REQUEST FOR PROPOSALS (FIRMS)

FOR

Climate-resilience and Adaptation Options for Eastern Ethiopia Electricity Grid Reinforcement Project

RFP Ref: GCA-PR-23-404

CLOSING DATE: 15th December 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: 24th November 2023
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# Acronyms and Abbreviations

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<tr>
<th>Acronym</th>
<th>Description</th>
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</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>ADB</td>
<td>Asian Development Bank</td>
</tr>
<tr>
<td>AU</td>
<td>African Union</td>
</tr>
<tr>
<td>CapEx</td>
<td>Capital Expenses</td>
</tr>
<tr>
<td>CET</td>
<td>Central European Time</td>
</tr>
<tr>
<td>COP</td>
<td>Conference of the Parties to the United Nations Climate Change Framework Convention (United Nations Climate Change Conference)</td>
</tr>
<tr>
<td>CPP</td>
<td>Climate Prosperity Plan</td>
</tr>
<tr>
<td>CRA</td>
<td>Climate Risk Assessment</td>
</tr>
<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
</tr>
<tr>
<td>CVF</td>
<td>Climate Vulnerable Forum</td>
</tr>
<tr>
<td>DAE</td>
<td>Direct Access Entity</td>
</tr>
<tr>
<td>EOI</td>
<td>Expression of Interest</td>
</tr>
<tr>
<td>EU</td>
<td>European Union</td>
</tr>
<tr>
<td>FWA</td>
<td>Framework Agreement</td>
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<tr>
<td>GCA</td>
<td>Global Center on Adaptation</td>
</tr>
<tr>
<td>IFI</td>
<td>International Finance Institutions</td>
</tr>
<tr>
<td>IPCC</td>
<td>Intergovernmental Panel on Climate Change</td>
</tr>
<tr>
<td>IPDC</td>
<td>International Panel on Deltas and Coastal Areas</td>
</tr>
<tr>
<td>LLA</td>
<td>Locally Led Adaptation</td>
</tr>
<tr>
<td>LMA</td>
<td>Labour Market Assessment</td>
</tr>
<tr>
<td>MDBs</td>
<td>Multilateral Development Banks</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>NTP</td>
<td>National Transport Policy</td>
</tr>
<tr>
<td>R4I</td>
<td>Research for Impact</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>VAT</td>
<td>Value Added Tax</td>
</tr>
</tbody>
</table>
1. Introduction

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.

Program Background Information

GCA provided technical support under Africa Adaptation Acceleration Program (AAAP) to electricity projects in ten countries in Sahel region through the Desert to Power project. As the second most populous country in the Sahel, Ethiopia, home to approximately 123.4 million people, is characterized by a diverse topography and a 77% rural population. Despite being predominantly rural, only 51% of the population of the country have electricity access as of 2020.

Ethiopia’s Eastern Region is inhabited by farming and pastoral communities with a combined population of over two and a half million people. The region is endowed with vast arable land, but frequent drought is a major challenge for farmers and pastoralists alike. To address this problem and to ensure the socio-economic viability of the region, the Government of the Federal Republic of Ethiopia (GoE) plans to provide the infrastructure necessary to support these communities to strengthen the power infrastructure for irrigated farming and growth of Agro/pastro-processing industries.

Despite major advancements in the development of electricity generation, many regions in Ethiopia, including major towns, lack access to reliable electricity services, impeding economic growth and development. The Eastern Ethiopia Electricity Grid Reinforcement Project aims to rectify this by constructing a 400 kV and 132 kV transmission network to deliver quality, reliable power infrastructure to communities in Eastern Ethiopia. The project's objectives are to boost the transmission capacity of Ethiopia's Eastern Power Grid, improve power supply quality, and ensure reliable power for irrigation pump stations, essential for the region's planned irrigation program by reducing the power constraints and improving energy availability.
The project will also pave the way for future renewable energy projects, and potential transmission interconnection to Somaliland. The relevant investment project components are:

**Component 1: Transmission Lines**

**Sub-Component 1.1:** This sub-component comprises the construction of a 134 km double circuit 400 kV transmission line from Hurso to Jijiga through Harar substation.

**Sub-Component 1.2** This sub-component comprise construction of (a) 202 km single circuit 132kV transmission lines from Deghabur to Kebridehar through Birkot, (b) 2.77 km double circuit 132 kV lines to interconnect the existing Fiq, Harer III & Jijiga II lines to new Fafem and Harar IV substations through Line-in-Line-Out (LiLo) arrangement and, (c) 7 km double circuit 66 kV to replace the existing single circuit 66 kV line from Harar III to Harar II substation.

