



**Ministry of Environment  
of Denmark**

**Tender specifications for advertising**

**of**

*a project within the auspices of the Nordic Working Group for Climate and Air (NKL)  
regarding*

**Nordic perspectives on transboundary impacts of climate  
change**

12.05.2021

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# **1 TENDER SPECIFICATIONS**

## **1.1 Introduction**

These procurement documents elaborate on the advertisement at [www.udbud.dk](http://www.udbud.dk) of 12.05.2021.

The procurement procedure concerns a public contract for a project of a total contract value during the course of the contract of less than DKK 1.036.259, exclusive of VAT, which is of cross-border interest. The project is advertised at [udbud.dk](http://udbud.dk) pursuant to sections 191-192 of the Danish Public Procurement Act<sup>1</sup> and section 10 of Executive Order No. 1572 of 30 November 2016.

The contract is advertised as an open procedure.

All interested parties are hereby invited to submit tenders for execution of the project in accordance with the specifications in these procurement documents.

## **1.2 The contracting authority**

The contracting authority under this procurement procedure is:

**The Ministry of Environment (MIM)**  
*on behalf of the Nordic working group for Climate and Air (NKL)*  
Slotsholmsgade 12  
1612 Copenhagen Ø  
[mim@mim.dk](mailto:mim@mim.dk)

In these tender specifications the contracting authority will henceforth be referred to as “the Contracting Authority”.

Contact: Anna Maria Gran, NKL-coordinator  
E-mail address: [angra@mim.dk](mailto:angra@mim.dk)

All communications must be sent by e-mail and be written in English.

In case of discrepancies between the Contracting Authority's written statements and oral declarations, the written statements shall prevail in all respects.

## **1.3 Description of the project**

This procurement procedure comprises:

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<sup>1</sup> Act No. 1564 of 15 December 2015

The overall objective of this project is to improve the understanding of the effect of transboundary impacts of climate change in the Nordic countries.

### **1.3.1 Background**

The various impacts of climate change in particular regions of the world are likely to have consequences in other regions as well. In the global world of today, governments and businesses have to take these transboundary impacts of climate change into account when preparing strategies and actions for climate adaptation. The Nordic countries, particularly Finland, Sweden and Norway, have recently produced overviews and launched research projects focusing on the transboundary impacts of climate change. In the context of this proposal, transboundary impacts refer to how the global effects of climate change (outside the Nordic region) impact on the Nordic region or parts thereof, currently or as an effect of future climate change.

International initiatives within the field include research and development projects funded by the European Union, as well as a recent international initiative, Adaptation Without Borders, which focuses on knowledge transfer and other support to policy makers. The Nordic countries have conducted analyses of potential transboundary impacts on various sectors (i.e. policy areas), including trade, finance, agriculture, energy and infrastructure. Furthermore, geopolitical and social aspects such as predicted changes in human migration patterns have been analysed. Several of the recent overviews concluded that there is a need to work across sectors, and that international co-operation could contribute to a better understanding of these complex challenges.

A Nordic up-to-date overview of the most recent studies and initiatives on current and potential transboundary impacts of climate change would offer national authorities valuable inputs for their work on climate adaptation, and provide information required to build societies that are resilient to the effects of climate change.

### **1.3.2 Project objectives**

The overall objective of the project Nordic perspectives on transboundary impacts of climate change is to enhance the knowledge of current and potential transboundary impacts of climate change in the Nordic region.

Furthermore, the project should identify priority sector(s) at risk of transboundary impacts in the Nordic region and assess where joint Nordic action could address potential concerns.

The geographical scope of this project takes as a point of departure the five Nordic sovereign states. However, descriptions of efforts from, and consequences for the entire Nordic region (including the self-governing regions) can be included where relevant.

### **Target group**

The main target groups are Nordic governmental officials, business leaders and other decision makers that may be impacted by the effects of global climate change and the consequent effects on

the Nordic region. The project results are intended to be used in the communication work of NKL at UNFCCC COPs and other international climate events.

