



GLOBAL  
CENTER ON  
ADAPTATION

# REQUEST FOR PROPOSALS

FRAMEWORK AGREEMENT (MINI-COMPETITION)

FOR

CARRYING OUT COMPREHENSIVE AND RAPID  
CLIMATE RISK ASSESSMENTS (RCRAS) IN AFRICA AND  
ASIA

RFP Ref: GCA-PR-23-323

**CLOSING DATE: MONDAY, 4 SEPTEMBER 2023**

**CLOSING TIME: NOT LATER THAN 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)**

**PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED**

Issued on: 31 July 2023

## Table of Contents

<b>1. Introduction</b>	<b>3</b>
1.1 Introduction to the Global Center on Adaptation (GCA)	3
1.2 Introduction to the Water and Urban Program	3
1.3 Introduction to this Request for Proposals	3
1.3.1 Purpose of this Request for Proposals (RFP)	3
1.3.2 Information about the Framework Agreement	4
1.3.3 Indicative Procedure Timetable	5
<b>2. Submission and Opening of Proposals</b>	<b>5</b>
2.1 Submission of the Proposal	5
2.2 Proposal Format	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
<b>3. Scope of Services</b>	<b>9</b>
<b>4. Joint Proposals and Subcontracting</b>	<b>9</b>
<b>5. Evaluation of Proposals and Bidders</b>	<b>10</b>
5.1 Exclusion Criteria	11
5.2 Selection Criteria	11
5.3 Award Criteria	12
5.4 Content of the Technical Proposal	14
<b>6. Additional Provisions</b>	<b>14</b>
<b>Annexes</b>	<b>15</b>
<b>Annex 1: Proposal Submission/Identification Form</b>	<b>16</b>
<b>Annex 2: Declaration on Honor</b>	<b>17</b>
<b>Annex 3: Scope of Work/Terms of Reference (TORs)</b>	<b>21</b>
<b>Annex 4: Framework Agreement</b>	<b>25</b>

## 1. Introduction

### 1.1 Introduction to the Global Center on Adaptation (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.

### 1.2 Introduction to the Water and Urban Program

GCA’s Water and Urban Program provides technical assistance for cities and national governments to identify priorities for climate adaptation investment. This is done together with Multilateral Development Banks and other partners that support water services, urban development and informal settlements upgrading.

Comprehensive Climate Risk Assessments typically serve some or all of the following purposes for water services, urban development, and informal settlements upgrading:

- Informing detailed planning and design of investment projects, sector master plans, resilience roadmaps and community resilience investments. As part of this process, adaptation options are prioritized, including Nature Based Solutions (NBS).
- Development of investment plans, adaptation project concepts, and other actions to enable adaptation financing.

### 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 to enter into a Framework Agreement with Mini-competition. 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 the necessary services.

## **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 oblige 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 Mini-competition for Carrying out Comprehensive and Rapid Climate Risk Assessments (RCRAS) in Africa and Asia as per Terms of Reference (TORs) outlined in this Solicitation Document, as required from time to time during the term of the Framework Agreement. The GCA will not be obliged/committed to purchase any minimum quantity of these services, and GCA shall not be liable for any cost in the event that no purchases are made under any resulting Framework Agreement.

The proposed Framework Agreement shall be valid for an initial period of two (2) years, with possibility of renewal for two (2) additional periods of 1 year each (subject to availability of funds and satisfactory performance of the consultant) and on mutual agreement of both the GCA and the consultant.

The maximum financial envelope for the services during the entire Framework Agreement period referred to herein is estimated at **EUR1,500,000 (One Million, Five Hundred Thousand Euros)**. Individual Work Orders will be issued following a Mini-competition process, under the terms and conditions of the Framework Agreement.

The services described in this Request for Proposals will operate and be implemented on an on-demand basis as and when required, within the terms and conditions 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. Purchases will be made against Work Orders to be issued by the GCA in accordance with the terms and conditions of any resulting Framework Agreement. Actual quantities to be purchased will vary from Work Order to Work Order.

Any quantities outlined in this Solicitation Document are an estimated forecast of the total requirement for the duration of the Framework Agreement, if so specified, an estimated forecast

for the annual requirement. Any estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of GCA regarding any quantity for future purchases.

This Solicitation Document shall not be construed as an offer capable of being accepted or as creating any contractual, other legal rights. No binding Contract, or other understanding or arrangement, will exist between the Bidder and GCA and nothing in or in connection with this Solicitation Document shall give rise to any liability on the part of GCA unless and until a Framework Agreement and linked Work Order is signed by GCA and the successful Bidder.

GCA is intending to award the Framework Agreement to bidders in three regions (Francophone Africa, Anglophone Africa, Bangladesh), provided that there will be enough acceptable tenders to meet this requirement.

There will be no legal/contractual obligation for GGA to procure any minimum value of services during the duration of the Framework Agreement or issue any minimum number of Work Orders during the term/duration of the Framework Agreement with the Service Provider(s).

The draft Framework Agreement including the GCA's contractual terms and conditions is included as an Annex to this RFP. **The GCA will not make any changes to the Framework Agreement after the deadline for submission of proposals.** Bidders are invited to submit any clarification request regarding the draft Framework Agreement before the closing date for clarifications (refer to paragraph 2.5 of the RFP). Submission of a proposal implies acceptance of the conditions stipulated in this Request for Proposal and the attached Draft Framework Agreement. These conditions will bind the Bidder to whom the contract is awarded for the performance of the contract.

### 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 GCA/EU/Donor Procurement Regulations.

Activity	Estimated date
Contract notice dispatched to TED, Devex and on GCA website	31 July 2023
Deadline for sending a request for clarifications to GCA	21 August 2023
Deadline for submission of proposals	4 September 2023
Proposal opening (not public)	4 September 2023
Evaluation of the proposals	8 September 2023
Notice of intent to award	13 September 2023
Signature of Framework Agreements	29 September 2023
Contract award notice	28 October 2023

## 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, 4 September 2023, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET).**

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 due 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. GCA will confirm receipt of proposals within 24 hours from the closing date and time. Bidders that do not receive this confirmation must contact GCA within 48 hours from the closing date and time. After 48 hours from the closing date and time, GCA shall not respond to any queries related to whether a bidder's proposal was received.**

Your proposal and all supporting documents must be sent in **PDF format (25MB maximum size)**, as an attachment, and must reach GCA at this email address: [procurement@gca.org](mailto:procurement@gca.org) within the deadline stipulated above. Submissions requesting GCA to click on links to download documents shall not be accepted.

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

**"GCA-PR-23-323 – RFP FOR CARRYING OUT COMPREHENSIVE AND RAPID CLIMATE RISK ASSESSMENTS (RCRAS) IN AFRICA AND ASIA"**

Please adhere to the following instructions, unless otherwise provided in the relevant Bid Documents. The Submission must be drafted in English and contain:

- Proposal Submission/Identification Form (Annex 1)
- A signed **Declaration of Honor** (Annex 2)
- The **Proposal**: Shall contain the information in Section 2.2 below and supporting documentation, with clear and concise description of your proposed actions to execute the Scope of Work/Terms of Reference and Deliverables (Annex 3). The Proposal **should not exceed 15 pages (excluding supporting documentation, CVs, and company profile)**.
- **All the supporting documentation** in relation to the evaluation criteria.
- **The entire submission/proposal shall not exceed 25MB in size for successful delivery. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.**
- Proposals must be sent in **one e-mail**.
- In case of a joint proposal, all the partners (except the lead partner) shall submit a **power of attorney**, signed by an authorized representative of each partner, designating the lead partner to represent them and to sign the contract on their behalf in relation to this RFP.
- Proposals submitted by e-mail, which do not comply with these requirements, e.g. submitted in any way, other than outlined in this Section 2.1, will be rejected.

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

## 2.2 Proposal Format

A preferred format of the proposal is provided below but is not limited to the items listed:

- **Consultant's Organization**
  - Description of lead consulting firm/organization and its partners (sub consultant/s, or association or joint venture partners) and how these are organized to execute the assignment. An annotated organogram is preferred.
  - Summary of how the firm (or association or joint venture) fulfills all selection criteria (Professional and Legal Capacity, Financial and Economic Standing, and Technical Standing).
  - Describe the strength of presence in the locations of where the assignment(s) will be carried out: Francophone Africa; Anglophone Africa; Bangladesh. This could be any of: (1) local office and team ; and or (2) local partners (in joint venture, sub-contractor or association ); and or (3) proposed local consultants that are resident in locations; and or (4) past assignments in the location.
- **Consultant's Experience** (project references illustrating the firm's previous most relevant experience).
- **Methodology**
  - Provide an annotated schematic of the main steps in implementing a climate risk assessment, either to: (a) influence a city investment program ; OR (b) influence the design of a water services investment. The climate risk assessment should include the following:
    - hazard assessment;
    - vulnerability assessment ;
    - risk assessment
    - resilience options assessment; and
    - risk dialogues and stakeholder engagement.
  - Provide notes on where and how data is collected and how it is analyzed and the tools that will be used.
  - Refer to own project references used in this proposal, where this approach, methods and tools have been utilized.
  - Describe how stakeholders will be consulted throughout the process.
  - Summarize the challenges expected and how these will be addressed.
  - Describe the expected outputs and level of detail in it. Illustrate with examples from own project references used in this proposal where possible.
- **Team Composition** (Core experts and Supporting experts) – (Name, surname, Proposed role, Languages, summary of expertise)
- **Summary of Project References** (Project/assignment name, period, budget estimate of your firm services (US\$ ), location, client name, services provided by your firm.

- **Team CVs** (Annex) (Name and surname, Proposed role, Nationality and location, Education, Most relevant training, Professional certifications, or membership in professional associations, Countries of work experience, Languages, Employment history, Summary of projects (or other work) undertaken that best illustrates expertise for role in this assignment

### **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 **90 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 when submitting the required documents for this RFP.

GCA shall endeavor to conclude the RFP process within the validity period of the RFP. If, however, there are any circumstances that require GCA to request for validity extension from bidders, GCA shall do so in writing. Bidders have the right to accept or reject the request. In the latter case, the bidder's proposal shall not be evaluated.

### **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 is 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 below and must be labelled "**Clarification Request - GCA-PR-23-323 – RFP for Carrying out Comprehensive and Rapid Climate Risk Assessments (RCRAS) in Africa and Asia**". 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 all 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/or by email. 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 RFP. Please note that GCA will not enter a detailed discussion on the requested services at this stage.

The closing date for clarifications concerning this Request for Proposals is **21 August 2023, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)**.



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 due 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/Procurement Officials, 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 RFP 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 should the presentations be 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, to demonstrate their understanding of GCA's work and their technical capacity to implement the activities outlined in the Scope of Work/Terms of Reference (Annex 3).

The specific Scope of Work/Terms of Reference related to that presented in Annex 3 is then to be fulfilled only within the Framework Agreement, each assignment being awarded to a bidder(s) via a Work Order after a mini-competition or secondary bidding among Framework Agreement holders.

## **4. Joint Proposals and Subcontracting**

A Bidder may submit a proposal as a single entity or partner 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.

Joint proposals will be evaluated on a consolidated basis. Joint bidders/ventures must appoint a lead firm/organization and a point of contact authorized to act on their behalf in connection with the submission of the proposal and all relevant questions, clarification requests, notifications, etc. that may be received during the evaluation and award phases, and until signature of the contract.

If the joint proposal is successful, the GCA will sign the contract with the lead firm/organization, authorized by the other members to sign the contract on their behalf. All members of the joint proposal assume joint and several liability towards the GCA for the performance of the contract.

Changes in the composition of the group after the proposal submission deadline and before the contract signature may lead to the rejection of the proposal except in case of a merger/takeover of a member of the group, in which case all Eligibility, Selection and Award Criteria must still be fulfilled by the new group.

## 5. Evaluation of Proposals and Bidders

The evaluation of bidders and proposals will be done in accordance with the following subsequent steps:

- Verification that the bidder fulfils the Exclusion 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.
- Verification that the bidder has the appropriate capacities to perform the contract based on the Selection Criteria described in Section 5.2 (only for those bidders that were not excluded based on the Exclusion Criteria).
- Evaluation of the bidder based on the Award Criteria described in Section 5.3 (only for those bidders that have met the Selection Criteria).
- Where individual scoring is adopted, the Evaluation Committee shall discuss scores where there are significant discrepancies prior to computing the average score for each criterion.
- At the Mini-competition stage, during financial evaluation, where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate shall govern, unless in the opinion of the Evaluation Committee there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total shall govern, and the unit rate shall be corrected.

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

The evaluation of proposals shall be carried out by an Evaluation Committee made up of representatives of GCA. Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation, due diligence checks, etc., to obtain information on how the procedure is progressing or to influence GCA in its decision concerning the award of the contract, will result in the immediate rejection of the bidder's proposal.

In the interests of transparency and equal treatment and without being able to modify their proposals, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Requests for clarifications will only seek minor clarifications of information already submitted by the bidder. No modifications to a proposal can be sought or accepted through a request for clarification (except for the correction of arithmetical errors discovered during the evaluation of the proposal).

## 5.1 Exclusion Criteria

Participation in this RFP 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 Honor (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 Honor, the Bidder undertakes to inform GCA, without delay, of any changes to their situation in this regard.

Bidders may be excluded from participation in this RFP 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 be evaluated against each Selection Criterion based on 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 against the Selection Criteria on pass/fail basis.** Bidders who meet the Selection Criteria will be put on an equal footing for the next stage of the evaluation process based on the Award Criteria.

Bidders shall be evaluated against the following Selection Criteria:

- (1) Professional and Legal Capacity
- (2) Financial and Economic Standing
- (3) Technical Standing

### 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 3 years.</li><li>• All Bidders must have a current team of at least 5 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></ul>
------------------	--

	<ul style="list-style-type: none"> <li>Financial capability tests will be run. Liquidity: Average Current assets/Current liabilities for the last 1 year 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 independently audited financial statements for 1 year in the last 2 fiscal years signed by registered auditor(s), which must be submitted in English.</li> </ul>

**5.2.3 Technical Standing**

<b>Criteria</b>	<ul style="list-style-type: none"> <li>At least 3 project references in climate risk assessment</li> <li>At least 3 project references in urban planning and development (such as master planning, sectoral planning instruments, informal settlements upgrading, infrastructure development, advising on urban investments, capital planning).; OR at least 3 project references in Water resources assessments at catchment/watershed or bulk water supply system level including modelling supply and demand while integrating climate change projections. These are to be found in the technical proposal.</li> <li>One project reference can fulfil multiple criteria. Therefore a minimum of three project references are required.</li> <li>Firm experience working on investment projects (any of Cities, Multilateral Development Banks, Government, Private Sector).</li> <li>Firm experience in stakeholder and community engagement.</li> <li>Firm experience in at least one of : Francophone Africa ; and or Anglophone Africa and or Bangladesh . It is not a requirement to have experience in all the locations. But firms will only be selected for the locations where they have experience.</li> <li>Expert language skills requirements are: English and French for Francophone Africa; English for Anglophone Africa; and English and Bangla for Bangladesh.</li> </ul>
<b>Documentary evidence</b>	<ul style="list-style-type: none"> <li>The Technical Proposal contains a project reference summary with at least 3 projects where the relevance to the above criteria is highlighted</li> <li>The Technical Proposal includes a summary of staff language proficiency</li> </ul>

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. The bidders who do not meet all the Selection Criteria shall not proceed to the next evaluation stage and their proposals shall not be evaluated further based on the Award Criteria.

**5.3 Award Criteria**

For each region (Francophone Africa, Anglophone Africa, Bangladesh), the Framework Agreement shall be awarded to **three (3) to eight (8) top ranked bidders that obtained the minimum score (threshold) or more** in accordance with the Award Criteria in the table below, provided that there are enough acceptable tenders to meet this requirement. Should more than eight (8) proposals obtain the minimum required score in all Award Criteria, GCA may consider awarding Framework Agreements up to ten (10) top ranked bidders, based on the total score, if the bidders are within 3 points of the 8<sup>th</sup> ranked bidder. The Award Criteria will be calculated based on a total of 100 points for the Technical Criteria (TC). There is no Financial Proposal required at this stage, as financial proposals will be requested and evaluated for each Mini-competition process.

**It is important to note that the required minimum cumulative score (threshold) for the Proposal is 60 points. Only proposals obtaining the minimum score (threshold) or more will be considered for the award of framework agreements.** Proposals scoring less than the minimum score (threshold) will be considered of insufficient quality and shall be rejected.

<b>Award Criterion</b>	<b>Maximum Score</b>	<b>Minimum Score</b>
<b>TC.1. Experience related to climate risk assessment</b>	<b>40</b>	<b>24</b>
TC.1.1. Experience executing risk assessments in environments that are highly data scarce and use of global data for climate risk assessments	10	
TC.1.2. Experience in vulnerability assessments in multiple contexts	6	
TC.1.3. Experience applying climate risk assessment to influence any of: <ul style="list-style-type: none"> <li>National government or city urban resilience programs or projects, including in informal settlements.</li> <li>Water services or water resources management projects or programs;</li> <li>Financier (such as MDBs or others) investment planning, project preparation or design</li> </ul>	6	
TC.1.4. Experience in design and prioritization of climate adaptation options including Nature Based Solutions	6	
TC.1.5 Experience with participatory approaches and managing diverse stakeholders	6	
TC.1.6. Experience in the planned locations of RCRA for which the firm seeks to be considered : Francophone Africa; Anglophone Africa; and Bangladesh.	6	
<b>TC.2. Methodology and approach</b>	<b>20</b>	<b>12</b>
TC.2.1. Demonstration of experience in structuring a sound approach for a climate risk assessment with clear steps, tools and visual methods and adapted to context (such as data scarcity and informality)	10	
TC.2.2. Quality and robustness of participatory approach and methods to engage with stakeholders.	5	
TC.2.3. A clear and concise proposal	5	
<b>TC.3. Key personnel</b>	<b>40</b>	<b>24</b>
TC.3.1. Climate Risk Assessment Expert (as per TORs)	10	
TC.3.2. Urban Development and Planning Expert (as per TORs)	10	
TC.3.3. Water Management Expert (as per TORs)	10	
TC.3.3. Supporting Experts (as per TORs)	10	
<b>TOTAL MAX./MIN. SCORE (TC.1. + TC.2. + TC.3.)</b>	<b>100</b>	<b>60</b>

**Bids scoring less than the minimum score for any main award criterion (TC.1, TC.2 and TC.3) will be considered of insufficient quality and shall be rejected.**

Bidders may submit proposals to be considered for one or more regions. Where it is not specified in the proposal, the bidder will be considered to be bidding for all regions. 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.

#### **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 Work/Terms of Reference (Annex 3).

### **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 the preparation and submission of their responses to this open RFP.
- No information of any kind will be given on the state of progress regarding 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 RFP.
- 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 RFP will become the property of GCA and shall be considered confidential.

## Annexes

## Annex 1: Proposal Submission/Identification Form

GCA-PR-23-323 – RFP for Carrying out Comprehensive and Rapid Climate Risk Assessments (RCRAS) in Africa and Asia

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, the undersigned, confirm:</p> <ol style="list-style-type: none"> <li>1. The acceptance of the conditions in the Request for Proposal.</li> <li>2. The acceptance of the Framework Agreement in its entirety and without reservation.</li> <li>3. That the period of validity of my/our proposal is 90 days from the deadline of this Request for Proposal.</li> <li>4. Compliance with the requirements relating to the Scope of Work/Terms of Reference as defined in Annex 3 of this Request for Proposal, and</li> <li>5. That the information given in this proposal is correct.</li> </ol>	
Place and Date	
Signature (Authorized representative)	
Full Name	



## Annex 2: Declaration on Honor

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 **Organization**')

### I – Situations of exclusion

(1) declares that the above-mentioned Organization 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 Organization 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 Organization is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Organization 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 its undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>

(d) it has been established by a final judgement that the Organization 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 organization;	<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 labor 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 Organization 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 – Situations of exclusion concerning natural or 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 Organization, or who has powers of representation, decision, or control with regard to the above-mentioned Organization (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 Organization 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, organizational 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 to in point (d) of this declaration.

### IV – Evidence upon request

Upon request the Organization 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 Organization showing that those requirements are satisfied. These documents must provide evidence covering all taxes and social security contributions for which the Organization is liable, including for example, VAT, income/company tax and social security contributions.

### V – Selection criteria

(3) declares that the above-mentioned Organization 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 Organization has truthfully provided the information herein.

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

The above-mentioned Organization 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.

The above-mentioned Organization will comply with the UN Supplier Code of Conduct, to the extent applicable. The code is available on: <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

Full name:

Date:

Signature:

## Annex 3: Scope of Work/Terms of Reference (TORs)

### 1. Objective

GCA's Water and Urban Program provides technical assistance for cities and national governments to identify priorities for climate adaptation investment. This is done together with Multilateral Development Banks and other partners that support water services, urban development and informal settlements upgrading.

Comprehensive Climate Risk Assessments typically serve some or all of the following purposes for water services, urban development, and informal settlements upgrading:

- Informing detailed planning and design of investment projects, sector master plans, resilience roadmaps and community resilience investments. As part of this process, adaptation options are prioritized, including Nature Based Solutions (NBS).
- Development of investment plans, adaptation project concepts, and other actions to enable adaptation financing.

Rapid Climate Risk Assessments typically serve some of or all the following purposes:

- Initiating or advancing a dialogue between city officials and financiers (currently Multilateral Development Banks and Development Banks) towards an urban investment portfolio that is informed by climate risk.
- Building capacity and aligning city decision makers around a climate adaptation agenda that has clear priorities.
- A precursor for detailed climate risk assessment and resilience options appraisal linked to a specific urban investment.

Within this context, GCA is seeking Service Provider/s to enter into a Framework Agreement to carry out Comprehensive and Rapid Climate Risk Assessments (RCRAs) in Africa and Asia.

### 2. Tasks and activities

#### General description

Both rapid and comprehensive climate risk assessments typically comprise three tasks (outlined below) whose granularity and level of detail depend on the objectives and scope of work of individual assignments (to be specified in each Work Order).

#### Key tasks in a Rapid Risk Climate Risk Assessment

##### 1. Hazard assessment

For rapid assessments, key climate hazards are typically analyzed from secondary data and or global data (major databases and credible sources) and from interviews and discussions with key city stakeholders. For comprehensive assessments, remote sensing and other data from monitoring stations are also used to estimate parameters needed for hydrological and hydraulic modeling as appropriate.

This may include:

- Historical analysis and future projection of temperature and precipitation for at least two time horizons and two emissions scenarios.

- Historical analysis and future projection of climate hazards over at least two time horizons with estimates of intensity, frequency, and duration.
- Development of climate hazard maps and validation by relevant officials and key stakeholders
- Rapid scan of hazards using global data for multiple cities

## **2. Vulnerability assessment**

Analysis of the sensitivity and adaptive capacity of systems (places, people, institutions, infrastructure (assets, systems, services)) when exposed to key hazards. The impacts of hazards on systems are prioritized and mapped to identify hotspots. For some assignments, detailed analysis is done for hotspots.

This may include:

- For infrastructure systems, physical assets and facilities and economic land uses: estimates of flood impacts from direct asset or economic damage and or indirect service disruption
- For rapid city assessments: identifying key city sectors or services that will be impacted by hazards.
- Identifying any societal, environmental, or economic factors that either worsen impact or that lead to beneficial impacts.
- Combining hazard assessment, and the most relevant non-climatic trends (demographics; socio-economic development, etc.), to identify the areas where the most people will be affected by hazards.
- Identifying any factors that enable systems (including communities and institutions) to respond to climate hazards and their impact.
- In some cases, methods may be adapted to place emphasis on informal settlements and vulnerable groups.

## **3. Risk assessment and resilience options assessment**

- Risk will be analyzed as a function of hazard likelihood and impact severity given the level of system vulnerability.
- This combines tasks 1 and 2 outputs and produces risk maps and or risk matrices (combining hazard likelihood and impact severity for sectors and sub-sectors)
- Risk maps and matrices are validated by key stakeholders and risks are prioritized.
- Building on the outputs from tasks 1-3 , a menu of resilience options is developed.
- Criteria for prioritizing resilience options are developed and the options prioritized.
- Priority resilience options are described, including their investment rationale

## **4. Risk dialogues and stakeholder engagement**

- This task is fully integrated into tasks 1-3 but is described separately given its importance.
- The multiple purposes of risk assessments (e.g. influencing the design of an investment project or influencing upstream investment planning ), the uniqueness of clients (cities, national governments, and communities ), and other project and location contextual factors (society, economy, nature, informality) make stakeholder and community

engagement essential for all tasks. This is especially the case for vulnerability and risk assessment.

- Each assignment typically includes workshops, meetings, interviews, and other participatory tools – both in-person and online. Because there is a high level of informal settlements in many cities, in some cases the stakeholder engagement may need to be adapted to this context.
- Technical proposals should briefly describe why and how stakeholder engagement is done.

The proportional Level of Effort (LOE) between steps 1-3 may differ for each Work Order. The full scope, detail, intensity, and work effort associated with the services will be defined with each Work Order. However, the Service Provider/s are required to be able to complete all general tasks and activities listed above.

An estimated 20 assignments are planned (mostly for cities) over a period of two years in (1) Anglophone Africa; (2) Francophone; and (3) Asia (starting in Bangladesh).

### 3. Expert Team

A team should be specified for the purpose of evaluating firms’ capacity to mobilize the expertise required for typical assignments. Each Work Order will have its own expertise requirements. Firms are not obliged to propose the same experts for the Work Orders.

An overall Team Leader shall be assigned as either the Climate Risk Assessment Expert, Urban Development and Planning Expert or Water Management Expert. In addition to meeting the expert requirements below, the Team Leader shall have at least 8 years’ experience or at least 8 relevant project references.

Role	Requirements
<b>Climate Risk Assessment Expert</b>	<p>A minimum of 5 years’ experience or at least 5 project references are required. Experience and project references should be related to:</p> <ul style="list-style-type: none"> <li>• Climate hazard, vulnerability and risk assessment</li> <li>• Advising on, developing or managing large scale investment projects (preferably urban and or water), especially with Multilateral Development Banks.</li> <li>• Stakeholder engagement for facilitating any of: urban planning or development; urban climate resiliency; water management; or large scale investment projects.</li> <li>• At least a Master’s Degree in Hydrology, Engineering or Climate Sciences or a field relate climate risk assessment.</li> </ul>
<b>Urban Development and Planning Expert</b>	<p>A minimum of 5 years’ experience or at least 5 project references are required. Experience and project references should be related to:</p> <ul style="list-style-type: none"> <li>• Urban planning or development (such as master planning, sectoral planning instruments, informal settlements upgrading, urban infrastructure development, urban capital planning).</li> <li>• Climate risk assessment for urban resilience.</li> </ul>

	<ul style="list-style-type: none"> <li>• Advising on, developing or managing large-scale urban investment projects, especially with Multilateral Development Banks.</li> <li>• Stakeholder engagement for facilitating: urban planning or development; urban climate resiliency; or large scale urban investment projects.</li> <li>• At least a Master’s Degree in Urban Planning, Architecture, Engineering or a field relevant to urban planning and development.</li> </ul>
<b>Water Management Expert</b>	<p>A minimum of 5 years’ experience or at least 5 project references are required. Experience and project references should be related to:</p> <ul style="list-style-type: none"> <li>• Water resources assessments at catchment/watershed or bulk water supply system level including modelling supply and demand while integrating climate change projections.</li> <li>• Advising on, developing or managing large scale investment projects, especially with Multilateral Development Banks.</li> <li>• Stakeholder engagement for facilitating water resources planning and management or large scale investment projects.</li> <li>•</li> <li>• At least a Master’s Degree in Water Resources Management, Hydrology, Engineering or a field related to water resources management or water services management.</li> </ul>
<b>Supporting Experts</b>	<p>Three supporting experts must have at least 5 years’ experience or at least 5 project references related to the scope of work. -especially in the areas of social development, economic analysis of projects and green infrastructure development Their complementary role to the core experts should be described.</p> <p>.</p>



## Annex 4: Framework Agreement



GLOBAL  
CENTER ON  
ADAPTATION

# Framework Agreement for Carrying out Comprehensive and Rapid Climate Risk Assessments (RCRAS) in Africa and Asia (*Mini-Competition*)

GCA-PR-23-323

Between

Global Center on Adaptation

And

(Company name)

This Agreement dated (DATE) 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 OF REPRESENTATIVE)**, 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 **(PROCUREMENT TITLE)**
- 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 Work 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 Work/Terms of Reference and individual Work Orders, and for the whole duration of the Contract:

- to perform the work and services as per the Statement of Work and individual Work Orders;
- to make available for these tasks the necessary personnel, material, equipment and facilities,
- to undertake work according to the Work 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 Work/Terms of Reference and related Annexes
- b. Each subsequent Work Order placed including its associated Statement of Work
- c. The Contractors Proposal for the Framework Agreement
- d. The Contractors Proposal for each Work 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 Statement of Work issued by GCA for the procurement of **(PROCUREMENT TITLE)**, and the Contractors 's response thereto) in the areas of:

- (List type of Services)
- X
- X
- X
- X

under this Agreement shall be organized on the basis of specific Work Orders, which shall be laid down in a separate contract (“Work Order”). Each Work Order shall be signed by the Parties and appended to this Agreement.

The Parties may negotiate and agree additional or alternative terms and conditions (“**Specific Conditions**”) that will apply to specific Work Orders under this Agreement on a case-by-case basis. The detailed terms of Specific Conditions shall be laid down in the relevant Work 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 **(AMOUNT IN EURO)**. The actual amount for each Service Provider will be determined by individual Work Orders, priced based on the detailed Scope of Work/Terms of Reference 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 Work 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 Work Order procedure specified here below. Each Work Order will be concluded on a firm fixed price Basis.

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

## 6. MINI-COMPETITION/WORK 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 Mini-competition process to support specific projects by sending a specific Request for Proposal (RFP) via email to Contractors within the Framework Agreement. Upon written request by GCA, the Contractor shall submit a technical and financial proposal within the time limit specified by GCA in such request.

6.2 Each RFP 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.
- **Time schedule:** Time schedule and any deadlines for the services and deliverables.

- 6.3** Following receipt of such RFP, 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 RFP) notify GCA of its confirmation to take part in the Mini-competition Procedure and submit a (technical and financial) proposal for that specific project or notify GCA it will not bid.
- 6.4** The Contractor's proposal shall include, as a minimum, the following:
- Consultant's experience in undertaking similar assignments.
  - Methodology and work plan for undertaking the assignment.
  - Personnel proposed for the assignment with CVs.
  - Total Firm Fixed Price in EURO for the activities, including travel if any, with and travel/subsistence plan as per the Financial Proposal Form.
  - Other requirements as specified in the Mini-competition RFP.
- 6.5** To conclude the Mini-competition Procedure, GCA shall evaluate proposals received and determine the successful Contractor for the specific project's Work Order.
- 6.6** The criteria for awarding each Work Order shall be based on either a price-quality approach or a least cost approach, as specified in the applicable Request for Proposal.
- 6.7** Upon mutual agreement between the Parties regarding the contents of the Work Order, including any potential Specific Conditions, the Work Order shall be formally executed by their duly authorized representatives.
- 6.8** GCA will issue a Work Order following the form given as Annex 1 hereto. Only upon signature of this Work Order by both Parties shall the Contractor be deemed authorized to perform the work. If, however, for urgency reasons, GCA decides to provide the Contractor with a preliminary authorization in writing to proceed with the work foreseen under a Work Order, such authorization 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.
- 6.9** Work under this Work 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.
- d. Be responsible for organising quarterly reviews to discuss with GCA representatives all matters related to the performance of the Agreement/Work 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 Work 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 Work 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 Work Orders to the reasonable 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 Work 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 Work 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 Work Order.
- 9.7 Penalties for late delivery are not applicable unless specifically incorporated in a Work Order.

## 10. DURATION AND TERMINATION

- 10.1 This Agreement shall commence on **(THE START DATE)** and shall remain in effect until **(THE END DATE)** 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 **(LENGTH OF POSSIBLE RENEWAL)**, and its total duration cannot exceed **(MAXIMUM LENGTH OF AGREEMENT + RENEWAL)** years.

Subject to the conditions laid down in Clause 6 (Work Order Procedure) of the present Agreement, the Agreement shall be deemed automatically extended to cover the period needed for the performance of any Work 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 Work 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 Work 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 Work 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 Work Orders shall continue to bind the Parties in regard of the provisions of the corresponding Work Order, except where the breach also represents a breach of that Work 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 Work 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 Work 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 to GCA 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 Work 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.
- 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: **NAME, TITLE, EMAIL ADDRESS**

For the Contractor: **NAME, TITLE, EMAIL ADDRESS**

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 Work 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 Work 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 Work 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 Work Order (see Clause 6 above). Unless otherwise agreed for a specific Work 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 Work 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 Work Order.

**14.3** The Contractor shall notify GCA of any need for the rendering of services or works not covered by the Work 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 Work 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 Work 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 labor 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 Work Order will be made in accordance with a payment plan included in the relevant Work 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 Work 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 Work 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 Work 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 channeled 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 Work/Terms of Reference. 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 Work 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 Work 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 Work 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 Work 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 indirectly, as an inducement or reward for entry into this Agreement by GCA or in the subsequent 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 Work 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 Global Center on Adaptation,

---

Name: Prof. Dr. Patrick Verkooijen  
Position: CEO

Date:

Place: Rotterdam, the Netherlands

For Contractor,

---

Name:

Position:

Date:

Place:

**Annexes:**


Annex 1 – GCA Work Order

Annex 2 – Signed Declaration on Honor

Annex 3 – Scope of Work/Terms of Reference (TORs)

Annex 4 – Statement of Acknowledgment

## Annex 1 – GCA Work Order

<b>GCA Work Order No.:</b> <b>WO-001-[UNIT4 Contract Number]</b>				<b>GLOBAL CENTER ON ADAPTATION</b>
CONTRACTOR:		DATE:		
TITLE OF WORK ORDER:		GCA CONTRACT NO:  [UNIT4 Contract Number]		
DESCRIPTION OF ACTIVITIES:				
PERIOD OF PERFORMANCE:				
PRICE AND PAYMENT PLAN:  <b>Price: €</b> <b>Payment plan:</b>				
SPECIFIC CONDITIONS:  As per Terms and Conditions of Contract/Framework Agreement No. [UNIT4 Contract Number].  Contract/Framework Agreement Title: [insert title] dated [insert date].				
<b>GCA</b>	CEO: Prof. Dr. Patrick Verkooijen	DATE:	SIGNATURE	
<b>CONTRACTOR</b>	AUTHORIZED REPRESENTATIVE: [insert name]	DATE:	SIGNATURE	