



# Request for Proposal (RFP)

Issued on February 15, 2023

## PUBLIC PRIVATE INFRASTRUCTURE RESILIENCE ACCELERATOR SERVICES FOR SOUTH ASIA AND SIDS

### *Framework Agreement*

**Ref.: GCA-PR-23-211**

CLOSING DATE: MONDAY, APRIL 3, 2023

CLOSING TIME: NOT LATER THAN 16:00:00 o'clock p.m. CET (Central European Time)

PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL BE REJECTED.



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# Contents

1. INTRODUCTION.....	3
1.1 Introduction to the Global Center on Adaptation (GCA) .....	3
1.2 Introduction to the Infrastructure and NBS Program in Bangladesh, South Asia and SIDS .....	3
1.3 Introduction to this Request for Proposals .....	5
1.3.1 Purpose of this Request for Proposals (RFP) .....	5
1.3.2 Information about the Framework Agreement .....	6
1.3.3. Indicative Procedure Timetable .....	7
2. SUBMISSION AND OPENING OF PROPOSALS .....	7
2.1 Submission of the Proposal .....	7
2.3 Signature of the Proposal.....	8
2.4 Validity of the Proposal .....	8
2.5 Communication during the Tendering Process.....	8
2.6 Bid Opening and Evaluation of Proposals.....	9
2.7 Proposal Presentations and Interviews .....	9
3. SCOPE OF SERVICES.....	9
4. JOINT PROPOSALS AND SUBCONTRACTING .....	10
5. ASSESSMENT OF PROPOSALS AND BIDDERS .....	10
5.1 Eligibility Criteria .....	10
5.2 Selection Criteria .....	10
5.2.1 Professional and Legal Capacity .....	11
5.2.2 Financial and Economic Standing.....	11
5.2.3 Technical Standing .....	11
5.3 Award Criteria .....	12
5.4. Content of the Technical Proposal.....	14
6. ADDITIONAL PROVISIONS .....	15
ANNEX 1: PROPOSAL IDENTIFICATION FORM .....	16
ANNEX 2: DECLARATION ON HONOUR REGARDING EXCLUSION CRITERIA .....	17
ANNEX 3: SCOPE OF SERVICES AND CORE SKILLS REQUIRED.....	20
ANNEX 4: FRAMEWORK AGREEMENT .....	25

## 1. INTRODUCTION

### 1.1 Introduction to the Global Center on Adaptation (GCA)

The Global Center on Adaptation (GCA) is an international organization which works as a solutions broker to accelerate action and support for adaptation solutions, from the international to the local, in partnership with the public and private sector, to ensure we learn from each other and work together for a climate resilient future. Founded in 2018, the GCA works from its headquarters in Rotterdam with a knowledge and research hub based in Groningen. The GCA is establishing a worldwide network of regional offices in Africa, Asia and the Americas. Through this evolving network of offices and global and regional GCA teams, the organization engages in high-level policy activities, new research contributions, communications, and technical assistance to governments and the private sector.

The GCA is the co-lead partner for the Climate Adaptation Summit in the Netherlands on 25th January 2021 hosted by Prime Minister Mark Rutte of the Netherlands - the first major gathering of international leaders dedicated entirely to adaptation. The GCA is a Managing Partner of the Global Commission on Adaptation co-chaired by Ban Ki-moon, Bill Gates and Kristalina Georgieva, formed to mobilize knowledge resources and catalyze political support for urgent action to climate adaptation solutions. The GCA is also the Managing Partner to the Vulnerable Twenty (V20) Group of Ministers of Finance and to the Climate Vulnerable Forum, a group of 48 developing countries highly vulnerable to climate change.


Adapting to impacts of climate change provides a “win-win” for livelihoods, food security, water supply, health, security, and economic growth. GCA’s work elevates the visibility and political importance of climate adaptation and facilitates solutions, such as smarter investments, new technologies and better planning to become more resilient to climate related threats.

GCA’s 2020-2025 business plan and strategy have three pillars:

- **Programs:** Food Security; Using Nature for more resilient infrastructure; Water for Urban Growth and Resilience; Climate Finance; Youth Leadership.
- **Knowledge:** Building adaptation knowledge globally through cutting edge products such as the State and Trends in Adaptation Report and the Knowledge Exchange Platform.
- **Advocacy and Awareness:** Formulating policy messages to move the global, regional, and local adaptation agendas forward.

### 1.2 Introduction to the Infrastructure and NBS Program in Bangladesh, South Asia and SIDS

As a solutions broker for climate change adaptation, GCA responds to country client demands where there is an opportunity to significantly scale up climate resilience through mainstreaming climate adaptation in large-scale infrastructure investment projects to ensure impact on the ground, improved access to actionable knowledge; and focused advocacy on opportunities and innovations for prioritizing climate adaptation resilient investments. GCA’s interventions support Multilateral Banks (MDBs) and Governments starting with developing climate data and analytics for large-scale infrastructure projects. The climate data and



analytics assists in identifying and appraising adaptation and resilience options to perform investment and resilience optimizations for infrastructure assets and operations.

However, a current lack in institutional and technical capacity makes it difficult to ensure the resilience of the infrastructure system. As resilience and adaptation investments are perceived as public and not enhancing private benefits, governments' effort to turn to the private sector to mobilize the finance required to bridge the adaptation investment gap is proving to be difficult. While there is a strong body of knowledge on how to structure infrastructure public and private projects as well as extensive literature on climate adaptation and resilience, countries lack information on how to bring those two fields together. Therefore, institutional capacity building at the national or regional level is at the heart of the GCA's strategy to scale up and accelerate climate change adaptation in South Asia and Small Island Developing States (SIDS).


Amongst infrastructure adaptation and resilience options, GCA aims to identify, prioritize and support the development at large scale of Nature-Based Solutions (NBS) when applicable in South Asia and SIDS. NBS can generate cost-effective adaptation solutions that protect against the impacts of climate change; generate direct economic and social gains, including through the diversification of livelihoods for the poor and most vulnerable; and ecological benefits, including biodiversity protection and climate change mitigation. To date, these benefits are largely unrealized in developing countries, especially in South Asia and SIDS. But there has been an emerging recognition of NBS as a cost-effective solution in different country's climate adaptation efforts recently, with countries identifying NBS at scale as a priority.

Climate Risk Assessment, National Capacity Building, and NBS are, therefore, key pillars of GCA's strategy to support a transformation in how Governments and their partners assess, plan, and finance climate adaptation and resilience investments.

Scaling up GCA's impact and achieving this transformational change requires a cross sectoral approach which includes (i) understanding adaptation needs through data, knowledge, and analysis, (ii) planning adaptation interventions and financing adaptation solutions (iii) quantifying and structuring the investment case for public and private stakeholders by identifying potential financial and economic returns on investments and environmental co-benefits that can demonstrate directly the impact of NBS, and overall (iv) strengthening the enabling environment – appropriate regulations and standards, strengthened private and public capacities.

In this context, the Infrastructure and NBS program at GCA supports climate resilience into investments, by addressing key barriers to integrating adaptation and innovative Nature-Based Solutions (NBS) into infrastructure projects. GCA delivers upstream analysis and technical support to develop information and metrics on climate hazards, assets exposure, vulnerability hotspot and finally adaptation and resilience options that are financially viable. Specific interventions include:

- High resolution climate risk assessments for infrastructure investment project assets and the landscape surrounding the assets;

- 
- Adaptation and resilience design guidelines and investment options, including the identification and appraisals of options' costs and benefits across the infrastructure's lifetime ; and
  - Capacity building and transaction advisory support to account for climate risk, adaptation and resilience options, within the project and including for public – private partnerships.

The portfolio of projects in the Infrastructure and NBS program spans across infrastructure investments in the energy, including renewable energy, transport, water, agriculture, ICT and social infrastructure sector.

### **1.3 Introduction to this Request for Proposals**

#### **1.3.1 Purpose of this Request for Proposals (RFP)**

GCA is launching this RFP to solicit competitive proposals and select Service Providers (up to eight) to enter into a Framework Agreement. The selection process aims to ensure that the final selected Service Providers are of the highest caliber professionally, technically and ethically to implement and execute services to support the integration of adaptation and resilience into infrastructure projects in South Asia and SIDS.

The services provided under this Framework Agreement will support GCA's contribution to the implementation of projects under the Infrastructure and NBS Program of GCA, integrating adaptation and innovative NBS solutions into infrastructure projects financed by Governments, Multilateral Development Banks (MDBs) and other development partners.

In this context, GCA requests Bidders to prepare comprehensive and transparent proposals and provide the associated documentation to enable GCA to conduct the selection process as described below. GCA encourages innovation and out of the box thinking given that the baseline eligibility, selection and award criteria are provided in the proposal.

This RFP document, including the Draft Framework Agreement and other annexes, set the conditions and requirements related to this Open Request for Proposal and subsequent framework agreement.

#### **Procurement agency and contact information**

This RFP is issued by the Global Center on Adaptation (GCA), Wilhelminakade 149C, 3072 AP Rotterdam, The Netherlands. The Global Center on Adaptation (GCA) is registered as a Foundation with the Dutch Chamber of Commerce under registration number 76050475.

#### **Disclaimer**

This RFP does not obligate the Global Center on Adaptation to award a contract or complete the project and the Global Center on Adaptation reserves the right to cancel the solicitation if it is considered to be in its best interest.



### Eligibility of potential vendors

This tender is open to organizations worldwide. We welcome any interested parties to submit a proposal according to the details for eligibility presented in this document.

#### 1.3.2 Information about the Framework Agreement

GCA intends to enter into a Framework Agreement with selected Service Providers for one year, with the possibility of a one-year extension. The services described in this Request for Proposals will operate and be implemented through an on-demand basis for services as and when required, within the terms of the Framework Agreement.

Under the provisions of this Request for Proposals, it is also highlighted that a Framework Agreement is not in itself a commitment to procure services. It states the general terms and conditions that would apply if GCA decides to place a Call-off Order in the future.

The Framework Agreement will cover baseline services across infrastructure sectors as defined in the Scope of Services (Annex 3). The specific detailed tasks, activities, deliverables, and requirements for each independent Call-off Order will be stated in a standalone scope of services issued for each infrastructure project. Service Providers will need to submit, through a competitive process, detailed technical and financial proposals for the execution of each Call-off Order.

Call-off Orders will be awarded to the Service Provider/s strictly on the basis of competition after evaluation of the technical and financial proposals submitted to GCA and solely based on the award criteria designed for the respective infrastructure project. Call-off Orders will be issued to Service Provider/s, as required by GCA, during the period of the Framework Agreement and follow the procedure outline in this agreement.