### **1.3.3 Tasks**

#### **1. Overview of the most recent and ongoing Nordic and select European work on current and potential transboundary impacts of climate change.**

The first phase is to compile an overview of the most recent and ongoing work in Europe on current and potential transboundary impacts of climate change, with a special focus on the Nordic region. This task should take into consideration developments in both research, policy/governance and business practices and should include:

- a desktop study of relevant reports and other publications in Europe, with special focus on the Nordic region;
- interviews with representatives of national authorities, researchers and other relevant actors as identified through the desktop research; and
- a webinar gathering relevant policy makers, national focal points, experts and researchers as identified through the previous two stages to discuss what key transboundary impacts of climate change the Nordic region may be subject to.

This should result in:

- an improved understanding of the current knowledge base in Europe, with special focus on the Nordic region;
- an analysis of the relevance of this knowledge base for the Nordic region;
- identification of knowledge gaps and priorities areas for continued work in the Nordic region;
- identification of 1-2 priority sector(s) where more in-depth analyses could produce additional relevant knowledge for the Nordic region; and
- suggestions of relevant themes and aspects to be analysed in the respective sector(s) identified above.

**Timeline:** 14.09.2021 – 01.03.2022 for report/written overview, webinar to be held no later than 15.01.2022

#### **2. Analysis of current and potential transboundary impacts of climate change upon 1-2 priority sector(s) (as identified in phase 1) in the Nordic region.**

The second phase involves analysing the current and potential transboundary impacts of climate change upon 1-2 priority sectors (as identified in phase 1) in the Nordic region. The service provider may make suggestions for how to carry out the second phase. Potentially relevant formats include webinars, stakeholder interviews or similar activities, in order to analyse specific issues and current work relating to the sector(s) identified in phase 1. Themes and aspects that should be explored are:

- Analysing climate-related risks for the priority sector(s). Are there similar challenges across the Nordic region?

- Assessing the potential for joint actions within the priority sector(s) to address potential concerns.
- Assessing the roles of governments and businesses in managing current and potential transboundary impacts of climate change in the priority sector(s).

**Timeline:** 01.11.2021 – 01.03.2022

#### **1.3.4 Output and communication of project results**

The project should deliver the following outputs:

1. A short project description, including expected outcomes, (one A4) in English by 01.10.2021. The project description can be used to communicate about the project, e.g. as a press release or online.
2. A presentation of results (preliminary if necessary) and possible suggestions for joint Nordic actions delivered at a United Nations Climate Change Conference. This could be COP, UNFCCC Intersessionals or satellite event in the Nordic region, depending on COVID-19 situation and project timeline. To be determined in consultation with the steering group and delivered digitally if required. Powerpoint presentation and short written briefing material to be used in conjunction with the presentation with results and suggestions for joint Nordic actions to be sent to NKL at least one week prior to the conference for comment and adjustments by NKL.
3. A summary of the key results of the project for publication with a focus on relevant information for policy makers and other decision makers in the Nordic region. Resources for adjustments and dialogue with the communication unit should be covered by the service provider. Publication and printing will be covered by NKL.
4. A project report for publication detailing the results of the project, including e.g. an overview of current work (policies, business strategies and other measures) and knowledge (impacts, forecasts); key-sector analysis; identification of current knowledge gaps and priorities areas for continued work; consequences for strategic governance and private-sector management, etc. This should be structured according to the Nordic Council of Ministers' publishing guidelines. For more detailed technical information see the [guide for publication](https://www.norden.org/en/information/due-release-publication) (<https://www.norden.org/en/information/due-release-publication>). The format will be decided when receiving the first draft report. The service provider and NKL contact person or coordinator and the NCM publication unit will be in dialogue with regard to the project report. A draft report should be presented to the steering group and NKL by 15.02.2022. The report shall be ready for publication by 13.03.2022.
5. A short final report with accounts for internal reporting purposes to be submitted before the disbursement of the final payment. A template for this document will be sent by the NKL coordinator upon request.

The language of all the publications as well as communication with the steering group is English, however, the final published report shall have a summary both in English and in a Scandinavian language. The translation is the responsibility of the consultant, and the costs of the consultant's supporting the NCM graphic designer with necessary information for web publishing, translation of the summary and language check shall be included in the project budget. However, the actual costs for web publishing and graphic design will be covered by NKL.

The steering group and NKL will decide if the project report shall be published online by the Nordic Council of Ministers at [www.norden.org](http://www.norden.org). NKL will decide if the publications should be printed, when the work is completed. Costs of printing the publications will not burden the project budget.

The project manager must be prepared to present the status of the project to the steering group at their meetings as a minimum according to the time schedule, to be prepared by the project manager.

## **1.4 Role of the steering group**

A steering group will be appointed to approve milestones, directions, plans of the project and to evaluate and approve status and the final report. The group will consist of approx. 5 Nordic national experts and NKL's coordinator. There will be 3-5 steering group meetings during the project that are to be coordinated by the project manager. The format of the meetings is video/teleconference. The contractor will prepare agendas and minutes for all the steering group meetings and coordinate a suitable time frame for the meetings. The contractor will gather comments from the steering group to drafts of the report and leaflet.

## **1.5 The contract period**

The contract period is expected to be 14.09.2021-13.03.2022.

## **1.6 Procedure, suitability criteria and tender evaluation**

### **1.6.1 Procurement procedure**

In open procedures, all interested suppliers may submit tenders. The tenders received will be evaluated in two stages: the evaluation of suitability stage and the award stage.

The purpose of the evaluation of suitability is to ensure competition between tenderers that are suitable to pursue the tendered project. The evaluation of suitability will be based on the information requested in item 1.6.2, "Suitability criteria".

In the award stage, a specific evaluation is made of the tenders received, and, based on this, it is decided which tenderer is to be awarded the contract. The contract will be awarded on the basis of the award criterion stipulated in item 1.6.4.1, "Award criterion" and 1.6.4.2, "Sub criteria".

### **1.6.2 Suitability criteria**

#### *1.6.2.1 The legal person*

The tenderer shall state clearly and unequivocally the legal person that is the tenderer and thus liable to the Contracting Authority.

#### *1.6.2.2 Tender submitted by a consortium*

If a tender is submitted by a consortium comprising several liable tenderers, the individual legal persons shall be stated clearly and unequivocally, in addition to a joint agent with whom the Contracting Authority may enter into a contract that is binding on the consortium. The participants have joint and several liability. If a consortium is awarded the contract, each member of the consortium shall issue a written statement on joint and several liability for the performance of the contract.

Participating in a consortium means that several businesses combine to jointly complete the tendered project, which might e.g. have been too large for them to complete individually. The use of sub-contractors to complete the project does not constitute a consortium.

To the extent that the tenderer is a consortium, the statements and information given below under item 1.6.2.4, "Conditions of participation", item 1.6.2.5, "The tenderer's financial and economic suitability" and item 1.6.2.6, "The tenderer's technical and/or professional suitability" shall be submitted for all members of the consortium. If the Contracting Authority demands references under item 1.6.2.6, and the Contracting Authority has determined a maximum number, the Consortium may, however, submit only the maximum number in total.

Overall, the Consortium shall be required to fulfil the minimum requirements only if such requirements have been stipulated. By way of exception, however, the consortium members' sums insured cannot be added up with a view to fulfilling the minimum requirement, if a minimum requirement for insurance cover has been stipulated. In such cases, at least one of the members or the actual consortium must be able to document their fulfilment of the minimum requirement.

#### *1.6.2.3 Use of sub-contractors*

If the tenderer intends to use sub-contractors to carry out the tendered project or elements thereof, the tenderer must state clearly and unequivocally in its tender the names of the sub-contractors as well as the elements of the project which the tenderer intends to sub-contract.

The statements and information given below shall not be submitted for sub-contractors, since the supplier is responsible and liable for the work of any sub-contractors.

#### *1.6.2.4 Conditions of participation, the tenderer's own situation*

The Contracting Authority will evaluate the tenderer's suitability to perform the tendered contract. The suitability evaluation may comprise the tenderer's own situation, financial and economic suitability and technical suitability.

#### *1.6.2.5 The tenderer's financial and economic suitability*

The tenderer shall present the following proof of its financial and economic suitability:

The business' turnover of the latest financial year (a copy of the relevant annual report or a link to the public financial records are sufficient to evaluate the tender's financial and economic



suitability). The minimum requirement is a turnover of minimum twice the amount of the budget of this contract.

If the tenderer is unable to present the required proof, the tenderer shall seek to otherwise prove its economic and financial suitability by submitting appropriate documents. In such case, the tenderer shall refer to the circumstance relied on by the tenderer as valid grounds for not presenting the required documents.

#### *1.6.2.6 The tenderer's technical and professional suitability*

The tenderer shall enclose the following as means of proof of its technical and professional suitability:

1. The business's references. A minimum of one and a maximum of five references shall be enclosed for projects similar to the tendered contract, which the tenderer has completed within the tendered area in the last three years as from the date of publication of the advertisement. The reference list shall include the following information:

- A brief description of the project and its relevance with respect to the tendered project;
- statement of the business that obtained the reference (this is only a requirement if the reference is based on a sub-contractor, or if it is provided in connection with a consortium);
- the contact person at the business/public institution for which the project was carried out;
- the contract period; and
- the contract value.

2. A short description of the tenderer's organisation and number of employees.

The Contracting Authority reserves the right to contact the references stated to check the content of the references stated.

### **1.6.3 Budget**

The budget is 500 000 DKK (VAT 0%). Danish companies that must add the Danish VAT to this price, can do so, as long as the budget clearly shows that the total cost does not exceed 500.000 DKK excl. VAT. The allocated budget shall cover all ordinary expenses for carrying out the project as well as all related travel, meeting and web publication expenses. Person resources allocated to activities should be documented in the form of salary per project worker per hour and total sum of hours. The administrative body (i.e. the tenderer) does not have the right to calculate overhead costs for the project. This means that overhead costs should not be a separate post within the budget, but could, if needed, be part of the tenderer's costs for salary. Tenders exceeding the maximum budget will not be taken into consideration. A lower overall budget is not a competitive advantage (see instead 1.6.4.2 Sub-criteria).

#### **1.6.4 Tender evaluation**

##### *1.6.4.1 Award criterion*

The supplier is selected on the basis of the award criterion: best price quality ratio (the financially most advantageous tender).

##### *1.6.4.2 Sub-criteria*

The evaluation of the financially most advantageous tender will be based on the criteria below with the weighting stated:

- a) the coherence of the work plan and methods, that is, the coherence between the objectives (as defined in this request for tenders) and the proposed activities, expected results and budget. Items assessed in this criterion include the clarity of methods, innovativeness and suitability of the methods for implementing the task as well as the coherence of price, time and resources allocated to each activity (40%)
- b) proven knowledge and understanding of climate change adaptation processes, stakeholders and status in the Nordic countries (25%)
- c) the general competence and qualifications of project workers as well as their previous experience in the field (25%)
- d) the quality and spread of Nordic network, including description of Nordic contacts to be used in the project to cover all Nordic countries within the report (10%)

##### *1.6.4.3 Point model*

On evaluation, it is estimated how many points each tender should have for each of the quality sub-criteria, using the following absolute point scale of 1 to 9:

- 9 Best possible compliance with the criterion
- 8 Excellent/superior compliance with the criterion
- 7 Good/highly satisfactory compliance with the criterion
- 6 Above average compliance with the criterion
- 5 Average /satisfactory compliance with the criterion
- 4 Below average compliance with the criterion
- 3 Less satisfactory compliance with the criterion
- 2 Inadequate compliance with the criterion
- 1 No compliance with the criterion or minimum requirements

When the tenders have been received, a specific evaluation will be made of the tenders received, and on this basis it is decided which tenderer has submitted the financially most advantageous tender.

## **1.7 Tender conditions**

The tenderer shall submit its tender based on these procurement documents. The final contract shall be awarded on the basis of the enclosed draft contract, cf. Appendix 1.

The procurement process is open to both international and Nordic tenderers. As this is a Nordic project, the team should understand the Nordic playing field and have a sufficient Nordic network or Nordic team members.

NKL does not require any specific format for the tenders. Nevertheless, the tender should not be longer than 20 pages (appendices described in 1.6.2.6 excluded) and each CV should be max two pages long. Only relevant project references are to be included. The time spent for each task should be indicated by hours.

### **1.7.1 Tender deadline, recipient of tenders etc.**

Tenders must be received by the contracting authority by 23.06.2021 at 23.55.

All the needed documents have to be delivered by this time. Any material that has arrived after the deadline shall not be taken into consideration.

The decision will be taken by the Nordic working group for Climate and Air Pollution (NKL) in August/September 2021. All tenderers will be informed about the results during the middle of September.

The project is planned to be launched in 14.09.2021 and finished by 13.03.2022.

**Tenders must be sent by e-mail to [mim@mim.dk](mailto:mim@mim.dk)**

**Attn.** Nordic Working Group for Climate and Air (NKL)/Anna Gran  
c/o Ministry of Environment of Denmark, Department

The following must be entered in the subject line of the e-mail:  
Procurement procedure for: Nordic perspectives on transboundary impacts of climate change.

*In particular, it should be noted that tenders may be submitted solely to the e-mail address stated, and that any tenders received by ordinary mail and/or delivered to other email addresses will be rejected.*

CVs and other documentation that may contain personal information should be sent in a separate document to the project plan and budget. This is to minimise the unnecessary spread of personal data if access to the project plan or budget is requested.

Tenders that are received in due time will be processed after the tender deadline. The tenderer is not admitted to attend the opening of tenders.

The tenderer is assumed to maintain its tender for a period of three months as from the tender deadline.

The Contracting Authority shall not consider the procurement procedure completed until the contract, cf. Appendix 2, has been signed by both parties. Regardless of whether the contract is awarded to another tenderer, the tenderer shall be bound by its tender until the Contracting Authority has concluded the contract, but no longer than for the maintenance period stated above.

#### **1.7.2 Minimum requirements for content, presentation etc. of the tender**

The tender must contain the following:

1. A letter of tender clearly stating the legal person or organisation submitting the tender and any use of sub-contractors etc., cf. item 1.6.2.1, "The legal person", item 1.6.2.2, "Tender submitted by a consortium" and item 1.6.2.3, "Use of sub-contractors".
2. Documentation of the requested information concerning the tenderer's financial and economic suitability, cf. item 1.6.2.5, "The tenderer's financial and economic suitability". Documentation of the requested information concerning the tenderer's technical and professional suitability, cf. item 1.6.2.6. "The tenderer's technical and professional suitability".
3. Descriptions and documentation of the stated sub-criteria in the specified form, cf. item 1.6.4.2, "Sub-criteria".
4. Notification of processing personal information - Annex 1 to the Tender specifications must be fulfilled and signed by the Tenderer and comprised in the tender.

The Contracting Authority reserves the right to correct or remedy formal errors and omissions in the tenders received in compliance with section 159(5) and (6) of the Public Procurement Act.

If the tender received contains more references than the stipulated maximum, the Contracting Authority reserves the right to contact the tenderer to request submission of a correct reference list within a short period of time determined by the Contracting Authority.

Tender prices must be stated in DKK, including duties and fees, but exclusive of VAT, cf. further information on terms of payment etc. in the draft contract, cf. Appendix 2.

#### **1.7.3 Language**

The tender and related appendices and any written questions asked during the procurement period shall be in English.

#### **1.7.4 Contractual basis**

The contract shall be concluded on the basis of the enclosed draft contract, cf. Appendix 2.

The contract establishes the obligations and rights that will be applicable between the contracting parties in relation to provision of the services comprised by this procurement procedure. It should be noted that the basic terms of the draft contract cannot be changed.

The tenderer's standard terms will not be part of the contract basis. This applies even though the tenderer encloses its own terms on submission of the tender, delivery, order confirmation or invoicing, etc. See also item 1.7.8 on reservations.

#### **1.7.5 Cancellation**

Until completion of the procurement procedure by conclusion of the final contract, the Contracting Authority reserves the right to cancel the procurement procedure and subsequently possibly carrying out a new procurement procedure, provided the reason for cancelling is not unjustified. Any cancellation will be accompanied by a letter to all tenderers stating the reason for the cancellation.

#### **1.7.6 Costs of participation**

Tenderers participate in the procurement procedure for their own account and risk, and any costs or losses incurred by tenderers are of no concern to the Contracting Authority, including if the Contracting Authority should decide to cancel the procurement procedure without awarding a contract.

#### **1.7.7 Variants**

No variants are accepted.

#### **1.7.8 Reservations**

The tenderer is not entitled to make reservations with respect to basic elements of the overall procurement documents, including the provisions of the Contract. If the tenderer encloses standard terms, the Contracting Authority will assess whether they contain reservations regarding the procurement documents.

Reservations with respect to basic elements such as the price quoted, deadlines fixed and the draft contract will result in the tender being considered non-compliant.

