



GLOBAL
CENTER ON
ADAPTATION

REQUEST FOR PROPOSALS (FIRMS)

FOR

Developing a Nature-based Solutions (NbS)
Compendium for Urban Resilience for Kenya

RFP Ref: GCA-PR-23-394

CLOSING DATE: 17 April 2024

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: 18 March 2024



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Acronyms and Abbreviations

Acronym	Description
AAAP	Africa Adaptation Acceleration Program
AfDB	African Development Bank
ADB	Asian Development Bank
AU	African Union
CapEx	Capital Expenses
CET	Central European Time
COP	Conference of the Parties to the United Nations Climate Change Framework Convention (United Nations Climate Change Conference)
CPP	Climate Prosperity Plan
CRA	Climate Risk Assessment
CV	Curriculum Vitae
CVF	Climate Vulnerable Forum
CSDAT	Climate Smart Digital Agricultural Technologies for Food Security
DAE	Direct Access Entity
EOI	Expression of Interest
EU	European Union
FWA	Framework Agreement
GCA	Global Center on Adaptation
IFI	International Finance Institutions
IPCC	Intergovernmental Panel on Climate Change
IPDC	International Panel on Deltas and Coastal Areas
LLA	Locally Led Adaptation
LMA	Labor Market Assessment
MDBs	Multilateral Development Banks
N/A	Not Applicable
NAP	National Adaptation Plan
NBS	Nature-based Solutions
NDP	National Development Plan
NTP	National Transport Policy
R4I	Research for Impact
RFP	Request for Proposal
VAT	Value Added Tax



1. Introduction

1.1 Global Center on Adaptation

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

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

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

1.2 Program Background Information

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

In urban areas, the program works through the city adaptation accelerator (CAA). The CAA helps to support cities and countries strengthen their urban climate change adaptation and resilience outcomes and build a body of tested tools and methods to support urban resilience building. We partner with national and local governments to accelerate and scale high-impact climate adaptation and capacity building efforts in cities. CAA works to understand and provide solutions to the increasingly intertwined dual challenges faced by cities in low-income countries.

GCA’s Urban and Water team is collaborating the World Bank to integrate a stronger NbS lens to the WB-financed [Second Kenya Urban Support Program \(KUSP2\)](#) (USD 350 million) (P177048) – a nationwide Program for Results (PforR) implemented by the State Department of Housing and Urban Development (SDHUD). GCA is focusing on building institutional capacity among local municipalities in (a) improved management and financing of urban areas and (b) more inclusive and resilient urban infrastructure and services.

KUSP2 provides capacity building and infrastructure planning support to 79 urban areas across 45 counties in Kenya, with the aim of leveraging urbanization as the road to national modernization, promoting effective urban planning and management systems, through counties as primary providers of public service delivery. This will be achieved through five results areas (RA): (RA1) Strengthened institutions for urban service delivery; (RA2) Integrated



planning for inclusive and resilient urban areas; (RA3) More inclusive and resilient urban infrastructure and services; (RA4) Improved private sector engagement; and (RA5) Improved integrated development between refugees and host communities. GCA support enhances RA1 to RA4 under KUSP Component 2 *Subnational urban development capacity building and investments*.

To this end, GCA will provide technical support in the following subjects:

1. Support the development of risk-informed master plans.
2. Development of a Master class on urban resilience for counties and urban governments.
3. Technical support on Nature-based Solutions (NbS) for urban resilience.

2. Description of Services

2.1 Purpose of this Assignment

Within this context, GCA is seeking a qualified firm (or consortia of firms) to provide the World Bank (WB) project task team and, through the WB, to SDHUD with actionable guidance to support project implementation on prioritizing, implementing, and operating and maintaining various Nature-based Solutions (NbS) that contribute to climate resilience of urban environments in Kenyan cities and municipalities.

This will be done through the development and delivery of (a) an inventory of existing NbS applications and related solutions in Kenya and the region, (b) a compendium of these NbS cases, (c) actionable recommendations for implementation, and (d) a Masterclass training module.

The expected services to be provided under this assignment include Developing a Nature-based Solutions (NBS) Compendium for Urban Resilience for Kenya. The detailed Terms of Reference and Deliverables for this assignment are presented in **Annex 3**. The total duration of this assignment is estimated at up to 6 months, with additional 2 months of ongoing support for KUSP2 and Urban Climate Resilience Masterclass.

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

2.2 Information about the Contract Package

GCA intends to enter into a contract that covers the Terms of Reference and Deliverables described in Annex 3.

3. Preparation of Proposals

3.1 RFP Indicative Schedule

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



Activity	Estimated date
Contract notice on GCA website, Devex and dgMarket	18 March 2024
Deadline for sending a request for clarifications to GCA	5 April 2024
Deadline for submission of proposals	17 April 2024
Proposal opening	17 April 2024
Evaluation of the proposals	24 April 2024
Notice of intent to award issued	25 April 2024
Standstill period ends	30 April 2024
Signature of Contract	3 May 2024

3.2 Communications, Clarifications and Amendment of RFP

The point of contact for all questions or requests for additional information is procurement@gca.org. All contact with personnel employed by the Global Center on Adaptation with respect to this RFP is prohibited, except for messages to the above email address. Improper contact may constitute grounds for rejection of your proposal. All inquiries regarding this RFP must be submitted in writing. Interest to bid and questions shall be sent to the above email address before the date mentioned in the timeline and must be labelled **Clarification Request - GCA-PR-23-394 - Developing a Nature-based Solutions (NbS) Catalogue for Urban Resilience for Kenya**. 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 Request 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 Request for Proposals is **5 April 2024, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)**

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

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

3.3 Language

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

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



3.4 Cost of Submitting Proposals

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

3.5 Alteration or Withdrawal of Proposals

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

3.6 Signature of the Proposal

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

3.7 Validity of Proposals

The proposals submitted in response to this RFP must be valid for the period of **120 days** as of the deadline for submission indicated in Section 4.1. The bidder shall provide a statement confirming the period of validity of its proposal when submitting the required documents for this RFP.

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

3.8 Currency

Proposals must be presented in EUR.

3.9 Content of this RFP

The package of this RFP comprises the following:

- a) Instructions to bidders (this RFP document)
- b) Annex 1: Proposal Submission/Identification Form
- c) Annex 2: Declaration of Honor
- d) Annex 3: Scope of Work/Terms of Reference
- e) Annex 4: Financial Proposal form
- f) Annex 5: Contract for Services

3.10 Joint Proposals and Subcontracting

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



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

If the joint proposal is successful, the GCA will sign the contract with the lead firm/organization, authorized by the other members to sign the contract on their behalf. All members of the joint proposal assume joint and several liability towards the GCA for the performance of the contract. Changes in the composition of the group after the proposal submission deadline and before the contract signature may lead to the rejection of the proposal except in case of a merger/takeover of a member of the group, in which case all Eligibility, Selection and Award Criteria must still be fulfilled by the new group.

3.11 Supplier Code of Conduct

GCA subscribes to the [UN Supplier Code of Conduct | UN Procurement Division](#). By participating in this RFP, bidders agree to comply with this code.

4. Submission and Opening of Proposals

4.1 Submission of the Proposal

If you are interested in participating in this Request for Proposal, you are requested to submit your proposal to the link: [GCA-PR-23-394 - Submit Proposal](#) no later than **17 April 2024, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)** (hereinafter referred to as "the closing date and time").

Bidders are cautioned that the timing of submission is based on when the proposal is received by the GCA, not when a proposal is submitted by a bidder. As transmission can be delayed 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.



Chisala Mutale is requesting files for

GCA-PR-23-338 - Submit Proposal

RFP-GCA-PR-23-338-TECHNICAL Propos... ×

RFP-GCA-PR-23-338-FINANCIAL Proposa... ×

+ Add more files Total 2 files 685 KB

First name *

Last name *

Upload

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

- Proposal Submission/Identification Form (Annex 1)
- A signed **Declaration of Honor** (Annex 2)
- A **Technical Proposal**: Shall contain the “Technical Proposal” and supporting documentation, with clear and concise description of your proposed actions to execute the Scope of Work/Terms of Reference and Deliverables (Annex 3). The Technical Proposal **should not exceed 15 pages (excluding supporting documentation, CVs, and company profile) and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
- A **Financial Proposal**: Shall contain the “Financial Proposal Form” (Annex 4). The Financial Proposal **should not exceed 10 pages and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
- **All the supporting documentation** in relation to the evaluation criteria.
- Proposals must be uploaded in **two separate documents**. One containing the Technical Proposal and the other containing the Financial Proposal.
- The Technical Proposal must have the Reference **RFP-GCA-PR-23-394-TECHNICAL Proposal** in the “Subject” line of the e-mail. No other characters or spacing should be included in the Subject line.
- The Financial Proposal must have the Reference **RFP-GCA-PR-23-394-FINANCIAL Proposal** in the “Subject” line of the e-mail. No other characters or spacing should be included in the Subject line.
- All financial information must **ONLY** be included in the Financial Proposal. No Financial proposals, quotes or any other related financial information should appear in the Technical Proposal.
- Proposals submitted by e-mail, which do not comply with these requirements, e.g. combining the financial and technical proposals in one submission or submitted in any way, other than outlined above, will be rejected.
- In case of a joint proposal, all the partners (except the lead partner) shall submit a **power of attorney**, signed by an authorized representative of each partner, designating



the lead partner to represent them and to sign the contract on their behalf in relation to this Request for Proposals.

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

4.2 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). Scoring for each Award Criterion will be conducted using the following scale:
 - Excellent
 - Good
 - Average
 - Below average
 - Poor
- The Evaluation Committee shall evaluate the technical proposals first and shall thereafter open and evaluate the financial proposals of only those bidders whose technical proposals meet the minimum technical score.
- Where individual scoring is adopted, the Evaluation Committee shall discuss scores where there are significant discrepancies prior to computing the average score for each criterion.
- During financial evaluation, where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate shall govern, unless in the opinion of the Evaluation

Committee there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total shall govern, and the unit rate shall be corrected.

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

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

In the interest of transparency and equal treatment, without being able to modify their proposals, bidders may be required, at the sole written request of the Evaluation Committee (via Procurement), to provide clarifications within 48 hours. Requests for clarification 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.

5.1 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 a **pass/fail basis**. Bidders who meet the Selection Criteria will be put on an equal footing for the next stage of the evaluation process based on the Award Criteria.

Bidders shall be evaluated against the following Selection Criteria:

- (1) Professional and Legal Capacity
- (2) Technical Standing

(1) Professional and Legal Capacity

Criterion	
	<ul style="list-style-type: none"> • Bidders must be a registered entity in their home country regulatory agency, as and where applicable, for a minimum of 2 years. • All Bidders must have a current team of at least 6 staff members.



Documentary evidence	<ul style="list-style-type: none"> Provide a copy of the statutes/registration of the legal entity (in case of a joint proposal the company registration shall be submitted for each partner) and evidence concerning the appointment of the persons authorized to represent the Bidder in dealings with third parties and in legal proceedings.
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(2) Technical Standing

Criteria	<ul style="list-style-type: none"> At least 5 years of experience in urban resilience, urban planning and development, climate resilience or NbS in Africa
Documentary evidence	<ul style="list-style-type: none"> The Technical Proposal contains a summary highlighting the experience above.

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

5.2 Award Criteria

Proposals will be rated on both technical and financial bases, using the best value for money approach. The selection method will choose the highest rated proposal using the combined scoring method, which assigns the weight distribution between the technical and financial proposals. The overall combined score will be 100 points, the weight distribution shall be 75 points for the technical proposal and 25 points for the financial proposals.

It is important to note that the required Minimum Technical Score for the Technical Proposal is 70% (52.5 points). Only proposals obtaining the Minimum Technical Score or more in the Technical Evaluation will progress to the Financial Evaluation.

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

Award Criteria	Maximum Score	Minimum Score
TC. 1. Firm experience related to Nature-based Solutions and urban development in Africa	15	10.5
TC.1.1. At least 5 years of experience in NbS, climate resilience, urban planning and development in Africa and preferably East Africa. (Experience related to informal settlements is considered to be of advantage.)	4	
TC.1.2. At least 2 years of experience developing policy and operational recommendations in East Africa, preferably about NbS.	3	
TC.1.3. At least 5 project references in economic cost-benefit analysis on climate resilient adaptation solutions (preferably NbS) in data scarce environments.	3	
TC.1.4. At least 5 project references on capacity building in East Africa, including training material development and training of trainers.	3	



TC.1.5. At least 2 project references working with Multilateral Investment Banks on large-scale projects.	2	
TC.2. Response to TOR and Methodology	32	22.4
TC.2.1. Clear description of how existing NbS will be identified and documented for the NbS Compendium	8	
TC.2.2. Clear and feasible methodology of how the NbS Compendium will be developed and be appropriate to inform implementation.	8	
TC.2.3. Clear and feasible methodology of how the recommendations for implementation will be identified in such a way that they inform implementation.	8	
TC.2.4. Clear and feasible methodology to address inclusiveness and ensure participation of vulnerable communities across the process	8	
TC.3. Team Expertise	28	19.6
TC.3.1. Nature-based Solutions Expert (as per TOR).	6	
TC.3.2. Urban Development Expert (as per TOR).	6	
TC.3.3. Development Economist Expert (as per TOR).	5	
TC.3.4. Social Development Expert (as per TOR)	5	
TC.3.5. Local Experts (3 experts)	6	
Total Technical Score	75	52.5
Total Financial Score/Weight	25	
Combined Technical and Financial Score	100	
Scoring for each Award Criterion will be conducted using the following scale:		
<ul style="list-style-type: none"> • Excellent • Good • Average = Minimum Technical Score • Below Average • Poor 		

Proposals scoring less than the Minimum Technical Score for any main technical award criterion (TC.1, TC.2, TC.3, etc.) will be considered of insufficient quality and shall be rejected.

For the purposes of the evaluation of the Financial Proposal, the bidder offering the lowest price shall receive the maximum total score of 25 points. The score of all other financial proposals will be calculated using the following formula:

$$\text{Financial score} = (\text{Lowest bid} / \text{Current bid}) \times \text{Maximum points to be awarded}$$

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

6. RFP Cancellation

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

Cancellation may occur where:



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

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

7. Ownership of Proposals Submitted

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

8. Liabilities for Errors

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



9. Annexes

Annex 1: Proposal Submission/Identification Form

GCA-PR-23-394: Request for Proposal for Developing a Nature-based Solutions (NbS) Compendium for Urban Resilience for Kenya

IDENTIFICATION OF BIDDER	
Full Legal Name of the Firm	
Legal Form (Partnership, LLC, Corporation, etc.)	
Date of Registration	
Country of Registration	
Registration Number	
VAT Number	
Address	
E-mail	
Authorized Signatory	
Authorized Signatory's E-mail address	

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

BIDDER'S BANK ACCOUNT INFORMATION	
Bank account holder's full name: (must match the legal name above)	
Name and address of recipient's bank:	
Recipient's account number/IBAN:	
Recipient bank's SWIFT or BIC code:	
Recipient bank's routing information:	
Bank account currency:	



SIGNATURE OF PROPOSAL

I, the undersigned, confirm:

1. The acceptance of the conditions in the Request for Proposal.
2. The acceptance of the contract terms and conditions in their entirety and without reservation.
3. That the period of validity of my proposal is **120 days** from the deadline of this Request for Proposal.
4. Compliance with the requirements relating to the Scope of Work/Terms of Reference as defined in Annex 3 of this Request for Proposal, and
5. That the information given in this proposal is correct.

Place and Date

Signature
(Authorized
representative)

Full Name



Annex 2: Declaration on Honor for Organizations

The undersigned (*insert name*),..... representing:

Full official name:
Official legal form:
Statutory registration number:
Full official address:
VAT registration number:
(‘the **Organization**’)

I – Situations of exclusion

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



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

II – Situations of exclusion concerning natural or legal person with power of representation, decision-making or control over the legal Organization and beneficial owners

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

III – Remedial measures

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



IV – Evidence upon request

Upon request the Organization must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision, or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also upon request provide production of recent certificates issued by the competent authorities and/or a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the Organization showing that those requirements are satisfied. These documents must provide evidence covering all taxes and social security contributions for which the Organization is liable, including for example, VAT, income/company tax and social security contributions.

V – Final

The signatory declares that the above-mentioned Organization has truthfully provided the information herein.

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

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

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

Full name:

Date:

Signature:
(authorized representative)



Annex 3: Scope of Work/Terms of Reference

**TERMS OF REFERENCE (TORs)
FOR
FIRMS/ORGANIZATIONS**

**Developing a Nature-based Solutions (NbS)
Compendium for Urban Resilience for Kenya**

Date: March 2024



TERMS OF REFERENCE (TORs)

1. About 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 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.

2. Background

2.1. Contextual Background

Kenya is rapidly urbanizing, at a rate of 4.3 percent a year. As of 2019, 31 percent of Kenya’s population lived in urban areas and is projected to reach 50 percent by 2050. While urbanization offers the prospect of economic growth and improved living standards, it also runs the risk of increasing the concentration and exposure of people, assets and livelihoods to climate hazards.

In recent years, Kenya’s fast-growing cities and towns have been particularly affected by flooding and drought:

- **Flooding:** Urban flooding has become more frequent due to climate change-induced heavy rains – exacerbated by uncontrolled development that increase impervious surface cover and loss of green spaces. Insufficient stormwater management and inefficient waste collection systems clog drainage systems, thereby amplifying urban flooding. The urban poor are the most affected, often living along low-lying waterfronts and landslide-prone slopes. Unregulated development has also led to encroachments on wetlands and blockage of waterways, which has increased flood instances.
- **Drought:** The frequency and severity of drought is on the rise,¹ with devastating effects on urban water and energy supply, food security and the economy at large. The increasing intensity of and shorter intervals between droughts increase the vulnerability of communities and reduce their ability to cope.

¹ The impact of droughts has been especially severe in Kenya’s arid and semi-arid land (ASAL) counties, which have endured three severe droughts in the last decade. The most recent drought (2020 - 2022) was the longest and most severe resulting in widespread livelihood losses and massive population displacement. Water supply for both human and animal consumption is a significant challenge in the two refugee hosting areas of Dadaab and Kakuma-Kalobeyei, both of which are in ASAL counties (Garissa and Turkana, respectively).



Meanwhile, urban environment faces compounding challenges. Spatial expansion is largely uncontrolled, most often due to weak and ineffective urban planning and development controls, resulting in environmental degradation, air and water pollution, loss of critical natural habitats, decline of open spaces, overall reductions in quality of life as well as increased urban climate risk. Infrastructure development has not kept pace with urban growth, and access to municipal services is unevenly distributed geographically. Furthermore, many urban areas are characterized by a lack of greenery and absence of public spaces. And while spatial plans exist, most municipalities lack detailed implementation frameworks that look beyond purely engineered, grey solutions.

In face of these challenges, Nature-based Solutions (NbS) can be an effective solution for Kenya to unlock a more green and resilient future for its cities since the country remains in early stages of urbanization.

An initial assessment of NbS capacity within the Kenyan public sector² identified the following:

- Limited understanding of NbS among government officials and other stakeholders, thereby requiring capacity building with regard policy support on mainstreaming NbS and through real-life examples;
- Limited human and economic resources for NbS, mainly because of high maintenance costs and limited understanding of long-term benefits, thereby requiring need for cost-benefit analysis capability;
- NbS is recommended to ensure climate resilience for the infrastructure interventions under KUSP II.

Therefore, enhancing climate resilience of urban areas in Kenya will largely depend on strengthening urban institutions and their capacity for developing, implementing and enforcing appropriate urban planning and development control instruments that prioritize NbS. Additionally, urban investments will need to be carefully designed and implemented, based on the need for green and resilient infrastructure.

In light of this, GCA will collaborate with World Bank to actively assist Kenyan urban institutions in mainstreaming climate resilience into their approach to planning and investment and address these capacity constraints, within the broader urban development-climate context, particularly through the perspective of NbS.

2.1. GCA Support to Second Kenya Urban Support Program (KUSP2), WB

GCA's Urban and Water team is collaborating the World Bank to integrate a stronger NbS lens to the WB-financed [Second Kenya Urban Support Program \(KUSP2\)](#) (USD 350 million) (P177048) – a nationwide Program for Results (PforR) implemented by the State Department of Housing and Urban Development (SDHUD). GCA is focusing on building institutional capacity among local municipalities in (a) improved management and financing of urban areas and (b) more inclusive and resilient urban infrastructure and services.

KUSP2 provides capacity building and infrastructure planning support to 79 urban areas across 45 counties in Kenya, with the aim of leveraging urbanization as the road to national modernization, promoting effective urban planning and management systems, through counties as primary providers of public service delivery. This will be achieved through five results areas (RA): (RA1) Strengthened institutions for urban service delivery; (RA2) Integrated planning for inclusive and resilient urban areas; (RA3) More inclusive and resilient urban

² AECOM. 2023. *Enhancement of Resilient Urban Planning and Infrastructure Investments in Urban Areas* reports. © World Bank, Washington, DC.



infrastructure and services; (RA4) Improved private sector engagement; and (RA5) Improved integrated development between refugees and host communities. GCA support enhances RA1 to RA4 under KUSP Component 2 *Subnational urban development capacity building and investments*.

To this end, GCA will provide technical support in the following subjects:

1. Support the development of risk-informed master plans.
2. Development of a Master class on urban resilience for counties and urban governments.
3. Technical support on Nature-based Solutions (NbS) for urban resilience.

3. Objective of the Assignment

The objective of the initiative is to provide the World Bank project task team and, through the WB, to SDHUD with actionable guidance to support project implementation on prioritizing, implementing, and operating and maintaining various Nature-based Solutions (NbS) that contribute to climate resilience of urban environments in Kenyan cities and municipalities.

This will be done through the development and delivery of (a) an inventory of existing NbS applications and related solutions in Kenya and the region, (b) a compendium of these NbS cases, (c) actionable recommendations for implementation, and (d) a Masterclass training module.

4. Scope of the Services and Key Tasks to be Performed

The work the Consultant is expected to conduct consists of five consecutive phases and subsequent deliverables.

1. Inception Phase

The inception phase ensures that GCA, the consultant, and relevant partners understand the goals and objectives, methods, and outputs of the project. It allows a short period for mobilization of the consultant team, familiarization of the issues and features, identification and familiarization with the data and information already collected, its availability, and quality. It will include the acquisition or procurement of any additional data.

The main output will be the inception report, a concise document that confirms the overall project scope and firms up the methodology (especially on how to ensure that the assignment will inform and impact implementation on the ground), time frame, and milestones.

The methodology will build on the [Nature-based Solutions Opportunity Scan \(NBSOS\)](#). This geospatial analysis aims to support identification of investments in urban NBS and will be conducted by the World Bank for a sample 5-6 of the KUSP2 cities before the start of this consultancy. The output of the of the NBSOS, which includes a PPT-deck with results and a geospatial data package, will be provided to the consultant. The NBSOS builds on the 14 generic NBS families as included in the [Catalogue of Nature-based Solutions for Urban Resilience](#). It is expected that the consultant will work with a set of NBS that is consistent with the families as defined in the 'Catalogue', but that these NBS families will be contextualized and further detailed to the context of Kenyan secondary cities in the compendium. The inception report will be developed in close coordination with GCA, through a kick-off meeting and follow-up meetings, as needed. The kick-off meeting should include participants from WB and Government of Kenya, besides the GCA team.



Deliverables:

D.1.1. Kick-off Meeting

D.1.2. Inception Report (draft & final)

2. Nature-based Solutions (NbS) Inventory

The aim of the NbS Inventory is to compile a long list of existing local and regional NbS in urban areas for highlighting the presence and feasibility of NbS to Kenyan stakeholders. As a first step, the Consultant will carry out a literature review, limited number of site visits, and a series of key informational interviews (in person whenever possible) to identify existing NbS in cities in Kenya and surrounding countries. The NbS examples identified for the inventory:

- Need to be in Kenya (if they are limited, then additional examples can be sought in the larger East Africa region with similar climatic properties);
- Address primarily the dual challenges of urban flooding and drought, but can also cover other climate risks such as urban heat-islands;
- Can vary in scale, but specific emphasis should be given to those that can inform large-scale or scalable application of NbS for climate resilient urban infrastructure in developing country contexts;
- Could have been developed intentionally or unintentionally;

For each of the NbS examples, the inventory needs to provide, but not limited to, the following information:

- Type (technical, policy, financial or a combination of either)
- Scale (national, regional, urban, neighborhood or other)
- Climate and other risks addressed
- Location
- List of stakeholders involved, with emphasis on inclusiveness and participation of vulnerable groups
- Cost/budget of the project
- Spatial requirements of the implementation
- Expected and/or real benefits, and additional benefits
- Time lag between implementation and materialization of impacts
- Maintenance requirements
- Photos and/or supporting visuals

The Consultant should also look at the list of projects funded by the [First Kenya Urban Support Program \(KUSP1\) and other WB-financed urban interventions](#), and include any suitable NbS examples in the inventory. Any missed opportunities to integrate NbS under KUSP1 financed projects should be noted to guide the prioritization in Phase 3.

The collected information should be presented in a way that would facilitate discussions of the consultation workshop in Phase 3.



Deliverables:

D.2.1. NbS Inventory (draft & final) – It can be in a presentation format to be presented during the consultation workshop.

3. Compendium of NbS for Urban Resilience in Kenya

The Consultant is expected to produce a detailed compendium of urban NbS implementable in Kenyan cities and municipalities within the scope of KUSP2.

This output will be informed by the data collected and analyzed during the NbS Inventory development phase. The NbS Inventory will be presented to relevant stakeholders and experts of the World Bank and the Government of Kenya at an in-person consultation workshop, to finalize a minimum of ten (10) different NbS intervention examples which will be covered in the compendium. The methodology for the consultation workshop and shortlisting should be clearly outlined in the technical proposal.

The selection of NbS for the compendium should prioritize interventions that:

- align with the grant eligibility criteria of KUSP2 (see Tables 4 and 5 in the [Project Appraisal Document](#)) and the Environmental and Social (E&S) Frameworks of the World Bank, and highlight the benefits to vulnerable groups,
- address main climate risks identified for 5 selected cities/municipalities (which will be identified during inception phase), which may require a rapid assessment of climate hazards in these cities,
- prioritize any NbS examples implemented under KUSP1 and other WB-financed projects and interventions which would have addressed the missed NbS opportunities in these projects, based on the findings during Phase 2.

The overall compendium report needs to improve understanding of NbS and the characteristics of scalable NbS typologies for urban resilience for Kenyan stakeholders. The Consultant is expected to document the short-listed NbS implementations through site visits and analyze these cases in detail.

Each NbS case presented in the compendium should include:

- Further detailing of all the information collected during NbS Inventory phase, using the “[A Catalogue of Nature-Based Solutions for Urban Resilience](#)” as the core reference on how to categorize information.
- Mapping of the stakeholders involved in the NbS development, and evaluate gaps and limitations in implementation and capacity; with emphasis on inclusiveness and participation of vulnerable groups,
- Documenting of potential challenges (e.g., enabling policy environment) encountered during implementation and/or success factors,
- Complementary “policy - financial – technical” nexus solutions that can help scale up or facilitate the uptake of the NbS,
- An indicative cost-benefit analysis that follows the GFDRR methodology “[Assessing the Benefits and Costs of Nature-Based Solutions for Climate Resilience: A Guideline for Project Developers](#),”
- Underline opportunities to create employment, especially for women and youth,
- General technical details, such as basic concept and/or technical designs



Deliverables:

- D.3.1. Consultation Workshop to Identify Key Urban NbS for Kenya
- D.3.2. Compendium of NbS for Urban Resilience in Kenya (draft & final)
- D.3.3. Site Visit Reports
- D.3.4. Repository of NbS Case Photos from Site Visits

4. Recommendations for Implementation

Previously, guidelines for project prioritization, design, delivery, and operations and maintenance for urban infrastructures were developed by AECOM. This task is aimed at incorporating an NbS lens to these guidelines. The Consultant is expected to:

- Summarize barriers and opportunities for scaling up NbS identified during the development of the compendium;
- Identify key policies and documents to integrate the NbS lens;
- Suggest integration of NbS into relevant policies, regulations, standards, financing mechanisms, and practices that would facilitate uptake implementation of NbS in Kenyan cities, particularly enabling the implementation of the NbS proposed in the compendium, especially in the 5 targeted cities;
- Highlight ways to improve inclusion of vulnerable groups in the stakeholder ecosystem.

The Consultant will organize an in-person validation workshop with relevant stakeholders, including WB and Government of Kenya to finalize the output of this phase.

Deliverables:

- D.4.1. Recommendations for Implementation (draft & final)
- D.4.2. Validation Workshop

5. NbS Training-of-Trainers module

GCA is developing Kenya Urban Climate Resilience Masterclass (UCRMC) training curriculum. The Consultant is expected to contribute to this work with a module on NbS. This will help ensure training participants are provided with guidance on real world applications of NbS, and have enhanced capacity on how to implement NbS within KUSP2. This module will be delivered during a Training-of-Trainers, targeting city planning, architecture, engineering, environment and climate change specialist staff both at the national and city/municipal levels.

The training will be presented in PowerPoint (ppt) format, and should be accompanied by a training manual with recommended reading materials and other resources.

The consultant is expected to allocate 2 months period to continue supporting the KUSP2 project and the UCRMC in relation to the dissemination of NbS Compendium and the ToTs.

Deliverables:



D.5.1. NbS Training-of-Trainers Module (draft & final)

D.5.2. Summary Note on the continuation of support to KUSP2 and UCRMC

5. Deliverable Schedule

The outputs expected from the Consultant and the timelines are summarized as follows:

	Deliverable		Deadline (tentative)
D.1.1.	Kick-off Meeting		15 May 2024
D.1.2.	Inception Report	Draft	15 May 2024
		Final	31 May 2024
D.2.1.	NbS Inventory	Draft	15 July 2024
		Final	30 July 2024
D.3.1.	Consultation Workshop		30 August 2024
D.3.2.	Compendium of NbS for Urban Resilience in Kenya	Draft	30 August 2024
		Final	15 September 2024
D.3.3.	Site Visit Reports		15 September 2024
D.3.4.	Repository of NbS Case Photos from Site Visits		15 September 2024
D.4.1.	Recommendations for Implementation	Draft	15 September 2024
		Final	30 September 2024
D.4.2.	Validation Workshop		15 September 2024
D.5.1.	NbS Training-of-Trainers Module	Draft	15 October 2024
		Final	31 October 2024
D.5.2.	Summary Note on the continuation of support to KUSP2 and UCRMC		31 December 2024

These outputs should be written in English, and of satisfactory quality suitable for sharing with the Government of Kenya. GCA may hold biweekly meetings with the Consultant to discuss any pending issues and to track progress.

Bidders are expected to include in their proposed work plan a more detailed breakdown of the timeline in weeks or days, as appropriate.

6. Institutional and Organization Arrangements

The contracting agency is GCA and is responsible for the final approval of deliverables. The Consultant will report to and will be supported by the delegated Water and Urban team member.

7. Qualifications

Four (4) key experts and minimum two (2) local support experts are required to carry out the assignment. The Team Leader should have international experience and can either be the Nature-based Solutions Expert or the Urban Development Expert. In addition to the local support experts, at least one of the key experts should be local. The proposal should indicate Level of Effort (man-days).s. For example, 110 days for a senior consultant and 220 days for a mid-level consultant.



Any cost for support staff shall be included in the consultant’s financial offer as needed. Only the CVs for key experts should be submitted with the proposal. Key experts included in the proposal need to be available for a minimum of six months and can be only replaced with better or equally qualified experts upon approval by GCA.

No more than seven CV’s should be submitted. In case of submission of over seven CV’s, only the first seven will be evaluated.

Role	Requirements
Sr. Nature-based Solutions Expert	<p>A minimum of 8 years’ experience and at least 5 project references are required. Experience and project references should be related to:</p> <ul style="list-style-type: none"> • Environmental science and ecology with a deep understanding of NbS and their environmental impacts. • Application NbS to (large scale) infrastructure design and implementation, urban development. • Experience in Africa and informal settlements in Africa. <p>At least a Master’s Degree in Civil Engineering, Environmental Engineering, Landscape Architecture, Environmental Science, Ecology, Sustainable Development or a field related NbS and engineering.</p>
Sr. Urban Development Expert	<p>A minimum of 8 years’ experience and at least 5 project references are required. Experience and project references should be related to:</p> <ul style="list-style-type: none"> • Integration of NbS into (large scale) urban infrastructure planning, design, and implementation. • Knowledge on areas such as geospatial analysis, hydrological modelling, structural engineering, climate resilience or related fields • Proficiency in sustainable urban development principles and practices. • Experience in Africa and informal settlements upgrading in Africa. • Advising on, developing or managing large-scale urban infrastructure investment projects, especially with Multilateral Development Banks. • Stakeholder engagement. <p>At least a Master’s Degree in Urban Planning, Architecture, Engineering or a field relevant to urban planning and development.</p>
Development Economist Expert	<p>A minimum of 5 years’ experience and at least 3 project references are required. Experience and project references should be related to:</p> <ul style="list-style-type: none"> • Economic and financial cost-benefit analyses for NbS and/or climate adaptation solutions. • Experience in Africa and informal settlements in Africa is desirable. <p>At least a Master’s Degree in Economics, Development Economics or Environmental Economics</p>
Social Development Expert	<p>A minimum of 5 years’ experience and at least 3 project references are required. Experience and project references should be related to:</p> <ul style="list-style-type: none"> • Hands-on experience in the development and assessment of community-level processes and stakeholder consultation. • Experience in urban Africa and secondary cities in Kenya is desirable.



	At least a Master's Degree in Sociology, Social Sciences, or related field.
Local Experts	Local experts must have at least 5 years' experience or at least 5 project references related to the scope of work, especially in the areas of green infrastructure development and economic analysis of projects. The local experts should complement the above mentioned experts and are in charge of on the ground data collection, local stakeholder management and organization of local meetings.

8. Location and Period of Execution

Some tasks can be executed remotely, and some require Kenya and/or East Africa presence as described in the scope and in the expert profiles. The consultation and validation workshops are required to be organized in person. The local team members are expected to carry out as necessary site visits as needed to compile the information for the compendium.

The expected duration of the assignment is 6 months (from May 2024 to October 2024), with additional 2 months of ongoing support for KUSP2 and UCRMC.

9. Payment Schedule

1. **First payment:** 20% of the Fee after completion of Deliverables 1.1 to 1.2 by the Consultant and approval by GCA;
2. **Second payment:** 25% of the Fee after completion of Deliverables 2.1 to 3.1 by the Consultant and approval by GCA;
3. **Third payment:** 35% of the Fee after completion of Deliverables 3.2 to 4.1 by the Consultant and approval by GCA
4. **Fourth payment:** 10% of the Fee after completion of Deliverable 5.1 by the Consultant and approval by GCA
3. **Final payment:** The remaining 10% of the Fee after all Deliverables and the final result are successfully achieved by the Consultant and approval by GCA.

10. Services and Facilities to be provided by GCA

GCA will not be responsible for services/facilities such as office space and vehicles, liaising with stakeholders, or providing access to databases.

11. Services and Facilities to be provided by the Consultant

Obligations of the consulting firm: The consultant will be responsible for the collection of primary and secondary data and for any logistics and costs related to missions.

Team members: Any changes to the core team can only be made with prior written approval from GCA, with replacement by candidates with equal or better qualifications.



Annex 4: Financial Proposal Form

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

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

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

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

Part 1:

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

[Bidder's Name]	
Description	Total Lump Sum Fee
D.1.2. Inception Report (draft & final)	
D.2.1. NbS Inventory (draft & final)	
D.3.1. Consultation Workshop to Identify Key Urban NbS for Kenya	
D.3.2. Compendium of NbS for Urban Resilience in Kenya (draft & final)	
D.3.3. Site Visit Reports	
D.3.4. Repository of NbS Case Photos from Site Visits	
D.4.1. Recommendations for Implementation (draft & final)	
D.4.2. Validation Workshop	
D.5.1. NbS Training-of-Trainers Module (draft & final)	
D.5.2. Summary Note on the continuation of support to KUSP2 and UCRMC	
Total Firm Fixed Price (EUR)	

I, the undersigned, declare and confirm that the submitted Total Firm Fixed Price is:

1. In Euros,
2. Fixed and not subject to revision,
3. Economical, in line with prevailing market rates and/or the approved professional charges,
4. Independent of exchange rates,



5. Inclusive of all costs directly and indirectly related to the performance of the contract (e.g. taxes, management fees, travel costs, per diem allowances/DSA, International flights, airport transportation, insurance, profit, training expenses, communication costs, social costs, overheads, administrative costs, printing, rent, office expenses, shipment of personal effects, contract management costs, etc.), and
6. Exclusive of VAT.

Furthermore, I declare that should the Global Center on Adaptation (GCA) discover any contravention of this declaration before contract award, during contract execution, or after contract completion, I (the undersigned) hereby give the Global Center on Adaptation full authority to:

- Reject our offer and withdraw from awarding us a contract without financial consequences to GCA;
- Terminate the contract without further communication;
- Exclude us/me from participating in future procurement opportunities.

Bidder’s Authorized Representative:

Position:

Date:

Signature (authorized representative):

Part 2:

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

For joint proposals, where the lead partner indicates the costs/prices of other partners/subcontractors in the breakdown below, such costs/prices shall be inclusive of all taxes where applicable. The lumpsum amount submitted by the lead partner in Part 1 above shall be exclusive of VAT.

Categories	Unit of Measure	Quantity	Unit Rate	Total Fee (EUR) Excl VAT	Local sub-contractor VAT where applicable (outside EU)	Total Fee Incl local VAT (outside EU only)
Remuneration						
Nature-based Solutions Expert	Day					
Urban Development Expert	Day					
Development Economist Expert	Day					



Social Development Expert	Day					
Local Experts	Day					
Total						
Reimbursables						
Total						
Other Expenses						
Total						

Failure to submit a financial proposal or submission of an incomplete or ambiguous financial proposal may lead to rejection of the proposal without further evaluation.

Examples of reimbursable/other expenses that may be related to the execution of the services.

S/N	Reimbursable/Other Expenses
1.	Taxes, social costs
2.	Management fees
3.	Travel/Transportation costs (flights, rental cars, taxis, etc.)
4.	Airport transportation
5.	Per diem allowances/DSA
6.	Insurance (all types)
7.	Training, certification expenses
8.	Communication costs; phone calls, video conferencing, fax and mailing
9.	Overheads
10.	Administrative costs, office supplies and equipment, shipping and courier services
11.	Utilities (electricity, water, internet, phone)
12.	Printing, photocopying and stationery
13.	Hotel/accommodation, rent
14.	Shipment of personal effects
15.	Contract management costs
16.	Software licenses, software development, cloud services, Data Storage Costs
17.	Conferences, workshops and seminars
18.	Costs associated with data collection
19.	Subscription fees for industry reports or databases
20.	Organizing client meetings or events
21.	Venue rental and catering expenses
22.	Fees for subcontractors or specialists hired for specific tasks
23.	Costs associated with third-party services
24.	Legal fees related to the assignment



25.	Translation services
26.	Market research
27.	License and Permit Fees
28.	Health and Safety Compliance
29.	Environmental Impact Studies, Survey and Geotechnical Reports
30.	Government fees
31.	Security clearance costs

Annex 5: Contract for Services

CONTRACT NO. [INSERT NUMBER]

BETWEEN

THE GLOBAL CENTER ON ADAPTATION

AND

[CONTRACTOR]

FOR

[CONTRACT TITLE]



**GLOBAL
CENTER ON
ADAPTATION**

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

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

WITNESSETH

WHEREAS:

anne

- a) The GCA acts as a solutions broker, bringing together governments, the private sector, civil society, intergovernmental bodies, and knowledge institutions that can accelerate adaptation action;
- b) Related to the above-mentioned mission, the GCA indicated a necessity for services related to **[Contract title/description of the services]**;
- c) The Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience, and that it is fully qualified, ready, willing and able to provide such services in accordance with the terms and conditions set forth in this Contract;
- d) The Parties elect to enter into a contract only on the basis of a contract for services within the meaning of Article 7:400 and further of the Dutch Civil Code (*BW*);
- e) The Parties explicitly acknowledge that they do not elect to enter into an employment agreement within the meaning of Book 7610 and further of the Dutch Civil Code;
- f) The Parties explicitly acknowledge that a fictitious employment (“*fictieve dienstbetrekking*”) of homeworkers (“*thuiswerkers*”) or equivalent workers (“*gelijkgestelden*”) as referred to in Articles 2b and 2c of the Implementing Decree Wage Tax Act 1965 (*Uitvoeringsbesluit Loonbelasting 1965*) and Articles 1 and 5 of the Decree of December 24, 1986, Stb. 1986, 655 are out of scope and therefore agree upon this contract before payment;

- g) This Contract is consistent with the model contract ("*modelovereenkomst*") published by the Dutch Tax Authorities (DTA) on 29-02-2016 under number 9015550000-06-2;
- h) The Parties wish to set out the terms and conditions of their agreements in this contract (hereinafter referred to as the "**Contract**").

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

ARTICLE 1

1. Contract Documents

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

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

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

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

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

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

1.5 The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be

construed, for any purposes or under any circumstances, as creating any such rights or obligations:

1.5.1 Request for Proposal GCA-PR-2X-XXX dated 7 May 2024,

1.5.2 Addenda No. XX, XX dated 7 May 2024, 7 May 2024 respectively,

1.5.3 The Contractor's bid in response to Request for Proposal GCA-PR-2X-XXX.

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

ARTICLE 2

2. The Services

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

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

ARTICLE 3

3. Execution of Services

3.1 The GCA instructs the Contractor to perform the Services and the Contractor accepts the full responsibility to perform the Services, 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

4. Duration of the Contract

- 4.1 The Services will start on **[Date]** (hereinafter referred to as the "Effective 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

5. Fee, Invoice and Payment

- 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, including professional fees, and (ii) all costs incurred by the Contractor during the performance of Services, including reimbursable costs. 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 Invoicing for the Services will be carried out by the Contractor in accordance with the following schedule:

[REMOVE THE RED TEXT] [Note: the number of payments chosen shall be reasonable for the duration and amount involved. The deliverables and milestones that are referred to below shall be very clearly defined in the annex (TOR or SOW – as applicable). In case of an amount up to EUR 5,000 there will be one payment at the final delivery, e.g. 100% after the delivery of all milestones]

5.2.1 **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**;

5.2.2 **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**;

5.2.3 **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.

5.3 All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable.

5.4 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.

5.5 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.

5.6 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.

5.7 Subject to the approval by the GCA, the invoices of the Contractor shall be paid by GCA within thirty (30) calendar days of receipt.

5.8 The GCA will transfer the payments to the following Contractor's bank account:

Bank account holder's full name:	
Name and address of recipient's bank:	
Recipient's account number/IBAN:	
Recipient bank's SWIFT or BIC code:	
Recipient bank's routing information:	
Bank account currency:	

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

ARTICLE 6

6. Deliverables

- 6.1 Upon the delivery of the Deliverables or any portion thereof in accordance with Article 2, GCA will evaluate the same whether to accept or reject.
- 6.2 If the Deliverables or any portion thereof fails GCA's acceptance test, the GCA will inform the Contractor of the reasons for such failure. The Contractor will endeavor to identify and remedy the cause for any such defects within the due dates as set out in the description of the Services, or another such period as may be agreed between Parties. The Contractor will re-deliver the Deliverables or any portion thereof to GCA. GCA will repeat the acceptance test and will inform the Contractor of the result thereof.
- 6.3 If following the procedure set out in Article 6.2 any Deliverables or portion thereof fails in a material respect to pass any repeated acceptance test, then Parties may agree:
- 6.3.1 To repeat the procedure set out in Article 6.2; or
 - 6.3.2 To engage a third party with equivalent industry experience to identify and rectify any defects, the costs of which shall be borne by the Contractor; or
 - 6.3.3 To terminate this Contract on immediate written notice and the GCA shall owe the Contractor no further payments in respect of the rejected Deliverables and any prepayments relating to these undelivered Deliverables shall be paid back by the Contractor to GCA.

ARTICLE 7

7. Representations and Warranties

- 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

8. Indemnification

- 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

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, or (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.

ARTICLE 10

10. 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

11. Termination of the Contract

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

12. Liability

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

ARTICLE 13

13. Sickness and Inability to Work

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

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

ARTICLE 14

14. Final Provisions

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

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

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

- 14.4 Contractor shall not be entitled to assign or otherwise transfer this Contract nor any of its rights or obligations under this Contract without the prior written consent of the GCA.
- 14.5 If at any time one or more of the provisions of this Contract becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired.
- 14.6 The Contractor and the GCA must always inform each other about:
 - 14.6.1 Possible problems arising in the performance of this Contract;
 - 14.6.2 Relevant changes that can be expected in the relation to the Services or this Contract.
- 14.7 Both Parties consent that this Contract, together with its amendments, may be signed electronically and such electronic signature shall be deemed valid.
- 14.8 The contact persons and contact details regarding the content and delivery of the Services are:
 - For GCA (Technical):** [name], [email], [telephone]
 - For GCA (Contract Management):** Procurement Team, procurement@gca.org
 - For Contractor:** [name], [email], [telephone]

ARTICLE 15

15. Applicable Law

15.1 This Contract and any agreement resulting from this Contract shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute shall be settled exclusively by the 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:
[Insert Contractor's Name]

Name: Prof. Dr. Patrick Verkooijen
 Position: Chief Executive Officer
 Date:

Name:
 Position:
 Date:

16. Annex 1 – Statement of Acknowledgment

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

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

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

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

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

Signature:

Name:

Date:

17. Annex 2 – Declaration on Honor

18. Annex 3 – Terms of Reference/Statement of Work/Specifications