The maximum financial envelope for the required period of services during the entire Framework Agreement period referred to herein, is estimated at EUR 1,500,000 (one million five hundred thousand Euros). Individual Call-off Orders will be priced based on the detailed Scope of Services for each infrastructure project.

There will be no obligation for GGA to request or obligate itself to a minimum value of services during the duration of the Framework Agreement or obligate issuing a minimum number of Call-off Orders during the course of the Framework Agreement with the Service Provider/s.

The draft Framework Agreement including GCA's contractual terms and conditions is included as an Annex to the present RFP. GCA will not make any changes to the Framework Agreement after the current selection process, during the contract signature phase. Bidders are invited to submit any clarification request regarding the draft Framework Agreement during this consultation phase (refer to paragraph 2.5). Submission of a proposal implies acceptance of the conditions stipulated in this Call for Tender and the attached Draft Framework Agreement. These conditions will bind the Bidder to whom the contract is awarded for the performance of the contract. All Bidders are requested to provide a statement confirming the acceptance of these conditions in the "Administrative Section".

### 1.3.3. Indicative Procedure Timetable

The timetable for the procurement process presented below is indicative and, while GCA does not intend to depart from the timetable, it reserves the right to do so at any time respecting the EU Procurement Regulations.

Estimated date	Activity
February 15, 2023	Contract notice dispatched to the TED website and tendering documents made available to the potential Bidders on Devex and on GCA website
March 27, 2023	Deadline for sending a request for clarifications to GCA
April 3, 2023	Deadline for submission of proposals
April 4, 2023	Bid opening
by April 18, 2023 (indicative)	Evaluation of the proposals
April 19, 2023 (indicative)	Notification of the award and the evaluation results sent to Bidders
May 03, 2023	10 business days standstill period starts
May 04, 2023	Signature of Framework Agreements

## 2. SUBMISSION AND OPENING OF PROPOSALS

### 2.1 Submission of the Proposal

If you are interested in participating in this "Request for Proposal", you are requested to submit your proposal no later than **Monday, April 3, 2023, 16:00:00 o'clock p.m. CET (Central European Time)**.

Bidders are cautioned that the timing of submission is based on when the proposal is received by the GCA, not when a proposal is submitted by a bidder. As transmission can be delayed to file transfer size, transmission speed or other technical factors, bidders should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Bidders submitting near the Submission Deadline do so at their own risk.

Proposals received after the closing date and time will be rejected.

Your proposal and all supporting documents must be sent in PDF format and must reach GCA at this email address: [procurement@gca.org](mailto:procurement@gca.org) within the deadline stipulated above.

The proposal must be drafted in **English**. The email subject heading should be clearly marked with the following information:

"Request for Proposals: **Ref GCA-PR-23-211 – Public Private Infrastructure Resilience Accelerator Services for South Asia and SIDS**"

Please adhere to the following instructions, unless otherwise provided in the relevant Bid Documents:

- 1) The Submission must be drafted in English and contain
  - Proposal Identification Form (ANNEX 1)
  - A signed **Declaration of Honour** Regarding Exclusion Criteria (Annex 2)

- **All the supporting documentation** define under the Selection Criteria (Section 5.2):
  - 5.2.1 Professional and Legal Capacity:
  - 5.2.2 Financial and Economic Standing
  - 5.2.3 Technical Standing
  - It is a MUST for all proponents to submit the aforementioned supporting documentation, as their proposals are only eligible if all selection criteria (Professional and Legal Capacity, Financial and Economic Standing, and Technical Standing) are met. Should one of the supporting documentation be missing, GCA will request the bidder to submit the document within five (5) working days. Failure to submit requested documentation within the deadline could lead to exclusion of the proposal on the basis on non-compliance to the Selection Criteria. The Selection Criteria should be met by the Lead Partner and, in the case of joint proposals, for all companies in a consortium.
- In case of a joint proposal, all the partners (except the lead partner) shall submit a **power of attorney**, signed by an authorised representative of each partner, designating the lead partner to represent them and to sign the contract on their behalf in relation to this call for proposals.
- The Bidder shall provide a **copy of the statutes of the legal entity or signed consortium/partnership agreement** between the joint Bidders and any other evidence concerning the appointment of the persons authorised to represent the Bidder in dealing with third parties and in legal proceedings. These documents shall be provided by all the partners to the proposal in case of a joint proposal.
- A **Technical Proposal**: Shall contain the “Technical Proposal” and supporting documentation, with clear and concise description of your proposed actions to execute the Scope of Services (Annex 3). The Technical Proposal should **not exceed 10 pages** (excluding the CVs and company profile).

**Late submissions will be excluded. Non-compliance with the above requirements regarding the presentation of the RFP may lead to the exclusion from the RFP process for this contract.**

### **2.3 Signature of the Proposal**


The signature of the authorized representative of the Bidder (single Bidder or lead partner in case of a joint proposal) in Annex 1 will be considered as the signature of the proposal, binding the Bidder to the terms included in the proposal.

### **2.4 Validity of the Proposal**

The proposal must be valid for the period of 120 (one hundred and twenty) days from the deadline of proposals as indicated in Section 2.1. The Bidder shall provide a statement confirming the period of validity of its proposal in the “Administrative Section”.

### **2.5 Communication during the Tendering Process**

The point of contact for all questions or requests for additional information is [procurement@gca.org](mailto:procurement@gca.org). All contact with personnel employed by the Global Center on Adaptation with respect to this RFP shall be prohibited, except for messages to the above email address. Improper contact may constitute grounds for rejection of your proposal. All inquiries regarding this RFP must be submitted in writing. Interest to bid and questions shall be sent to the above email address before the date mentioned in the timeline and must be labelled “Clarification



request - Ref GCA-PR-23-211 – Public Private Infrastructure Resilience Accelerator Services for South Asia and SIDS”. Each inquiry must include the inquirer’s name, firm and telephone number. The Global Center on Adaptation will share the answers to all questions of a reasonable nature with the parties that have expressed their interest.

Clarifications by GCA will be communicated, in a suitably anonymous form, to all Bidders on the GCA website and Devex. No approach of any kind in connection with this request for proposal should be made to any other person within, or associated with, GCA. Failure to adhere to this requirement may result in exclusion from this Call for Proposals. Please note that GCA will not enter into a detailed discussion on the requested services at this stage.

The closing date for clarifications concerning this Call for Proposals is **Monday, March 27, 2023, 16:00:00 o’clock p.m. CET (Central European Time)**.

Bidders are cautioned that the timing of submitting a clarification is based on when the proposal is received by the GCA, not when a clarification is submitted by a bidder. As transmission can be delayed to file transfer size, transmission speed or other technical factors, bidders should plan to submit clarifications well in advance of the clarification Deadline to avoid submitting late due to technical issues. Bidders submitting near the clarification Deadline do so at their own risk.

All clarifications from each Bidder must be placed in one consolidated request.

## **2.6 Bid Opening and Evaluation of Proposals**

The proposals received will be opened strictly by the Evaluation Committee, in line with the Bid opening schedule as indicated in Section 1.3.3. The evaluation of proposals will follow the procedure described in Section 5.

## **2.7 Proposal Presentations and Interviews**

GCA may request all Bidders who have passed the Selection Criteria stated in Section 5.2 of this Call for Proposals to present their proposals to the GCA Evaluation Committee by video link or online meeting. Further details will be communicated to invited short-listed Bidders closer to the time if required by GCA.

## **3. SCOPE OF SERVICES**

Within the current Request for Proposal, bidders are requested to provide a comprehensive response to GCA’s requirements, in the “Technical Section” of their submission (see the section related to the Content of the Proposal), to demonstrate their understanding of GCA’s work and their technical capacity to implement the activities outlined in the Scope of Services (Annex 3).

The Scope of Services presented in Annex 3 is then to be fulfilled only within the Framework Agreement, each assignment being awarded to one of the awarded bidder via a dedicated competitive Call-off procedure.

#### **4. JOINT PROPOSALS AND SUBCONTRACTING**

A Bidder may submit a proposal as a single entity or collaborate with other Service Providers to present a proposal either by submitting a joint proposal or through subcontracting. Proposals may also combine both approaches. The legal status and role of each legal entity shall be clearly described in the proposal.

#### **5. ASSESSMENT OF PROPOSALS AND BIDDERS**

The assessment of Bidders and proposals will be done in accordance with the following subsequent steps:

- (1) Verification that the Bidder fulfils the Eligibility Criteria in Section 5.1 and that it is not in one of the situations covered by the exclusion criteria listed in EU Directive 2014/24/EU.
- (2) Verification that the Bidder has the appropriate capacities to perform the contract on the basis of the Selection Criteria described in Section 5.2 (only for those Bidders that were not excluded on the basis of the exclusion criteria).
- (3) Assessment of the Bidder on the basis of the Award Criteria described in Section 5.3 (only for those Bidders that have met the Selection Criteria).

The proposal must comply with the GCA strategic requirements set in this Call for Proposals as a precondition to be assessed. In a case of non-compliance to the Eligibility criteria, the Bidder will be informed of the ground for rejection without being given feedback on the content of the proposal other than on the non-compliant elements.

##### **5.1 Eligibility Criteria**

Participation in this Call for Proposals is open on equal terms to any natural and legal companies not in any of the situations listed in Article 57 of the EU Directive 2014/24/EU.

Bidders shall provide a Declaration of Honour (see Annex 2), duly signed and dated, including a statement that they are not in any of the situations listed in Article 57 of EU Directive 2014/24/EU. In case of a joint proposal such declaration shall be submitted for each partner. The declaration shall also be submitted for the subcontractors, when relevant.

Besides the submission of the signed Declaration of Honour, the Bidder undertakes to inform GCA, without delay, of any changes to his situation in this regard.

Bidders may be excluded from participation in this Call for Proposals if they are found to be in one of the situations for exclusion or fail to submit the above-mentioned declaration.

##### **5.2 Selection Criteria**

Bidders will only be further evaluated if all selection criteria (Professional and Legal Capacity, Financial and Economic Standing, and Technical Standing) listed below are met. The Selection Criteria should be met by the Lead Partner and, in the case of joint proposals, for all companies in a consortium.