**Component 2: Substations**

**Sub-Component 2.1:** Will involve the construction of four (4) new substations (Harar IV 230/132/33/15 kV, Jijiga II 230/132/33/15 kV, Fafem 132/33 kV, Birkot 132/33 kV). In the future, Harar IV and Jijiga II substations will be upgraded to 400 kV level, consequently, adequate space has been considered in the design of these two substations.

**Sub-Component 2.2:** Will include the extension of three (3) existing substations (Hurso, Deghabur and Kebridehar); and reconfiguring of existing 132 kV Jijiga substation and 132 kV Harar III substation and upgrading of 66 kV Harar II substation.
2. Description of Services

Purpose of this Assignment

GCA intends to procure Climate-resilience and Adaptation Options for Eastern Ethiopia Electricity Grid Reinforcement Project. Your quotation, as specified in Annex 3: Scope of Work/Terms of Reference is hereby invited.

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.

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 maximum financial envelope for this assignment is 75,000 (seventy-five thousand) euros exclusive of VAT.

3. Preparation of Proposals

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>24 November 2023</td>
</tr>
<tr>
<td>Deadline for sending a request for clarifications to GCA</td>
<td>7 December 2023</td>
</tr>
<tr>
<td>Deadline for submission of proposals</td>
<td>15 December 2023</td>
</tr>
<tr>
<td>Bid opening</td>
<td>18 December 2023</td>
</tr>
<tr>
<td>Evaluation of the proposals</td>
<td>20 December 2023</td>
</tr>
<tr>
<td>Notification of the award and the evaluation results sent to bidders</td>
<td>21 December 2023</td>
</tr>
<tr>
<td>Signature of Contract</td>
<td>22 December 2023</td>
</tr>
</tbody>
</table>

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 - Ref GCA-PR-23-404–Climate-resilience and Adaptation Options for
Eastern Ethiopia Electricity Grid Reinforcement Project”. 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 Call for Proposals. Please note that GCA will not enter a detailed discussion on the requested services at this stage.

The closing date for clarifications concerning this Call for Proposals is December 07, 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.

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.

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.

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 4.2.4. No submission may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the this RFP procedure.

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.
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.

Currency

Proposals must be presented in EUR.

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: Scope of Work/Terms of Reference
e) Annex 4: Financial Proposal form
f) Annex 5: Contract for Services

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.

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

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 December 15, 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 uploaded to the link: GCA-PR-23-404 - Proposals in PDF format before the closing date and time stipulated above. Submissions requesting GCA to click on links to download documents shall not be accepted. When uploading the Proposal, the first and last name must be the name of the organization submitting the Proposal as shown in the screenshot below.

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

- 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 6 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 Quotation: Shall contain the “Quotation Form” (Annex 4). The Financial Proposal should not exceed 6 pages and 25MB in size for successful delivery.
• **All the supporting documentation** in relation to the evaluation criteria.
• Proposals must be uploaded in **two separate documents**. One containing the Technical Proposal and the other containing the Quotation.
• Any and all financial information must **ONLY** be included in the Quotation. No Financial proposals, quotes or any other related financial information should appear in the Technical Proposal.
• Proposals submitted by e-mail, or 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.

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

**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 meet 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.
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).

**Exclusion Criteria**

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

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

Besides the submission of the signed Declaration of Honor, the bidder undertakes to inform GCA, without delay, of any changes to their situation in this regard.

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

**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 (Annex 1 and 2)
2. Technical Standing (Technical Proposal in response to Annex 3)
3. Financial Standing (Annex 4)

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.
Award Criteria

Offers will be rated on both technical and financial bases, using the least cost approach. The selection method will choose the technically compliant, lowest priced offer (i.e., the offer that obtained the minimum technical score and is the lowest in price).

It is important to note that the required minimum technical score is 70 points. Only Offers obtaining the minimum technical score or more will progress to the financial evaluation. Offers scoring less than the minimum technical score will be considered of insufficient quality and shall be rejected.

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 bidder who submitted a technically compliant, lowest priced offer (i.e., the offer that obtained the minimum technical score and is the lowest in price) 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 Methodology</strong></td>
<td>35</td>
<td>24.5</td>
</tr>
<tr>
<td>TC.1.1 The relevance and clarity of the proposed activities to develop the highly granular flash flood modelling to deliver highly granular climate hazards analysis in the asset area</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>TC.1.2 The relevance and clarity of the proposed activities to provide a climate vulnerability analysis quantifying direct and indirect impacts of transmission corridor disruptions due to climate hazards on people, irrigation, and agriculture</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>TC.1.3 The relevance and clarity of the proposed activities to develop innovative adaptation and resilience solutions and financing rationale for resilient transmission asset design and management, and provide economic options appraisal with costs – benefits quantification</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td><strong>TC.2. Team Structure and Key personnel</strong></td>
<td>35</td>
<td>24.5</td>
</tr>
<tr>
<td>TC.2.1. Team Leader</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>TC.2.2. Climate Change Specialist</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>TC.2.3. Economist</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>TC.2.4. Engineer</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>TC.2.5. Clear, coherent, and concise explanation of how team members and project’s stakeholders will be engaged throughout the delivery of the required services, for each deliverable. The team member(s) responsible per task should be clearly identified</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td><strong>TC.3. Work Plan</strong></td>
<td>15</td>
<td>10.5</td>
</tr>
<tr>
<td>TC.3.1 The suitability of the proposed work plan and delivery schedule in line with expected period for execution of this assignment. The proposal should include a clear description of the workdays allocated to the activities required for each component of work, the total workdays allocated for the assignment, clear milestones, and adequate effort per task</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>
Annex 05.01: Request for Proposal for Firms | November 2023

