REQUEST FOR PROPOSALS (FIRMS)

FOR

TECHNICAL ASSISTANCE TO THE LIVESTOCK PRODUCTIVITY AND RESILIENCE SUPPORT PROJECT (LPRES)

RFP Ref: GCA-PR-23-330

CLOSING DATE: MONDAY, 14 AUGUST 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: 21 July 2023
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## Acronyms and Abbreviations

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAAP</td>
<td>Africa Adaptation Acceleration Program</td>
</tr>
<tr>
<td>AfDB</td>
<td>African Development Bank</td>
</tr>
<tr>
<td>CapEx</td>
<td>Capital Expenses</td>
</tr>
<tr>
<td>CET</td>
<td>Central European Time</td>
</tr>
<tr>
<td>CRA</td>
<td>Climate Risk Assessment</td>
</tr>
<tr>
<td>CSDAT</td>
<td>Climate Smart Digital agricultural Technologies for Food Security</td>
</tr>
<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
</tr>
<tr>
<td>EOI</td>
<td>Expression of Interest</td>
</tr>
<tr>
<td>EU</td>
<td>European Union</td>
</tr>
<tr>
<td>GCA</td>
<td>Global Center on Adaptation</td>
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<tr>
<td>IFIs</td>
<td>International Finance Institutions</td>
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<td>ILO</td>
<td>International Labor Organization</td>
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<tr>
<td>IPCC</td>
<td>Intergovernmental Panel on Climate Change</td>
</tr>
<tr>
<td>LMA</td>
<td>Labor Market Assessment</td>
</tr>
<tr>
<td>LOA</td>
<td>Length Overall</td>
</tr>
<tr>
<td>MDBs</td>
<td>Multilateral Development Banks (MDB)</td>
</tr>
<tr>
<td>MSMEs</td>
<td>Micro, Small to Medium-sized Enterprises</td>
</tr>
<tr>
<td>MTPRs</td>
<td>Mandatory Technical Proposal Requirements</td>
</tr>
<tr>
<td>N/A</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>NAP</td>
<td>National Adaptation Plan</td>
</tr>
<tr>
<td>NBS</td>
<td>Nature-based Solutions</td>
</tr>
<tr>
<td>NDP</td>
<td>National Development Plan</td>
</tr>
<tr>
<td>NPV</td>
<td>Net Present Value</td>
</tr>
<tr>
<td>NTP</td>
<td>National Transport Policy</td>
</tr>
<tr>
<td>PPT</td>
<td>Power Point Presentation</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>TEU</td>
<td>Twenty-foot Equivalent Unit</td>
</tr>
<tr>
<td>VAT</td>
<td>Value Added Tax</td>
</tr>
</tbody>
</table>
1. Introduction

1.1 Global Center on Adaptation

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 Program Background Information

The Food Security program of GCA aims at promoting climate adaptation and resilience in food security-based investment projects of multilateral development banks (MDBs) and International Finance Institutions (IFIs) including the African Development Bank (AfDB), the International Fund for Agricultural Development (IFAD), and the World Bank.

Through its Climate Smart Digital Agricultural Technologies (CSDAT) business line the Program supports MDBs by carrying out climate risk analyses of agricultural value chains to provide inputs into the design of investment projects, mainstreaming digital tool in project preparation and, build the capabilities of relevant personnel, institutions, and stakeholders to design, implement, and use digital climate information and advisory services for improved climate adaptation and resilience.

2. Description of Services

2.1 Purpose of this Assignment

Within this context, GCA is seeking a qualified firm to provide Technical Assistance to the Livestock Productivity and Resilience Support Project (LPRES) in Nigeria.

The expected services to be provided under this assignment include, but not limited to:

- Carry out a comprehensive landscape analysis and climate risks and vulnerabilities assessment of the livestock sector in Nigeria to identify the key climate-induced challenges and shocks, particularly for those livestock value chains of interest – cattle (beef, dairy, leather), poultry (egg, meat), pig, sheep, and goat.
• Identify opportunities, constraints, and viable entry points for investments to promote climate adaptation – including digital advisory services – across the livestock value chains of interest.

The detailed Terms of Reference and Deliverables for this assignment are presented in Annex 3. The total duration of this assignment is estimated at up to 8 months.

Bidders shall respond to the strategic requirements of GCA with a strong emphasis on responsiveness to GCA technical requirements and performance, substantive progress reports, achievement of tasks and activities to match the Scope of Services/Terms of Reference and the production of the deliverables on time, to highest applicable standards. For further information See Annex 3 – Terms of Reference.

2.2 Information about the Contract Package

GCA intends to enter into a contract that covers the Terms of Reference and Deliverables described in Annex 3. The financial envelope for this assignment is exclusive of VAT.

3. Preparation of Proposals

3.1 RFP Indicative Schedule

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.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract notice dispatched to Devex and on GCA website</td>
<td>21 July 2023</td>
</tr>
<tr>
<td>Deadline for sending a request for clarifications to GCA</td>
<td>4 August 2023</td>
</tr>
<tr>
<td>Deadline for submission of proposals</td>
<td>14 August 2023</td>
</tr>
<tr>
<td>Proposal opening (not public)</td>
<td>14 August 2023</td>
</tr>
<tr>
<td>Evaluation of the proposals</td>
<td>18 August 2023</td>
</tr>
<tr>
<td>Signature of Contract</td>
<td>25 August 2023</td>
</tr>
<tr>
<td>Contract award notice</td>
<td>24 September 2023</td>
</tr>
</tbody>
</table>

3.2 Communications, Clarifications and Amendment of RFP

The point of contact for all questions or requests for additional information is 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 in the timeline and must be labelled “Clarification Request – GCA-PR-23-330 – RFP for Technical Assistance to the Livestock Productivity and Resilience Support Project (LPRES) in Nigeria”. 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 RFP is **4 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.

3.3 **Language**

The proposals, all correspondence and documents related to the RFP exchanged by the bidder and GCA, must be written in **English**.

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into English.

3.4 **Cost of Submitting Proposals**

GCA will not reimburse any costs incurred by interested bidders with connection with preparation and submission of their responses to this RFP.

3.5 **Alteration or Withdrawal of Proposals**

Bidders may alter or withdraw their proposals by written notification to GCA prior to the deadline for submission of proposals referred to in Section 4.1. No submission may be altered after this deadline. Withdrawals must be unconditional and will end all participation in this RFP procedure.

3.6 **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.

3.7 **Validity of Proposals**

The proposals submitted in response to this RFP must be valid for the period of **90 days** as of the deadline for submission indicated in Section 4.1. 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.

3.8 Currency
Proposals must be presented in EUR.

3.9 Content of this RFP
The package of this RFP comprises the following:
   a) Instructions to bidders (this RFP document)
   b) Annex 1: Proposal Submission/Identification Form
   c) Annex 2: Declaration of Honor
   d) Annex 3: Terms of Reference
   e) Annex 4: Financial Proposal form
   f) Annex 5: Contract for Services

3.10 Joint Proposals and Subcontracting
An interested bidder may submit a proposal as a single entity or collaborate with other service providers to present a proposal either by submitting a joint proposal or through subcontracting. Proposals may also combine both approaches. The legal status and role of each legal entity shall be clearly described in the proposal, as well as the responsibilities of each entity in providing the services required by this RFP.

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.

3.11 Supplier Code of Conduct
GCA subscribes to the UN Supplier Code of Conduct | UN Procurement Division. By participating in this RFP, bidders agree to comply with this code.
4. Submission and Opening of Proposals

4.1 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, 14 August 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 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-23-330 – RFP for Technical Assistance to the Livestock Productivity and Resilience Support Project (LPRES) in Nigeria**”

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)
- A **Technical Proposal**: Shall contain the “Technical Proposal” and supporting documentation, with clear and concise description of your proposed actions to execute the Scope of Work/Terms of Reference and Deliverables (Annex 3). The Technical Proposal **should not exceed 15 pages (excluding supporting documentation, CVs, and company profile) and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
- A **Financial Proposal**: Shall contain the “Financial Proposal Form” (Annex 4). The Financial Proposal **should not exceed 10 pages and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
- **All the supporting documentation** in relation to the evaluation criteria.
- Bids must be sent in **two separate e-mails**. One containing the Financial Proposal and one containing the Technical Proposal.
- The Technical Proposal must have the Reference **RFP-GCA-PR-23-330-TECHNICAL Proposal** in the “Subject” line of the e-mail. No other characters or spacing should be included in the Subject line.
• The Financial Proposal must have the Reference **RFP-GCA-PR-23-330-FINANCIAL Proposal** in the “Subject” line of the e-mail. No other characters or spacing should be included in the Subject line.

• All financial information must **ONLY** be included in the Financial Proposal. No Financial proposals, quotes or any other related financial information should appear in the Technical Proposal.

• Proposals submitted by e-mail, which do not comply with these requirements, e.g. combining the financial and technical proposals in one submission or submitted in any way, other than outlined above, will be rejected.

• 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.

_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._

### 4.2 Proposal Format

The preferred format/contents of the proposal are provided below, but are not limited to the items listed:

- **Consultant’s Organization**
  - Description of the 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, and Technical Standing).

- **Consultant’s Experience** (project references illustrating the firm’s previous most relevant experience).

- **Methodology** (Detailed outline on the methodology and approach (desk review, consultations with experts, climate models, data collection, Gantt chart, stakeholder workshop to validate findings, etc.) for conducting the assignment.)

- Draft of a proposed outline of the technical report of the study.

- Proposed timeline for the completion of the deliverables.

- **Team Composition** (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** (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. Curriculum Vitae of personnel with information on qualification,
background and experience in the following sectors: livestock, digital climate advisory services, agriculture, weather, water, climate, food security or other relevant fields.)

4.3 Opening of Proposals

The opening of proposals is for the purpose of checking and registering the content of each bid and to determine whether the proposal is complete and meets the minimum content requirements.

There will be no public opening session for the proposals received. Offers will be opened privately by GCA after the closing time specified for the receipt of proposals. No public announcement of the contents of any offer will be made at any time.

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).
- The Evaluation Committee shall evaluate the technical proposals first and shall thereafter open and evaluate the financial proposals of only those bidders whose technical proposals meet the minimum technical score.
- 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.
- 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 Exclusion 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 interest of transparency and equal treatment, 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 the event of a joint proposal, such declaration shall be submitted for each partner. The declaration shall also be submitted for 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) Technical Standing

5.2.1 Professional and Legal Capacity

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Requirement</th>
</tr>
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<tbody>
<tr>
<td>•</td>
<td>The firm/organization must be a registered legal entity, with staff based in Nigeria, and has at least 5 years of relevant experience working in the field of livestock, digital climate advisory services, agriculture, weather, water, climate, food security or other relevant sectors, in sub-Saharan Africa. The consultancy work may include field work and data collection from various states in Nigeria including the northern part of the country.</td>
</tr>
<tr>
<td>•</td>
<td>The firm/organization should be comprised of a team of skilled professionals and support staff in the fields mentioned above.</td>
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<tr>
<td>•</td>
<td>Must be fully insured and fulfill potential assignments within the Scope of Services (Annex 3).</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Documentary evidence</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>•</td>
<td>Provide a copy of the statutes/registration of the legal entity (in the event 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.</td>
</tr>
</tbody>
</table>
5.2.2 Technical Standing

Criteria

- The firm/organization has experience conducting similar field studies, mapping, assessments, stakeholder workshops, consultancy to governments or IFIs.

Documentary evidence

- The Proposal contains a project reference summary with at least three (03) projects where the relevance to the above criteria is highlighted.

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

Proposals will be rated on both technical and financial bases, using the best value for money approach. The selection method will choose the highest rated proposal using the combined scoring method, which assigns the weight distribution between the technical and financial proposals. The overall combined score will be 100 points, the weight distribution shall be 70 points for the technical proposal and 30 points for the financial proposals.

*It is important to note that the required minimum cumulative score (threshold) for the Technical Proposal is 70% (49 points). Only proposals obtaining the minimum score (threshold) or more in the Technical Evaluation will progress to the Financial Evaluation.*

Technical Proposals scoring less than the minimum score (threshold) will be considered of insufficient quality and shall be rejected. The contract shall be awarded to the top ranked bidder who submitted the most economically advantageous tender based on the best price quality ratio in accordance with the following criteria:

<table>
<thead>
<tr>
<th>Award Criterion</th>
<th>Maximum Score</th>
<th>Minimum Score/Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TC.1. Specific relevant experience</strong> (experience working in the field of livestock, digital climate advisory services, agriculture, weather, water, climate, food security or other relevant sector, in sub-Saharan Africa)</td>
<td>20</td>
<td>14</td>
</tr>
<tr>
<td><strong>TC.2. Responsiveness to the TOR and proposed methodology</strong></td>
<td>20</td>
<td>14</td>
</tr>
<tr>
<td><strong>TC.2.1. Methodology and approach to the work</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC.2.3. Proposed outline of final report</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC.3. Key personnel</strong></td>
<td>30</td>
<td>21</td>
</tr>
<tr>
<td><strong>TC.3.1. Team Leader</strong> with at least Master degree and minimum of 10 years’ experience in the nexus between climate change and livestock in Nigeria (<em>General qualifications, Suitability for the assignment, Experience in the country/region</em>)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bids scoring less than the minimum score for any main technical award criterion (TC.1, TC.2 and TC.3) will be considered of insufficient quality and shall be rejected.

For the purposes of the evaluation of the Financial Proposal, the bidder offering the lowest price shall receive the maximum total score of 20 points. The score of all other financial proposals will be calculated using the following formula:

Financial score = (Lowest bid/Current bid) x Maximum points to be awarded

After careful scoring of each bidder’s proposal (technical and financial), GCA shall award the contract to the bidder that obtains the highest combined technical and financial score. The decision will be communicated by email to all bidders.

6. RFP Cancellation

GCA reserves the right to cancel this RFP process at any point. GCA shall not be liable for any compensation with respect to interested bidders whose submissions have not been accepted, nor shall it be so liable if it decides not to award the contract.

Cancellation may occur where:

1) The RFP procedure has been unsuccessful. For example, where no technically/financially responsive proposal has been received or there has been no response at all.
2) The economic or technical parameters of the project have been fundamentally altered.
3) Exceptional circumstances or force majeure render normal performance of the project impossible.
4) All technically compliant proposals significantly exceed the financial resources available.
5) There have been irregularities in the procedure where these have prevented fair competition.

In the event of cancellation of RFP procurement proceedings, bidders will be notified by GCA.

7. Ownership of Proposals Submitted

Any document submitted in reply to this RFP will become the property of GCA and will be regarded as confidential.
8. Liabilities for Errors

GCA, its employees and agents shall not be held liable or accountable for any error or omission in any part of this RFP or response to bidders’ questions. While the GCA, and/or its employees and agents have made conscious efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by GCA, and/or its employees or agents, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve bidders from the responsibility of conducting their own investigations and research and forming their own opinions and conclusions with respect to the matters addressed in this RFP. Bidders will be solely responsible to ensure that their proposal meets all requirements of the RFP, to advise GCA immediately of any apparent discrepancies or errors in the RFP, and to request clarification if in doubt concerning the meaning or intent of anything in the RFP.
Annex 1: Proposal Submission/Identification Form

GCA-PR-23-330 – RFP for Technical Assistance to the Livestock Productivity and Resilience Support Project (LPRES) in Nigeria

### IDENTIFICATION OF BIDDER

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Form</td>
<td></td>
</tr>
<tr>
<td>Date of Registration</td>
<td></td>
</tr>
<tr>
<td>Country of Registration</td>
<td></td>
</tr>
<tr>
<td>Registration Number</td>
<td></td>
</tr>
<tr>
<td>VAT Number</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td>Authorized representative(s)</td>
<td></td>
</tr>
</tbody>
</table>

### CONTACT POINT FOR THIS CALL FOR TENDER

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td></td>
</tr>
<tr>
<td>Company</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
</tbody>
</table>

### SIGNATURE OF PROPOSAL

I, the undersigned, confirm:
1. The acceptance of the conditions in the Request for Proposal.
2. The acceptance of the contract terms and conditions in their entirety and without reservation.
3. That the period of validity of my proposal is 90 days from the deadline of this Request for Proposal.
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
5. That the information given in this proposal is correct.

| Place and Date |  |
| Signature |  |
| Full Name |  |
Annex 2: Declaration on Honor for Organizations

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

<table>
<thead>
<tr>
<th>Full official name:</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Official legal form:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Statutory registration number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full official address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VAT registration number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(‘the Organization’)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I – Situations of exclusion

(1) declares that the above-mentioned Organization is in one of the following situations:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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;</td>
<td>☐</td>
</tr>
<tr>
<td>(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;</td>
<td>☐</td>
</tr>
<tr>
<td>(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:</td>
<td></td>
</tr>
<tr>
<td>(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;</td>
<td>☐</td>
</tr>
<tr>
<td>(ii) entering into agreement with other parties with the aim of distorting competition;</td>
<td>☐</td>
</tr>
<tr>
<td>(iii) violating intellectual property rights;</td>
<td>☐</td>
</tr>
<tr>
<td>(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;</td>
<td>☐</td>
</tr>
<tr>
<td>(v) attempting to obtain confidential information that may confer upon its undue advantages in the award procedure;</td>
<td>☐</td>
</tr>
<tr>
<td>(d) it has been established by a final judgement that the Organization is guilty of any of the following:</td>
<td></td>
</tr>
</tbody>
</table>
(i) fraud, as defined in applicable laws and regulations;  
(ii) corruption, as defined in applicable laws and regulations;  
(iii) conduct related to a criminal organization;  
(iv) money laundering or terrorist financing, as defined in applicable laws and regulations;  
(v) terrorist offences or offences linked to terrorist activities, or inciting, aiding, abetting, or attempting to commit such offences;  
(vi) child labor or other offences concerning trafficking in human beings as defined in applicable laws and regulations;  
(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.

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:

<table>
<thead>
<tr>
<th>Situation</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>(c) above (grave professional misconduct)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(d) above (fraud, corruption, or other criminal offence)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(e) above (creation of an entity with the intent to circumvent legal obligations)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the Services

(b) It fulfils the applicable technical and professional criteria necessary for providing the Services.

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.


Full name:

Date:

Signature:
Annex 3: Terms of Reference

A. Introduction
The agriculture sector in Nigeria faces increasing challenge of climate change, especially among smallholders who make up majority of the producers in the value chain. The livestock subsector contributed over 8% of agricultural GDP and 2% of the national GDP in 2020 but continues to face climate risks including extreme weather events such as drought and increasing desertification. These vulnerabilities trigger knock-on effects including resource conflicts between livestock herders, farmers and other users. Ambitious climate actions through increased investments in climate adaptation is increasingly important to support these agricultural stakeholders who are often the most exposed to climate impacts but have the least adapted to the changing climate patterns.

In response to these challenges, the Global Center on Adaptation (GCA) under the auspices of the Africa Adaptation Acceleration Program (AAAP) entered into collaboration with the World Bank to support improved productivity and resilience of the livestock sector through increased productivity, income growth and social cohesion between farmers and herders in Nigeria. The key objectives of the project are: (i) to strengthen institutional and innovation system (ii) enhance livestock value chain (iii) minimize crisis and conflicts among herders and farmers.

GCA seeks the services of a technically competent and reputable firm/organization to provide technical support the improvement of the livestock value chain during the implementation of the World Bank funded Livestock Productivity Resilience Project in Nigeria.

B. Objectives and Description of Assignment:
The specific tasks of the proposed assignment are as follows:

- Carry out a comprehensive landscape analysis and climate risks and vulnerabilities assessment of the livestock sector in Nigeria to identify the key climate-induced challenges and shocks, particularly for those livestock value chains of interest – cattle (beef, dairy, leather), poultry (egg, meat), pig, sheep, and goat.

- Identify opportunities, constraints, and viable entry points for investments to promote climate adaptation – including digital advisory services – across the livestock value chains of interest.

- Assess catalysts for the deployment of digital climate advisory services in the intervention areas to accelerate climate adaptation within the value chains.

- Establish an inventory of existing and viable and promising climate-smart digital agriculture solutions or platforms that are applicable to the livestock sector value chains of interests including an assessment of their potential scalability in the country.

- Assess existing digital climate advisory infrastructure (e.g., weather stations, mobile coverage, proportion of livestock farmers with access to phones and digital advisory information etc.), and the enabling environment to support digital climate advisory services in project areas.

- Convene national stakeholders’ consultation workshop with key government officials, development partners, and project implementation teams to validate findings, and capacity building session.
• Prepare a brief based on the findings of the assessment which provides recommendations for investment decisions by international financing institutions (IFIs) to enhance adaptation to climate in the livestock sub sector.

• Capacity building of selected project implementation team members at national and state levels to integrate the assessment output/recommendations into project delivery

C. Deliverables
The following are expected outputs of the consultancy:

1. Inception & draft outline of technical report
2. Progress of technical report
3. Complete draft of technical report
5. A policy brief synthesizing the findings of the assessment to provide recommendations for investment decisions by international financing institutions (IFIs).
6. Final technical report, incorporating feedback from the workshop.

D. Timeline
Upon signature of the contract, GCA expects the following activities after the indicated number of weeks.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception &amp; draft outline of technical report</td>
<td>16 October 2023</td>
</tr>
<tr>
<td>2. Progress of technical report</td>
<td>17 December 2023</td>
</tr>
<tr>
<td>3. Complete draft of technical report</td>
<td>25 March 2024</td>
</tr>
<tr>
<td>4. Proceedings of the national stakeholder consultative and capacity building workshop</td>
<td>10 June 2024</td>
</tr>
<tr>
<td>5. A policy brief synthesizing the findings of the assessment to provide recommendations for investment decisions by international financing institutions (IFIs)</td>
<td>25 June 2024</td>
</tr>
<tr>
<td>6. Final technical report, incorporating feedback from the workshop</td>
<td>30 June 2024</td>
</tr>
</tbody>
</table>

E. Payment Schedule

<table>
<thead>
<tr>
<th>Milestone Description</th>
<th>Delivery Date</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Inception &amp; draft outline of technical report</td>
<td>16 October 2023</td>
<td>20% of contract value</td>
</tr>
<tr>
<td>2 Submission of progress technical report</td>
<td>17 December 2023</td>
<td>20% of contract value</td>
</tr>
<tr>
<td>3 Submission of draft complete technical report and plans for the national stakeholder consultative and capacity building workshop</td>
<td>25 March 2024</td>
<td>40% of contract value</td>
</tr>
<tr>
<td>4 Submission and approval of final technical report &amp; proceedings of the workshop</td>
<td>30 June 2024</td>
<td>20% of contract value</td>
</tr>
</tbody>
</table>
Annex 4: Financial Proposal Form

The Financial Proposal must include two parts, otherwise it will be deemed as non-compliant:

**Part 1** - The exact template provided below, including the 5 points underneath (without any changes to the wording) and the signature of the authorized representative.

**Part 2** - A separate itemized cost breakdown of the firm fixed price covering the entire Scope of Work (SOW)/Terms of Reference (TORs).

The abovementioned two parts (Part 1 and Part 2) must be sent in one consolidated document.

**Part 1:**

Bidders are required to complete this Financial Proposal Form. No other forms are accepted by the GCA. Failure to submit the Financial Proposal using this Financial Proposal Form is deemed to be non-compliant and the bidder’s Financial Proposal shall not be considered for further evaluation.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>Total Lump Sum Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCA-PR-23-330 – RFP for Technical Assistance to the Livestock Productivity and Resilience Support Project (LPRES) in Nigeria</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>Total Firm Fixed Price (EUR)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I confirm that the submitted Total Firm Fixed Price is:
1. Fixed and not subject to revision,
2. In Euros,
3. Independent of exchange rates,
4. Inclusive of all costs, management fees, administrative costs, travel costs, insurance, profit, and taxes directly or indirectly related to the performance of the contract, which may be borne by the vendor/bidder (e.g., cost of administration, taxes, contract management costs, etc.), and
5. Exclusive of VAT.

**Bidder’s Authorized Representative:**

Position:

Date:

Signature (authorized representative):
**Part 2:**

Please submit a separate itemized cost breakdown of the firm fixed price in Part 1 above using the template below, including the details of key personnel hourly rates and associated tasks, travel costs and all associated overheads and related cost items covering the entire Scope of Work (SOW)/Terms of Reference (TORs).

<table>
<thead>
<tr>
<th>Categories</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Rate</th>
<th>Total Fee (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Remuneration</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Team Leader</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Climate expert/scientists</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrator/Finance Support Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Reimbursables</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subsistence allowance</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel costs</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Xxx</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Xxx</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Xxx</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Failure to submit a financial proposal or submission of an incomplete or ambiguous financial proposal may lead to rejection of the proposal without further evaluation.
Annex 5: Contract for Services

CONTRACT NO. [UNIT4 CONTRACT NUMBER]

BETWEEN

THE GLOBAL CENTER ON ADAPTATION

AND

[CONTRACTOR]

FOR

[CONTRACT TITLE]
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CONTRACT NO. [UNIT4 CONTRACT NUMBER]
BETWEEN
THE GLOBAL CENTER ON ADAPTATION
AND
[CONTRACTOR]
FOR
[CONTRACT TITLE]

This Contract is entered into between the Global Center on Adaptation, a foundation, incorporated under Dutch law, having its headquarters at Antoine Platekade 1006, 3072 ME Rotterdam, The Netherlands (hereinafter referred to as the “GCA”) duly represented by Prof. Dr. Patrick Verkooijen and [Contractor], registered at [Contractor’s address] and duly represented by [Contractor’s authorized representative] (hereinafter referred to as the “Contractor”. The GCA and the Contractor are collectively referred to herein as the “Parties”, and individually as a “Party”.

WITNESSETH

WHEREAS:

a) The GCA acts as a solutions broker, bringing together governments, the private sector, civil society, intergovernmental bodies, and knowledge institutions that can accelerate adaptation action;

b) Related to the above-mentioned mission, the GCA indicated a necessity for services related to [Contract title/description of the services];

c) The Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience, and that it is fully qualified, ready, willing and able to provide such services in accordance with the terms and conditions set forth in this Contract;

d) The Parties elect to enter into a contract only on the basis of a contract for services within the meaning of Article 7:400 and further of the Dutch Civil Code (BW);

e) 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;

f) The Parties explicitly acknowledge that a fictitious employment (“fictieve dienstbetrekking”) of homeworkers (“thuiswerkers”) or equivalent workers (“gelijkgestelden”) as referred to in Articles 2b and 2c of the Implementing Decree Wage Tax Act 1965 (Uitvoeringsbesluit Loonbelasting 1965) and Articles 1 and 5 of the Decree of December 24, 1986, Stb. 1986, 655 are out of scope and therefore agree upon this contract before payment;
g) This Contract is consistent with the model contract ("modelovereenkomst") published by the Dutch Tax Authorities (DTA) on 29-02-2016 under number 9015550000-06-2;

h) The Parties wish to set out the terms and conditions of their agreements in this contract (hereinafter referred to as the "Contract").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1**

1. **Contract Documents**

1.1 This document, together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made part hereof, constitute the entire contract between the GCA and the Contractor for the provision of [Contract title/description of the services] (the “Contract” or this “Contract”):

   - Annex 1 Statement of Acknowledgment
   - Annex 2 Declaration on Honor
   - Annex 3 Terms of Reference/Statement of Work/Specifications
   - Annex XX XXX (Other necessary Annexes)

1.2 The documents comprising this Contract are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies between or among them, the following order of priority shall apply:

   1.2.1 This document,
   1.2.2 Annex 1 – Statement of Acknowledgment,
   1.2.3 Annex 2 – Declaration on Honor,
   1.2.4 Annex 3 – Terms of Reference/Statement of Work/Specifications, and
   1.2.5 Annex XX – XXX (Other necessary Annexes)

1.3 This Contract embodies the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

1.4 Any notice, document or receipt issued in connection with this Contract shall be consistent with the terms and conditions of this Contract, and in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Contract shall prevail.

1.5 The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be
construed, for any purposes or under any circumstances, as creating any such rights or obligations:

1.5.1 Request for Proposal GCA-PR-XX-XXX dated XX XXXX 20XX.
1.5.2 Addenda No. XX, XX dated XX XXXX 20XX, XX XXXX 20XX respectively,
1.5.3 The Contractor’s bid in response to Request for Proposal GCA-PR-XX-XXX.

1.6 The documents referred to in Article 1.5 above are not attached hereto but are known to, and in the possession of, the Parties.

ARTICLE 2

2. **The Services**

2.1 Contractor is obliged to provide the services as referred to in the preamble sub b and further specified in Annex 3 (hereinafter referred to as the “Services”).

2.2 The output of the Services to be provided by the Contractor to the GCA is hereinafter referred to as “Deliverables”.

ARTICLE 3

3. **Execution of Services**

3.1 The GCA instructs the Contractor to perform the Services and the Contractor accepts the full responsibility to perform the Services correctly and in time as per the starting date.

3.2 The Contractor shall be at liberty to perform the Services to its sole discretion, subject to the terms under the Contract. Where applicable, the GCA will facilitate Contractor in the needed cooperation with others in order to perform the agreed Services.

3.3 The Contractor shall execute the Services autonomously. The Contractor is fully independent in performing the Services without supervision or guidance of the GCA. The GCA can only give directions and instructions concerning the results and deliverables of the Services.

3.4 The Contractor shall diligently and faithfully, to the best of its ability, perform the Services. The Contractor shall be available to the GCA for the duration of the Services and the term of this Contract. The Contractor will be entitled to perform the Services as it sees fit.

3.5 The Services will be performed at the Contractor’s office or at the residential address of any of its employees. Progress meetings will take place remotely or at GCA’s office as outlined in the description of the Services.

3.6 The Contractor shall arrange for his/her own office facilities and arrangements which are necessary for efficiently performing the Services, including but not limited to desk
space, ICT hardware, communications equipment, telephone subscription, internet connection, etcetera.

3.7 The Contractor shall inform GCA’s contact person about the progress of the Services and about any relevant development and/or irregularity in relation thereto.

3.8 The Contractor undertakes to inform GCA as soon as it becomes aware of any facts or circumstances that may entail that it is not available to (partly) perform the Services. In case of inability to perform the Services, Contractor shall inform GCA promptly about the reasons and the expected duration thereof. No fee or any (other) reimbursements or compensation will be due by GCA in case no Services have been carried out by Contractor (over the subject period). Prepayments, if any, paid by GCA to the Contractor for Services not performed, will be paid back by the Contractor to GCA at its first request.

3.9 The GCA will provide Contractor with the mandate to use the information needed to perform the agreed Services satisfactorily.

ARTICLE 4

4. Duration of the Contract

4.1 The Services will start on [Date] and finish on [Date].

4.2 The Contractor will be explicitly allowed to enter into service contracts and/or perform activities for other third parties.

ARTICLE 5

5. Fee, Invoice and Payment

5.1 GCA will pay the Contractor a fixed fee of € [amount] exclusive of VAT (hereinafter referred to as the “Fee”) for the delivery of the Services.

5.2 The GCA will not compensate for any costs or expenses exceeding the Fee stated in Article 5.1, unless explicitly approved in advance in writing by GCA’s contact person.

5.3 Invoicing for the Services will be carried out by Contractor in accordance with the following schedule:

5.3.1 First payment: 20% of the Fee after the acceptance of GCA of the delivery of Deliverable 1 as laid out in Annex XX;

5.3.2 Second payment: 20% of the Fee after the acceptance of GCA of the delivery of Deliverable 2 as laid out in Annex XX;

5.3.3 Third payment: 40% of the Fee after the acceptance of GCA of the delivery of Deliverable 3 and plans for Deliverable 4 as laid out in Annex XX;

5.3.4 Final payment: The remaining amount of the Fee after all deliverables and the final result as described in Annex XX are successfully achieved by the Contractor and accepted by GCA.
5.4 All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable.

5.5 The GCA retains the right to request additional details related to the performance of the Services by the Contractor if it deems this necessary. The Contractor agrees to provide all reasonable information.

5.6 In case of an audit of GCAs expenses related to the Services, the Contractor shall cooperate fully and shall respond to all of the GCAs and the auditor’s requests for information truthfully and timely. The Contractor shall grant the auditor access to its premises if this is necessary to conduct the audit.

5.7 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.

5.8 Invoices of the Contractor shall be paid by GCA within 30 days.

5.9 The GCA will transfer the payments to the following Contractor’s bank account:

<table>
<thead>
<tr>
<th>Bank account holder’s full name:</th>
<th>...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and address of recipient’s bank:</td>
<td>...</td>
</tr>
<tr>
<td>Recipient’s account number/IBAN:</td>
<td>...</td>
</tr>
<tr>
<td>Recipient bank’s SWIFT or BIC code:</td>
<td>...</td>
</tr>
<tr>
<td>Recipient bank’s routing information:</td>
<td>...</td>
</tr>
<tr>
<td>Bank account currency:</td>
<td>...</td>
</tr>
</tbody>
</table>

5.10 Without prejudice to any other rights or remedies to which GCA may be entitled under this Contract, in the event of delayed delivery of Services or insufficient or inadequate performance by the Contractor of its obligations under this Contract, GCA shall be entitled to adjust the Fee, the respective dates of payment and the schedule of the Deliverables to reflect the actual progress of the Services.

ARTICLE 6

6. Deliverables

6.1 Upon the delivery of the Deliverables or any portion thereof in accordance with Article 2, GCA will evaluate the same whether to accept or reject.

6.2 If the Deliverables or any portion thereof fails GCA’s acceptance test, the GCA will inform the Contractor of the reasons for such failure. The Contractor will endeavor to identify and remedy the cause for any such defects within the due dates as set out in the description of the Services, or another such period as may be agreed between Parties. The Contractor will re-deliver the Deliverables or any portion thereof to GCA.
GCA will repeat the acceptance test and will inform the Contractor of the result thereof.

6.3 If following the procedure set out in Article 6.2 any Deliverables or portion thereof fails in a material respect to pass any repeated acceptance test, then Parties may agree:
6.3.1 To repeat the procedure set out in Article 6.2; or
6.3.2 To engage a third party with equivalent industry experience to identify and rectify any defects, the costs of which shall be borne by the Contractor; or
6.3.3 To terminate this Contract on immediate written notice and the GCA shall owe the Contractor no further payments in respect of the rejected Deliverables and any prepayments relating to these undelivered Deliverables shall be paid back by the Contractor to GCA.

ARTICLE 7

7. Warranties
7.1 The Contractor shall sign the Declaration on Honor attached to this Contract as Annex 2.

7.2 Contractor warrants that none of the situations of exclusion, as described in Sections I and II of the Declaration on Honor (Annex 2) applies.

7.3 Contractor warrants that all relevant contributions for national and employees’ insurance and other taxes to which it is (or: could be held) liable in the Netherlands and/or in any other country will be paid within the relevant time-limits set.

7.4 Parties warrant that at the date of this Contract there exists no fact or event which would preclude the Party from entering into this Contract or carrying out its obligations under this Contract.

7.5 Contractor warrants that for a 90-day period from the final payment under this Contract (hereinafter the “Warranty Period”), the Deliverables shall be free from material defects. If, during the Warranty Period, the GCA believes that there is a breach of this article 7.5, then GCA will notify the Contractor in writing, setting forth the nature of such claimed breach. The Contractor shall, at no additional charge to GCA, promptly take such action as may be reasonably required to correct such breach.

7.6 Contractor warrants that the Services provided hereunder, and the Deliverables delivered to GCA shall not infringe or violate the intellectual property rights or any common law right or any personal, proprietary, or other right of any kind whatsoever of any person, firm or third party.

7.7 Contractor warrants that the Services will be provided in accordance with all applicable laws, regulations and industry guidelines as applicable from time to time.

7.8 Contractor warrants that it shall only process GCA’s data in order to perform its obligations under this Contract and shall only process the data in accordance with the General Data Protection Regulation (GDPR).
ARTICLE 8

8. Indemnification

8.1 The Contractor shall indemnify and hold harmless the GCA against all claims, fines, costs and damages in connection with and/or resulting from any default in relation to Article 7.3 (employees taxes and insurances).

8.2 The Contractor shall further indemnify and hold harmless the 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 the GCA for which it can be seriously blamed. The Contractor waives any entitlement pursuant to article 7:658 sub 4 BW Dutch of laws.

8.3 Without prejudice to any other rights set out in this Contract, each Party (hereinafter the “Indemnifying Party”) hereby agrees to indemnify and hold harmless the other Party (hereinafter the “Indemnified Party”) from and against any and all direct losses arising out of or in relation to third-party claims of any kind which, if proven by a non-appealable decision by the courts, would constitute a breach of the warranties made by the Indemnifying Party.

8.4 If a claim is made that may give rise to a claim for indemnity under this Article 8, then the Indemnified Party shall notify the Indemnifying Party 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.

8.5 Should changes occur during the term of this Contract that are (or could be) relevant to the assessment of the legal relationship between the Parties for tax purposes, national insurance and/or civil law, the Contractor shall inform GCA immediately in writing.

8.6 The Contractor shall indemnify and hold harmless the GCA against all claims, fines, costs and damages in connection with the Contractor’s breach of national and international laws.

ARTICLE 9

9. Confidentiality and Marks

9.1 Contractor undertakes to take sufficient measures to ensure confidentiality with respect to all business data and information of GCA and/or of its business partners, unless the use or disclosure of this information and data is necessary for the performance of the Services and/or the subject information and data have become generally known without this being due to breach of the duty of confidentiality.

9.2 The Contractor undertakes to use the data and information referred to in Article 9.1 only to perform the Services.
9.3 GCA grants Contractor a non-exclusive, non-transferable, non-assignable and limited right and license to use the following only to perform the Services in accordance with this Contract: The GCA’s trademarks, trade names, tag lines logos or service marks and any information made available to the Contractor by GCA.

9.4 If the Contract is terminated or dissolved, Contractor must see to it that all materials, electronic media, documentation and other information carriers with data and/or information made available by GCA will be returned to GCA immediately and all digital or other copies are destroyed, deleted and removed.

**ARTICLE 10**

10. **Intellectual, Industrial and Proprietary Rights**

10.1 Upon payment of the Deliverables pursuant to Article 5, all right, title and interest in the output of the Services shall automatically vest in the GCA and the GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world forever. GCA shall retain all such rights therein, including statutory copyrights, and all renewals thereof, as copyright author and proprietor.

10.2 The Contractor agrees to execute and deliver, and to use maximum endeavors 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.

10.3 Contractor undertakes to do everything necessary to see to it that all existing and any future Intellectual and/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 Contract shall be deemed, in as far as necessary, to include payment for these Intellectual and/or Industrial Property Rights. To effect this transfer, the following acts must at any rate be performed: by signing the Contract, Contractor transfers to GCA all existing and future Intellectual and/or Industrial Property Rights to existing and future results of the Work.

10.4 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 effect 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.

10.5 Insofar as Contractor has made any material available to GCA, to which material Contractor has Intellectual and/or Industrial Property Rights, 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.

10.6 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.

ARTICLE 11

11. Termination of the Contract

11.1 In addition to the statutory provisions pertaining to termination, in the cases below, without judicial intervention or further notice of default, whole or partial termination of this Contract shall be possible, with immediate effect, for:

11.1.1 Either Party, if the other Party has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;

11.1.2 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;

11.1.3 Either Party, if the other Party discontinues its business operations;

11.1.4 The GCA, if the Contractor, after a written demand from the GCA allowing a reasonable time for compliance, still fails attributably to comply promptly, properly or at all with any obligation under this Contract;

11.1.5 The GCA, if there is any doubt about the reliability and/or integrity of the Contractor, resulting from the screening process including but not limited to, for example, the condition that it has been determined that the Contractor has been involved in serious incidents or irregularities with previous employers and/or on previous assignments;

11.1.6 GCA, if one or more of the exclusion criteria mentioned in section I or section II of the signed Declaration on Honor becomes true for the Contractor.

11.2 Termination of this Contract shall not affect the other rights and/or recovery possibilities of the Party terminating it.

11.3 In the event of termination by GCA due to the fault of the Contractor, the GCA shall withhold and deduct from payment to Contractor the amount reasonably deemed necessary to complete the Services and deliver the Deliverables.

11.4 Unless and to the extent otherwise specified in this Contract, on the termination of this Contract for any reason, the GCA shall be responsible for paying the part of the Fee for Deliverables that have been accepted by the GCA up to and including the effective date of termination.

11.5 In the event that either Party wishes to terminate this Contract, a 30-day notice period will be taken into account by both the Contractor and the GCA, except for the situations mentioned in Article 11.1 above.
11.6 The following Articles shall survive any termination or expiration of this Contract, together with any payment obligations and provisions that by their nature shall survive: Article 7 (Warranties), Article 8 (Indemnification), Article 9 (Confidentiality and Marks), Article 10 (Intellectual, Industry and Proprietary Rights).

**ARTICLE 12**

12. **Liability**

12.1 In case the Dutch Tax Authorities and/or the Implementing Authority with regard to social security (Uitvoeringsinstelling, "UWV") decide(s) that one or more of the invoices paid under this Contract are subject to wage tax and/or social security contributions, GCA shall levy the statutory deductions due and these shall be borne by Contractor, except for the premiums in respect of employees' insurances (premies werknemersverzekeringen) and the income dependent contribution pursuant to the Act on Insurance for Care (inkomensafhankelijke bijdrage Zorgverzekeringswet). From that moment all the fees involved will be considered as (gross) wages including holiday allowance and be reduced to the level where payment without wage taxes and/or social security contributions can take place.

**ARTICLE 13**

13. **Sickness and Inability to Work**

13.1 The Contractor agrees to bear the risks pertaining to the Services, including sickness and inability to work, and if the Contractor takes out insurance to cover such risks, the Contractor shall bear the cost of such insurance.

13.2 The Contractor shall not invoice the GCA any days on which he/she was absent due to illness, leave or any other reason for being unable to perform the Services.

**ARTICLE 14**

14. **Final Provisions**

14.1 The Contractor shall sign the GCA's Statement of Acknowledgment in Annex 1 which forms part of this Contract.

14.2 Amendments to this Contract shall be valid only insofar as they have been explicitly agreed in writing by both the signatories of this Contract, or any of their successors. The persons mentioned in Article 14.8 below, other than authorized representatives/signatories, are not legally representing any of the Parties and cannot amend this Contract verbally or in writing.

14.3 Contractor hereby declares that it has not offered or given GCA staff any benefit in order to obtain this Contract.

14.4 Contractor shall not be entitled to assign or otherwise transfer this Contract nor any of its rights or obligations under this Contract without the prior written consent of the GCA.
14.5 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.

14.6 The Contractor and the GCA must always inform each other about:
   14.6.1 Possible problems arising in the performance of this Contract;
   14.6.2 Relevant changes that can be expected in the relation to the Services or this Contract.

14.7 Both Parties consent that this Contract, together with its amendments, may be signed electronically and such electronic signature shall be deemed valid.

14.8 The contact persons and contact details regarding the content and delivery of the Services are:
   For GCA: [name], [email], [telephone]
   For Contractor: [name], [email], [telephone]

ARTICLE 15

15. Applicable Law
15.1 This Contract and any agreement resulting from this Contract shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute shall be settled exclusively by the Dutch competent court in Rotterdam.

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, signed this Contract on the date herein below written.

For and on behalf of:
Stichting The Global Center on Adaptation

For and on behalf of:
[Contractor]

Name: Prof. Dr. Patrick Verkooijen
Position: CEO
Date:
16. **Annex 1 – Statement of Acknowledgment**

I acknowledge that I have received a copy of the **Code of Conduct**, which describes the standards of behavior expected by GCA and I agree to act in accord with those standards as a condition of my agreement with GCA.

I have read and understood the **Anti-Fraud Policy**, which describes acts or omissions that are considered as fraud or corruption and that are not permitted by GCA. I agree to act in accord with the Anti-Fraud Policy as a condition of my agreement with GCA.

I also acknowledge that I understand the reporting process for complaints and any suspicions of misconduct, illegal actions, or violations of the Code of Conduct or any other GCA policies and rules. I will use the webform on GCA’s website at [https://gca.org/about-us/contact-us/](https://gca.org/about-us/contact-us/) to report such incidents. In case I encounter difficulties accessing the online complaint form, I will send an email to speakup@gca.org to report integrity violations or to safeguarding@gca.org to report incidents of Sexual Exploitation, Abuse, and Harassment. If I need to report anything urgently, I will call or use WhatsApp to contact the Whistle Officer at +31 643147051. I understand that it is my duty to speak up immediately if I witness an incident, suspect an integrity violation, suspect a breach of a policy, feel harassed, or have a complaint regarding GCA or its associated parties or individuals.

I understand that if I have questions at any time about any of these documents, I will consult the GCA contact person or the Human Resources staff for clarification.

Finally, I understand that the contents of the documents may change at any time at the sole discretion of GCA, which relevant changes GCA informs me of. Changes are effective as of the date of their publication.

Signature:

Name:

Date:
17. Annex 2 – Declaration on Honor