### 5.2.1 Professional and Legal Capacity

<b>Criterion</b>	<ul style="list-style-type: none"> <li>• International contractors/companies must be a registered entity in their home country regulatory agency, as and where applicable, for a minimum of 5 years.</li> <li>• All Bidders must have a current team of least 10 staff members.</li> <li>• Must be fully insured, as relevant to enter into the Framework Agreement (draft Annex 4) and fulfill potential assignments within the Scope of Services (Annex 3).</li> </ul>
<b>Documentary evidence</b>	<ul style="list-style-type: none"> <li>• Provide a copy of the statutes/registration of the legal entity (in In case of a joint proposal the company registration shall be submitted for each partner) and evidence concerning the appointment of the persons authorized to represent the Bidder in dealings with third parties and in legal proceedings.</li> <li>• Provide evidence of the employers' liability, public liability insurance (and professional liability or indemnity if appropriate) held by the Bidder. The evidence should include the name of the insurers, policy numbers, expiry dates and limits for any one incident and annual aggregate caps and the excesses under the policies.</li> </ul>

### 5.2.2 Financial and Economic Standing

<b>Criterion</b>	<ul style="list-style-type: none"> <li>• Have financial resources and overall financial capabilities to perform with sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</li> <li>• Financial capability tests will be run. Liquidity: Average Current assets / Current liabilities over the last 3 years must be <math>\geq 1</math></li> </ul>
<b>Documentary evidence</b>	<ul style="list-style-type: none"> <li>• Have good financial standing as documented through audited financial statements for the last 3 fiscal years through independently audited financial statements (including Balance Sheet, Profit &amp; Loss Account, Cash flow statement, and the Statement of Shareholder's Equity) signed by registered auditor(s), which must be submitted in English.</li> </ul>

### 5.2.3 Technical Standing

<b>Criterion</b>	<ul style="list-style-type: none"> <li>• At least 10 years of company experience in infrastructure projects across sectors and South Asian and SIDS countries, working with private and public stakeholders, including Government Ministries, Departments and Agencies (MDAs), International Finance Institutions (IFIs), International Organizations (IOs), and other relevant stakeholders.</li> <li>• At least 5 years of company experience in climate risk assessment for infrastructure, including the collection, analysis and modelling of high-resolution climate hazard data and the development of geospatial tools to visualize climate hazard to infrastructure assets and services. Please highlight your relevant experience with projects developed in the last 5 years.</li> <li>• At least 5 years of company experience in identification, prioritization and integration of adaptation and resilience measures (i.e., engineered and natural solutions) for infrastructure projects, including financial analysis (e.g., cash-flow modelling) of the costs and benefits of these solutions and the development of technical guidelines for infrastructure resilience. Please highlight your relevant experience with projects developed in the last 5 years.</li> <li>• Experience in the organization of capacity building and knowledge transfer activities, such as climate risk dialogues and/or consultations with stakeholders, to discuss challenges and opportunities to integrate adaptation and resilience into infrastructure projects. Please highlight how capacity building and knowledge transfer activities were incorporated in at least the project examples mentioned above.</li> </ul>
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<b>Documentary evidence</b>	<ul style="list-style-type: none"><li>• Company profile and bidder’s experience summarized in a reference table with at least three (3) examples of references for similar assignments developed in the last 5 years relating to each field of experience required.</li><li>• The company profile should also be provided for the other Service Providers in the case of a joint proposal, with clear reference to the roles of each company in the consortium.</li></ul>
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Bidders will be evaluated against each selection criterion on the basis of the documentary evidence submitted by the Bidder. Failure to submit the evidence requested will lead to a rejection of the proposal. Bidders will be evaluated with a view of either passing or failing the Selection Criteria. Bidders who meet the Selection Criteria will be put on an equal footing for the next stage of the evaluation process on the basis of the Award Criteria.

The Bidders who do not meet all the Selection Criteria will not have their proposals further evaluated on the basis of the Award Criteria.

### 5.3 Award Criteria


The Framework Agreement shall be awarded to the Bidders which have submitted the most technically advantageous proposal in accordance with the following Award Criteria. The Award Criteria will be calculated based on the ratio of 100% for the Technical Criteria (TC). There is no Financial Proposal required at this stage, as financial proposals will be evaluated for each Call-off Order issued.

For each application, a total of 100 points can be assigned, which are divided into four Technical Criterion (TC) Sections presented in the table below with maximum score per section and sub-section. The final result for each application will be the sum of the scores in each of the technical criterion subsections. The highest total score will be selected as the awarded parties to enter into the Framework Agreement.

The members of the evaluation committee will focus the grading of each item on dominant elements and the tangible added value for the scope of services to be addressed in the Framework Agreement. If one or more criteria is given the score of “Unacceptable” (see Minimum score per Technical Proposal Award Criterion threshold), the offer will be rejected due to lack of qualification. Please note that if an explicit number of pages is given, this cannot be exceeded. Any information provided beyond the page limit will not be evaluated.

<b>Award Criteria</b>	<b>Maximum Score</b>
<b>TC.1. Bidder's technical, regional and sectorial experience</b>	<b>50</b>
TC.1.1. Experience in state-of-the-art climate analytics, including modelling high-resolution climate hazard data, and spatial analysis of climate risk.	10
TC.1.2. Experience in the identification, appraisal, design and implementation of engineering options for infrastructure resilience.	10
TC.1.3. Experience in the identification, appraisal, design and implementation of Nature-Based Solutions (NBS) to address climate risks.	10
TC.1.4. Experience in financial modelling to quantify the costs and benefits of climate adaptation and resilience options, including NBS.	5
TC.1.5. Experience in infrastructure projects across the sectors of transport (e.g., roads, rail), logistics, (e.g., sea and inland ports), urban infrastructure services (e.g., Bus Rapid Transit networks and Solid Waste Management), agriculture services (e.g., digital technologies for agricultural services), renewable energy (e.g., solar energy, support infrastructure such as storage, transmission, and distribution), and ICT (e.g., communication and disruptive technologies).	10
TC.1.6. Experience in the development and implementation of infrastructure projects across at least 5 Asian countries.	5
<b>TC.2. Methodology and approach</b>	<b>20</b>
TC.2.1. Demonstration of experience and creativity in structuring analytical methodologies and solutions to address climate risk to infrastructure assets and services a methodology and approach summary.	10
TC.2.2. Quality of the management approach to design and execute the activities described in the Scope of Services (Annex 3).	5
TC.2.3. Quality of the approach to engage with stakeholders for capacity building and knowledge transfer, including through climate risk dialogues	5
<b>TC.3. Communication, presentation and language skills</b>	<b>10</b>
TC.3.1. Quality of the communication and presentation skills showcased in the Technical Proposal to clearly explain the proposed methodology and approach and relevant experience from the company (or companies in case of a joint proposal), Team Lead and key team members, to deliver the required Services across infrastructure sectors and countries in Asia.	5
TC.3.2. Team members' language skills to communicate in Asian countries, fluency in English minimum. All team members shall be fluent in English. Fluency in other relevant languages to South Asian and SIDS countries, such as hindi, Bangla, etc, will be considered a competitive advantage.	5
<b>TC.4. Key team members' ability, level of experience and competencies</b>	<b>20</b>
TC.4.1. Experience of the team members in state-of-the-art climate analytics and geospatial tools, climate adaptation and resilience, engineered and natural solutions for resilient infrastructure, among other competencies listed in Section 5 of the Scope of Services (Annex 3).	10
TC.4.2. Experience of the team members with the development and implementation of infrastructure projects across sectors and countries in Asia as listed	10
<b>TOTAL SCORE (TC1 + TC2+ TC3 + TC4)</b>	<b>100</b>

Minimum score per Technical Proposal Award Criterion (threshold): Proposals scoring less than 50% of the maximum score for any Technical Criterion sub-section (TC1.1 to TC.4.2) will be considered of insufficient quality and rejected.



Should more than 5 proposals obtain the minimum required scores in all criteria, GCA will award Framework Agreements to the best eight Bidders, based on the total score.

After careful scoring of each bidder's qualification, proposal and conditions, GCA will make the final award decision. The decision will be communicated by email to all bidders.

The results of this evaluation shall be used solely for awarding the Framework Agreement. The scores obtained will, therefore, not be used for the purpose of awarding the Call-off Orders, which will follow a separate secondary competitive process with the relevant technical and financial award criteria for each infrastructure project.

#### 5.4. Content of the Technical Proposal

The assessment of the technical quality will be based on the ability of the Bidder to meet the purpose of the framework agreement and fulfill the Scope of Services (Annex 3). To this end, the Technical Proposal shall clearly contain the following information, to allow evaluation of their offer according to the technical award criteria stated in the Award Criteria (Section 5.3):


Mandatory Technical Proposals Requirements (MTPRs):

Technical Proposal Brief (**Maximum 20 pages**) should demonstrate a clear understanding of the Scope of Services, objectives and tasks to fulfill, and must include at least :

- Summary of the methodology and approach needed to address the Scope of Services and integrate adaptation and resilience into infrastructure projects across Asian countries, including
  - o Approach to the collection and analysis of high-resolution climate hazard data, including the development of analytical and geospatial tools.
  - o Approach to climate risk assessment to identify priority adaptation needs for infrastructure assets, services and people.
  - o Approach to integrating adaptation and resilience measures, including engineered and natural solutions, into infrastructure assets and services, and quantifying the costs and benefits they might have to the project.
  - o Approach to the development of technical guidelines and climate risk dialogues to build capacity and transfer knowledge on how to integrate adaptation and resilience into projects.

Each of the above points might be illustrated with short summary of innovative examples of projects that the Bidder has developed and implemented and demonstrating the bidder's ability in structuring analytical methodologies and solutions to address climate risk to infrastructure assets and services. References can include project insights to improve results and efficiencies of GCA activities.

- Consortium and team organization with key team members, including:
  - o Management approach to design and execute the activities described in the Scope of Services, and ensure reporting, monitoring and achievement of project milestones.
  - o short summary of each key team member's experience, relevance for the project and especially match with the "Required Core Skills" (Section 6 of the Scope of Services), and specific skills (language, data analytics including climate analytics and geospatial tools). Please note that only the staff



presented will be evaluated and therefore can only be replaced later on by someone equally or better qualified, subject to GCA review and approval.