<table>
<thead>
<tr>
<th>TC.4. Clarity of the Proposal</th>
<th>15</th>
<th>10.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC.4.1 Quality of presentation of the proposal to produce the most concise, clear, content-driven, and accurate description of the methodology and deliverables required to fulfill each component of work</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td><strong>Total Technical Criteria Score</strong></td>
<td>100</td>
<td>70</td>
</tr>
</tbody>
</table>

Bids scoring less than the minimum score for any main technical award criterion (TC.1, TC.2, TC.3, TC.4) will be considered of insufficient quality and shall be rejected.

The key personnel will be evaluated based on the following criteria:

<table>
<thead>
<tr>
<th>Key Expert</th>
<th>Qualification</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Leader</td>
<td>Master’s degree or PhD in a relevant discipline such as electric engineering, civil engineering, climate change and sustainability, disaster resilience.</td>
<td>At least 10 years of experience in climate and disaster resilience with relevance to the energy sector. Demonstrated experience in leadership and project management of assignments of comparable scope and technical requirements in Africa is preferred.</td>
</tr>
<tr>
<td>Climate Change Specialist</td>
<td>An advanced university degree (Master’s degree, equivalent or higher) in a relevant discipline such as Climate science, Geology, Environmental science, Engineering.</td>
<td>At least 10 years of professional experience working climate change (adaptation and resilience), preferably in the electricity sector, 5 of which should be in Africa.</td>
</tr>
<tr>
<td>Economist</td>
<td>An advanced university degree (Master’s degree, equivalent or higher) in economics or relevant discipline. Demonstrated specialization in gender studies, socio-economic analysis, or related disciplines related to climate change and electricity network will be considered as an advantage.</td>
<td>At least 10 years of professional experience in conducting cost-effectiveness and cost-benefit analysis in the energy sector, as well as quantitative and qualitative assessment of socio-economic impacts of natural hazards and climate change on the energy sector. Prior experience and expertise in conducting analysis of energy network and climate change that is disaggregated by gender and relevant socio-economic groups will be considered as an advantage.</td>
</tr>
<tr>
<td>Engineer</td>
<td>An advanced university degree (Master’s degree, equivalent or higher) in relevant discipline such as electric engineering, or civil engineering.</td>
<td>At least 10 years of professional experience in large-scale energy transmission or distribution projects. Experience in design and maintenance will be considered as an advantage.</td>
</tr>
</tbody>
</table>
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.

9. Annexes
Annex 1: Proposal Submission/Identification Form

GCA-PR-23-404: Request for Proposal for Climate-resilience and Adaptation Options for Eastern Ethiopia Electricity Grid Reinforcement Project

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

<table>
<thead>
<tr>
<th>CONTACT POINT FOR THIS CALL FOR TENDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Position</td>
</tr>
<tr>
<td>Company</td>
</tr>
<tr>
<td>Telephone Number</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>SIGNATURE OF PROPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, the undersigned, confirm:</td>
</tr>
<tr>
<td>1. The acceptance of the conditions in the Request for Proposal.</td>
</tr>
<tr>
<td>2. The acceptance of the contract terms and conditions in their entirety and without reservation.</td>
</tr>
<tr>
<td>3. That the period of validity of my proposal is 90 days from the deadline of this Request for Proposal.</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Place and Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Full Name</td>
<td></td>
</tr>
</tbody>
</table>
Annex 2: Declaration on Honor for Organizations

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

- Full official name:
- Official legal form:
- Statutory registration number:
- Full official address:
- VAT registration number: ('the Organization')

