Questions and answers to tender procedure The Road towards Carbon Neutrality in the different Nordic Countries(invitation to submit a tender was published at www.udbud.dk 31.10.2019)

|  |  |  |  |
| --- | --- | --- | --- |
| Question no. | Date | Question (anonymized) | Answer |
| 1 | 4.11.2019 | We hereby seek clarification to section 1.6.3 Budget and the sentence “…The administrative body does not have the right to calculate overhead costs for the project.” Should the administrative body here be understood as the Ministry of Environment and Food of Denmark? In other words, the tenderer is allowed to include an overhead as part of its price and salary per hour? | The Administrative body means in this context the tenderer.  Therefore, overhead should not be a separate post within the budget, but could, if needed, be part of the tenderer’s costs for salary. |
| 2 | 15.11.2019 | It is not entirely clear what is meant by “The budget is 600 000 DKK (VAT 0%).” Is it therefore correct that the budget limit is 600.000 DKK exclusive VAT? And is it therefore correct that if our price of consultancy  services amounts to, let’s say, 560.000 DKK exclusive VAT plus 40.000 travel costs, etch. inclusive VAT, then we still can add Danish VAT 140.000 DKK (as we are obliged to by law and as is normally the case with consultancy projects for the public authorities) to the consultancy services, and the total  price will still be within the budget limits? | The budget limit is 600.000 DKK exclusive VAT. Danish companies, that will have to add Danish VAT on top, can therefore do so, as soon as the budget clearly shows that the amount applied is max. 600.000 DKK excl. VAT. |
| 3 | 15.11.2019 | We have a question about the October meeting referred to under 1.3.3 Tasks item F.  As the project period ends on August 31st we wish to clarify if representatives from the project are expected to also participate and present the project at the October ministerial meeting. | A representative from the project is expected to be able to present the project in October, if needed. Therefore, the project final date and deadline for final report with accounts are adjusted to 15.11.2020. |
| 4 | 20.11.2019 | 1.6.2.5 The tenderer's financial and economic suitability  Can you please clarify in which form you'd like to receive the proof? I.e. a copy of the 2018 annual report, a financial statement from management, a link to public financial records, etc. | A copy of the 2018 annual report or a link to the public financial records are sufficient to evaluate the tender’s financial and economic suitability. |
| 5 | 20.11.2019 | 1.3.4 Output and communication of project results  Output 9. a final NKL-report with accounts and an auditor's report to be approved by the NKL-group before the final disbursement.  Can you please clarify if there is any action item for the tenderer? Does the tenderer solely wait to hear from the NKL-group regarding their approved auditor's report? | The tenderer and NKL contact person or coordinator will be in dialogue with regard to the final report. A template to the final report will be delivered by the NKL Secretariat. |
| 6 | 21.11.2019 | Would Faroe Islands and Greenland be regarded as part of the geographical scope (incl. their individual plans for carbon neutrality)? | The geographical scope of the report/deliverable takes as a point of departure the five Nordic countries that are mentioned in the Nordic Carbon Neutral Declaration. However, descriptions of efforts from all over the Nordic region can be included when relevant. |
| 7 | 21.11.2019 | Regarding Appendix 2 Draft Contract, is it possible to amend the draft contract? | Suggestions to amendment to the contract submitted with the tender cannot be taken into account.   The contract published at www.udubud.dk will however be amended/clarified with the following:   * 4.4 new article:  The liability of the Provider under or in relation to this Contract shall in all cases expire upon such date falling twelve months after the date of this Contract. All claims to the Provider shall be presented immediately upon detection, however before the expire of the liability period – 12 months. * 6.5 additional sentence: The fine shall be the sole and exclusive remedy for any delay. * 7.3 deleting of text in the mid section below:  If the provider fails to remedy the defect as soon as possible and, in the circumstances, within a suitably short time agreed by the Parties, the Customer shall then be entitled  ~~to a free choice of the following: to have the defective Deliverable provided by a third party at the expense of the Provider within the Contract Price,  to demand a proportionate reduction in the Contract Price, or~~ to claim compensation. * 12.1 additional sentence: The Provider shall retain sole and exclusive ownership and all intellectual property rights (includig but not limited to copyright) of all know-how, computer software, computer programs, drafts, documents, information, material, inventions, patents or designs owned by the Provider before the provision of the Services. |