If possible, any reservations not concerning basic elements of the overall procurement documents will be priced by the Contracting Authority, and such price will be added to the tenderer's tender price. The Contracting Authority is also entitled to refrain from considering these tenders, however.

Any reservations must be clearly stated.

#### **1.8 Questions and corrections**

If the tenderer deems elements of the documents and the procurement procedure to be unclear or inappropriate, the tenderer is encouraged to ask written questions to all three email addresses below:

[angra@mim.dk](mailto:angra@mim.dk)  
[setpo@mim.dk](mailto:setpo@mim.dk)  
[astsv@mim.dk](mailto:astsv@mim.dk)

Questions received no later than 5 working days before expiry of the tender deadline can be expected to be answered. The Contracting Authority will endeavour to answer all questions no later than two working days before the tender deadline.

Questions will be answered in writing. Questions, answers and any corrections will be published in an anonymous form at [www.udbud.dk](http://www.udbud.dk).

It is the tenderer's responsibility to keep current with any published questions and answers as well as corrigenda before expiry of the tender deadline, since non-conforming tenders are the tenderer's responsibility.

### **1.9 Confidentiality**

When preparing its tender, the tenderer should be aware that documents related to the Contracting Authority's procurement procedure, including tenders received, may be comprised by rules of law on right of access to documents within public administration authorities. This means that competitors etc. may request access to documents in connection with tenders submitted. According to the practice of the Complaints Board for Public Procurement, requests for access to documents from other businesses also participating in the procurement procedure must be granted after the circumstances. However, the evaluation of such request shall take into account whether the business submitting the tender has requested that parts of the tender be kept confidential and has to that effect indicated the information/elements of the tender to be kept confidential.

If the tender contains information or elements that the tenderer wants to be excluded from right of access, the tenderer is therefore encouraged to state this in its tender. Notwithstanding the tenderer's statements about confidentiality, however, the Contracting Authority will be entitled and under an obligation to allow access to the documents to the extent this is stipulated by law. The Contracting Authority shall decide whether to allow access to documents after hearing the business for the information of which access is requested.

### **1.10 Schedule**

The procurement procedure shall be carried out in accordance with the following schedule:

12.05.2021	Advertising at <a href="http://www.udbud.dk">www.udbud.dk</a> .
16.06.2021	Deadline for receiving questions, cf. item 1.8.
23.06.2021 at 23.55	<b>Tender deadline</b>
09.09.2021	Expected announcement of award decision.

13.09.2021	Expected award of contract.
14.09.2021	Expected entry into force of the contract.

### 1.11 Procurement documents

The total procurement documents consist of these procurement conditions and the following appendices:

Appendix 1: Notification of processing personal information - to be fulfilled and signed by the Tenderer and comprised in the tender

Appendix 2: Draft contract

#### *Background documents for inspiration:*

In Norway, two recent overviews identified potential transboundary impacts of climate change, including examples from other European countries, see (both in Norwegian)

- <https://www.miljodirektoratet.no/globalassets/publikasjoner/m932/m932.pdf>
- <https://www.miljodirektoratet.no/globalassets/publikasjoner/m1320/m1320.pdf>

In Finland, a 2016 report identified potential transboundary impacts of climate change on different sectors and a more recent study looked into the implications of transboundary climate impacts on different business sectors, see

- <https://julkaisut.valtioneuvosto.fi/handle/10024/79783> (in Finnish with abstract in English)
- <https://www2.deloitte.com/fi/fi/pages/risk/articles/climate-change-has-a-significant-impact-on-finnish-businesses.html>

In Sweden some recently finalized projects have produced state-of-the-art overviews and recommendations for future work, see (both in Swedish)

- <https://www.pwc.se/sv/hallbar-utveckling/klimatforandring.html>
- <https://www.ivl.se/download/18.5bd4aefa1729cd64da6d3e/1593780689650/C542.pdf>

Other research projects and activities have been launched in these countries.

In 2020, a four-year Horizon 2020 project on transboundary impacts started, see

- <https://ecdpm.org/cascading-climate-risks-towards-adaptive-resilient-european-societies/>

Adaptation Without Borders recently published a policy brief on transboundary impacts of climate change including recommendations to the European Union.

- <https://adaptationwithoutborders.org/>