Technical Proposal Appendixes: should include at least the following mandatory requirements:

- A statement declaring that the Bidder can provide all the services described in the Scope of Services.
- Summary table showcasing the reference projects and demonstrating the bidder's technical, regional and sectorial experience relevant for the Scope of Services. For each project listed, the Technical proposal must clearly state at least the bidder's contribution to the project, the project's outcome, and which field of experience does the project illustrate.
- Consortium organogram with name and role of each team member.
- Summary table that demonstrates that the qualifications and experience of each team member match the technical capacity and skills requirements as described in Section 6 of the Scope of Services.
- Tailored CVs of the team proposed to perform the services and provide

## **6. ADDITIONAL PROVISIONS**

- Changes to proposals will be accepted only if they are received before the final date set for the receipt of proposals.
- GCA will not reimburse any costs incurred by Bidders in connection with preparation and submission of their responses to this open call for proposals.
- No information of any kind will be given on the state of progress with regard to the evaluation of proposals.
- GCA reserves the right to cancel the tendering procedure at any point. GCA shall not be liable for any compensation with respect to Bidders whose proposals have not been accepted. Nor shall it be so liable if it decides not to award the contract.
- Direct or indirect canvassing of any GCA employee by a Bidder concerning this Call for Tender or any attempt to obtain unfair advantage from any GCA employee, may result in the disqualification of the Bidder from consideration for this call for proposals.
- GCA is concerned to avoid conflict of interest. Bidders should note that GCA reserves the right to disqualify Bidders where there is an actual or potential conflict of interest.
- Any document submitted in reply to this call for proposals will become the property of GCA and shall be considered confidential.

## ANNEX 1: PROPOSAL IDENTIFICATION FORM

Request for Proposal for Public Private Infrastructure Resilience Accelerator Services in South Asia and SIDS.

IDENTIFICATION OF BIDDER	
Name	
Legal Form	
Date of Registration	
Country of Registration	
Registration Number	
VAT Number	
Address	
E-mail	
Authorized representative(s)	

CONTACT POINT FOR THIS CALL FOR TENDER	
Name	
Position	
Company	
Telephone Number	
E-mail	

SIGNATURE OF PROPOSAL	
<p><i>I, the undersigned, confirm</i></p> <p><input type="checkbox"/> <i>the acceptance of the conditions in the Request for Proposal</i></p> <p><input type="checkbox"/> <i>the acceptance of the Framework Agreement in its entirety and without reservation.</i></p> <p><input type="checkbox"/> <i>that the period of validity of my proposal is a hundred and twenty (120) days from the deadline of this Request for Proposal.</i></p> <p><input type="checkbox"/> <i>the compliance with the requirements relating to the Scope of Services as defined in Annex 3 of the Call for Tender, and</i></p> <p><input type="checkbox"/> <i>that the information given in this proposal is correct and that the proposal is valid for the period specified in Section 2.3. of the Call for Tenders</i></p>	
Place and Date	
Signature	
Full Name	

## ANNEX 2: DECLARATION ON HONOUR REGARDING EXCLUSION CRITERIA

### Declaration on honour

The undersigned [*insert name of the signatory of this form*], representing:

Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: ('the <b>Organisation</b> ')
---

### I – SITUATION OF EXCLUSION

(1) declares that the above-mentioned Organisation is in one of the following situations;	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the Organisation is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the Organisation is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Organisation belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other parties with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the Organisation is guilty of any of the following:		

(i) fraud, as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences linked to terrorist activities, or inciting, aiding, abetting or attempting to commit such offences;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has been established by a final judgment or final administrative decision that the Organisation has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>

## II – SITUATION OF EXCLUSION CONCERNING NATURAL OF LEGAL PERSON WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL ORGANIZATION AND BENEFICIAL OWNERS

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the Organisation, or who has powers of representation, decision or control with regard to the above-mentioned Organisation (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct);	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence);	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (creation of an entity with the intent to circumvent legal obligations).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## III – REMEDIAL MEASURES

If the Organisation declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

#### IV – EVIDENCE UPON REQUEST

Upon request the Organisation must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also upon request provide production of recent certificates issued by the competent authorities and/or a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the Organisation showing that those requirements are satisfied.

#### V – SELECTION CRITERIA

(3) declares that the above-mentioned Organisation complies with the following selection criteria:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the Services;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfils the applicable technical and professional criteria necessary for providing the Services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### VI – FINAL

The signatory declares that the above-mentioned Organisation has truthfully provided the information herein. The signatory declares that the Organisation is not in any of the situations listed in Article 57 of EU Directive 2014/24/EU.

The above-mentioned Organisation shall immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned Organisation may be subject to rejection from the contracting or selection procedure and to legal claims if any of the declarations or information provided as a condition for contracting with GCA prove to be false.

**Full name:**

**Date:**

**Signature:**



## ANNEX 3: SCOPE OF SERVICES AND CORE SKILLS REQUIRED

### 1. Introduction to GCA

The Global Center on Adaptation (GCA) is an international organization that works as a solutions broker to catalyze action and support for adaptation solutions, from the international to the local, in partnership with the public and private sector, to ensure we learn from each other and work together for a climate resilient future. Adapting to impacts of climate change provides a “win-win” for livelihoods, food security, water supply, health, security, and economic growth. The work of the GCA elevates the visibility and political importance of climate adaptation and facilitates solutions, such as smarter investments, new technologies and better planning to become more resilient to climate related threats. GCA is a rapidly growing organization with offices in Abidjan, Beijing, Dhaka, Groningen, and Rotterdam.

The GCA’s ambitious 2020-2025 business plan and strategy have three pillars:

- Programs: Food Security; Using Nature for more resilient infrastructure; Water for Urban Growth and Resilience; Climate Finance; Youth Leadership.
- Knowledge: Building adaptation knowledge globally through cutting edge products such as the State and Trends in Adaptation Report and the Knowledge Exchange Platform.
- Advocacy and Awareness: Formulating policy messages to move the global, regional, and local adaptation agendas forward.

### 2. Background information

GCA’s support to South Asia and SIDS is designed to maximize the opportunity for scaling up adaptation and NBS solutions in the respective country, building on the Government’s growing interest in NBS and global awareness and support to prioritize, nature, biodiversity, and Nature-Based Solutions. GCA’s strategy for NBS adopts a systemic approach for adaptation through the following interconnected pillars: climate resilient advisory services and tools; national capacity building; scaling up NBS through inclusive approaches with vulnerable communities, gender, and youth.

In this context, Infrastructure activities aim to integrate climate resilience into investments addressing key barriers to integrating adaptation and innovative Nature-Based Solutions (NBS) into infrastructure projects by delivering upstream analysis and support to develop information and metrics on hazards, exposure, and vulnerability. Specific interventions include providing:

- High resolution climate risk assessments for the project assets and the landscape surrounding the assets;
- Adaptation and resilience design and investment options appraisals that price the costs of benefits of potential interventions, including NBS; and
- Transaction advisory support to allocate climate risk within the financing plan for the project.

The NBS portfolio of projects includes infrastructure investments in assets across the energy sector, including renewable energy projects, transport, water, and agriculture.

### 3. Objective

GCA's Infrastructure and Nature-Based Solutions Program will provide targeted technical assistance to integrate climate resilience into infrastructure projects from MDBs and other development partners in South Asia and SIDS.

Within this context, GCA is seeking Service Provider/s (up to eight) to enter into a Framework Agreement to integrate adaptation and resilience into infrastructure projects across infrastructure sectors and countries/regions in South Asia and SIDS.

### 4. General Tasks and Activities

The four types of services to be provided under the Framework Agreement are:

- A. Climate risk assessment
- B. Adaptation and resilience investment options identification and appraisal
- C. Technical and financial guidelines for infrastructure resilience
- D. Capacity building of South Asian and SIDS institutions and knowledge transfer

Below are listed the General Activities expected to be required for each of the services. The full scope, detail, intensity, and work effort associated with the services will be defined with each Call-off Order issued for each infrastructure projects. However, the Service Provider/s are required to be able to complete all general tasks and activities listed below in the execution of their contractual obligations to professional service levels expected by GCA. These General Activities shall be performed by the Service Provider/s, one of the companies within the consortium, or through sub-contractors as applicable.

<b>Type of Service</b>	<b>A. Climate risk Assessment</b>
<b>Description</b>	This category of service involves the analysis of climate hazards and their impact on infrastructure assets, services and people.
<b>General Activities</b>	<ul style="list-style-type: none"> <li>• Collection, analysis and modelling of high-resolution data on current and projected climate hazards for national, regional, district and asset level analysis (as required for each project)</li> <li>• Assessment of the degree of exposure and vulnerability of infrastructure and surrounding areas to the identified physical climate risks with corresponding impacts on: a) Assets, b) Services, and c) People</li> <li>• Assessment of critical thresholds for the design, operations and environmental performance of infrastructure assets to identify "acceptable" levels of risk to the impact of changing climatic conditions</li> <li>• Development of climate risk screening tools, with geospatial data on climate hazards and infrastructure assets, to identify hotspots of vulnerability and how access to the infrastructure services and operations and maintenance of the assets are impacted</li> </ul>
<b>Type of Service</b>	<b>B. Adaptation and resilience investment options identification and appraisal</b>
<b>Description</b>	This category of service involves the identification and appraisal of adaptation and resilience options, including Nature-Based Solutions, to address the key climate hazards identified.
<b>General Activities</b>	<ul style="list-style-type: none"> <li>• Identification and appraisal of adaptation and resilience design and investment options, including engineered and natural solutions, to address the key climate hazards identified</li> </ul>



	<ul style="list-style-type: none"> <li>• Quantification of the costs of climate-related damages to infrastructure assets and services disruption and the benefits engineered and natural solutions can provide to protect infrastructure</li> <li>• Analysis of the financial and operation performance of assets under different climate hazard scenarios</li> <li>• Prioritization of adaptation and resilience investment options by building in the costs of disruptions and damages and the benefits of engineered and natural measures into cashflow analysis</li> </ul>
<b>Type of Service</b>	<b>C. Technical and financial guidelines for infrastructure resilience</b>
<b>Description</b>	This category of service involves the development of recommendations to integrate adaptation and resilience measures in project design and operations and maintenance.
<b>General Activities</b>	<ul style="list-style-type: none"> <li>• Development of guidelines for asset sitting, technical design options, and operations and maintenance measures, focused on engineered and natural solutions to enhance the resilience infrastructure assets to the identified climate hazards</li> <li>• Development of guidelines for operating parameters and standards to ensure that the management of infrastructure assets addresses current and future projects climate hazards</li> <li>• Development of revenue model and cost and benefit data for adaptation and resilience options for infrastructure assets against current and future projects climate hazards</li> <li>• Provide recommendations for to integrate adaptation and resilience into technical design guidelines, operating parameters and standards for tender documents of infrastructure projects</li> </ul>
<b>Type of Service</b>	<b>D. Capacity building of South Asian and SIDS institutions and knowledge transfer</b>
<b>Description</b>	This category of services involves the organization of climate risk dialogues and knowledge exchange events to share knowledge on challenges and opportunities to integrate adaptation and resilience into infrastructure investments.
<b>General Activities</b>	<ul style="list-style-type: none"> <li>• Design and implement workshops and other strategies to support the transfer of knowledge and capacity of government institutions, asset operators, development partners and other relevant stakeholders involved in the implementation of the project</li> <li>• Support knowledge transfer with other GCA projects to share lessons learnt in integrating adaptation and resilience into infrastructure</li> </ul>



## Indicative list of sectors for GCA Climate-Resilient Infrastructure Services for 2023-2024

The infrastructure sectors stated below are an indicative list of priority areas for which services will be contracted within the Framework Agreement, however other (sub-)sectors can be included as required. These projects are expected to encompass countries in all regions in South Asia and SIDS. Each Call-off Order issued might require the execution of all or a selection of the types of services and activities stated in Section 6 of this Scope of Services, and be application to one or more countries in South Asia and SIDS (i.e., project or regional interventions). There will be no obligation on GCA to issue Call-off Orders for all or any of the sectors, regions or services listed.

### **Infrastructure Sectors:**

- **Transport and logistics:** Resilient transport networks, including sea and inland ports, roads, highways and rail networks, serve as catalysts of economic growth and are critical for resilient supply chains in South Asia and SIDS. Climate change causes significant financial risk for transport operations, which can cascade through the economy.
- **PPPs for urban infrastructure services:** GCA brings to scale the power of the private sector in delivering climate resilient infrastructure services through PPPs for urban infrastructure services, such as Bus-Rapid Transit and Solid Waste Management. Integrating adaptation and resilience in PPPs not only reduces climate risk for urban services also helps formalize jobs in urban infrastructure.
- **Infrastructure for agriculture services:** Digital solutions for climate resilient food security need to be built on resilient physical infrastructure networks. Energy access, for example, is a key input for the digital agriculture economy.
- **Renewable energy:** Investments in renewable energy, including solar, can help build the resilience of energy systems that support people and the economy. Designing and operating these physical assets to reflect climate change impacts is an important measure in building resilience into energy systems. In addition to the generation assets, it is also important to address climate risk for the supporting infrastructure, particularly the transmission and distribution systems, that are critical in transferring the power and in generating revenue.
- **Information and Communication Technology (ICT):** ICT networks are essential to the operations of infrastructure services and the economy. Ensuring resilient ICT networks can help avoid cascading the physical impacts of climate change across sectors and leverage new technologies to promote adaptation of critical infrastructure assets and services.

## 5. Required Core Skills and Experience of Key Staff

GCA expects an appropriate level of expertise to carry out the required services and activities, which should be demonstrated by providing a detailed CV of all key team members. This should include a list of relevant similar projects and a summary overview of the competencies of the staff (Team Lead, Deputy Project Manager, Core Team Members) to deliver the required services. Minimum requirements for key staff are as follows: Development of guidelines for operating parameters and standards to ensure that the management of infrastructure assets addresses current and future projects climate hazards.



Role	Requirements
<b>Team Lead / Project Manager</b>	<ul style="list-style-type: none"> <li>• A minimum of 10 years experience in infrastructure projects, across sectors and in Asian countries, for public and private stakeholders.</li> <li>• Master’s Degree or PhD in Engineering, Infrastructure Finance, Climate Change, International Development, or in any other relevant fields.</li> <li>• At least 5 years experience in climate risk assessment for infrastructure, including the collection, analysis and modelling of high-resolution climate hazard data and the development of geospatial tools</li> <li>• At least 5 years experience in integrating adaptation and resilience measures, including engineering and natural solutions, into infrastructure projects.</li> <li>• Experience with financial modelling of the costs and benefits of adaptation and resilience measures for infrastructure.</li> <li>• Experience in managing (or with leading role) at least 5 infrastructure projects, with focus in Asian countries, with contracts of at least EUR 100,000 for each project.</li> <li>• A minimum B2 level of English according to the Common European Framework for Reference for Languages. Working proficiency in other languages expected for the services (i.e., local languages in South Asia, and SIDS) will be considered an advantage.</li> </ul>
<b>Deputy Project Manager and Core Team Members</b>	<ul style="list-style-type: none"> <li>• The project/ team lead should be assisted by a minimum of three team members.</li> <li>• The core team members shall have a minimum of five years’ experience in infrastructure projects across sectors and in Asian countries.</li> <li>• The team members shall have strong experience in climate risk assessment of infrastructure systems and assets, integrating adaptation and resilience measures (incl. engineered and natural solutions) for infrastructure, and/or financial modelling of adaptation and resilience options for infrastructure.</li> <li>• Master’s degree or above, with a background in Engineering, Climate Change, International Development, Infrastructure Finance, or any other relevant fields.</li> <li>• The Deputy Project Manager must have at least 7 years of experience, with expertise in managing (or with a leading role) at least 5 infrastructure projects, with focus in Asian countries, with minimum contracts of EUR 50,000 for each project.</li> <li>• The Deputy Project Manager must be able to act as a back-up to the Team Lead/Project Manager in his/her absence.</li> <li>• A minimum B2 level of English according to the Common European Framework for Reference for Languages. Working proficiency in other languages expected for the services (i.e., local languages in South Asia, and SIDS) will be considered an advantage.</li> </ul>

# Framework Agreement for Public Private Infrastructure Resilience Accelerator Services for South Asia and SIDS

between

**Global Centre on Adaptation**

**And**

***(Contractor)***



**GLOBAL  
CENTER ON  
ADAPTATION**



## Contents

1. BACKGROUND .....	27
2. GENERAL .....	27
3. CONTRACTUAL BASELINE.....	28
4. NATURE OF THIS FRAMEWORK AGREEMENT .....	28
5. PRICE .....	29
6. CALL-OFF ORDER PROCEDURE.....	29
7. UNDERTAKINGS OF THE CONTRACTOR .....	30
8. COSTS.....	31
9. STANDARD OF PERFORMANCE .....	31
10. DURATION AND TERMINATION .....	32
11. RIGHT TO THE RESULTS OF EVENTS .....	33
12. ORGANISATION .....	34
13. TIME SCHEDULE .....	35
14. REMUNERATION .....	35
15. LIABILITY AND INSURANCE .....	36
16. CONFIDENTIALITY AND MARKS .....	36
17. PAYMENTS.....	36
18. WITHHOLDING OF PAYMENTS.....	38
19. SUBCONTRACTING .....	38
20. KEY PERSONNEL.....	38
21. SPECIAL CONDITIONS OF PERFORMANCE.....	39
22. USE OF GCA IMAGES OR LOGOS.....	39
23. PUBLICITY .....	39
24. FORTUITOUS OR FORCE MAJEURE CASES.....	39
25. SUSPENSION OF THE FRAMEWORK AGREEMENT.....	40
26. TEMPORARY IMPOSSIBILITY TO PROVIDE SERVICES.....	40
27. INDEMNIFICATION .....	40
28. AMENDMENTS.....	41
29. ASSIGNMENT .....	41
30. NO WAIVER.....	41
31. ANTI-CORRUPTION .....	41
32. SETTLEMENT OF DISPUTES AND GOVERNING LAW .....	42





This Agreement dated [DD-MM-YYYY] is made by and between:

The undersigned:

1. **Global Center on Adaptation**, a foundation, incorporated under Dutch law, with offices in Rotterdam, the Netherlands, duly represented by Prof. Dr. Patrick Verkooijen, hereinafter referred to as "**GCA**";

And

2. **[Organization]**, registered at [address] and duly represented by [name], hereinafter referred to as the "**Contractor**";


jointly referred to as the "**Parties**", Whereas:

## 1. BACKGROUND

- 1.1 The Global Center on Adaptation (GCA) is an international organization that works as a solutions broker to catalyze action and support for adaptation solutions, from the international to the local, in partnership with the public and private sector, to ensure we learn from each other and work together for a climate resilient future.
- 1.2 The Contractor is in the business of providing the required services and has declared itself prepared and willing to fulfil these services.
- 1.3 The Parties explicitly acknowledge that they do not elect to enter into an employment agreement within the meaning of Book 7610 and further of the Dutch Civil Code.
- 1.4 GCA and the Contractor have agreed to establish a framework for their collaboration and have for this purpose entered into this Framework Agreement ("**Agreement**") and wish to set out the terms and conditions.

## 2. GENERAL

- 2.1 The present Agreement is a Framework Agreement for the provision of public private infrastructure resilience accelerator services for South Asia and SIDS, to integrate climate adaptation and resilience into infrastructure projects in South Asia and SIDS.
- 2.2 The present Agreement is given a framework character due to the fact that the project requires a high flexibility by GCA to detail work undertaken by the Contractor, but it will be filled with project tasks in the form of Call-off Orders with defined outputs and deliverables.
- 2.3 The Contractor will assume full professional responsibility for quality, quantity and schedule of the required work and outputs vis a vis GCA as a customer.
- 2.4 The Contractor undertakes, based on the GCA requirements as described in the Agreement, Scope of Services and individual Call-off Orders, and for the whole duration of the Contract:

- 
- to perform the work and services as per the Statement of Work and individual Call-off Orders;
  - to make available for these tasks the necessary personnel, material, equipment and facilities,
  - to undertake work according to the Call-off Order procedure specified in Clause 6 to the present Agreement.

### 3. CONTRACTUAL BASELINE

3.1 The work shall be performed in accordance with the specific Articles of this Agreement, its Annexes as well as with the applicable documents called out therein, applicable in whole, or in part, to the extent quoted or relevant, and all of which, in their latest agreed issue, are defined as the contractual baseline of the Agreement, and referred to either as such or as "Framework Agreement", or "Contract", unless otherwise expressly stated.

3.2 Within this contractual baseline, the order of precedence, in case of conflict or for the sake of interpretation, shall be:

- a) This Contract and its Annexes including the Scope of Services and related Annexes
- b) General Conditions for GCA Contracts
- c) Each subsequent Call-off Order placed including its associated Statement of Work
- d) The Contractors Proposal for the Framework Agreement
- e) The Contractors Proposal for each Call-off Order

### 4. NATURE OF THIS FRAMEWORK AGREEMENT

4.1 This Agreement does not constitute any specific project or contract and it does not constitute any obligation or commitment by either Party to enter into any subsequent contracts. It does not create any financial obligation on either Party towards the other Party other than through signed executed work orders.


4.2 Any activity for GCA (as set out in, and accordance with, the Scope of Service issued by GCA for the procurement of Public Private Infrastructure Resilience Accelerator Services for South Asia and SIDS, and the Contractors' response thereto) in the areas of:

- Climate Risk Assessment
- Adaptation and Resilience Investment Options Appraisal
- Technical Guidelines for Infrastructure Resilience
- Capacity Building of South Asian and SIDS Institutions and Knowledge Transfer

under this Framework Agreement shall be organized on the basis of specific Call-off Orders, which shall be laid down in a separate contract ("Call-off Order"). Each Call-off Order shall be signed by the Parties and appended to this Agreement.

4.3 The General Conditions of Contract shall apply to any Call-off Order under this Agreement.

4.4 Notwithstanding Clause 4.3 above, the Parties may negotiate and agree additional or alternative terms and conditions ("**Specific Conditions**") that will apply to specific Call-off



Orders under this Agreement on a case-by-case basis. The detailed terms of Specific Conditions shall be laid down in the relevant Call-off Order.

## 5. PRICE

5.1 The total maximum financial envelope for the required services during the entire Framework Agreement period referred to herein, is estimated at

(.....) EURO (Words EURO)

The actual amount for each Service Provider will be determined by individual Call-off Orders, priced based on the detailed Scope of Services for each project. There will be no obligation for GGA to request or obligate itself to a minimum value of services during the duration of the Framework Agreement or obligate issuing a minimum number of Call-off Orders during the course of the Framework Agreement with the Service Provider/s.

The above amount shall be defined as the Limit of Liability of GCA.

5.2 This amount will become incrementally available for performance of tasks according to the Call-off Order procedure specified here below. Each Call-off Order will be concluded on a firm fixed price Basis.

The cumulative amount of all Call-off Orders shall in no case exceed the amount of the Limit of Liability specified above.

## 6. CALL-OFF ORDER PROCEDURE

6.1 GCA may during the course of the contract, identify tasks to be performed by the Contractor within the scope of the contract by issuing requests to the Contractor. To this end GCA may initiate a Call-off Order to support specific infrastructure projects by sending a specific Statement of Work via email to the Contractor.

6.2 Each Call-off Order shall include, as a minimum, the following:

- **Services:** A specification of the services to be performed.
- **Deliverables:** A specification of any reports or other documents, materials, or services to be delivered.
- **Project management:** A specification of the project and management methodology to be used.
- **Time schedule:** Time schedule and any deadlines for the services and deliverables.
- **Financial arrangements:** Budget, fees, expenses, invoicing schedule, etc.

6.3 Following receipt of such Statement of Work, the Contractor shall promptly and in any event within a time specified (taking into account all relevant circumstances in relation to the subject matter and nature of the Call-off Order) notify GCA of its confirmation to take part in the Call-off Order Procedure and submit a (technical and financial) proposal for that specific infrastructure project or notify GCA it will not bid.

6.4 The Contractor's proposal shall include:

- A compliance statement with the tasks requested
- A description of the technical content of the activities to be undertaken;
- Facilities used in support of these activities, if any;
- Subcontractors involved, if any;
- Schedule for the work (start date, end date and planning of work);
- List of deliverables (documents, reports, items, etc.) and outputs (results, meetings training certificates, etc.), as applicable;
- Total Firm Fixed Price in EURO for the activities, including travels if any, with and travel/subsistence plan;
- Payment Plan.

**6.5** GCA shall evaluate and conclude the Call-Off Order Procedure and notify the Contractor if it has won that Call-Off Order for that specific infrastructure project. When the Parties have agreed on the contents of the Call-off Order (including possible Specific Conditions, as set out in Clause 4.4), the Call-off Order shall be signed by their authorized representatives.

**6.6** Upon written request by GCA, the Contractor shall submit a technical and financial proposal within the time limit specified by GCA in such request.

**6.7** Upon acceptance of the Contractor's proposal, GCA will issue a Call-off Order following the form given as Annex 1 hereto. Only upon signature of this Call-off Order by both Parties the Contractor shall be deemed authorised to perform the work. If however, for urgency reasons, GCA decides to provide the Contractor with a preliminary authorisation to proceed with the work foreseen under a Call-off Order, such authorisation will be binding for both Parties upon agreement on the work to be performed, the price to be paid and the schedule for the work.


**6.8** Work under this Call-off Order procedure can be placed until the end of this Framework Agreement. GCA reserves the right to redirect work, at no cost impact, within specific work orders in the same area of work. The parties will agree the implementation of such a redirection.

## **7. UNDERTAKINGS OF THE CONTRACTOR**

The Contractor has, and shall maintain, the capability of performing the services to be rendered under this Agreement and its work orders with sufficient flexibility.

The Contractor shall:

- a) Be responsible for the proper performance of the services to be rendered under the Contract and its work orders and shall keep his personnel fully up to date of any development in relation with the said services.
- b) Bear all the costs (and salaries of personnel) related to the training and keeping up to date technical knowledge of his personnel (participation to training courses, seminars, conferences, etc.)
- c) Perform the tasks and provide the deliverables described in the present Contract and individual work orders.

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- d) Be responsible for organising quarterly reviews to discuss with GCA representatives all matters related to the performance of the Agreement/Call-off Orders. The Contractor shall also arrange ad hoc meetings if required by the circumstances. The Contractor shall provide minutes of all meetings in two copies.
  - e) The Contractor, upon request of GCA, shall provide reasonable assistance to any successor Contractor, on a temporary or definitive basis if needed.

## 8. COSTS

Each Party shall bear its own costs and expenses incurred in connection with this Agreement, including the negotiation and finalization of any Call-off Order.

## 9. STANDARD OF PERFORMANCE

- 9.1** The Contractor shall use the degree of skill, care and diligence reasonably expected of a professional and experienced contractor providing works and services similar to those carried out under this Agreement and any Call-off Orders. Any activity and deliverables provided by the Contractor shall meet agreed benchmarks, parameters and specifications and be suitable for their intended purpose. The Contractor undertakes to carry out the work defined under the present Agreement/specific Call-off Orders to the highest professional standards and in accordance with the latest state of the art as appropriate.
- 9.2** The Contractor shall carry out the works or services under each work order in accordance with applicable laws and regulations, permits and authorizations, and recognized up-to-date professional practices and standards.
- 9.3** The Contractor shall:
- a) Keep GCA fully informed of the progress of the services under any Call-off Orders, including providing GCA with such reports in writing as may be specified in the Statement of Work or as GCA may otherwise reasonably require;
  - b) Attend meetings and briefings with the staff of GCA as reasonably required by GCA; and
  - c) Take all other reasonable actions which are necessary to enable GCA to monitor the technical and financial performance of the services and works being executed under any Call-off Order.
- 9.4** As regards documentation and reports, should the GCA's Technical Officer not accept the deliverables from the Contractor, he/she shall so inform the Contractor. If no decision has been notified to the Contractor within one month of receipt by GCA of the deliverables, the deliverables shall be considered as having been accepted. Notwithstanding the aforesaid, the Contractor's obligation to bring a non-conforming deliverable up to the required standard shall remain unaffected.
- 9.5** Rejected deliverables must be rendered compliant with GCA's requirements and represented for acceptance within a time scale fixed in writing by GCA.
- 9.6** Failure to comply with the obligations of the work order determines the application of monetary penalties in the terms to be defined in each Call-off Order.

**9.7** Penalties for late delivery are not applicable unless specifically incorporated in a Call-off Order.

## **10. DURATION AND TERMINATION**

**10.1** This Agreement shall commence on [DD-MM-YYYY] and shall remain in effect for 1 (one) year from the date of its signature by both parties, at which date it shall automatically terminate unless prolonged by the Parties in writing. It is renewable for a further 1 (one) year, and its total duration cannot exceed 1 (two) years.

Subject to the conditions laid down in Clause 6 (Call-off Order Procedure) of the present Agreement, the Agreement shall be deemed automatically extended to cover the period needed for the performance of any Call-off Order signed by both Parties before the end date of the contract mentioned above.

**10.2** GCA may, in its sole discretion, terminate this Agreement at any time by 3 (three) months written notice to the Contractor. As soon as this notice is received, the Contractor shall do its best efforts to minimize expenditure related to this Agreement or any Call-off Order under it.

**10.3** Each Party may terminate this Agreement if the other Party is in material breach of its obligations under this Agreement or any Call-off Orders and fails to rectify such breach within 30 days of a notice in writing from the complaining Party, or if the other Party should enter into liquidation, or become insolvent or be declared bankrupt.


**10.4** Upon any termination of this Agreement, the Contractor shall promptly deliver to GCA all documents and other information prepared or received in connection with this Agreement or any Call-off Order, whether completed or in progress, which are in the Contractor's possession.

**10.5** Notwithstanding termination of this Agreement in accordance with Clauses 10.2 and 10.3 above, on-going Call-off Orders shall continue to bind the Parties in regard of the provisions of the corresponding Call-off, except where the breach also represents a breach of that Call-off Order or adversely affects its execution.

**10.6** Termination of this Agreement shall not affect the rights and obligations of the Parties under Clauses 4 and 7 of this Agreement or under any other clauses of this Agreement or the Call-off Order which by their nature or by their express terms are intended to survive the termination of this Agreement, including Warranties, Indemnification, Confidentiality and Intellectual and Proprietary rights.

**10.7** In the event of termination by GCA due to the fault of the Contractor, the GCA shall withhold and deduct from any payment to Contractor in the relevant Call-off Order the amount reasonably deemed necessary to complete the Services and deliver the Deliverables.

**10.8** Unless otherwise specified in this Contract, on the termination of this Agreement for any reason, GCA shall be responsible for paying the part of the costs for deliverables and work that have been accepted by GCA up to and including the effective date of termination.




**10.9** In addition to any statutory provisions pertaining to termination and in addition to each Party's termination rights set forth elsewhere in this Agreement, in the cases below, without judicial intervention or further notice of default, whole or partial termination of this Agreement shall be possible, with immediate effect, for:

- a) Either Party, if the other Party has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;
- b) Either Party, if the other Party is prevented by force majeure from complying with its obligations wholly or in part for a period of three months or more;
- c) Either Party, if the other Party discontinues its business operations;
- d) GCA, if the Contractor, after a written demand from GCA allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Agreement;
- e) GCA, if one or more of the exclusion criteria mentioned in section I or section II of the signed Declaration on Honour becomes true for the Contractor;

## **11. RIGHT TO THE RESULTS OF EVENTS**

**11.1** All rights, title and interest in and to any drawings, calculations, reports, models, articles, equipment, machines, prototypes and other documents and material of any nature and in any form or medium prepared and/or delivered by or on behalf of the Contractor in connection with this Agreement, regardless of the state of completion, as well as any copyright, design rights, patents and other intellectual property rights and know-how with respect thereto, shall, without any obligations of any kind further than the ones expressly stated in this Agreement, vest exclusively in GCA automatically and immediately upon their creation to the fullest extent permitted by law and GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world forever. Accordingly, GCA shall have the exclusive right to use such drawings, documents and materials and intellectual property rights without restriction, including for the avoidance of doubt the right to make changes, further developments, licenses, transfers, copies and publications. GCA grants a non-exclusive and non-transferable user license for the Contractor to use such drawings, documents and material prepared and/or deliver to GCA, for which the Contractor needs to notify GCA. The Contractor shall however remain owner of his Pre-existing Intellectual Property Rights, and GCA shall be granted a license to use such Pre-existing Intellectual Property to the extent necessary to fully exercise its ownership rights as set out above in this Clause. "Pre-existing Intellectual Property Rights" shall mean any intellectual property rights and know-how already existing at the effective date of the Agreement or independently developed or acquired by the Contractor during the term of the Agreement without using any information disclosed by GCA. This includes methodologies, tools, report, among other materials, produced and/or delivered by the Contractor in connection to other projects and/or own internal products.

**11.2** The Contractor shall ensure that all such drawings and other documents and material referred to in Clause 11.1 above, which are prepared and/or delivered by or on behalf of the Contractor in connection with this Agreement or any Call-off Order, do not infringe any copyright, patent, design rights or other intellectual property right of any third party and can be used by GCA for their intended purpose.

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- 11.3** The Contractor agrees to execute and deliver, and to use maximum endeavours to cause any subcontractor to execute and deliver, to GCA any and all instruments, source documents, designs, instructions and codes reasonably required by GCA in connection with the use, adaption and enjoyment of the Deliverables and of the GCA's rights therein and thereto.
- 11.4** The Contractor undertakes to do everything necessary to see to it that all existing and any future Intellectual Rights - Copyrights or Industrial Property Rights pertaining to results in connection with the Services are (and remain) vested with GCA or with third party designated by it. The rates that Contractor charges to GCA in the context of the Agreement shall be deemed, in as far as necessary, to include payment for these Intellectual and/or Industrial Property Rights. To affect this transfer, the following acts must at any rate be performed: by signing the Agreement, Contractor transfers to GCA all existing and future Intellectual and/or Copy Right/Industrial Property Rights to existing and future results of the Work.
- 11.5** Insofar as these acts prove not to see to it that all Intellectual and/or Industrial Property Rights are transferred to GCA, Contractor undertakes, if the situation arises, to do everything possible to affect the transfer, without the Contractor being allowed to attach further conditions to its cooperation. As long as this has not been done, Contractor hereby gives GCA: irrevocable authorization to exercise and protect the powers arising from the relevant Intellectual and/or Industrial Property Rights in and out of court; an exclusive, irrevocable license, not subject to a time limit, to the relevant Intellectual and/or Industrial Property Rights.
- 11.6** Insofar as Contractor has made any material available to GCA, to which material the Contractor has Intellectual and/or Industrial Property Rights, the Contractor states that it shall grant GCA a non-exclusive and non-transferable right to use this material. Furthermore, Contractor indemnifies GCA from claims of third parties based on (alleged) Intellectual and/or Industrial Property Rights or on any other basis.
- 11.7** It is acknowledged and agreed by the Parties that GCA owns all property rights and may use, adapt, add to and subtract from the Deliverables and combine these with other artistic or literary material and to publish the result by any means, it being understood that the Contractor (including its employees and subcontractors) hereby waives and agrees not to exercise any so-called "moral rights" which may now or may hereafter be recognized.

## **12. ORGANISATION**

- 12.1** Each Party shall designate a contact person who will act in a liaison capacity throughout the term of this Agreement. Each Party will immediately notify the other Party in writing of changes in its contact person.

The following persons shall be contacted for the liaison of this Agreement:

For GCA:

*Representative:*  
*(Title)*



For the Contractor:

*Representative:*  
*(Title):*

or such successors as each Party may designate and communicate in writing to the other Party.


- 12.2** The Contractor shall ensure the selection of personnel with the necessary skills and competence to take part in each Call-off Order under this Agreement.
- 12.3** The Contractor's personnel shall remain employees of the Contractor and GCA's personnel shall remain employees of GCA. As employers, GCA and the Contractor shall each bear exclusive responsibility for the remuneration, social security and insurance, whether professional or non-professional, of its personnel. Each Party shall indemnify and hold the other Party free and harmless from any cost, expense or liability in this respect.
- 12.4** The Contractor shall provide the works and services in such places as the GCA may reasonably specify. Whenever the Contractor, the Contractor's staff or any other personnel working on the behalf of the Contractor work on GCA's premises, the Contractor shall ensure their compliance with GCA's Code of Conduct as well as fire, health and safety rules and procedures.
- 12.5** Unless otherwise agreed in a Call-off Order, each Party shall bear the travel and accommodation costs of its personnel.

### **13. TIME SCHEDULE**

- 13.1** A time schedule shall be made for each separate Call-off Order (see Clause 6 above).

### **14. REMUNERATION**

- 14.1** GCA shall pay remuneration to the Contractor in accordance with the terms laid out in each Call-off Order (see Clause 6 above). Unless otherwise agreed for a specific Call-off Order, the remuneration shall be based on the hourly/daily rates set out in the Contractors Proposal associated with this Agreement.
- 14.2** Unless expressly stated otherwise in a Call-off Order , any types of expenses shall not be reimbursed by GCA but borne by the Contractor. Any hourly/daily rate or other fixed fee shall also be considered to include all materials, labour and equipment needed for the performance of the respective Call-off Order.
- 14.3** The Contractor shall notify GCA of any need for the rendering of services or works not covered by the Call-off Order. Without the prior written approval of GCA, the Contractor shall not be entitled to perform any such services or works for GCA.



**14.4** Except for value added tax (VAT), all taxes, charges and fees of whatever nature which may be imposed by any authority on the amounts paid to the Contractor under this Agreement or any Call-off Order shall be paid and borne by the Contractor.

## **15. LIABILITY AND INSURANCE**

**15.1** The Contractor shall, as a minimum, carry the liability and maintain professional insurance coverage for each Call-off Order.

**15.2** It is the responsibility of the Contractor to cover, through personal accident insurance contracts, any personal accident risks suffered by its personnel or by its subcontractors' personnel, in the context of actions under this contract.

**15.3** Personal accident insurance shall provide that compensation shall be paid to the injured party or, in the event of death, to whomsoever proven to be entitled, in accordance with the law of succession or other applicable legal provisions.

## **16. CONFIDENTIALITY AND MARKS**

**16.1** "Confidential Information" means any scientific, technical, financial, commercial or other information of any nature and in any form provided by either Party to the other Party which is not in the public domain and which relates to the affairs of the Party or any of its business contacts.

**16.2** The parties shall keep confidential all information and technical and non-technical, commercial or other documentation related to the recipients that may be known under or in connection with the performance of this contract.

**16.3** The duty of confidentiality provided for in the preceding paragraph shall include, in particular, written documents, personal data, drawings, plans, applications and software in the form of source code or object code, specifications, trade secrets, methods and formulas, internal situations, of a labour or other nature.

**16.4** The information covered by the obligation of secrecy may not be transmitted to third parties, nor object of licensing or any other use or mode of economic use, unless expressly authorized in writing by the contracting entity.

**16.5** The co-contractor may only transmit confidential information to its employees and, in any case, only if the following circumstances occur cumulatively:

- a) the employees concerned need to know this information in order to fulfil their tasks under the contract.
- b) The employees are informed about the confidential nature of the information.
- c) Employees are obliged to comply with the obligation of secrecy arising from this Clause.

**16.6** The Contractor is responsible for the fulfilment of the duty of confidentiality on the part of its collaborators, whatever the legal nature of the bond, even after its termination, regardless of the cause of the termination.

## **17. PAYMENTS**



**17.1** All payments shall be made according to the provisions hereunder:

- a) Payment of each Call-off Order will be made in accordance with a payment plan included in the relevant Call-off Order agreed between the parties.
- b) Each payment milestone shall be unique and shall identify a portion of work measured by an amount of money recognizable.
- c) A payment Milestone shall be deemed achieved, if an item, event or service, specified as entitling the Contractor to milestone payments, is delivered, supplied, reached or rendered as specified. If it should subsequently be shown that proper completion of the milestone was not achieved while milestone payment was made, GCA can adjust the value of the ensuing milestone payment(s) accordingly.
- d) Milestone payments will become due upon achievement of the defined payment Milestones.
- e) Payments shall be made within 30 days of presentation of the documents listed below:
  - Advance payment:  
Invoice, to be submitted after signature of each Work Order by all parties.
  - Progress payments:  
Invoice;  
Certification, to be submitted for acceptance and signature to GCA, that the stage foreseen has satisfactorily been completed.
  - Final settlement:  
Invoice;  
Certification, to be submitted for signature to GCA , of satisfactory delivery of all deliverable items due under the Call-off Order concerned
- f) The GCA will credit the account of the Contractor shown on its invoices, on its behalf and on behalf of its subcontractors. The Contractor shall be responsible for paying the accounts of its subcontractors for this contract in a timely and proper manner in accordance with normal commercial practice and law. It shall indemnify GCA against any claims arising from such subcontractors caused by his failure so to pay such subcontractors.
- g) GCA reserves the right to visit the Contractor's and/or Sub-contractor(s) premises and ascertain the progress of the work under the Contract prior to making the payment concerned.
- h) All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable. GCA retains the right to request further details if it deems this necessary.
- i) In case of an audit of GCAs expenses, the Contractor shall cooperate fully and shall respond to all of GCAs and the auditor's requests for information truthfully and timely. The Contractor shall permit the auditor access to its premises if this is necessary to conduct the audit.
- j) All invoices must be addressed to: The Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam and shall be sent by email to [finance@gca.org](mailto:finance@gca.org).
- k) GCA will transfer the payments to the following Contractor's bank account:

Bank account holder's full name:	...
Name and address of recipient's bank:	...
Recipient's account number/IBAN:	...

Recipient bank's SWIFT or BIC code:	...
Recipient bank's routing information:	...
Bank account currency:	...

**17.2** The Contractor is required to submit invoices for all payments due under the Contract, in paper format to **GCA Finance Division**. The Contractor undertakes to submit complete invoices (including instructions for billing taxes and duties, where applicable), and to provide all supporting documentation as required by the Contract in support of the claims.

**17.3** Payments shall be made by the Agency in EUROs, to the account(s) specified by the Contractor. Payments shall be considered as effected on time if the Agency's orders of payment reach its bank within the payment period stipulated in this contract.

**17.4** Any special charges related to the execution of payments will be borne by the Contractor.

## **18. WITHHOLDING OF PAYMENTS**

**18.1** GCA reserves the right to withhold any advance,- progress- or final settlement payment, until withdrawal or rectification by the Contractor, as the case may be, of intellectual property right statements on documents, reports, plans, designs, data packages and other items, which are not in line with the contractual provisions and any special exceptions or additions thereto.

## **19. SUBCONTRACTING**

**19.1** The Contractor shall have the right to involve subcontractors, availing of specific expertise, in the performance of the Agreement. The Contractor shall notify GCA of all subcontractors, specifying in each case their specific expertise.

**19.2** Each Call-off Order will stipulate whether any of the work will be subcontracted with the agreement of GCA.

**19.3** The subcontracting of any part of the Agreement shall not relieve the Contractor from any liability or obligation under the Agreement. The Contractor is fully responsible for the compliance with the Agreement by all of its subcontractors.

## **20. KEY PERSONNEL**

**20.1** Unless previously and expressly agreed upon otherwise by GCA in writing, the work shall be executed by such key personnel as have been proposed by the Contractor for Call-off Orders, such personnel shall be available throughout the concerned Work Orders for the work allocated to them according to the Contractor's and its Subcontractor's respective offers.

**20.2** Key personnel for the purpose of this Article shall be defined as personnel indicated on the Contractor's or its Subcontractor's organizational chart involved in project execution down to and including at least one level below the Contractor's or Subcontractor's



Project Manager.

**20.3** Any replacement or part-time assignment to other tasks of such key personnel requires the prior GCA written approval. Appropriate requests from any level of contracting shall be channelled through the Contractor, and shall be accompanied by a justification for the proposed change and by a comprehensive Curriculum Vitae of the new key personnel proposed.

**20.4** GCA approval of the replacement will not be unreasonably withheld provided the replacement personnel proposed by the Contractor has the equivalent or better qualifications and experience than those to be replaced. In the affirmative case, GCA's representatives mentioned will supply the Contractor with a written approval.

**20.5** GCA shall have such personnel replaced, if such personnel do not comply with their assigned duties, or on giving other important reasons. In such a case the Contractor, and its Subcontractor shall replace that person within 2 calendar months by another person having the requested qualifications.

## **21. SPECIAL CONDITIONS OF PERFORMANCE**

**21.1** GCA will not be entitled to give directives to the Contractor's and Sub-contractors' personnel (hereinafter designated by "the Contractor's personnel" or "its personnel") other than operational and safety instructions necessary to the performance of the services described in the Scope of Services. These instructions do not in any way create a link of authority or management control of the Contractor's personnel by GCA.

**21.2** The legal relationship resulting from the Contract of employment between the Contractor's personnel and the Contractor shall not be affected by this Contract/or subsequent Call-off Order.

**21.3** The Contractor shall observe the normal safety regulations in force at the places of performance in any country where the services are effectively performed and also any special safety instructions issued by the GCA.

## **22. USE OF GCA IMAGES OR LOGOS**


**22.1** Without the prior written consent of GCA, the Contractor shall not use or make reference to any images or logos of GCA.

## **23. PUBLICITY**

**23.1** Without the prior written consent of GCA, the Contractor shall not publicise the Agreement or any part thereof unless it is obliged to do so to comply with applicable laws or regulations or with a court or administrative order.

## **24. FORTUITOUS OR FORCE MAJEURE CASES**

**24.1** Neither party shall incur liability if, by accident or force majeure, it is prevented from fulfilling its obligations under the framework agreement.



**24.2** A fortuitous or force majeure event is any unforeseeable and exceptional situation or event, independent of the will of the parties, and does not derive from the lack or negligence of any of them.

**24.3** The party invoking cases of force majeure or force majeure shall communicate and justify such situations to the other party, as well as informing the foreseeable period of time to restore the situation.

## **25. SUSPENSION OF THE FRAMEWORK AGREEMENT**

**25.1** Without prejudice to the right of withdrawal from the framework agreement, GCA may at any time, on grounds of public interest, in particular where public security reasons are involved, suspend the implementation of the framework agreement in whole or in part.

**25.2** The suspension shall take effect on the day following the date of notification of the contracting parties to the framework agreement, unless the said notification contains a later date.

**25.3** GCA may at any time lift the suspension of the implementation of the framework agreement.

**25.4** Service providers selected as co-contractors in the framework agreement may not claim or require any compensation or compensation on the basis of total or partial suspension of the framework agreement.

**25.5** If the Contractor selected does not provide sufficient resources to perform the contracted service, GCA reserves the right, with just cause, and without prejudice to a resolution under the terms of the following paragraph, to suspend agreement, without prejudice to a resolution under the terms of this agreement.

## **26. TEMPORARY IMPOSSIBILITY TO PROVIDE SERVICES**

**26.1** Whenever the Contractor is temporarily unable to provide services, he shall inform GCA accordingly.


**26.2** For the purposes of the preceding paragraph, a temporary interruption of service provision is considered an interruption for a period not exceeding 60 (continuous) days.

**26.3** Upon the expiration of the period provided for in the previous paragraph without the situation being settled, the Contractor shall request the extension of the term, GCA, however, reserves the right to terminate the contract.

**26.4** The temporary impossibility of providing services in the first 4 (four) months of the framework agreement, which will be considered as non-compliance with the implementation deadlines.

## **27. INDEMNIFICATION**

**27.1** The Contractor shall indemnify and hold harmless GCA against all claims, fines, costs and damages in connection with and/or resulting from any default in relation to employees taxes and insurances in connection to the services provided to GCA during



the duration period of this Framework Agreement and execution of eventual Call-Off Order(s) awarded to the Contractor.

**27.2** Contractor shall further indemnify and hold harmless GCA against all claims, costs and damages in connection with and/or resulting from any act or omission to act in relation to the Services, unless such act or omission to act directly results from any act of GCA for which it can be seriously blamed. Contractor waives any entitlement pursuant to article 7:658 sub 4 BW Dutch of laws.

**27.3** The Contractor hereby agrees to indemnify and hold harmless GCA from and against any and all direct losses arising out of or in relation to third-party claims of any kind which. If a claim is made that may give rise to a claim for indemnity under this clause then GCA shall notify the Contractor of such claim immediately, give the Indemnifying Party all reasonable co-operation and shall not negotiate the claim without the consent of the Indemnifying Party in writing.

## **28. AMENDMENTS**

**28.1** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral with respect to the subject matter of this Agreement. Amendments to or changes of this Agreement or any Call-off Order under it shall, in order to be valid, be made in writing and signed by authorized representatives of both Parties and shall be clearly stated as amendments to or changes of this Agreement or the Call-off Order, as the case may be.

**28.2** If at any time one or more of the provisions of this Contract becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired.

## **29. ASSIGNMENT**


**29.1** GCA shall have the right to assign or otherwise transfer any or all of its rights and obligations under this Agreement to a successor company or other legal entity established by the partner countries in the GCA project. The Contractor is not entitled to assign this Agreement, in full or in part, without GCA's prior written consent.

## **30. NO WAIVER**

**30.1** The provisions of the Agreement may not be waived except in writing. The failure of a party to insist upon strict adherence to any provision of the Agreement shall not be considered a waiver of any right under the Agreement, and shall not deprive that party of the right at any later time to insist upon the strict adherence to the Agreement.

## **31. ANTI-CORRUPTION**

**31.1** The Contractor warrants that no offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice has been made or shall be made, either directly or in- directly, as an inducement or reward for entry into this Agreement by GCA or in the sub- sequent execution of the Agreement. Any such practice will be grounds



for terminating the Agreement without any compensation to the Contractor and for such other additional actions, civil and/or criminal, as may be applicable.

## **32. SETTLEMENT OF DISPUTES AND GOVERNING LAW**

**32.1** This Contract and any agreement resulting from this Contract shall be governed by and construed in accordance with the laws of the Netherlands.

**32.2** In the event of any dispute of difference of opinion between the Parties arising out of or in connection with this Agreement or any Call-off Order, each of the Parties shall use its best efforts to settle each dispute or difference in opinion amicably by negotiations. Failing such an amicable settlement, the parties shall resort to arbitration under the rules of the International Chamber of Commerce (ICC). Any unresolved dispute shall be settled exclusively by the Dutch competent court in Rotterdam.

**33.4.** The place of arbitration shall be the Hague, the Netherlands. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the Agreement has been executed in two (2) originals, of which the Parties have received one (1) each.

Agreed and signed by both Parties.

For Contractor,

For GCA,

\_\_\_\_\_  
Name:

Position:

Date:

Place:

\_\_\_\_\_  
Name: Prof. Dr. Patrick Verkooijen

Position: CEO

Date:

Place:





**Annexes:**

Annex 1 – Template of GCA Call-off Order

Annex 2 – Signed Declaration on Honour [to be added later on]


Annex 3 – Framework Agreement Statement of Work [to be added later on]

Annex 4 – Contractors Proposal [to be added later on]

Annex 5 – GCA's Acknowledgement Statement [to be added later on]



**Annex 1 – Template of GCA Call-off Order**

 <b>GLOBAL CENTER ON ADAPTATION</b>		Contractor: Contract number:	
CALL-OFF ORDER		No:	DATE:
TITLE OF WORK ORDER:		GCA SOW REF:	
		PREVIOUS ATP REF:	
DESCRIPTION OF ACTIVITIES:			
PERIOD OF PERFORMANCE:			
PRICE AND PAYMENT PLAN:			
SPECIFIC CONDITIONS:		LOL AVAILABLE BEFORE THIS WORK ORDER:	
		LOL AVAILABLE AFTER THIS WORK ORDER	
CONTRACTOR	TECHNICAL REPRESENTATIVE	DATE:	CONTRACTS OFFICER      DATE:
GCA	TECHNICAL REPRESENTATIVE	DATE:	CONTRACTS OFFICER      DATE: