial deviations from the Contract will not be accepted.

By participating in this competition, the Supplier commits to treating as confidential all information which is found in, or is related to, this Tender Document and/or acquired throughout the entire procurement process. Such information shall not be disclosed to any third party without the prior consent of the other Party.

3 Administrative provisions

3.1 Tendering procedure

This procurement process will be conducted in accordance with the Norwegian Act for public procurement of 17 June 2016 (LOA) and the Regulations for public procurement (FOA) of 2016-08-12-974 part I.

The Buyer plans to award the contract without having prior contact with the Suppliers, apart from possible requirements of smaller clarifications/corrections of Tender. However, negotiations may be organized if the Buyer deems it necessary after having received the Bids. Selection will then be made based on the award criteria. It is to be noted that the Suppliers should hold no expectations of dialogue concerning their Bid, and should therefore deliver their best Bid. The Buyer is free to choose none of the offers.

The Supplier is strongly encouraged to follow the instructions contained in this Tender Document, including attachments, and to pose possible questions per e-mail to the contact persons indicated in 3.2. Deadline for questions is one week before the tender deadline.

3.2 Contact details

Contact persons for this procurement are:

Contact person:	Marthe Haugland, Senior Innovation Adviser
E-mail address:	mah@nordicinnovation.org
Contact person:	Elisabeth Smith, Senior adviser, Nordic Innovation
E-mail address:	e.smith@nordicinnovation.org

4 Tender requirements

4.1 Tender documents

The Tender Document should be structured to address the award criteria (please see chapter 5). The Tender Document should be in pdf-format and signed by a person authorized to sign on behalf of the Supplier.

The selected Supplier will be required to provide the following:

- Tax certificate for value added tax and tax certificate for regular taxes, not older than 6 months counted from the Tender due date (purchases involving public funds are supposed to

be spent on companies that do follow the national tax regulations, so this documentation shall prove the appropriateness of the company).

- Signed HES Self Declaration (Appendix B).

4.2 Deadline and delivery

The Tender must be received by the Buyer no later than **17 January 2018 at 14.00 CET**.

The Tender shall be delivered by e-mail to info@nordicinnovation.org, and labelled with: **"Evaluation – Nordic Marine Innovation Programme 2.0"**.

The Tender deadline is absolute. Tender received after the Tender deadline will be rejected. The Supplier carries the risk of errors or delays in the submission/ sending of the Tender.

4.3 Tender validity date

The Tender shall be valid for a minimum of 90 days as from the Tender deadline.

4.4 Cancellation

The buyer reserves the right to cancel the competition.

5 Award criteria and evaluation

The Contract will be awarded to the Supplier who offers the most economically advantageous Tender based on the award criteria listed below.

Award criteria	Documentation and examples of aspects in the assessment	Weight
<p>Expected quality of the delivery, and the methods.</p>	<p>The Supplier's understanding of the task and proposed approach, hereunder:</p> <ul style="list-style-type: none"> - Thoroughness - Suggested methodology - Ease to communicate / understand <p>Please also describe the way the work will be organised (distribution of roles).</p> <p>To be included in the Tender:</p> <ul style="list-style-type: none"> - A plan for how the supplier intends to solve the assignment, including method/model of analysis, and method of gathering data and information (including source of data). - Examples of evaluation questions to the objective of the evaluation. - Time and activity schedule. 	30 %
<p>The competence of the designated team, in assessing research and innovation programmes – breadth and depth.</p> <p>Experience</p>	<p>The Supplier's overview and experience of relevance for solving the task in a satisfactory way.</p> <p>To be included in the Tender:</p> <ul style="list-style-type: none"> - The offered Suppliers' educational / professional background (very brief – no full cv, max 10 lines for each consultant) and the offered Suppliers experience with: - At least one example of similar assignments within the last 5 years - Facilitation/working closely with stakeholders (beyond the Buyer) - Work in a Nordic or international context - Three references 	30 %
<p>Total cost</p> <p>Value for money</p>	<p>To be included in the Tender:</p> <ul style="list-style-type: none"> - Financial proposal itemizing estimated costs for services rendered (daily consultancy fees), travel costs, and any other related supplies or services required for the evaluation. 	40%
<p>Total</p>		100%

Appendices

Appendix A: General conditions for purchase of services

Appendix B: HES Self Declaration

Appendix C: Theory of Change

Appendix A: GENERAL CONDITIONS FOR PURCHASE OF SERVICES

General Conditions for Purchase of Services

1. Application

- 1.1 These General Conditions apply to purchase of services for Nordic Innovation, hereafter referred to as "Buyer".
- 1.2 The Supplier is the addressee of the order and/or the Party a Contract is entered into with.
- 1.3 Any deviating contract/delivery terms are ineffective concerning the delivery unless the Buyer has accepted these in writing.
- 1.4 The general Conditions in the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven") apply to the extent suitable, unless otherwise expressly stated.

2. Price and payment terms

- 2.1 The price is to be agreed in advance by the Parties. The price includes all costs and expenses. The price is quoted excl. VAT.
- 2.2 Invoicing shall be done with payment each 30 calendar days. The term of payment shall not accrue before delivery is made and approved invoice have been received.
- 2.3 Approved invoice is an invoice which shall be specified and documented, so that the Buyer can easily check whether the invoiced items have been received and conforms to the Contract. Invoice fees, late fees and other fees are not admitted. For invoicing based on accrued time, the time is to be specified.
- 2.4 If the Buyer fails to pay at the agreed time, the Supplier shall be entitled to claim interest on any overdue amount, pursuant to the Act of 17 December 1976 No. 100 relating to Interest on Overdue Payments, etc. (the Late Payment Interest Act).
- 2.5 The Supplier cannot transfer invoices to a third party without the prior consent of the Buyer.

3. Delivery

- 3.1 Delivery is considered done when the services have been completed in accordance with what has been agreed and the Buyer has approved the delivery.
- 3.2 If the services consist of research and/or development works, delivery is considered done when accompanying documents etc. are delivered to and approved by the Buyer.

4. Transfer of risk

Risks are transferred from the Supplier to the Buyer at delivery.

5. Suppliers contractual obligations

5.1 General obligations

- 5.1.1 The services shall be completed in accordance with the Contract, and shall be performed efficiently, effectively and to a high professional standard.
- 5.1.2 The Supplier shall cooperate with the Buyer in good faith, and shall attend to the interests of the Buyer.

5.2 Characteristics of the services

- 5.2.1 The Supplier shall perform the services in accordance with the requirements in the Contract and be appropriate for the intended purpose.
- 5.2.2 The Supplier is responsible that the performance of the services is done in accordance with applicable law, and otherwise in accordance with prevailing trade rules and any other rules that may influence on the performance of the services. The Supplier shall obtain and maintain all necessary permissions and approvals for the performance of the services, and upon request from the Buyer document that necessary permissions and approvals exist.

5.3 Warranty

- 5.3.1 The Supplier undertakes liability for faults and defects of the delivery that are demonstrated within the first 24 months after the delivery. For partial deliveries, the warranty period starts to run from the time when the delivery is fully installed and ready for use. The Supplier must in this warranty period as soon as possible and for its own cost replace defective parts or repair the delivery so that it is free from faults and defects of any kind. The warranty period shall not be shorter than normal practise for the particular service or trade.
- 5.3.2 This provision does not limit the Buyer's right to claim remedies for faults and defects.

5.4 Right of ownership, defects in title

- 5.4.1 Rights of ownership, intellectual property rights and other relevant rights are transferred to the Buyer at payment, unless otherwise agreed in writing and subject to any limitations laid down by other agreements or by mandatory law.
- 5.4.2 The Supplier shall deliver the services free of any third party claims that are not described in the Contract and shall indemnify the Buyer from any form of third party claims relating to the services.
- 5.4.3 The Supplier shall retain the rights to its own tools and methods. Both Parties may also utilise general know-how that has been accumulated in connection with the Contract, provided that such know-how is not confidential.

5.5 Transfer of documents

Where the services are represented by documents, these shall be delivered together with the services.

5.6 Subcontractors

Unless otherwise agreed, the Supplier can use subcontractors to fulfil its obligations under this Contract. The Supplier is responsible for the fulfilment of the entire delivery. The Buyer is entitled to disallow the choice of subcontractors if there are justifiable grounds.

5.7 Insurance

The Supplier shall maintain insurance for the services until the risk is transferred to the Buyer.

5.8 Notification obligation

If the Supplier is hindered in fulfilling its obligations at the correct time, it shall without undue delay notify the Buyer of the impediment and its effect on fulfilling the Contract. The Supplier shall be able to document when and how such notifications was given.

6. Buyer's remedies for breach of contract

6.1 Limitation period

- 6.1.1 If the Buyer wishes to make a claim for breach of Contract, it must notify the Supplier in writing about the defect within a reasonable time after it discovered or should have discovered the defect.
- 6.1.2 If the Buyer does not submit a claim within 3 (three) years after delivery, it cannot later make a claim for that defect. This does not apply if the Supplier through a warranty or other agreement has assumed liability for defects for a longer period.
- 6.1.3 The Buyer may in any event make a claim on the defect, if the Supplier has shown gross negligence or otherwise behaved contrary to integrity and good faith.

6.2 Breach of notification obligation

If the Buyer does not receive notification as stipulated in Clause 5.8 within a reasonable time after the Supplier knew or should have known about the

impediment, the Buyer may demand damages for loss that could have been avoided if it had received notification within the time limit.

6.3 Withholding of payment

If the Buyer has claims resulting from the Supplier's breach of contract, the Buyer is entitled to withhold as much of the purchase price as the breach appears to constitute of the total compensation.

6.4 Penalties

6.4.1 If the Supplier does not meet deadlines as agreed, the delay constitutes grounds for daily fines. Daily fines will start to accrue automatically in the event of overdue delivery.

6.4.2 Daily fines constitute 1 % of the compensation excl. VAT for the part of the delivery that is affected by the delay per work day, limited to 20 (twenty) work days. The daily fine constitutes in any event a minimum of NOK 1000 per day.

6.4.3 The Buyer cannot discharge the Contract while a daily fine is running. This does not apply if the Supplier or someone it is liable for has shown gross negligence or otherwise behaved contrary to integrity and good faith.

6.4.4 If the daily fine does not cover the Buyer's documented direct losses incurred by the delay, the Buyer can claim damages for the excess amount.

6.5 Substitute purchase at discharge

At discharge, the Buyer has the right to conduct a substitute purchase in a reasonable manner and within a reasonable time after the discharge. In the event of a claim for damages, the Buyer is entitled to damages for the difference between the agreed price and the substitute transaction, in addition to other damages pursuant to this Contract.

6.6 Other remedies

Other remedies follow from the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven"), to the extent suitable.

7. Buyer's contractual obligations

7.1 General obligations

The Buyer shall contribute in good faith to the performance of the Contract.

7.2 Notification obligation

If the Buyer is prevented in meeting its obligations at the correct time, it shall without undue delay notify the Supplier of the impediment and its potential effect on fulfilling the Contract. The Buyer shall be able to document when and how such notification was given.

8. Supplier's remedies for breach of contract

8.1 Breach of notification obligation

If the Supplier does not receive notification as stipulated in Clause 7.2 within a reasonable time after the Buyer knew or should have known about the impediment, the Supplier may demand damages for loss that could have been avoided if it had received notification within the time limit.

8.2 Supplier's right to withhold

The Supplier is not entitled to withhold performances as a consequence of the Buyer's breach of contract. This does not apply if the breach is material.

8.3 Other remedies

Other remedies follow from the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven").

9. Suspension regulations (force majeure)

- 9.1 The Parties' obligations under this Contract may be suspended in cases in which impediments occur outside the control of the affected Party, which it could not reasonably be expected to have considered at the time of signing the Contract or avoided or overcoming the consequences of in relation to fulfilling one or more of the contractual obligations.
- 9.2 Suspension is conditional on the affected Party without undue delay notifying the other Party of the impediment and that the obligations thereof are suspended.

10. Transfer of rights and obligations

The Supplier cannot transfer the rights or obligations governed by this Contract to a third party without the prior written consent of the Buyer. Consent cannot be unreasonably withheld. If the Supplier merges or demerges the Buyer has the right to discharge the Contract immediately.

11. Amendments, stopping and cancellation

- 11.1 If the Buyer after signing this Contract finds it necessary to amend the requirements for the service or other conditions of the Contract in such a way that the nature or scope of the service is different than agreed, the Buyer may request for an amendment contract.

With demands for amendments the Supplier may require adjustments in compensation, or time schedules, if it substantiates a ground for such adjustments. A claim for adjusted compensation or time schedule must be submitted no later than simultaneously with the Supplier's response to the Buyer's request for amendment contract.

The Buyer may demand the service performance reduced or increased up to the corresponding 20 per cent of the

compensation for the entire service performance. The price shall in such case be changed corresponding to the decrease or increase. The Supplier may not claim compensation for such reduction.

If the Parties disagree about the amount to be added or deducted from the compensation or other consequences as a result of the amendment, the Supplier shall still implement the amendment without awaiting the final resolution of the dispute.

- 11.2 The Buyer may demand that the implementation of the service is temporary stopped. The demand must be proposed in writing. It must inform when the service shall stop and when it will be resumed.

By temporary stoppage the Buyer must compensate:

- a. The Supplier's documented and direct costs in connection to redeployment of personnel.
- b. Other direct costs that the Supplier suffers as a result of the stoppage.

- 11.3 The service can be cancelled by the Buyer with 30 (thirty) calendar days prior written notice. Reduction of the service up to 20 per cent of the compensation for the entire service is considered amendment and not cancellation, c.f. Clause 18.

By cancellation before the service is fulfilled the Buyer must pay:

- a. The Supplier's outstanding amount for already performed work.
- b. The Supplier's documented and direct costs in connection to redeployment of personnel
- c. Other direct costs that the Supplier suffers as a result of the cancellation.

12. Advertisements

The Supplier must obtain prior approval from the Buyer if the Supplier for advertisement purpose or in other way wishes to give the public information about the Contract beyond using the delivery as general reference.

endeavoured resolved through negotiations. If negotiations have not produced a result within four - 4 – weeks, after the first negotiation meeting, the dispute shall be decided by the normal courts of law. The Buyer’s court of domicile is the court of law for disputes arising from this Contract. The same applies to underwriters. Disputes are to be solved in accordance with Norwegian law.

13. Disputes

If disputes are to occur over the interpretation or legal effects of these general terms, the dispute shall be

Buyer: Name: Nordic Innovation Address: Stensberggata 25, 1157 Oslo, Norway VAT identification number: 971 516 577		Supplier: [Name] [Address] [Org. no.]	
Date: [dd.mm.yyyy]	Signature: 	Date: [dd.mm.yyyy]	Signature:
Name and position: Svein Berg Managing Director		Name and position: [Name] [Position]	

Appendix B: HES Self Declaration

Denne bekreftelsen gjelder:

Firma
Adresse
Postnr./-sted
Land*

Det bekreftes med dette at denne virksomheten arbeider systematisk for å oppfylle kravene i helse-, miljø- og sikkerhetslovgivningen og ved det tilfredsstillende kravene i forskrift om systematisk helse-, miljø- og sikkerhetsarbeid i virksomheten (Internkontrollforskriften) fastsatt ved kgl. res. 6. desember 1996 i medhold av lov 17. juni 2005 nr. 62 om og arbeidsmiljø, arbeidstid og stillingsvern mv.

Det bekreftes at virksomheten er lovlig organisert i henhold til gjeldende skatte- og arbeidsmiljøregelverk når det gjelder ansattes faglige og sosiale rettigheter. Det aksepteres at Oppdragsgiver etter anmodning vil bli gitt rett til å gjennomgå og verifisere virksomhetens system for ivaretagelse av helse, miljø og sikkerhet.

Daglig leder (sign.)

Dato:

Det bekreftes med dette at det er **iverksatt** systematiske tiltak for å oppfylle ovennevnte krav i helse-, miljø- og sikkerhetslovgivningen.

Representant for de ansatte (sign.)

Dato:

** The following applies for foreign contractors:*

We hereby confirm, by preparing this offer, that we have taken into consideration the requirements that follow from The Regulation relating to systematic Health, Environmental and Safety Work in the company (the Internal Control Regulation), laid down by Order in Council of 6 December 1995 no. 62.

We hereby accept that, if requested, the Purchaser will be given the right to control and verify the Bidder's system for taking care of the work of health, environment and safety.

Binding signature:

Manager
(Signature)

Date:

