



Issue Date: 4 September 2023

## ADDENDUM NO. 1

### GCA-PR-23-323 - Request for Proposals

## Framework Agreement to Carry out Comprehensive and Rapid Climate Risk Assessments (RCRAs) in Africa and Asia

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**This addendum addresses and/or clarifies the following:**

### Questions & Answers:

**Question 1:** Should we submit one proposal for the three regions?

**Response 1:** No. Only one proposal is required. Most of the proposal requirements and award criteria are not region specific except TC.1.6. Experience in the planned locations of RCRAs for which the firm seeks to be considered: Francophone Africa; Anglophone Africa; and Bangladesh.

**Question 2:** The proposal should include the following elements: Consultant's organization, consultant's experience, methodology, team composition (expertise), summary of project references. We understand that the 15 pages only apply to the Methodology and the rest can overpass the page limit, is this correct?

**Response 2:** The 15 pages refer to the following sections in the preferred proposal format (see 2.2 of the RFP): (1) Consultant's Organization; (2) Consultant's Experience (brief description only as the details of the project references can be annexed); (3) Methodology; and (4) Team Composition (summary only as the team CVs can be annexed).

**Question 3:** We can present three key experts (climate, urban, water). Should we present one key expert for each of the three regions?

**Response 3:** A key expert per region is NOT required. If you prefer to show this as a strength, you may add the region-specific experts as supporting experts.

**Question 4:** How many supporting experts can be presented?

**Response 4:** A minimum of three is recommended, and up to a maximum of seven supporting experts.

**Question 5:** Concerning the financial capacity, do you evaluate the liquidity of the Lead Member or the total amount of the consortium: in case we are bidding as a JV, should this apply on the whole JV ratio? Independently for each JV member or only for the lead firm?

**Response 5:** Financial capacity will be evaluated on a consolidated basis as described in Section 4 (Joint Proposals and Subcontracting) of the RFP.

**Question 6:** Clause 9 Standard of Performance. Could we amend clause 9.1 to remove 'intended purpose' and 'state of the art', as follows: "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."



**Response 6:** This cannot be amended.

**Question 7:** Clause 15 Liability and Insurance. We note the limit of liability of GCA described in section 5.1 of the RFP which is capped at the total maximum financial envelope. Could we amend clause 15 to include a limit of liability of the Contractor, capped at the same amount?

**Response 7:** The limitation of liability will not exceed the maximum financial envelope for the Contractor.

**Question 8:** Clause 32.1 Governing Law. Would it be possible to change this from Dutch to English law?

**Response 8:** This cannot be amended.

**Question 9:** Clause 2.4 General. Can we make it subject to the duty of care and amend this clause as highlighted: "The Contractor undertakes, subject to the duty of care at clause 9.1 and in consideration of 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:..."

**Response 9:** Clause 2.4, as currently drafted, serves to establish the Contractor's obligations within the framework of the contract. The proposed change to make it subject to the duty of care at Clause 9.1 would potentially introduce complexities and uncertainties that could impact the clarity and enforceability of the contractual obligations. Additionally, accommodating the requested change might require significant modifications to the existing contract structure.

**Question 10:** Clause 7 Undertakings of the Contractor. Can we again make it subject to the duty of care and amend this clause as highlighted: "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."

**Response 10:** Refer to Response 9.

**Question 11:** Are there specific countries both in Anglo- and Franco- phone Africa that should be the main focus of the project?

**Response 11:** These are not specified at this stage. Work Orders will be issued that specify the scope of work and location of each assignment for mini-competition among Framework Agreement holders. In some cases, GCA will provide Framework Contract holders with advance notification of planned work orders.

**Question 12:** The proposal also states "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)." – Should our proposal be more specific to select cities in Africa?

**Response 12:** Not at this stage. See responses 11.

**Question 13:** Are United Nations agencies eligible to apply?

**Response 13:** This RFP is open to bidders that are able to meet the RFP requirements with no privileges on reporting, audit and accountability.

**Question 14:** It is mentioned that the maximum financial envelope is estimated at EUR 1,500,000. Is it then will be divided between 3-8 top-ranked bidders for each region in individual work orders?

**Response 14:** Work Orders will be issued with different budget envelopes or Levels of Effort for mini-competitions among Framework Agreement holders. The maximum envelope of all the Work Orders is EUR 1,500,000.

**Question 15:** In the technical criteria, a minimum of three project references are required. Do they have to be about climate risk assessments AND urban planning and development OR water resources assessments? Or can the three project references all come from climate risk assessments? And do they all need to be from either Francophone Africa, Anglophone Africa, or Bangladesh? Or can we include project experience from other countries as well?



**Response 15:** Three project references are the minimum. A maximum of ten is now stipulated. Project references may show experience in one, two, or multiple selection and award criteria. Firm experience can be from countries outside Francophone Africa, Anglophone Africa, or Bangladesh. But to be selected to participate in a mini-competition for a specific region, at least one project reference in that region is required. As an illustrative example, a firm can be selected to enter into a Framework Agreement for Africa and excluded from Bangladesh, where it does not have a single project reference in Bangladesh.

The Selection Criteria on a pass/fail basis will assess the project references on the following:

- At least 3 project references show experience in climate risk assessment;
- At least 3 project references show experience in urban planning and development; OR water resources assessments at catchment/watershed or bulk water supply system level
- Firm experience working on investment projects (any of Cities, Multilateral Development Banks, Government, Private Sector).
- Firm experience in stakeholder and community engagement.
- 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.

The selection criteria will be applied first for exclusion and then the award criteria for ranking bidders.

**Question 16:** 4. Could you please confirm that this proposal does not require Budget submission but only a Summary of Past Project References (at least 3) which includes the budget for our given services?

**Response 16:** This is correct.

**Question 17:** How the language requirement criterion will be evaluated? With regards to language requirement, can you please clarify whether is it expected that: at least one of the Experts in the Expert Team proposed at this stage speaks each of the 3 languages requirements (i.e. English, French and Bangla), or that will be covered by the team, which will be then proposed at the mini-competition stage for each work order, or it is expected to be covered by the global staff of the Consortium?

**Response 17:** Language criteria will be evaluated at the team level. It is NOT expected that any team can speak all three languages. The language requirements can be met by any of the team members, including supporting experts. To be selected to participate in a mini-competition for a specific region, at least one team member should meet the language requirement for that region. As an illustrative example, a firm can be selected to enter into a Framework Agreement for Africa and excluded from Bangladesh if does not have at least one team member that speaks Bangla. Also refer to response 4.

**Question 18:** Could you please confirm if 2 profiles can be proposed together for one position of the Expert Team? (for geographical coverage for example)?

**Response 18:** It is expected that the following are three separate experts: (1) Climate Risk Assessment Expert; (2) Urban Development and Planning Expert; and (3) Water Management Expert. In addition, up to seven supporting experts may be proposed. Also refer to responses 4 and 17.

**Question 19:** Can you confirm that you expect the firm to provide a description of all the different methods and data sources we can use to collect data which will vary according to the context in terms of what is required by the client and also what is available/accessible for the geography concerned, as not one method/data source can be applied for all?

**Response 19:** A “generic”(not specific to a location) description of methods and data sources will suffice at this stage. However, this generic description should take into account the requirement for “experience executing risk assessments in environments that are highly data scarce and use of global data for climate risk assessments” (TC.1.1.) It is recommended to use the firm and teams climate risk experience to add notes on how any generic methods would be adapted to different contexts.



**Question 20:** Can you please confirm that by “an annotated schematic of the main steps in implementing a climate risk assessment” (p.7 of the ToRs) you mean for example a theory of change?

**Response 20:** This is not a theory of change. It should include hazard assessment, vulnerability assessment, etc., as specified.

**Question 21:** Can you please confirm that by “expected outputs” (p.7 of the ToRs) you mean deliverables?

**Response 21:** Expected outputs refer to the results of a climate risk assessment.

**Question 22:** Could you please indicate if you are expecting one PDF document for the Proposal + one PDF document for supporting documents? Or one single PDF document which includes the proposal and the supporting documents?

**Response 22:** A single PDF document with annexes is preferred.

**Question 23:** Could you please confirm that Annex 1 (proposal form) has to be fulfilled only by the Lead Partner in case of consortium?

**Response 23:** Yes. It should be noted that the same Lead Partner shall be required to sign and authorize all procurement/contractual documents related to this procurement and ensuing contract.

**Question 24:** If the required administrative documents are in another language than English, could you please confirm that we can provide such documents in their original language, associated with a free translation in English?

**Response 24:** It is acceptable to provide the documents in their original language, unless they form a key part of the service/work, which can be discussed during execution. The translation to English must be certified by a competent legal firm.

**Question 25:** Could you please indicate whether completion certificates need to be provided for key references?

**Response 25:** Completion certificates are not a requirement.

**Question 26:** Clause 4.2: Nature of this framework agreement - Will GCA accept to negotiate any limitation of liability in the Specific Conditions of the Work Orders, or the limitation of liability should be agreed upon in this Framework Agreement?

**Response 26:** The limitation of liability will not exceed the value of each Work Order.

**Question 27:** Clause 5.1: Price - We understand that the total amount of the framework agreement will be the Limit of Liability of GCA. Is this global limitation of liability also applicable to the Contractor? Besides, could you please indicate us what is the expected amount of liability to be included?

**Response 27:** See response 26.

**Question 28:** Clause 15.4: Can you confirm that we can add the following clause to the Framework Agreement: *“Notwithstanding anything to the contrary in the Agreement or in the Works Order, except in the case of gross negligence or willful misconduct on the part of the Contractor or on the part of any person or a firm acting on behalf of the Contractor in carrying out the Services, the Contractor, with respect to damage caused by the Contractor to the GCA, shall not be liable to GCA: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds the total value of the Work Order.”*

**Response 28:** See response 26.

**Question 29:** Clause 5.2: We propose the following amendment to be included: Replace “Limit of Liability” by “the amount of the Framework Agreement”.

**Response 29:** Article 5.2 is adequate as is it refers to the limit of the Work Order.



**Question 30:** Clause 6.4: Mini-competition / work order procedure: Is the Contractor required to submit any special conditions applicable to the work order in its proposal or, GCA will open process of negotiation of the specific conditions of the work order following the award?

**Response 30:** The specific conditions, other than those provided, in the Framework Agreement may be negotiated during the Mini-competition process.

**Question 31:** Clause 7.D: Undertakings of the Contractor: Could you please confirm that the number of meetings prescribed in each Work Order will be provided in the description of activities of the Work Order?

**Response 31:** The frequency of progress meetings for each Work Order will be provided in the Scope of Work/Terms of Reference. GCA will also be holding biannual performance review meetings in relation to the Framework Agreement for contractors that executed Work Orders in a particular quarter.

**Question 32:** Clause 9.1: Standard of performance: We propose the following amendment to be included: Delete this sentence: “Any activity and deliverables provided by the Contractor shall meet agreed benchmarks, parameters and specifications and be suitable for their intended purpose”.

**Response 32:** This Article is required.

**Question 33:** Clause 9.4: For the avoidance of doubt, could you please confirm that any accepted deliverables shall be invoiced by the Contractor and paid in full and on time by GCA?

**Response 33:** Undisputed invoices for all reviewed and accepted deliverables will be paid for in full by GCA as per contractual payment timelines.

**Question 34:** Clause 9.7: We propose the following amendment to be included: “Notwithstanding anything to the contrary in the Agreement or in the Works Order, the penalties for delay shall be limited to 10% of the value of the Works Order, and shall be considered as the sole and exclusive remedy for late delivery”.

**Response 34:** Notwithstanding anything to the contrary in the Agreement or in the Works Order, the penalties for delay shall be limited to 10% of the value of the Works Order, and **shall not** be considered as the sole and exclusive remedy for late delivery”.

**Question 35:** Clause 10.2: Duration and termination: Could you please confirm that clause “10.2 - termination for convenience” is only applicable to the Framework Agreement? Could you please confirm that work orders cannot be terminated for convenience by GCA?

**Response 35:** All termination clauses/articles are applicable to the Framework Agreement and Work Orders.

**Question 36:** Clause 10.3: We propose the following amendment to be included: Replace “and fails to rectify such breach” by “and fails to rectify, or to begin to rectify, such breach”.

**Response 36:** The Article, as currently drafted, serves to establish the parties obligations within the framework of the contract. The proposed change would potentially introduce complexities and uncertainties that could impact the clarity and enforceability of the contractual obligations. Additionally, accommodating the requested change might require significant modifications to the existing contract structure.

**Question 37:** Clause 10.4: We propose the following amendment to be included: Add “the Contractor shall not be held liable for any inaccuracy or default in relation to in-progress deliverables delivered to GCA in accordance with this clause.”

**Response 37:** See Response 36.

**Question 38:** Clause 10.8: We propose the following amendment to be included: Add “and any demobilization cost”.

**Response 38:** See Response 36.



**Question 39:** Clause 10.9.a: We propose the following amendment to be included: Delete this clause as it is redundant with clause 10.3.

**Response 39:** See Response 36.

**Question 40:** Clause 10.9.d: We propose the following amendment to be included: Delete this clause as it is redundant with clause 10.3.

**Response 40:** See Response 36.

**Question 41:** Clause 11.6: Right to the results of events (IP): We propose the following amendment to be included: Delete this clause as it is redundant with clause 11.1.

**Response 41:** Not in its entirety and, therefore, cannot be deleted.

**Question 42:** Clause 11.7: We propose the following amendment to be included: Delete clause 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.

**Response 42:** See Response 36.

**Question 43:** Clause 17.1.c: Payments - We propose the following amendment to be included: Delete last sentence, “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.”

**Response 43:** See Response 36.

**Question 44:** Clause 18: Withholding of payments: We propose the following amendment to be included: Add: “GCA shall not unreasonably withhold any payment to Contractor. For the avoidance of doubt, GCA shall pay in time the part of the invoice which is undisputed. “

**Response 44:** Yes.

**Question 45:** Clause 24.2: Fortuitous or force majeure cases: We propose the following amendment to be included: “The following events are also expressly considered as events of force majeure, even if they do not meet all the criteria defined above: lockout, total or partial strikes with or without notice, epidemics, pandemics, riots, war and assimilate acts of war, terrorism and assimilated acts of terror, requisitions, fire, floods, and any other natural disaster, prohibitions or delay in transport, any other event causing total or partial unemployment for the Contractor or its suppliers and subcontractors, legal changes to the working hours or to the availability of goods and/or services or, any other events beyond the Contractor's reasonable control”

**Response 45:** See Response 36.

**Question 46:** Clause 26.4: Temporary impossibility to provide services: We propose the following amendment to be included: Delete for inconsistency with the termination clause.

**Response 46:** See Response 36.

**Question 47:** Clause 27.2 and 27.3: Indemnification: We propose the following amendment to be included: Delete for inconsistency and redundancy with the limitation of liability clause.

**Response 47:** See Response 36.

**Question 48:** Clause 32.2 : Dispute resolution - We propose the following amendment to be included: Delete the last sentence “Any unresolved dispute shall be settled exclusively by the Dutch competent court in Rotterdam”. Comment to insert in the clarifications: “We suggest deleting last sentence of clause 32.2. We understand that clause 32.2 is pathological: it provides for both an ICC arbitration and Rotterdam courts as potential jurisdiction to settle any dispute. Additionally, in combination with clause



33.2, the last sentence of clause 32.2 introduces an ambiguity on whether the seat of arbitration is Rotterdam or The Hague.”

**Response 48:** The seat of competent court is the Hague, this will be corrected. All other details of the Article remain the same.

**Question 49:** Could GCA please clarify if we can present the Team Leader position in addition to the 3 key experts and that these 4 team members will be considered for the evaluation of the award criteria?

**Response 49:** The team leader should be one of the existing three key experts and not an additional person.

**Question 50:** Can GCA please clarify if we can present more than three supporting experts and that all of the CVs proposed will be considered for the evaluation of the award criteria?

**Response 50:** See response 4: A minimum of three is recommended, and up to seven supporting experts.

**Question 51:** Can GCA please clarify if we need to separate teams for Africa and Asia, or if GCA expects that the same team members proposed will have experience in both Africa and Asia?

**Response 51:** Region-specific teams are NOT a requirement. See responses 3 and 17.

**Question 52:** In Clause 9.1 we kindly request remove the following wording “Any activity and deliverables provided by the Contractor shall meet agreed benchmarks, parameters and specifications and be suitable for their intended purpose.” We cannot agree to a fit for purpose provision because it is not insurable. It might happen that the services are not suitable or fit for purpose due to actions beyond our reasonable control. And due to this provision, we would be still in breach of contract if that happens.

**Response 52:** See Response 36.

**Question 53:** In Clause 10.4, please confirm that we are entitled to keep one copy of the information for its record purposes, to keep evidence that we have performed our obligations under this Agreement and for the purpose of defending ourselves against any claims arising in connection with this Agreement. This was accepted in the framework agreements (GCA-PR-22-179 and GCA-PR-23-211, for Public Private Infrastructure Resilience Services in Africa and in South Asia and SIDS, respectively).

**Response 53:** Yes, the successful contractor may keep a copy of contractual information for its record purposes.

**Question 54:** In Clause 15, we note that liability is not limited which means we are exposed to an unlimited liability. To keep projects insured, we and other engineering/consultancy firms need to limit our liability in accordance with the industry standard. Please change this clause as indicated below. This was accepted in the framework agreements (GCA-PR-22-179 and GCA-PR-23-211, for Public Private Infrastructure Resilience Services in Africa and in South Asia and SIDS, respectively).

#### “15. LIABILITY AND INSURANCE

15.1 The total liability of the Contractor on any and all claims, whether in contract, tort (including negligence), by way of indemnity or otherwise arising out of or connected with or resulting from this Agreement (including Call-off Orders), shall be limited to and shall not exceed in aggregate the sum of the fee of the relevant Call-off Order. Contractor’s liability is limited to a period of two (2) years after the end of the Agreement.

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.



15.4 To the maximum extent permitted, neither party hereto shall have any liability to the other for any lost revenues, lost profits or anticipated profits, cost of capital, loss of production, loss of product, or any special, indirect, consequential or punitive damages suffered, sustained, paid by the other party hereto or any third party and whether or not foreseeable at the time of entering into this Agreement.”

**Response 54:** Please note that a reference to the specific work order is stipulated in the clauses thus limiting liability to the work stipulated in the framework agreement.

**Question 55:** For the above stated reasons, we request GCA to add a clause to article 15 (Liability and insurance) and 27 (Indemnification) that limits Contractor’s liability in reasonable relation to the relevant Work Order. We therefore suggest that you limit liability to the value of the relevant Work Order. Can GCA agree to this? If GCA cannot agree, we request GCA to limit liability in some other proportion in relation to the Work Order, for example to three times the value of the Work Order in question.

**Response 55:** The contractor’s financial liability shall be limited to the value of each Work Order.

**Question 56:** Regional scope Should a bidder make their proposal focusing on 1 specific region out of the 3 covered, or are they expected to cover the 3 regions (and the related requirements)? Or is it up to the bidder to decide whether they want to be considered for 1, 2 or 3 regions? Section 5.3 seems to indicate that there will be 3 separate selection processes, 1 for each region. Can a bidder be awarded a framework agreement covering 3 regions?

**Response 56:** It is up to the bidder to decide if they want to be considered for one, two, or three regions. The bidder should specify this. The requirement is that they should have firm experience in each of the regions they specify. They should also meet the expert language requirements for that region. Also refer to response 17:

**Question 57:** Methodology – Schematic Regarding the Technical offer, section 2.2 details the preferred format; for the Methodology, the bidder is expected to “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”. Our understanding is that a bidder should provide 1 schematic detailing their proposed implementation process for the performance of climate risk assessment for the purpose of either influencing a city investment program or influencing the design of a water services investment. Bidder should not provide 2 separate schematics. Is this correct?

**Response 57:** Correct. It is not a requirement to provide two schematics.

**The closing date and time has been extended to Monday, 18 September 2023, 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.**

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**All other requirements regarding the Request for Proposal remain the same.**