

Mapping of the Ecosystem and Nordic Strongholds within Sustainable Ocean Economy

Request for Tender

I. Introduction

Nordic Innovation is seeking a supplier for a **Mapping of the Ecosystem and Nordic strongholds**. The objective is to identify synergies with potential for a Nordic Added Value, areas where the Nordics can take the lead, and opportunities for collaboration with leading global initiatives within the field of sustainable ocean economy. This initiative will outline the fundament for the overall ambition:

The Nordics shall be frontrunners in the development of a sustainable ocean economy.

Pre-identified areas of interest for the **Mapping of the Ecosystem and Nordic strongholds** are:

- **Emerging sectors**
- **Aquaculture**
- **Ocean technology**

Due consideration shall be given to national strategies and potential synergies with other Nordic, European and/or other international initiatives.

For this task Nordic Innovation has allocated **NOK 700,000**.

II. About Nordic Innovation

Nordic Innovation is an organization 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 intergovernmental 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 implementing the Nordic Prime Ministers 2030 vision for the Nordic cooperation. 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 programs to stimulate innovation and works to improve the framework conditions for Nordic markets and exports.

Nordic Innovation has an annual budget of approximately NOK 100 million.

For further information, please refer to the following webpages:

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

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

III. Sustainable Ocean Economy

The program is one of eight initiatives launched by the five Nordic ministers of trade and industry. The initiatives represent a determined advance towards a stronger and more sustainable Nordic region. Further, it supports the vision for the Nordic region to be the most sustainable and integrated region in the world by 2030. The time frame of the Program is from 2021-2024.

The aim of the Sustainable Ocean Economy initiative is to uphold the Nordic Region's role as a pioneer in innovative solutions that contributes towards making the Nordic region a frontrunner within the field of sustainable ocean economy.

Further information about the program can be found at: <https://www.nordicinnovation.org/programs/sustainable-ocean-economy>

To make the ocean economy more sustainable, there is a need for innovative solutions and new business models. The program will apply a holistic ecosystem approach consisting of the three overarching dimensions: Space – Surface – Subsea. The program will facilitate collaboration across borders and sectors. This will unlock the vast potential of our ocean economy and make Nordic Businesses more competitive.



IV. About the Mapping of the Ecosystem and the Nordic Strongholds

The **Mapping of the Ecosystem and Nordic strongholds** shall identify synergies with

potential for Nordic Added Value, areas where the Nordics can take the lead, and opportunities for collaboration with leading global initiatives within the field of sustainable ocean economy.

Pre-identified areas of interest for the **Mapping of the Ecosystem and Nordic strongholds** are:

- **Emerging sectors**
- **Aquaculture**
- **Ocean technology**

Due consideration shall be given to national strategies and potential synergies with other Nordic, European and/or other international initiatives.

For the purposes of this initiative, a **Nordic stronghold** is defined as an area where the Nordic countries complement each other and together possess the necessary prerequisites for the Nordics to be frontrunners in the development of a Sustainable Ocean Economy.

The Nordic cooperation is rooted in the idea of **Nordic Added Value**, that cooperation across national borders creates new synergies and leads to greater benefits than each country can obtain individually. Nordic Innovation seeks activities which encourage results that would not otherwise be possible.

a. The assignment

The **Mapping of the Ecosystem and Nordic strongholds** shall at a minimum cover:

- A. Mapping of sectors outlining the Ocean Economy in the Nordic region.
- B. Identification of Nordic strongholds with potential for a significant Nordic Added Value.
- C. Based on identified Nordic strongholds, investigation of related Nordic and/or international initiatives of interest for collaboration. For example, initiatives that complement the overall aim of the Sustainable Ocean Economy initiative or where the Nordics can take a leading role.
- D. Recommendation of activities and instruments to be used to achieve the aim of the initiative.

The ambition is to present the main conclusions from the **Mapping of the Ecosystem and Nordic Strongholds** to the governments of the Nordic countries, Businesses, and other stakeholders. The selected supplier shall develop a project plan to be approved by Nordic Innovation.

The assignment shall be delivered in a report that fulfills the requirements of the Nordic Design Manual¹ and is in a printable format. The report shall have an executive summary where the most relevant findings are summarized. The report shall be in English and the executive summary shall be

¹ design.norden.org

in English and one of the Scandinavian languages. Furthermore, the report and findings should be followed by a PowerPoint presentation for Nordic Innovation to use.

b. The Contract Value

The value of the contract is **NOK 700,000.** - including all costs and VAT.

c. The project duration

The assignment shall be completed, and a final report submitted to Nordic Innovation no later than **15 September 2021.**

V. Eligibility criteria

1. The tender must be correctly submitted electronically within the given deadline. The tender shall be submitted in a single pdf file (budget to be included).
2. The tender must be valid until 1 August 2021.
3. The tender shall be written in English.
4. The supplier shall be an entity registered in the EEA, the EU, Greenland or the Faroe Islands. The registration shall be documented in the tender.

Tenders that do not fulfil the above eligibility criteria will not be processed.

VI. Selection of supplier

Tenders that meet the conditions will be examined and evaluated by Nordic Innovation based on the following criteria.

Evaluation Criteria

- I. The supplier's competence and experience in conducting similar assignments preferably cross-borders and/or within the field of Ocean Economy. Short CVs of 1/2 page may be attached.
- II. How it is ensured that the whole Nordic Region will be thoroughly covered.
- III. The foreseen content of the final product.
- IV. Does the tender provide a good value for money? Financial proposal shall be included itemizing estimated costs for services rendered (daily fees) and other costs related to supplies or services required for the assignment.

Nordic Innovation will select the supplier Nordic Innovation deems best suited for the assignment and offers the most economically advantageous tender based on the evaluation criteria listed above. In the evaluation, each criteria (I-IV) will be equally weighted (25% each).

The procurement process will follow the principles of 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.

VII. Submission and deadlines

The tender shall be structured in the following way: A tender of no more than 10 pages including a budget. The Tender Document shall be structured to address the described assignment and the evaluation criteria. The tender shall be submitted in a single pdf-file signed by a person authorized to sign on behalf of the applicant. It is the applicant's responsibility to ensure that all questions, requirements, and clarification points are answered / highlighted and documented in the tender.

The submission deadline for the tender is at 13:00 CET, **21 May 2021**. Information/documents sent after the deadline will not be accepted.

Please send your tender to: info@nordicinnovation.org labelled "Mapping of the Ecosystem and Nordic Strongholds".

Please note that dates can be subject to change.

As soon as a project contract has been signed a notification will be published on Nordic Innovations' website and in email to all tenders.

Please note that Nordic Innovation **General Conditions for Purchase of Services** will be a part of the project contract.

Activity	Date
Publishing of the tender	30 April 2021
Deadline for asking questions	10 May 2021 at 13.00 CET
Answers published online	12 May 2021
Deadline for application	21 May 2021 at 13.00 CET
Selection of supplier	5 June 2021

VIII. Contact information

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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.

13. Disputes

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

Buyer: Name: Nordic Innovation Address: Stensberggata 27, 0170 Oslo, Norway VAT identification number: 971 516 577		Supplier: Name: Address: VAT identification number:	
Date:	Signature:	Date:	Signature:
Name and position: Svein Berg Managing Director		Name and position: Managing Director	