



**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*

**Loss and Damage Associated with the Adverse Effects of
Climate Change**

22.03.2022

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1 TENDER SPECIFICATIONS

1.1 Introduction

These procurement documents elaborate on the advertisement at www.udbud.dk of 22.03.2022.

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 1.043.126 kr., exclusive of VAT, which is of cross-border interest. The project is advertised at udbud.dk pursuant to sections 191-192 of the Danish Public Procurement Act¹ 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.

The research study could be conducted in a partnership between leading policy and research institutions working with climate policy and loss and damage associated with the adverse effects of climate change. Representatives from other academic institutions could be drawn upon as appropriate, for example as presenters or discussants at the seminar/workshop.

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

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: anra@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:

¹ Act No. 1564 of 15 December 2015 and subsequent amendments.

The overall objective of this project is to improve the understanding of the complexities of loss and damage associated with the adverse effects of climate change, with a view to increase knowledge and awareness about the current landscape of action that aim to avert, minimize and address loss and damage.

1.3.1 Background

As the impacts of climate change increasingly materialize, the topic of loss and damage has come to the forefront of climate policy. Following negotiations over a number of years, the Warsaw Mechanism for Loss and Damage associated with Climate Change Impacts (WIM) was established in 2013 at COP 19.

At COP21 in 2015, the Paris Agreement was agreed, whose Article 8 was dedicated to averting, minimizing and addressing loss and damage associated with the adverse effects of climate change. At COP25, agreement was reached to establish the Santiago Network under the WIM. A decision on the functions of the Santiago Network was reached two years later at COP26, as well as a process to decide upon its operational modalities, structure and modalities for the management of funds for technical assistance. The full operationalization of the Santiago Network, therefore, is still pending.

COP26 saw another decision on averting, minimizing and addressing loss and damage, namely the launch of the Glasgow Dialogue to discuss the arrangements for the funding of activities to avert, minimize and address loss and damage associated with the adverse impacts of climate change. The Glasgow Dialogue will stretch over 2 ½ years and take place during the first sessional period of the UNFCCC Subsidiary Body for Implementation each year. The scope and modalities for conducting the Glasgow Dialogues is not yet determined.

Progress on the topic of loss and damage associated with the adverse effects of climate change in international climate policy has been slow and challenging. This is mainly due to a history related to the loss and damage topic characterized by entrenched and divergent positions, including in the international climate negotiations.

Following the decisions at COP26, consideration of loss and damage has gradually become a more and more central aspect of the international climate change negotiations. In order to ensure that the decisions taken in Glasgow can contribute to progress on averting, minimizing and addressing loss and damage it is key that these decisions are followed up on and to ensure the discussions on the Santiago Network and the Glasgow Dialogue become fruitful.

Understanding the complexities of loss and damage associated with the adverse effects of climate change is central to the current efforts to advance the climate negotiations as well as to ensure action at the international, regional and national level.

1.3.2 Project objectives

Against the background of increased evidence about loss and damage due to climate change there is a need to enhance understanding and to put forward potential ways in which progress on averting, minimizing and addressing loss and damage can be made, through conducting a research study on conceptual and practical aspects of the loss and damage agenda. The study will acknowledge that the term loss and damage is predominantly used within the UNFCCC context but actions to avert, minimize and address loss and damage are carried out by a large number of actors albeit using different terms.

Meaningful progress on loss and damage requires policy solutions, which are responsive to the issues raised in the international debate on loss and damage as well as to the challenges experienced on the ground.

Against this background, the objective of the study is to present key policy solutions and practice-based experiences of how loss and damage under all the different terms used is being felt and addressed through international and national efforts across the globe. To support these efforts, the study will provide an assessment of key developments and potential ways forward to enhance work on averting, minimizing and addressing loss and damage that could gain support from all Parties to the Paris Agreement, drawing on policy, research, and practice. Covering such elements would help illustrate the complexities and needs to be addressed and supported, as well as point to critical gaps in knowledge and policy. It will draw on scientific and grey literature and expert interviews with the broad range of UNFCCC and non-UNFCCC actors.

Target group

Target groups for this project are foremost policymakers, decision makers and climate negotiators in the Nordic countries as well as internationally. Other relevant target groups are civil society organisations, research institutes, universities, and the private sector.

1.3.3 Tasks

1. Assessment of the status of loss and damage after COP26

Building on the many studies already carried out, the research study will provide a brief review of the development of loss and damage in international climate change negotiations with a view to provide an assessment of the status of loss and damage after COP26, structured around two main issues:

- Arrangements for funding of activities to avert, minimize and address loss and damage associated with the adverse impacts of climate change and the Glasgow Dialogue on this topic;
- The operationalization and role of the Santiago Network.

2. Assessment of thematic elements

Issues that should be covered in the study include economic and non-economic losses as well as slow and sudden onset climate-related events across human and natural systems.

The study should take departure in the results from the report recently published by The IPCC's Working Group II on Impacts, Adaptation and Vulnerability as part of the IPCC's Sixth Assessment Report.

The study may also cover the role of the Warsaw International Mechanism, including the work of its five expert groups and the governance arrangements for the Warsaw International Mechanism.

These elements of the research study are not exhaustive, but aim to explore the unique and variant manifestations of loss and damage and related potential responses.

3. Highlight critical gaps in knowledge and policy

The assessments of the above two elements should lead to an illustration of the complexities and needs to be addressed and supported, as well as point to critical gaps in knowledge and policy.

The research study should offer a global perspective on loss and damage and draw, as appropriate, on knowledge and experience from international actors, including from developing countries, as contributors at the public seminar/workshop.

These tasks shall result in the creation of policy brief(s), a main report, a seminar/workshop and a communication event (see 1.3.4 Output and communication of project results).

1.3.4 Output and communication of project results

The project shall deliver the following outputs:

1. **Project description** (DL 02.06.2022):
A short project description, including expected outcomes, (one A4) in English. The project description can be used to communicate about the project, e.g. as a press release or online.
2. **Policy brief(s)** (DL September 2022 in due time to Output 4. Seminar/workshop):
One to two policy briefs should be aimed at providing input to loss and damage processes in the lead up to COP27 and beyond, including on the Glasgow Dialogue and the discussion on the Santiago Network.
3. **Project report** (DL final manuscript 14.10.2022 and DL publication of report 07.11.2022):
The policy brief(s) should be synthesized and the evidence gathered during the study is to be compiled into a main report for publication 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>). The format will be decided when receiving the first draft report. The project manager 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 03.10.2022 for

comments. The final manuscript to be sent to the publication unit 14.10.2022. The report shall be ready for publication by 07.11.2022.

4. Seminar/workshop (DL: September 2022):

The supplier will present the findings of the report at a seminar/workshop(s). The seminar/workshop will be held during September 2022 to present and discuss the preliminary results of the report with relevant groups. The format and audience to be decided by the steering group after suggestions by the supplier.

5. Side event COP27 or a satellite event (during COP27: 7-18 November 2022) (DL for PowerPoint presentation for the event: 1. November 2022):

A presentation of results and possible suggestions for further research on critical gaps in knowledge and policy may be delivered as a side-event at the United Nations Climate Change Conference COP27. This could be at the COP premises or a satellite event in the Nordic region (timing and format depending on COVID-19 situation and project timeline).

Presentations under output 4. and 5. are to be determined in consultation with the steering group and delivered digitally if required. A powerpoint presentation and short written briefing material to be used in conjunction with the presentation with results and suggestions for critical gaps in knowledge and policy to be sent to the NKL at least one week prior to the event for comment and adjustments by the NKL. The presentation with results and critical gaps could be one of the policy briefs in output 2.

6. Final report with accounts (DL: 28.11.2022):

A short final report with accounts for internal reporting purposes to be submitted to and approved by the NKL/MIM before the disbursement of the final payment. The template for this document will be sent by the NKL coordinator upon request.

The policy briefs and main report (output 2 and 3) will be made publicly available free of charge through the Nordic Council of Ministers' (NCM) website and relevant dissemination channels.

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 supplier, and the costs of the supplier'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 cost 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. 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/supplier. The format of the meetings is video/teleconference. The supplier will prepare agendas and minutes for all the steering group meetings and coordinate a suitable time frame for the meetings. The supplier will gather comments from the steering group to drafts of the report and policy brief(s).

1.5 The contract period

The contract period is expected to be 24.05.2022 – 28.11.2022.

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 latest financial year. 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' 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.

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

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

1.6.3 Budget

The budget is **400.000** 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. Tenders exceeding the maximum budget will not be taken into consideration. A lower overall budget is not a competitive advantage (see instead 1.6.2.4 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, incl. coherence of price and time/salary per hour and resources allocated to each activity, including the clarity of methods, innovativeness and suitability of the methods for implementing the task 50%

- b) the general competence and qualifications of the project team as well as their previous experience in the field (25%)
- c) the quality and spread of relevant informants, including description of Nordic and international contacts to be interviewed and/or included in the project activity preparing the report (10%)
- d) the knowledge and suggestions about potential critical gaps in knowledge and policy where further analyses and research is needed (15%)

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 2.

The procurement process is open to both international and Nordic tenderers. 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 (CVs excluded within the 20 pages). 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 28.04.2022 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 is expected to be taken by the Nordic working group on Climate and Air Pollution (NKL) by the 09.05.2022. All tenderers are expected to be informed about the results by 19.05.2022.

The project is planned to be launched 24.05.2022 and finished by 28.11.2022.

Tenders must be sent by e-mail to mim@mim.dk

Attn. Nordic Working Group on 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: Loss and Damage Associated with the Adverse Effects of Climate Change.

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

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 filled in and signed by the Tenderer and comprised in the tender. The appendix 1 should be submitted individually by all participants in the consortium, if the tenderer is acting within a consortium.

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

astsv@mim.dk

josmu@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.

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:

| | |
|---------------------|---|
| 22.03.2022 | Advertising at www.udbud.dk . |
| 21.04.2022 | Deadline for receiving questions, cf. item 1.8. |
| 28.04.2022 at 23.55 | Tender deadline |
| 19.05.2022 | Expected announcement of award decision. |
| 23.05.2022 | Expected award of contract. |
| 24.05.2022 | Expected entry into force of the contract. |
| 25.05.2022 | Expected day for kick-off meeting with steering group |

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 filled in and signed by the Tenderer and comprised in the tender

Appendix 2: Draft contract