I – Situations of exclusion

| (1) declares that the above-mentioned Organization is in one of the following situations: |
|---------------------------------|---|---|
| (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; | ☐ | ☐ |
| (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; | ☐ | ☐ |
| (c) it has been established by a final judgement or a final administrative decision that the Organization is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Organization belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following: |
| (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement; | ☐ | ☐ |
| (ii) entering into agreement with other parties with the aim of distorting competition; | ☐ | ☐ |
| (iii) violating intellectual property rights; | ☐ | ☐ |
| (iv) attempting to influence the decision-making process of the contracting authority during the award procedure; | ☐ | ☐ |
| (v) attempting to obtain confidential information that may confer upon its undue advantages in the award procedure; | ☐ | ☐ |
| (d) it has been established by a final judgement that the Organization is guilty of any of the following: | | |
(i) fraud, as defined in applicable laws and regulations;  ☐ ☐ 
(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:  YES NO N/A 
Situation (c) above (grave professional misconduct)  ☐ ☐ ☐ 
Situation (d) above (fraud, corruption, or other criminal offence)  ☐ ☐ ☐ 
Situation (e) above (creation of an entity with the intent to circumvent legal obligations)  ☐ ☐ ☐ 

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

<table>
<thead>
<tr>
<th>(3) declares that the above-mentioned Organization complies with the following selection criteria</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the Services</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(b) It fulfils the applicable technical and professional criteria necessary for providing the Services.</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

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: Scope of Work/Terms of Reference

1. Background Information

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 health, livelihoods, food security, water supply, human 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 has an ambitious 2020-2025 business plan with three pillars:
- Programs and Action: Food Security; Using Nature for more resilient infrastructure; Water for Urban Growth and Resilience; Climate Finance; Youth Leadership
- Knowledge Acceleration: Building adaptation knowledge globally through cutting edge products such as the State and Trends in Adaptation Report and the Knowledge Exchange Platform
- Agenda Setting and Advocacy: Formulating policy messages to move the global, regional, and local adaptation agendas forward.

Project Context

GCA provided technical support under Africa Adaptation Acceleration Program (AAAP) to electricity projects in ten countries in Sahel region through the Desert to Power project. As the second most populous country in the Sahel, Ethiopia, home to approximately 123.4 million people, is characterized by a diverse topography and a 77% rural population. Despite being predominantly rural, only 51% of the population of the country have electricity access as of 2020.

Ethiopia’s Eastern Region is inhabited by farming and pastoral communities with a combined population of over two and a half million people. The region is endowed with vast arable land, but frequent drought is a major challenge for farmers and pastoralists alike. To address this problem and to ensure the socio-economic viability of the region, the Government of the Federal Republic of Ethiopia (GoE) plans to provide the infrastructure necessary to support these communities to strengthen the power infrastructure for irrigated farming and growth of Agro/pastoral processing industries.

Despite major advancements in the development of electricity generation, many regions in Ethiopia, including major towns, lack access to reliable electricity services, impeding economic growth and development. The Eastern Ethiopia Electricity Grid Reinforcement Project aims to rectify this by constructing a 400 kV and 132 kV transmission network to deliver quality, reliable power infrastructure to communities in Eastern Ethiopia. The project’s objectives are to boost the transmission capacity of Ethiopia’s Eastern Power Grid, improve power supply quality, and ensure reliable power for irrigation pump stations, essential for the region’s planned irrigation program by reducing the power constraints and improving energy availability.
The project will also pave the way for future renewable energy projects, and potential transmission interconnection to Somaliland. The relevant investment project components are:

**Component 1: Transmission Lines**

**Sub-Component 1.1:** This sub-component comprises the construction of a 134 km double circuit 400 kV transmission line from Hurso to Jijiga through Harar substation.

**Sub-Component 1.2** This sub-component comprises construction of (a) 202 km single circuit 132 kV transmission lines from Deghabur to Kebridehar through Birkot, (b) 2.77 km double circuit 132 kV lines to interconnect the existing Fiq, Harer III & Jijiga II lines to new Fafem and Harar IV substations through Line-in-Line-Out (LiLo) arrangement and, (c) 7 km double circuit 66 kV to replace the existing single circuit 66 kV line from Harar III to Harar II substation.

**Component 2: Substations**

**Sub-Component 2.1:** Will involve the construction of four (4) new substations (Harar IV 230/132/33/15 kV, Jijiga II 230/132/33/15 kV, Fafem 132/33 kV, Birkot 132/33 kV). In the future, Harar IV and Jijiga II substations will be upgraded to 400 kV level, consequently, adequate space has been considered in the design of these two substations.

**Sub-Component 2.2:** Will include the extension of three (3) existing substations (Hurso, Deghabur and Kebridehar); and reconfiguring of existing 132 kV Jijiga substation and 132 kV Harar III substation and upgrading of 66 kV Harar II substation.

### 2. Objective of the Assignment

GCA is requesting proposals to undertake a targeted-scope technical support to the AfDB project in Ethiopia, with the objective to finalize the climate risks assessment and support the
prioritization of climate resilience and adaptation solutions along transmission corridor, building on GCA’s previous work in the region through the Desert to Power project. As part of the work, the impact of energy resilience on food security and gender considerations will be evaluated at a high level.

In coordination with the African Development Bank, GCA will complement existing climate risks analysis with adding localized flash flood modeling, stress-test the assets to climate hazards identified through previous work, and provide a climate risks analysis on the transmission corridor and substations that will:

- Quantify direct and indirect impacts of climate hazards on the assets and people, using GCA supplied GIS files with specific attention to the gender-disaggregated effects of energy disruption on irrigated farms and agricultural production.
- Inform the technical design of the transmission lines and substations by identifying and providing expert judgement based costs-benefits analysis of green and grey adaptation and resilience options mitigating the impacts of expected future climate hazards, for the transmission and substation assets.

Overall, the assignment is expected to be completed within 3.5 months from the date of contract signing, which is consistent with the scope of work to fulfill.

3. Scope of the Services to be Performed

This scope of work is broken down into the following components.

0. Inception

1. Climate Risk Complementary Analysis: Localized flash flood modeling under current and projected climate conditions in the asset area. Using GIS files GCA developed in Ethiopia for the Desert to Power project and the flash flood modelling to be developed under this component, service provider will conduct the exposure and vulnerability assessment by quantifying impacts of climate hazards directly to the transmission and substation assets, and indirectly on the energy security and gender inequality, with specific focus on energy disruption on irrigated farms and agricultural production.

2. Adaptation Options Expert Judgement Based Appraisal: Identification and expert judgement-based costs / benefits evaluation of design and Operations & Maintenance (O&M) options for the transmission corridor, with a focus on Nature-Based Solutions contributing to minimize risks of energy disruption. This component of work includes the delivery of an adaptation and resilience investment options report, which will support AfDB in developing the rationale to request additional funds to finance these interventions.

Service providers will ensure that all stakeholders, including women and marginalized groups, will be actively engaged or researched throughout the various stages of this assignment to ensure their unique perspectives and insights are integrated.

The detailed scope is presented below:

Inception
The purpose of the Inception is to have the kick-off discussions for the implementation of this assignment and for the selected service provider to further detail the workplan of activities to execute the components of work within the timeline.

**Deliverable 0.1 – Inception Report**: this deliverable should be presented as a word report or slide deck with the following information:

- Description of activities to deliver the components of work
- Detailed workplan for execution of activities and (revised) timeline for completion of deliverables.
- Preliminary risk matrix (e.g., potential risks, probability, impact, mitigation measures, and status) that will be used for project management throughout the execution of the assignment.

**1 – Climate Risk Complementary Analysis**

The component of work will produce a comprehensive high-granular flash flood modelling assessment in the asset area of Ethiopia and use complementary climate modelling to be provided by the GCA to identify and quantify direct and indirect impacts of current and future climate-related events and hazards on the transmission lines and substations included in the Eastern Ethiopia Electricity Grid Reinforcement Project. The findings will be fed into component 2.

These findings will be integrated into a Geographic Information System (GIS) platform to gauge the impacts of climate-related events on the transmission lines and associated infrastructure, as well as on food security. This will encompass an analysis of both direct impacts, and indirect impacts into consideration:

- Direct impacts of climate-related events to the transmission assets,
- Indirect impact to the irrigated farms and agricultural production in the project area of influence. Impacts of climate-related energy disruptions should be disaggregated by social economic group, and gender. The gender aspect should clearly identify the implications of climate change on access to energy resources as well as participation in markets and supply chains, ensuring that the perspectives of both men and women are addressed.

Women in rural areas may be impacted disproportionally by electricity disruption, affecting their ability to access technologies that could improve agricultural productivity and irrigation practices. The indirect impact should also identify how climate change can create barriers for women, limiting benefits from better energy access. Service provider should identify those impacts, which will form the baseline during the identification and appraisal of adaptation solutions in component 2. Indirect impact assessment might be informed by desk-research and secondary data, to be proposed within the technical bid and fitting within overall work plan estimated for the assignment. Bidders are encouraged to include a short data collection plan in their proposal. Bidders are highly encouraged to utilize the publicly available data sources such as Ethiopian Statistical Service, USGS Topographic Maps.

GCA will provide the following GIS layers with accompanying technical reports to explain methodology and results. The layers projects damage levels, per high-level category, to transmission and distribution line, for the following risks, with the geographic resolution as represented in the sample screenshot below:

- Changing wind pattern risk
- Drought risk
- Flood risk (can help to develop highly granular flash flood modelling required)
- Heatwave risk
• Heavy precipitation (can help to develop highly granular flash flood modelling required)
• Landslide risk
• Sand and Dust Risk
• Sea Level Rise Risk
• Storm Risk
• Wildfire Risk

The following layers are available:
Deliverable 1.1: Climate Risk Report

- Prepare a report detailing the methodology, data sources, and the findings of the climate risk analysis (flooding modelling done by the service provider and compiling data from GCA previous projects).
- Present the identified climate-related risks, vulnerabilities, and potential impacts on the energy infrastructure and surrounding areas, ensuring that the analysis considers gender differences and disaggregates the data accordingly.
- Climate risks identification should include uncertainties and extreme scenarios analysis.
- The report will include a standalone executive summary, highlighting the vulnerability of hotspots and asset areas requiring attention in relation to climate hazards. This summary will serve as a guidance tool during the design, construction, and O&M stages of the electricity transmission project.

Deliverable 1.2: Climate Risks and Assets Vulnerability Spatial Visualization Files (Shapefiles)

- Compile a comprehensive GIS database containing all relevant data layers, including hazard maps provided by GCA, assets, vulnerability assessments, and others applicable, and adding the flash flooding modeling.
- The visualization files should be compatible with standard GIS software (ArcGIS and QGIS) and will come with proper metadata and a manual.

This component will clearly identify transmission lines, substations, and associated assets most susceptible to climate hazards. Stakeholder consultations, which can take place online, will be used as a key input in preparing the report.
2 – Adaptation Options Appraisal

This component will leverage the outcomes of the component 1 to identify, appraise and support the prioritization of a set of adaptation and resilience investment options, including Nature Based Solutions (NBS) with a focus on design options, and climate-smart Operations & Maintenance (O&M) of the transmission lines and substation.

The design and O&M options will be cost-effective with clear cost and benefit evaluation of the identified options. The adaptation solutions will identify and quantify potential co-benefits for communities and institutions associated with the identified solutions. The investment options considered could be implemented as either standalone or as combined investments and should focus on addressing the current and projected climate risks. The options will be contextually aware of the gender gap found in component 1 and will proactively address those while protecting the assets from climate hazards.

Each adaptation option will be accompanied by implementation guidelines and high-level design specifications, which will help integrate the identified adaptation options into the advanced design and procurement stages. The implementation guidelines will offer a comprehensive framework, with step-by-step instructions and recommendations for implementing and integrating the adaptation options. Each option will come with design specifications, with all relevant design parameters that can be incorporated into technical design studies, construction works, and procurement documents of the respective adaptation options to ensure climate resilience of the electricity transmission line. The design specs must be comprehensive enough to address all climate-related contexts, eliminating the need for the implementing agency to have specialized climate knowledge. For engineering design details where local stakeholders possess adequate capacity, high-level design details should be sufficient.

The compilation of the identified adaptation options and associated costs and analysis of the potential return on investment for the proposed solutions will help AfDB in developing the financing rationale to request additional funding for these interventions.

**Deliverable 2.1: Adaptation and Resilience Options Report**

- The report will be inclusive of the expert judgement based costs-benefits assessment of the identified options, including potential co-benefits for communities and institutions.
- The investment options will be prioritized based on the Net Present Value (NPV) and will highlight estimated costs for implementation (CAPEX) and operations and maintenance (OPEX), estimated timeline for delivery, and risks and limitations.
- The guidelines for implementation for each adaptation option will be used by project stakeholders within the upcoming development of advanced technical design and the procurement stage of the AfDB project after board approval.
- The cost and benefit analysis will form the financing rationale for adaptation solutions, especially potential standalone Nature-based intervention, strengthening the transmission line resilience, that AfDB can use to request additional finance to the investment project, through the Climate Action Window.
- This report should incorporate all input and feedback gathered during the stakeholder consultations.
Service provider will ensure that stakeholders perspectives and insights are integrated in the selection and prioritization of adaptation solutions.

All deliverables should be provided in English. The proposal should clearly include a detailed timeline and methodology including stakeholders’ engagement plans for identifying and appraising the adaptation solutions.
Annex 4: Financial Proposal Form

**Total Firm Price (in Euros) with breakdown per component**

<table>
<thead>
<tr>
<th>(Service Provider Name) Proposal</th>
<th>Unit of Measure</th>
<th>Price (in Euros)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception</td>
<td>Lump Sum</td>
<td>XXX</td>
</tr>
<tr>
<td>Component 1: Climate Risk ...</td>
<td>Lump Sum</td>
<td>XXX</td>
</tr>
<tr>
<td>Component 2: Adaptation Options</td>
<td>Lump Sum</td>
<td>XXX</td>
</tr>
<tr>
<td><strong>TOTAL FIRM FIXED PRICE (in Euros)</strong></td>
<td></td>
<td><strong>XXX</strong></td>
</tr>
</tbody>
</table>

**Payment Schedule and Milestones**

<table>
<thead>
<tr>
<th>Milestone Description</th>
<th>Weeks from approval</th>
<th>Payment Schedule (% Total Firm Fixed Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Mobilization payment</td>
<td>0</td>
<td>30% of contract value</td>
</tr>
<tr>
<td>2 Completion of Component 1</td>
<td>9</td>
<td>30% of contract value</td>
</tr>
<tr>
<td>3 Completion of Component 2</td>
<td>14</td>
<td>40% of contract value</td>
</tr>
</tbody>
</table>

The assignment will be remunerated on a lump sum basis as per the norms and procedures of the GCA. Payment will be linked to the above deliverables, after being accepted by the GCA.

Please fill in the payment schedule associated with completion of each of the deliverables for Components 1 and 2, consistently with the proposed price per component of work, keeping unchanged the mobilization and work completion payments.

Please submit a separate itemized cost breakdown of the firm fixed price including, the details of key personnel hourly rates and associated tasks, travel costs and all associated overheads and related cost items.

I confirm that the submitted Total Firm Fixed Price is:
- Fixed and not subject to revision.
- In Euros.
- The proposal is valid for ninety (90) days from the deadline of this RFP.
- Independent of exchange rates.
- Inclusive of all costs, management fees, administrative costs, travel costs (including travel ticket, visa fees, and any associated costs to travel), profit, and taxes directly or indirectly related to the performance of the contract, which may be borne by the Vendor (e.g., cost of administration, taxes, contract management costs, etc.).
- Exclusive of VAT.

***Travel: If the Service Provider requires to travel to the project location, the applicable cost (including travel tickets, visa fees, etc.) should be clearly stated and factored into the Financial Proposal***
Authorized Organization Representative:

Position:

Date:

Signature:
Annex 5: Contract for Services

CONTRACT NO. GCA-PR-23-404

BETWEEN

THE GLOBAL CENTER ON ADAPTATION

AND

[CONTRACTOR]

FOR

[CONTRACT TITLE]

GLOBAL CENTER ON ADAPTATION
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

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

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

1.3 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-23-404 dated 31st October 2023,
1.5.2 Addenda No. XX, XX dated xx xx 2023, xx xx 2023 respectively,
1.5.3 The Contractor’s bid in response to Request for Proposal GCA-PR-23-404.
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

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

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, according to the terms and conditions of this Contract, 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 and conditions 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 and shall be entitled to perform the Services as it sees fit. The Contractor is an independent contractor, and not an employee of the GCA, within the meaning of all applicable laws and regulations. The Contractor shall determine the method, details, and means of performing the Services in accordance with this Contract. 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 and shall exercise all necessary skill, care and diligence to be expected from a properly qualified, competent and professional contractor experienced in performing services in the nature similar to the Services to be performed under this Contract. The Contractor shall be available to the GCA for the duration of the Services and the term of this Contract.

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 and shall supply all labor, tools, materials, and equipment needed to perform the Services at its own expense.

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 (i) no Services have been carried out by Contractor (over the subject period); or (ii) Services do not comply with the terms and conditions of this Contract. Prepayments, if any, paid by GCA to the Contractor for Services not performed, will be duly 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
Duration of the Contract

4
4.1 The Services will start on [Date] and finish on [Date]. Time is of the essence for the performance of the Services which shall be performed in strict accordance with the schedule of delivery as provided in Annex 3.

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

ARTICLE 5
Fee, Invoice and Payment

5
5.1 Subject to the terms of this Contract, GCA will pay the Contractor a fixed fee of € [amount] exclusive of VAT (hereinafter referred to as the “Fee”) for the satisfactory performance of the Services. The Fee shall be deemed to be inclusive of (i) compensation for performing the Services and complying with all requests, and (ii) all costs incurred by the Contractor during the performance of Services. The Contractor undertakes to pay all applicable taxes, duties, fees, levies and other impositions and will indemnify GCA against any cost, claim, expense, damage or liability in respect of any failure by the Contractor to do.
5.2 The GCA will not compensate for any costs of expenses, unless explicitly approved in advance in writing by GCA’s contact person.

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

5.3.1 **First payment:** [20] % of the Fee after the acceptance of GCA as per Article 6 of this Contract 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 as per Article 6 of this Contract of the delivery of Deliverable 2 as laid out in Annex XX;

5.3.3 **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 as per Article 6 of this Contract.

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 GCA’s expenses related to the Services, the Contractor shall cooperate fully and shall respond to all of the GCA’s 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 Subject to the approval by the GCA, the invoices of the Contractor shall be paid by GCA within thirty (30) calendar days of receipt.

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

Deliverables

6

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

Representations and Warranties

7

7.1 The Contractor shall complete and 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 within the period of time that GCA determines at its sole discretion.

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) and other applicable privacy regulations.

7.9 The Contractor shall not, and shall procure that its employees, agents, subcontractors and representatives shall not offer, solicit, make or accept any payments or advantages of any kind whatsoever or transfer anything of value, whether directly or indirectly, to any government official, person or entity in order to influence any decision, obtain or retain business, secure any improper advantage and/or otherwise in connection with this Contract.

7.10 The Contractor warrants that it shall not commit any other act which shall be unlawful under, and/or in contravention of, applicable anti-bribery laws and international anti-corruption treaties.

**ARTICLE 8**

**Indemnification**

8

8.1 The Contractor shall indemnify, defend, to the fullest extent possible under applicable law, including reasonable attorney’s fees and expenses, and hold harmless the GCA against all claims, fines, suits, losses, costs and damages in connection with and/or resulting from any default in relation to Article 7.

8.2 The Contractor shall further indemnify, defend, to the fullest extent possible under applicable law, including reasonable attorney’s fees and expenses, and hold harmless the GCA against all claims, fines, costs, suits, losses, and damages in connection with or arising from (i) 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, or (ii) any breach of this Contract or any applicable national or international law by the Contractor or by those for whom it is responsible. The Contractor waives any entitlement pursuant to article 7:658 sub 4 (BW) Dutch Civil Code.
8.3 Without prejudice to any other rights set out in this Contract, each Party (hereinafter the “Indemnifying Party”) hereby agrees to indemnify, defend and hold harmless the other Party (hereinafter the “Indemnified Party”) from and against any and all 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.

ARTICLE 9

Confidentiality and Marks

9.1 The Contractor shall keep confidential and shall not, during the performance of the Services or at any time after the expiry or termination of this Contract, disclose to any person or make use of (i) any agreements, financial information, correspondence, documents or other information relating to the GCA which the Contractor has obtained during the course of this Contract or the provision of the Services; (ii) any other confidential information which the Contractor has obtained in the course of this Contract or the provision of the Services or (iii) any information contained in this Agreement, in each case without the prior written consent of the GCA. The 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 (i) the use or disclosure of this information and data is necessary for the proper performance of the Services, or (ii) such information and data have become generally known without this being due to breach of the duty of confidentiality, or (iii) the disclosure of such information is required by court order or any other legal process.

9.2 The Contractor undertakes to use the data and information referred to in Article 9.1 only to perform the Services.

9.3 If the Contract is terminated or dissolved, or upon any reasonable request of the GCA, the Contractor must ensure that all materials, electronic media, documentation and other information that includes data and/or information made available by the GCA shall be returned to the GCA immediately and all digital or other copies are destroyed, deleted and removed.
Intellectual, Industrial and Proprietary Rights

10.1 All right, title and interest in the Deliverables, including any products, methods, works and/or materials developed by the Contractor, in whole or in part, during or in connection with this Contract, shall automatically vest in the GCA upon creation and the GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world perpetually. GCA shall retain all such rights therein, including but not limited to statutory copyrights, and all renewals thereof, as a 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 materials, instruments, source documents, designs, instructions and codes reasonably required by the GCA in connection with the use, adaption, execution and enjoyment of the Deliverables and of the GCA’s rights therein and thereto.

10.3 Contractor undertakes to do everything necessary to ensure that all existing and any future Intellectual and/or Industrial Property Rights pertaining to the Deliverables are (and remain) vested with GCA or with third party designated by the GCA. The Fee or 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 Deliverables and the results of the Services.

10.4 Insofar as these acts prove not to ensure that all Intellectual and/or Industrial Property Rights are transferred to the GCA, the 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 the GCA: an 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, royalty-free, transferable, irrevocable, perpetual, and worldwide license, to use all Deliverables and all Intellectual and/or Industrial Property Rights pertaining thereto.

10.5 Notwithstanding the foregoing, 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.

10.6 The Contractor shall hold or obtain all consents, permissions and/or clearances in third-party intellectual property rights necessary to enable it to perform the Services. The Contractor shall be liable for any violation of legal provisions or rights of third parties in respect of all rights used in the Deliverables or during the performance of the Services. The Contractor, to the extent permitted by law, agrees to indemnify and hold harmless the GCA from all claims and causes of action asserted by third parties based on (alleged) Intellectual and/or Industrial Property Rights or on any other basis.
10.7 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 or enforce any so-called “moral rights” which may now or may hereafter be recognized.

10.8 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 the GCA.

ARTICLE 11

Termination of the Contract

11

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, by:

11.1.1 Either Party, if the other Party becomes insolvent, 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 previously contracted persons, clients, employers and/or on previous assignments;

11.1.6 The 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, cancellation or expiration of this Contract, together with any other provisions herein 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 14.8 (Notice) and Article 15 (Applicable Law).

ARTICLE 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

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 the Contractor was unable to perform the Services due to illness, leave or any other reason.

ARTICLE 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

Applicable Law

15
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 competent courts in the Netherlands.

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: Chief Executive Officer
Date:

Name:
Position:
Date:
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: