



GLOBAL
CENTER ON
ADAPTATION

REQUEST FOR PROPOSALS

FRAMEWORK AGREEMENT (MINI-COMPETITION)

FOR

Framework Agreement for Public Private
Infrastructure Resilience Accelerator Services in
Africa

RFP Ref: GCA-PR-24-615

CLOSING DATE: 3rd January 2025

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: 15th November 2024

Table of Contents

1.	Introduction	4
1.1	Introduction to the Global Center on Adaptation (GCA)	4
1.2	Introduction to the Infrastructure and NBS Program	4
1.3	Introduction to this Request for Proposals.....	5
1.3.1	Purpose of this Request for Proposals (RFP).....	5
1.3.2	Information about the Framework Agreement.....	6
1.3.3	Indicative Procedure Timetable	7
2.	Submission and Opening of Proposals.....	7
2.1	Submission of the Proposal.....	7
2.3	Signature of the Proposal.....	9
2.4	Validity of the Proposal.....	9
2.5	Communication during the Tendering Process.....	9
2.6	Bid Opening and Evaluation of Proposals	10
2.7	Proposal Presentations and Interviews	10
3.	Scope of Services.....	10
4.	Joint Proposals and Subcontracting.....	10
5.	Evaluation of Proposals and Bidders.....	11
5.1	Exclusion Criteria.....	12
5.2	Selection Criteria	12
5.3	Award Criteria	14
5.4.	Content of the Technical Proposal.....	15
6.	RFP Cancellation.....	16
7.	Ownership of Proposals submitted.....	17
8.	Liabilities for Errors	17
9.	Additional Provisions	17
	Annex 1: Bidder Identification Form.....	18
	Annex 2: Declaration on Honor.....	20
	Annex 3: Scope of Work/Terms of Reference	24
	Annex 4: Framework Agreement.....	31

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
PPP	Public-Private Partnership
R4I	Research for Impact
RFP	Request for Proposal
VAT	Value Added Tax

1. Introduction

1.1 Introduction to the Global Center on Adaptation (GCA)

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

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

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

1.2 Introduction to the Infrastructure and NBS Program

As a solutions broker for climate change adaptation, GCA responds to country client demands where there is an opportunity to significantly scale up climate resilience through mainstreaming climate adaptation in large-scale infrastructure investment projects to ensure impact on the ground, improved access to actionable knowledge; and focused advocacy on opportunities and innovations for prioritizing climate adaptation resilient investments. GCA’s interventions support Multilateral Banks (MDBs) and Governments starting with developing climate data and analytics for large-scale infrastructure projects. The climate data and analytics assist in identifying and appraising adaptation and resilience options for infrastructure investments, assets and operations.

GCA’s work program in Africa is designed to support in changing the momentum and pace of adaptation in Africa. Guiding GCA’s program in Africa is the Africa-owned and Africa-led Africa Adaptation Acceleration Program (AAP), co-created with the African Development Bank Group (AfDB) to implement the vision of the Africa Adaptation Initiative to support African countries on key adaptation initiatives.

The Africa Infrastructure Resilience Accelerator (AIRA) Pillar of AAP has the goal to scale up investment for climate resilient infrastructure in key sectors such as energy, water, and transport to help the continent close the infrastructure gap and achieve sustainable development in the face of climate change. It will ensure that climate risks and resilience are considered for at least 50% (by value) of new infrastructure projects in Africa.

In contrast to other regions, 70% of the infrastructure for Africa is yet to be built. The AfDB estimates suggest that Africa's infrastructure needs are around US\$130-170 billion a year, with an investment gap of over 50-60% of that amount. The continent has around US\$100 trillion in assets, but is lagging in terms of quantity, affordability, and quality of infrastructure, which is limiting the continent's economic growth by an estimated 2% of GDP per capita.

This infrastructure gap presents a challenge for countries and people, but it also provides an opportunity to ensure that climate change is mainstreamed through all new infrastructure planning and investments going forward. In addition, while financing resilient infrastructure assets is critical, it is increasingly important for countries in Africa to ensure that these investments translate into resilient and equitable infrastructure services.

AIRA addresses key barriers to integrating adaptation and innovative Nature Based Solutions (NBS) into infrastructure projects by delivering upstream analysis and support to develop information and metrics on hazards, exposure, and vulnerability. Specific interventions include providing:

- High resolution climate risk assessments for the project assets and the landscape surrounding the assets;
- Adaptation and resilience design and investment options appraisals that price the costs of benefits of potential interventions, including NBS; and
- Transaction advisory support to allocate climate risk within the financing plan for the project, especially in the contexts of public-private partnerships (PPP).

The AIRA portfolio of projects includes technical support to infrastructure investments in assets across the energy sector, including renewable energy projects, transport, water, and other.

1.3 Introduction to this Request for Proposals

1.3.1 Purpose of this Request for Proposals (RFP)

GCA is launching this RFP to solicit competitive proposals and select Service Providers (up to 12) to enter into a Framework Agreement. The selection process aims to ensure that the final selected Service Providers are of the highest caliber professionally, technically and ethically to implement and execute the necessary services.

Procurement agency and contact information

This RFP is issued by the Global Center on Adaptation (GCA), Antoine Platekade 1006, 3072 ME Rotterdam, The Netherlands. The Global Center on Adaptation (GCA) is registered as a Foundation with the Dutch Chamber of Commerce under registration number 76050475.

Disclaimer

This RFP does not oblige the Global Center on Adaptation to award a contract or complete the project and the Global Center on Adaptation reserves the right to cancel the solicitation if it is considered to be in its best interest.

Eligibility of potential vendors

This tender is open to organizations worldwide. We welcome any interested parties to submit a proposal according to the details for eligibility presented in this document.

1.3.2 Information about the Framework Agreement

1.3.2.1 Purpose and Duration

GCA intends to enter into a Framework Agreement for the procurement of services with the terms of reference (TORs) outlined in this Solicitation Document, as required during the term of the Framework Agreement. The GCA will not be obliged/committed to purchase any minimum quantity of these services, and GCA shall not be liable for any cost in the event that no purchases are made under any resulting Framework Agreement.

The proposed Framework Agreement shall be valid for an initial period of **one (1) Year, with a possible renewal for an additional period of two (2) Years (based on the satisfactory performance of the supplier), availability of funds and on mutual agreement of both the GCA and the supplier.**

1.3.2.2 Financial Envelope and Work Orders

The maximum financial envelope for the required period of services during the entire Framework Agreement period referred to herein, is estimated at EUR 4,500,000 (Four Million Five Hundred Thousand). Individual Work Orders will be issued per assignment, on the basis on a firm fixed total price per work order (see conditions in Framework Agreement contract provided in Annex 4), under the terms and conditions of the Framework Agreement.

The services described in this Request for Proposals will operate and be implemented on an on-demand basis as and when required, within the terms and conditions of the Framework Agreement. The indicative envelope budget mentioned above is estimated to cover 20 (twenty) projects. The by-default consultation period from request for proposals publication to deadline for submission will be 4 (four) weeks unless described otherwise in the subsequent solicitation documents.

1.3.2.3 Estimates and Commitments

Under the provisions of this Request for Proposals, it is also highlighted that a Framework Agreement is not in itself a commitment to procure services. Purchases will be made against Work Orders to be issued by the GCA in accordance with the terms and conditions of any resulting Framework Agreement. Actual quantities to be purchased will vary from Work Order to Work Order.

Any quantities outlined in this Solicitation Document are an estimated forecast of the total requirement for the duration of the Framework Agreement, if so specified, an estimated forecast for the annual requirement. Any estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of GCA regarding any quantity for future purchases.

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

GCA is intending to award the Framework Agreement to 12 Top Ranked Service Providers (highest scores) resulting from the Technical scoring, or other appropriate award criteria of this RFP.

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

1.3.2.4 Draft Framework Agreement

The draft Framework Agreement, inclusive of GCA's contractual terms and conditions, is attached as an Annex for reference. **No modifications to the Framework Agreement will be made after the deadline for clarification requests.** Bidders are invited to submit any clarification request regarding the draft Framework Agreement before the closing date for clarifications (refer to paragraph 2.5 of the RFP). Submission of a proposal implies acceptance of the conditions outlined in this Request for Proposal and the attached Draft Framework Agreement.

1.3.3 Indicative Procedure Timetable

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

Activity	Estimated date
Request for Proposals published/issued	15 th November 2024,
Deadline for sending a request for clarifications to GCA	16 th December 2024,
Deadline for submission of proposals	3 rd January 2025,
Bid opening	3 rd January 2025,
Evaluation of the proposals	13 th January 2025,
Notice of intent to award (NOITA)	20 th January 2025,
10 days standstill period	20 th January -31 st January 2025,
Signature of Framework Agreements	7 th February 2025 -21 February 2025

Please note: the abovementioned dates are indicative, however GCA will try to keep them as much as possible. We will also kindly ask that the Framework Agreement is signed **within 2 (two) weeks** after the Framework Agreement signed by GCA is provided to the winning bidders. Kick-off meeting and the first RFPs for specific works under this Framework Agreement are planned for February 2025 and therefore the aim is to have the Agreement signed by the early February 2025.

2. Submission and Opening of Proposals

2.1 Submission of the Proposal

If you are interested in participating in this "Request for Proposal", you are requested to submit your proposal no later than **3rd January 2025, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET).**

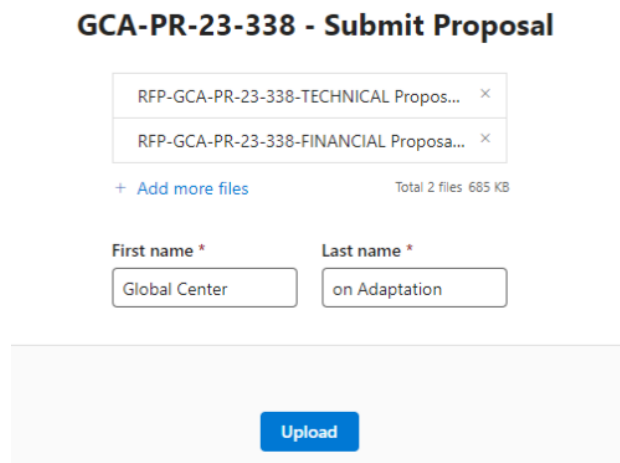
Bidders are cautioned that the timing of submission is based on when the proposal is received by the GCA, not when a proposal is submitted by a bidder. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, bidders should plan to submit

proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Bidders submitting near the Submission Deadline do so at their own risk.

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

Your proposal and all supporting documents must be submitted to the following link [GCA-PR-24-615 - Framework Agreement Submissions](#) in **PDF format (25MB maximum size)**, must reach GCA within the deadline stipulated above. Submissions requesting GCA to click on links to download documents shall not be accepted. When uploading the Proposal, the first and last name must be the name of the organization submitting the Proposal as shown in an exemplary screenshot below.

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 *

Global Center on Adaptation

Upload

The proposal must be drafted **in English**.

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 20 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.
- **All the supporting documentation** in relation to the evaluation criteria.
- Technical proposal must have the Reference **RFP-GCA-PR-24-615-TECHNICAL Proposal** in the name of the file.

- Proposals which do not comply with these requirements, e.g. 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 call 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.

2.3 Signature of the Proposal

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

2.4 Validity of the Proposal

The proposal must be valid for the period of 90 days from the deadline of proposals as indicated in Section 2.1. The bidder shall provide a statement confirming the period of validity of its proposal when submitting the required documents for this RFP.

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

2.5 Communication during the Tendering Process

The point of contact for all questions or requests for additional information is **procurement@gca.org**. All contact with personnel employed by the Global Center on Adaptation with respect to this RFP is prohibited, except for messages to the above email address. Improper contact may constitute grounds for rejection of your proposal. All inquiries regarding this RFP must be submitted in writing. Interest to bid and questions shall be sent to the above email address before the date mentioned in the timeline and must be labelled "**Clarification request - Ref GCA-PR-24-615 - Framework Agreement for Public Private Infrastructure Resilience Accelerator Services in Africa**". Each inquiry must include the inquirer's name, firm and telephone number. The Global Center on Adaptation will share the answers to all questions of a reasonable nature with all the parties that have expressed their interest.

Clarifications by GCA will be communicated, in a suitably anonymous form, to all Bidders on the GCA website and/or by email. No approach of any kind in connection with this request for proposal should be made to any other person within, or associated with, GCA. Failure to adhere to this requirement may result in exclusion from this Call for Proposals. Please note that GCA will not enter a detailed discussion on the requested services at this stage.

The closing date for clarifications concerning this Call for Proposals is **16th December 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.

2.6 Bid Opening and Evaluation of Proposals

The proposals received will be opened strictly by the Evaluation Committee/Procurement Officials, in line with the Bid opening schedule as indicated in Section 1.3.3. The evaluation of proposals will follow the procedure described in Section 5.

2.7 Proposal Presentations and Interviews

GCA may request all Bidders who have passed the Selection Criteria stated in Section 5.2 of this Call for Proposals to present their proposals to the GCA Evaluation Committee by video link or online meeting. Further details will be communicated to invited short-listed Bidders closer to the time if required by GCA.

3. Scope of Services

Within the current Request for Proposal, bidders are requested to provide a comprehensive response to GCA's requirements, in the "Technical Section" of their submission (see the section related to the Content of the Proposal), to demonstrate their understanding of GCA's work and their technical capacity to implement the activities outlined in the Scope of Work/Terms of Reference (Annex 3).

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

4. Joint Proposals and Subcontracting

A Bidder may submit a proposal as a single entity or partner with other Service Providers to present a proposal either by submitting a joint proposal or through subcontracting. Proposals may also combine both approaches. The legal status and role of each legal entity shall be clearly described in the proposal.

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

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

5. Evaluation of Proposals and Bidders

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

- Verification that the bidder fulfils the Exclusion Criteria in Section 5.1 and that it is not in one of the situations covered by the exclusion criteria listed in EU Directive 2014/24/EU.
- Verification that the bidder has the appropriate capacities to perform the contract based on the Selection Criteria described in Section 5.2 (only for those bidders that were not excluded based on the Exclusion Criteria).
- Evaluation of the bidder based on the Award Criteria described in Section 5.3 (only for those bidders that have met the Selection Criteria). Scoring for each Award Criterion will be conducted using the following scale:
 - Excellent
 - Good
 - Average
 - Below average
 - Poor
- 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.

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

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

In the interests of transparency and equal treatment and without being able to modify their proposals, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Requests for clarifications will only seek minor clarifications of information already submitted by the bidder. No modifications to a proposal can

be sought or accepted through a request for clarification (except for the correction of arithmetical errors discovered during the evaluation of the proposal).

5.1 Exclusion Criteria

Participation in this Call for Proposals 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 Call for Proposals if they are found to be in one of the situations for exclusion or fail to submit the above-mentioned declaration.

5.2 Selection Criteria

Bidders will be evaluated against each Selection Criterion based on the documentary evidence submitted by the bidder. Failure to submit the evidence requested will lead to a rejection of the proposal. Bidders will be evaluated against the Selection Criteria on scoring 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:

5.2.1 Professional and Legal Capacity

Criterion	<ul style="list-style-type: none">• International contractors/companies must be a registered entity in their home country regulatory agency, as and where applicable, for a minimum of 5 years.• All Bidders must have a current team of at least 10 staff members.• Must be fully insured, as relevant to enter into the Framework Agreement (draft Annex 4) and fulfill potential assignments within the Scope of Services (Annex 3). (Responsibility for the projects is assumed by the lead partner; therefore, full insurance coverage is required for the lead partner. It is highly recommended that the lead partner also ensures adequate security by obtaining similar insurance coverage from the other partners. Only the insurance documentation of the lead partner is required to be presented to GCA.)
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.• Provide evidence of the employers' liability, public liability insurance (and professional liability or indemnity if appropriate) held by the Bidder. The evidence should include the name of the insurers, policy numbers, expiry dates and limits for any one incident and annual aggregate caps and the excesses under the policies.

5.2.2 Financial and Economic Standing

Criterion	<ul style="list-style-type: none"> • Have financial resources and overall financial capabilities to perform with sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. • Financial capability tests will be run. Liquidity: Average Current assets / Current liabilities over the last 3 years must be ≥ 1 <p>The financial capacity of only the lead firm will be reviewed.</p>
Documentary evidence	<ul style="list-style-type: none"> • Have good financial standing as documented through audited financial statements for the last 3 fiscal years through independently audited financial statements (including Balance Sheet, Profit & Loss Account, Cash flow statement, and the Statement of Shareholder's Equity) signed by registered auditor(s), which must be submitted in English.

5.2.3 Technical Standing

Criterion	<ul style="list-style-type: none"> • At least 10 years of company experience in infrastructure projects across sectors and African countries, working with private and public stakeholders, including Government Ministries, Departments and Agencies (MDAs), International Finance Institutions (IFIs), International Organizations (IOs), and other relevant stakeholders. • At least 5 years of company experience in climate risk assessment for infrastructure, including the collection, analysis and modelling of high-resolution climate hazard data and the development of geospatial tools to visualize climate hazard to infrastructure assets and services. Please highlight your relevant experience with projects developed in the last 5 years. • At least 5 years of company experience in identification, prioritization and integration of adaptation and resilience measures (i.e., engineered and natural solutions) for infrastructure projects, including financial analysis (e.g., cash-flow modelling) of the costs and benefits of these solutions and the development of technical guidelines for infrastructure resilience. Please highlight your relevant experience with projects developed in the last 5 years. • Experience in the organization of capacity building and knowledge transfer activities, such as climate risk dialogues and/or consultations with stakeholders, to discuss challenges and opportunities to integrate adaptation and resilience into infrastructure projects. Please highlight how capacity building and knowledge transfer activities were incorporated in at least the project examples mentioned above.
Documentary evidence	<ul style="list-style-type: none"> • Company profile and bidder's experience summarized in a reference table with at least three (3) and up to five (5) examples of references for similar assignments as outlined in the four bullet points of the criterion section. In case of declared subcontractors, subcontractors can be included in those references. • The company profile should also be provided for the other Service Providers in the case of a joint proposal, with clear reference to the roles of each company in the consortium.

Bidders will be evaluated against each selection criterion on the basis of the documentary evidence submitted by the Bidder. Failure to submit the evidence requested will lead to a rejection of the proposal. Bidders will be evaluated with a view of either passing or failing the Selection Criteria. Bidders who meet the Selection Criteria will be put on an equal footing for the next stage of the evaluation process on the basis of the Award Criteria.

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

5.3 Award Criteria

The Framework Agreement shall be awarded to **Six (6) to twelve (12) top ranked bidders that obtained the minimum score (threshold) or more** in accordance with the Award Criteria in the table below, provided that there are enough acceptable tenders to meet this requirement. Should more than twelve (12) proposals obtain the minimum required score in all Award Criteria, GCA may consider awarding Framework Agreements up to fifteen (15) top ranked bidders, based on the total score, if the bidders are within 3 points of the 12th ranked bidder. The Award Criteria will be calculated based on a total of 100 points for the Technical Criteria (TC). There is no Financial Proposal required at this stage, as financial proposals will be requested and evaluated for each Mini-competition process.

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

Award Criteria	Maximum Score	Minimum Score (Threshold)
TC.1. Bidder’s technical, regional and sectorial experience	40	24
TC.1.1. Experience in state-of-the-art climate analytics, including modelling high-resolution climate hazard data, and spatial analysis of climate risk.	5	
TC.1.2. Experience in the identification, design and implementation of engineering options for infrastructure climate adaptation and resilience.	5	
TC.1.3. Experience in the identification, design and implementation of Nature-Based Solutions (NBS) to address climate risks.	5	
TC.1.4. Experience in financial modelling to quantify the costs and benefits of climate adaptation and resilience options, including NBS.	5	
TC.1.5. Experience in quantifying socio-economic indirect impacts of climate risks to infrastructure systems and potential benefits from adaptation and resilience, especially disaggregated per gender through gender-sensitive methodologies and/or robust gender analysis, and, to inform investments and policy-level decision making.	5	
TC.1.6. Experience in infrastructure projects (Design, Construction, and/or O&M), across the following sectors: transport (e.g., roads, rail), logistics, (e.g., sea and inland ports), renewable energy (e.g., solar energy, support infrastructure such as storage, transmission, and distribution). Experience in one of the following additional sectors: health and education networks of facilities, coastal and marine infrastructure, dams and flood control infrastructure, urban infrastructure services (e.g., Bus Rapid Transit networks and Solid Waste Management), agriculture services (e.g., digital technologies for agricultural services), ICT (e.g., communication and disruptive technologies).	5	
TC.1.7. Experience in PPPs for infrastructure projects across relevant sectors (as outlined in TC.1.6)	5	
TC.1.8. Experience in the development and implementation of infrastructure projects across at least 5 African countries.	5	
TC.2. Methodology and approach	40	24
TC.2.1. Quality of the methodology and approach to provide innovative and state-of-the-art climate analytics, including modelling high-resolution climate hazard data, and spatial analysis of climate risk.	10	

TC.2.2. Demonstration of experience and creativity in structuring analytical methodologies and innovative solutions to address climate risk to infrastructure assets and services.	10	
TC.2.3. Quality of the project management approach to design and execute the activities described in the Scope of Services (Annex 3).	10	
TC.2.4. Quality of the approach to engage with stakeholders for capacity building and knowledge transfer, including through climate risk dialogues	10	
TC.3. Communication, presentation and language skills	10	6
TC.3.1. Quality of the communication and presentation skills showcased in the Technical Proposal to clearly explain the proposed methodology and approach and relevant experience from the company (or companies in case of a joint proposal), Team Lead and key team members, to deliver the required Services across infrastructure sectors and countries in Africa.	5	
TC.3.2. Team member's language skills to communicate in Anglophone and Francophone African countries, proven by fluency in English and French. All team members shall be fluent in English and at least one team member shall be fluent in French. Fluency in other relevant languages to African countries, such as Portuguese and Arabic, will be considered a competitive advantage.	5	
TC.4. Key team members' ability, level of experience and competencies	10	6
TC.4.1. Experience of the team members in state-of-the-art climate analytics and geospatial tools, climate adaptation and resilience, engineered and natural solutions for resilient infrastructure, among other competencies listed in Section 5 of the Scope of Services (Annex 3).	2	
TC.4.2. Experience of the team members with the development and implementation of infrastructure projects across sectors and countries in Africa as listed	2	
TC.4.3. Experience of the team members for the identification, appraisal, design and implementation of engineering options for infrastructure climate adaptation and resilience.	2	
TC.4.4. Experience of the team members for the identification, appraisal, design and setting implementation frameworks for Nature-Based Solutions (NBS) to address climate risks.	2	
TC.4.5. Experience of the team members in quantifying financial impacts of climate risks to infrastructure systems, assessing indirect socio-economic implications, including gender-sensitive methodologies and robust gender analysis, potential benefits from adaptation and resilience intervention, and mechanisms to take climate risks and adaptation needs within investments preparation and contractual implementation of projects (by public implementation agencies, through PPPs, or other possible frameworks especially for NBS).	2	
TOTAL SCORE (TC1 + TC2+ TC3 + TC4)	100	60

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

After careful scoring of each bidder's qualification, proposal and conditions, GCA will make the final award decision. The decision will be communicated by email to all bidders.

5.4. Content of the Technical Proposal

The assessment of the technical quality will be based on the ability of the Bidder to meet the purpose of the framework agreement and fulfill the Terms of Reference (Annex 3). To this end,

the Technical Proposal shall clearly contain the following information, to allow evaluation of their offer according to the technical award criteria stated in the Award Criteria (Section 5.3):

Technical Proposal, maximum 20 pages showcasing at least:

- Short summary of bidder's technical highlighting and summarizing the regional and sectorial experience, building on the examples listed in the summary table in appendix.
- Possible approach, methodologies and tools available for the consortium to fulfill the type of services expected to be provided through the framework agreement.
- Proposals axis of innovation within the objectives of services expected to be provided through the framework agreement.
- Proposed project management approach, in line with the organogram and team members 'profile to be provided in appendix.

Technical Proposal Appendixes: should include at least the following mandatory requirements:

- Company profile including list of clients with contacts for obtaining a reference. The company could also include available reference letters.
- Summary table showcasing the reference projects and demonstrating the bidder's technical, regional and sectorial experience relevant for the Scope of Work/Terms of Reference. For each project listed, the Technical proposal must clearly state at least the bidder's contribution to the project, the project's outcome, and which field of experience the project illustrates.
- Consortium organogram with name and role of each team member.
- Summary table that demonstrates that the qualifications and experience of each team member match the technical capacity and skills requirements as described in Section 5 of the Scope of Work/Terms of Reference.
- Tailored CVs of the team proposed to perform the services and provide.

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. Additional Provisions

- Changes to proposals will be accepted only if they are received before the final date set for the receipt of proposals.
- GCA will not reimburse any costs incurred by Bidders in connection with the preparation and submission of their responses to this open call for proposals.
- No information of any kind will be given on the state of progress regarding the evaluation of proposals.
- GCA reserves the right to cancel the tendering procedure at any point. GCA shall not be liable for any compensation with respect to Bidders whose proposals have not been accepted. Nor shall it be so liable if it decides not to award the contract.
- Direct or indirect canvassing of any GCA employee by a Bidder concerning this Call for Tender or any attempt to obtain unfair advantage from any GCA employee, may result in the disqualification of the Bidder from consideration for this call for proposals.
- GCA is concerned to avoid conflict of interest. Bidders should note that GCA reserves the right to disqualify Bidders where there is an actual or potential conflict of interest.
- Any document submitted in reply to this call for proposals will become the property of GCA and shall be considered confidential.

Annex 1: Bidder Identification Form

GCA-PR-24-615: Request for Proposal for Framework Agreement for Public Private Infrastructure Resilience Accelerator Services in Africa

IDENTIFICATION OF BIDDER	
Name	
Legal Form	
Date of Registration	
Country of Registration	
Registration Number	
VAT Number	
Address	
E-mail	
Authorized representative(s)	

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

BIDDER'S BANK ACCOUNT INFORMATION	
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:	

SIGNATURE OF PROPOSAL
I, the undersigned, confirm: <ol style="list-style-type: none">1. The acceptance of the conditions in the Request for Proposal.2. The acceptance of the Framework Agreement in its entirety and without reservation.

3. That the period of validity of my proposal is 90 days from the deadline of this Request for Proposal.
4. Compliance with the requirements relating to the Scope of Work/Terms of Reference as defined in Annex 3 of this Request for Proposal, and
5. That the information given in this proposal is correct.

Place and Date	
Signature	
Full Name	

Annex 2: Declaration on Honor

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

Full official name:

Official legal form:

Statutory registration number:

Full official address:

VAT registration number:

(the **Organization**)

I – Situations of exclusion

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

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

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

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

III – Remedial measures

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

IV – Evidence upon request

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

V – Selection criteria

(3) declares that the above-mentioned Organization complies with the following selection criteria	YES	NO	N/A
It has the legal and regulatory capacity to pursue the professional activity needed for performing the Services			
It fulfils the applicable technical and professional criteria necessary for providing the Services.			

VI – Final

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

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

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

The above-mentioned Organization will comply with the UN Supplier Code of Conduct, to the

extent applicable. The code is available on: <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

Full name:

Date:

Signature:

Annex 3: Scope of Work/Terms of Reference

1. Introduction to GCA

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

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

- Programs: Food Security; Infrastructure and Nature-based Solutions; 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.

2. Background information

GCA’s work program in Africa is of paramount importance. All the components of GCA’s Business Plan must succeed in supporting the changing in the momentum and pace of adaptation in Africa. Guiding GCA’s program in Africa is the Africa-owned and Africa-led Africa Adaptation Acceleration Program (AAP), co-created with the African Development Bank Group (AfDB) to implement the vision of the Africa Adaptation Initiative to support African countries on key adaptation initiatives.

The Africa Infrastructure Resilience Accelerator (AIRA) Pillar of AAP has the goal to scale up investment for climate resilient infrastructure in key sectors such as energy, water, and transport to help the continent close the infrastructure gap and achieve sustainable development in the face of climate change. It will ensure that climate risks and resilience are considered for at least 50% (by value) of new infrastructure projects in Africa.

In contrast to other regions, 70% of the infrastructure for Africa is yet to be built. The AfDB estimates suggest that Africa’s infrastructure needs are around US\$130-170 billion a year, with an investment gap of over 50-60% of that amount. The continent has around US\$100 trillion in assets, but is lagging in terms of quantity, affordability, and quality of infrastructure, which is limiting the continent’s economic growth by an estimated 2% of GDP per capita.

This infrastructure gap presents a challenge for countries and people, but it also provides an opportunity to ensure that climate change is mainstreamed through all new infrastructure planning and investments going forward. In addition, while financing resilient infrastructure

assets is critical, it is increasingly important for countries in Africa to ensure that these investments translate into resilient and equitable infrastructure services.

AIRA addresses key barriers to integrating adaptation and innovative Nature Based Solutions (NBS) into infrastructure projects by delivering upstream analysis and support to develop information and metrics on hazards, exposure, and vulnerability. Specific interventions include providing:

- High resolution climate risk assessments for the project assets and the landscape surrounding the assets;
- Adaptation and resilience design and investment options appraisals that price the costs of benefits of potential interventions, including NBS; and
- Transaction advisory support to allocate climate risk within the financing plan for the project.

The AIRA portfolio of projects includes infrastructure investments in assets across the energy sector, including renewable energy projects, transport, water, and agriculture.

3. Objective

Through the AIRA pillar of AAAP, GCA's Infrastructure and Nature-Based Solutions Program will provide targeted technical assistance to integrate climate resilience into infrastructure projects from MDBs and other development partners.

Within this context, GCA is seeking Service Providers to enter into a Framework Agreement to integrate adaptation and resilience into infrastructure projects across infrastructure sectors and countries/regions in Africa.

4. General Tasks and Activities

The four types of services to be provided under the Framework Agreement are:

- A. Climate Risk Assessment
- B. Adaptation and Resilience Investment Options Appraisal
- C. Technical Guidelines for Infrastructure Resilience
- D. Capacity Building of African Institutions and Knowledge Transfer

Below are listed the General Activities expected to be required for each of the services. The full scope, detail, intensity, and work effort associated with the services will be defined with each Work Order issued for each infrastructure project. However, the Service Providers are required to be able to complete all general tasks and activities listed below in the execution of their contractual obligations to professional service levels expected by GCA. These General Activities shall be performed by the Service Providers, one of the companies within the consortium, or through sub-contractors as applicable.

Type of Service	A. Climate Risk Assessment
Description	This category of service involves the analysis of climate hazards and their impact on infrastructure assets, services and people. The scale of the analysis can vary from local to larger national and regional scales.
General Activities	<ul style="list-style-type: none"> • Collection, analysis and modelling of high-resolution data on current and projected climate hazards for national, regional, district and asset level analysis (as required for each project), including specific approach to collect data disaggregated per gender. Strong emphasis is given on gender analysis and gender-sensitive methodologies. • Reflecting and carrying uncertainties within modeling from hazards to exposure and vulnerability assessment. Possibility to develop probabilistic modeling methods through out the climate risks assessment to consider deep uncertainties to characterize the range and distribution of outcomes, in relation with decision-making processes. • Assessment of the degree of exposure and vulnerability of infrastructure and surrounding areas to the identified physical climate risks with corresponding impacts on: a) Assets, b) Services, and c) People • Assessment of critical thresholds for the design, operations and environmental performance of infrastructure assets to identify “acceptable” levels of risk to the impact of changing climatic conditions • Development of climate risk screening tools, with geospatial data on climate hazards and infrastructure assets, to identify hotspots of vulnerability and how access to the infrastructure services and operations and maintenance of the assets are impacted • Assessment of indirect impacts of climate risks to communities through socio-economic indicators from local to macro levels, with a strong focus on capturing gender disparities. Socio-economic impact could be captured from the project level to cascading effects across sectors and / or to the macro level, depending n the specific context and objectives of the assignment.
Type of Service	B. Adaptation and Resilience Investment Options Appraisal
Description	This category of service involves the identification and appraisal of adaptation and resilience options, including Nature-Based Solutions, to address the key climate hazards identified.
General Activities	<ul style="list-style-type: none"> • Identification and appraisal of adaptation and resilience design and investment options, including engineered and natural solutions, to address the key climate hazards identified. Appraisal of adaptation and resilience options needs to be based on cost-benefits analysis reflecting direct and indirect impacts mitigation of climate risks, including focus on gender disaggregated effects of proposed measures. • Quantification of the costs of climate-related damages to infrastructure assets and services disruption and the benefits engineered and natural solutions can provide to protect infrastructure. • In the case of analysis under deep uncertainties, methodology should capture how the distribution of possible outcomes impacts the decision-making process regarding the selection, prioritization and flexible implementation over time of the resilience and adaptation options. • Analysis of the financial and operation performance of assets under different climate hazard scenarios • Prioritization of adaptation and resilience investment options by building in the costs of disruptions and damages and the benefits of engineered and natural measures into cashflow analysis • Innovative approach to green and gray options for technical design and for operations and maintenance (O&M) of infrastructure systems, to include in the options identification and implementation strategies drafting.

Type of Service	C. Technical Guidelines for Infrastructure Resilience
Description	This category of service involves the development of recommendations to integrate adaptation and resilience measures in project design and operations and maintenance.
General Activities	<ul style="list-style-type: none"> • Development of guidelines for asset sitting, technical design options, and operations and maintenance measures, focused on engineered and natural solutions to enhance the resilience infrastructure assets to the identified climate hazards • Development of guidelines for operating parameters and standards to ensure that the management of infrastructure assets addresses current and future projects climate hazards • Development of flexible strategies for adaptation and resilience measures within infrastructure projects to address deep uncertainties when relevant. • Provide recommendations for to integrate adaptation and resilience into technical design guidelines, operating parameters and standards for tender documents of infrastructure Public-Private Partnerships
Type of Service	D. Capacity Building of African Institutions and Knowledge Transfer
Description	This category of services involves the organization of climate risk dialogues and knowledge exchange events to share knowledge on challenges and opportunities to integrate adaptation and resilience into infrastructure investments.
General Activities	<ul style="list-style-type: none"> • Design and implement workshops and other strategies to support the transfer of knowledge and capacity of government institutions, asset operators, development partners and other relevant stakeholders involved in the implementation of the project • Support knowledge transfer with other AAAP and GCA projects to share lessons learnt in integrating adaptation and resilience into infrastructure, including with a gender perspective on climate risks and opportunities for adaptation.

Indicative list of sectors for GCA Climate-Resilient Infrastructure Services for this Framework Agreement

The infrastructure sectors stated below are an indicative list of priority areas for which services will be contracted within the Framework Agreement, however other (sub-)sectors can be included as required. These projects are expected to encompass countries in all regions in Africa, including Anglophone and Francophone countries. Each Work Order issued might require the execution of all or a selection of the types of services and activities stated in Section 6 of this Scope of Services, and be application to one or more countries in Africa (i.e., projects or regional interventions). There will be no obligation on GCA to issue Work Orders for all or any of the sectors, regions or services listed.

Infrastructure Sectors:

1. **Transport:** Resilient transport networks, such as roads, highways and rail networks, serve as catalysts of economic growth and are critical for resilient supply chains in Africa. Climate change causes significant financial risk for transport operations, which can cascade through the economy.
2. **Logistics:** Robust logistics systems, including warehousing, distribution networks, and critical infrastructure like ports and seaports, are essential drivers of economic growth and play a crucial role in sustaining resilient supply chains across Africa. Ports and seaports serve as vital hubs for international trade and regional connectivity. However, climate change poses considerable financial risks to logistics operations, potentially

causing widespread disruptions across these networks and impacting the broader economy.

3. **Renewable energy:** Investments in renewable energy, including solar, can help build the resilience of energy systems that support people and the economy. Designing and operating these physical assets to reflect climate change impacts is an important measure in building resilience into energy systems. In addition to the generation assets, it is also important to address climate risk for the supporting infrastructure, particularly the transmission and distribution systems, that are critical in transferring the power and in generating revenue.
4. **Additional sectors:**
 - a. **Infrastructure for agriculture services:** Digital solutions for climate resilient food security need to be built on resilient physical infrastructure networks. Energy access, for example, is a key input for the digital agriculture economy.
 - b. **Healthcare and education:** Networks of health and education facilities play a crucial role in enhancing infrastructure resilience, particularly in the face of climate change and emergencies. By incorporating climate adaptation measures, these networks can effectively withstand and adapt to climate impacts, protect communities during crises and also empower them to thrive in the long term.
 - c. **Information and Communication Technology (ICT):** ICT networks are essential to the operations of infrastructure services and the economy. Ensuring resilient ICT networks can help avoid cascading the physical impacts of climate change across sectors and leverage new technologies to promote adaptation of critical infrastructure assets and services.
 - d. **Dams and Flood Control Infrastructure:** Dams and flood control infrastructure are substantial investments that play a key role in water management, flood prevention, and hydropower generation. These assets protect communities from severe flooding, provide stable water supplies for irrigation, and generate renewable energy to support the local grid. Careful environmental and social planning can help mitigate ecological impacts and ensure that they enhance, rather than compromise, regional resilience.
 - e. **Coastal and Marine Infrastructure:** Coastal areas are increasingly vulnerable to the impacts of climate change, particularly due to rising sea levels and intensified storms. To address these threats, substantial investments in coastal and marine infrastructure are crucial. This includes the construction of robust seawalls, improved drainage systems, and elevated roadways designed to withstand flooding and storm surges. Additionally, integrating natural barriers like mangroves and wetlands can enhance the effectiveness of these gray infrastructures while providing critical ecological benefits.

PPPs:

1. **PPPs for large-scale infrastructure assets:** PPPs play a crucial role in enabling large-scale infrastructure projects by combining government resources and private sector expertise to fund, construct, and operate essential assets like highways, ports, water systems, and renewable energy facilities. GCA plays a pivotal role in mainstreaming climate resilience and adaptation to these projects through upstream technical assistance and capacity building.
2. **PPPs for urban infrastructure services:** GCA brings to scale the power of the private sector in delivering climate resilient infrastructure services through PPPs for urban

infrastructure services, such as Bus-Rapid Transit and Solid Waste Management. Integrating adaptation and resilience in PPPs not only reduces climate risk for urban services also helps formalize jobs in urban infrastructure.

5. Required Core Skills and Experience of Key Staff

GCA expects an appropriate level of expertise to carry out the required services and activities, which should be demonstrated by providing a detailed CV of all key team members. This should include a list of relevant similar projects and a summary overview of the competencies of the staff (Team Lead, Deputy Project Manager, Core Team Members) to deliver the required services. Minimum requirements for key staff are as follows:

Role	Requirements
Team Lead / Project Manager	<ul style="list-style-type: none"> • A minimum of 10 years' experience in infrastructure projects, across sectors and in African countries, for public and private stakeholders. • Master's Degree or PhD in Engineering, Infrastructure Finance, Climate Change, International Development, or in any other relevant fields. • At least 5 years' experience in climate risk assessment for infrastructure, including the collection, analysis and modelling of high-resolution climate hazard data and the development of geospatial tools • At least 5 years' experience in integrating adaptation and resilience measures, including engineering and natural solutions, into infrastructure projects. • Experience with financial modelling of the costs and benefits of adaptation and resilience measures for infrastructure. • Experience in managing (or with leading role) at least 5 infrastructure projects, with focus in African countries, with contracts of at least EUR 100,000 for each project. • A minimum B2 level of English according to the Common European Framework for Reference for Languages. Working proficiency in other languages expected for the services (i.e., French, Portuguese, and Arabic) will be considered an advantage.
Deputy Project Manager and Core Team Members	<ul style="list-style-type: none"> • The project/ team lead should be assisted by a minimum of three team members. • The core team members shall have a minimum of five years' experience in infrastructure projects across sectors and in African countries. • The team members shall have strong experience in climate risk assessment of infrastructure systems and assets, integrating adaptation and resilience measures (incl. engineered and natural solutions) for infrastructure, and/or financial modelling of adaptation and resilience options for infrastructure. • Master's degree or above, with a background in Engineering, Climate Change, International Development, Infrastructure Finance, or any other relevant fields. • The Deputy Project Manager must have at least 7 years of experience, with expertise in managing (or with a leading role) at least 5 infrastructure projects, with focus in African countries, with minimum contracts of EUR 50,000 for each project. • The Deputy Project Manager must be able to act as a back-up to the Team Lead/Project Manager in his/her absence. • A minimum B2 level of English according to the Common European Framework for Reference for Languages. At least one team member with working proficiency in French. Working proficiency in other languages

	expected for the services (i.e., Portuguese and Arabic) will be considered an advantage.
--	--

Additional or alternative experts may be included for each Request for Proposals (RFP) within the Framework Agreement. However, it is essential to ensure that all proposed experts satisfy the educational and experiential qualifications specified in each RFP.

For this proposal, identification and presentation of the project manager, deputy project manager, and three core team members deemed most appropriately qualified for a range of potential projects is requested. Particular emphasis should be placed on detailing their experience, educational background, and prior work experience in various African countries.



GLOBAL
CENTER ON
ADAPTATION

Framework Agreement for
Framework Agreement for Public Private
Infrastructure Resilience Accelerator Services
in Africa
(Mini-Competition)

GCA-PR-24-615

between

Global Center on Adaptation

and

(Company name)

FRAMEWORK AGREEMENT NO. [INSERT NUMBER]
(MINI-COMPETITION)
BETWEEN
THE GLOBAL CENTER ON ADAPTATION
AND
[CONTRACTOR]
FOR
[CONTRACT TITLE]

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

WITNESSETH

WHEREAS:

- a) The 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;
- b) 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;
- c) 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*);
- d) 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;
- e) 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;

- f) 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;
- g) The Parties have agreed to establish a framework for their collaboration and have for this purpose entered into this Framework Agreement (hereinafter referred to as the "**Agreement**" or "**Framework Agreement**") and wish to set out the terms and conditions.

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

Agreement 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/this "Agreement" or "Framework Agreement"):

Annex 1	Statement of Acknowledgment
Annex 2	Declaration on Honor
Annex 3	Terms of Reference/Statement of Work/Specifications
Annex 4	Work Order
Annex XX	Xxxx (Other necessary Annexes)

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

- 1.2.1 This document,
- 1.2.2 Annex 1 – Statement of Acknowledgment,
- 1.2.3 Annex 2 – Declaration on Honor,
- 1.2.4 Annex 3 – Terms of Reference/Statement of Work/Specifications, and
- 1.2.5 Annex 4 – Work Order
- 1.2.6 Annex **XX** – **Xxxx (Other necessary Annexes)**

1.3 This Agreement embodies the entire contract 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 Agreement 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 Agreement 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 Annex 5 – Contractor’s Proposal 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

General

- 2.1 The present Agreement is given a framework character due to the fact that the project requires a high flexibility by GCA to detail work undertaken by the Contractor, but it will be filled with project tasks in the form of Work Orders with defined outputs and deliverables.
- 2.2 The Contractor will assume full professional responsibility for quality, quantity and schedule of the required work and outputs vis a vis GCA as a customer.
- 2.3 The Contractor undertakes, based on the GCA requirements as described in the Agreement, Scope of Services and individual Work Orders, and for the whole duration of the Contract:
 - 2.3.1 to perform the work and services as per the Statement of Work and individual Work Orders;
 - 2.3.2 to make available for these tasks the necessary personnel, material, equipment and facilities;
 - 2.3.3 to undertake work according to the Work Order procedure specified in Clause 6 to the present Agreement.

ARTICLE 3

Contractual Baseline

- 3.1 The work shall be performed in accordance with the specific Articles of this Agreement, its Annexes as well as with the applicable documents called out therein, applicable in whole, or in part, to the extent quoted or relevant, and all of which, in their latest agreed issue, are defined as the contractual baseline of the Agreement, and referred to either as such or as " Framework Agreement", or "Contract", unless otherwise expressly stated.

- 3.2 Within this contractual baseline, the order of precedence, in case of conflict or for the sake of interpretation, shall be:
 - 3.2.1 This Contract and its Annexes including the Scope of Services and related Annexes;
 - 3.2.2 Each subsequent Work Order placed including its associated Statement of Work;
 - 3.2.3 The Contractors Proposal for the Framework Agreement;
 - 3.2.4 The Contractors Proposal for each Work Order;

ARTICLE 4

Nature of the Framework Agreement

- 4.1 This Agreement does not constitute any specific project or contract and it does not constitute any obligation or commitment by either Party to enter into any subsequent contracts. It does not create any financial obligation on either Party towards the other Party other than through signed executed Work Orders.
- 4.2 Any activity for GCA (as set out in, and accordance with, the Statement of Work issued by GCA for the procurement of **(PROCUREMENT TITLE)**, and the Contractor's response thereto) in the areas of:
 - 4.2.1 **(List type of Services)**
 - 4.2.2

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

- 4.3 The Parties may negotiate and agree additional or alternative terms and conditions ("**Specific Conditions**") that will apply to specific Work Orders under this Agreement on a case-by-case basis. The detailed terms of Specific Conditions shall be laid down in the relevant Work Order.

ARTICLE 5

Price

- 5.1 The total maximum financial envelope for the required services during the entire Framework Agreement period referred to herein, is estimated at **(AMOUNT IN EURO)** The actual amount for each Service Provider will be determined by individual Work Orders, priced based on the detailed Scope of Services for each project. There will be no obligation for GGA to request or obligate itself to a minimum value of services during the duration of the Framework Agreement or obligate issuing a minimum number of Work Orders during the course of the Framework Agreement with the Service Provider/s.
- 5.2 The above amount shall be defined as the Limit of Liability of GCA.

- 5.3 This amount will become incrementally available for performance of tasks according to the Work Order procedure (see Clause 6). Each Work Order will be concluded on a firm fixed price Basis.
- 5.4 The cumulative amount of all Work Orders shall in no case exceed the amount of the Limit of Liability specified above.

ARTICLE 6

Work Order Procedure (Mini-competition)

- 6.1 GCA may during the course of the contract, identify tasks to be performed by the Contractor within the scope of the contract by issuing requests to the Contractor. To this end GCA may initiate a Mini-competition process to support specific projects by sending a specific Request for Proposal (RFP) via email to Contractors within the Framework Agreement. Upon written request by GCA, the Contractor shall submit a technical and financial proposal within the time limit specified by GCA in such request.
- 6.2 Each RFP shall include, as a minimum, the following:
 - 6.2.1 **Services:** A specification of the services to be performed;
 - 6.2.2 **Deliverables:** A specification of any reports or other documents, materials, or services to be delivered;
 - 6.2.3 **Time schedule:** Time schedule and any deadlines for the services and deliverables.
- 6.3 Following receipt of such RFP, the Contractor shall promptly and in any event within a time specified (taking into account all relevant circumstances in relation to the subject matter and nature of the RFP) notify GCA of its confirmation to take part in the Mini-competition Procedure and submit a (technical and financial) proposal for that specific project or notify GCA it will not bid.
- 6.4 The Contractor's proposal shall include, as a minimum, the following:
 - 6.4.1 Consultant's experience in undertaking similar assignments;
 - 6.4.2 Methodology and work plan for undertaking the assignment;
 - 6.4.3 Personnel proposed for the assignment with CVs;
 - 6.4.4 Total Firm Fixed Price in EURO for the activities, including travel if any, with and travel/subsistence plan as per the Financial Proposal Form;
 - 6.4.5 Other requirements as specified in the Mini-competition RFP.
- 6.5 To conclude the Mini-competition Procedure, GCA shall evaluate proposals received and determine the successful Contractor for the specific project's Work Order.
- 6.6 The criteria for awarding each Work Order shall be based on a price-quality approach, least cost approach or other criteria as specified in the applicable Request for Proposal.

- 6.7 Upon mutual agreement between the Parties regarding the contents of the Work Order, including any potential Specific Conditions, the Work Order shall be formally executed by their duly authorized representatives.
- 6.8 GCA will issue a Work Order following the form given as Annex 1 hereto. Only upon signature of this Work Order by both Parties shall the Contractor be deemed authorized to perform the work. If, however, for urgency reasons, GCA decides to provide the Contractor with a preliminary authorization in writing to proceed with the work foreseen under a Work Order, such authorization (following the approval of GCA's signatory of this Agreement and subject to availability of funds) will be binding for both Parties upon agreement on the work to be performed, the price to be paid and the schedule for the work.
- 6.9 Work under this Work Order procedure can be placed until the end of this Framework Agreement. GCA reserves the right to redirect work, at no cost impact, within specific Work Orders in the same area of work. The parties will agree the implementation of such a redirection.

ARTICLE 7

Undertakings of the Contractor

- 7.1 The Contractor has, and shall maintain, the capability of performing the services to be rendered under this Agreement and its Work Orders with sufficient flexibility.
- 7.2 The Contractor shall:
- 7.2.1 Be responsible for the proper performance of the services to be rendered under the Contract and its Work Orders and shall keep his personnel fully up to date of any development in relation with the said services.
 - 7.2.2 Bear all the costs (and salaries of personnel) related to the training and keeping up to date technical knowledge of his personnel (participation to training courses, seminars, conferences, etc.).
 - 7.2.3 Perform the tasks and provide the deliverables described in the present Contract and individual Work Orders.
 - 7.2.4 Be responsible for organizing quarterly reviews to discuss with GCA representatives all matters related to the performance of the Agreement/Work Orders. The Contractor shall also arrange ad hoc meetings if required by the circumstances. The Contractor shall provide minutes of all meetings in two copies.
 - 7.2.5 The Contractor, upon request of GCA, shall provide reasonable assistance to any successor Contractor, on a temporary or definitive basis if needed.

ARTICLE 8

Costs

- 8.1 Each Party shall bear its own costs and expenses incurred in connection with this Agreement, including the negotiation and finalization of any Work Order.

ARTICLE 9

Standard of Performance

- 9.1 The Contractor shall use the degree of skill, care and diligence reasonably expected of a professional and experienced contractor providing works and services similar to those carried out under this Agreement and any Work Orders. Any activity and deliverables provided by the Contractor shall be suitable for their intended purpose. The Contractor undertakes to carry out the work defined under the present Agreement/specific Work Orders to the reasonable professional standards and in accordance with the latest state of the art as appropriate.
- 9.2 The Contractor shall carry out the works or services under each Work Order in accordance with applicable laws and regulations, permits and authorizations, and recognized up-to-date professional practices and standards.
- 9.3 The Contractor shall:
 - 9.3.1 Keep GCA fully informed of the progress of the services under any Work Orders, including providing GCA with such reports in writing as may be specified in the Statement of Work or as GCA may otherwise reasonably require;
 - 9.3.2 Attend meetings and briefings with the staff of GCA as reasonably required by GCA; and
 - 9.3.3 Take all other reasonable actions which are necessary to enable GCA to monitor the technical and financial performance of the services and works being executed under any Work Order.
- 9.4 As regards documentation and reports, should the GCA's Technical Officer not accept the deliverables from the Contractor, he/she shall so inform the Contractor. If no decision has been notified to the Contractor within one month of receipt by GCA of the deliverables, the deliverables shall be considered as having been accepted. Notwithstanding the aforesaid, the Contractor's obligation to bring a non-conforming deliverable up to the required standard shall remain unaffected.
- 9.5 Rejected deliverables must be rendered compliant with GCA's requirements and represented for acceptance within a time scale fixed in writing by GCA.
- 9.6 Failure to comply with the obligations of the Work Order determines the application of monetary penalties in the terms to be defined in each Work Order.
- 9.7 Penalties for late delivery are not applicable unless specifically incorporated in a Work Order. Notwithstanding anything to the contrary in the Agreement or in the Works Order, the penalties for delay shall be limited to 10% of the value of the Work Order, and shall not be considered as the sole and exclusive remedy for late delivery.

ARTICLE 10

Duration and Termination

- 10.1 This Agreement shall commence on **22 January 2024** (hereinafter referred to as the “Effective Date”) and shall remain in effect until **22 January 2025**, at which date it shall automatically terminate unless prolonged by the Parties in writing. It is renewable for a further **one (1) year subject to performance and availability of funds**, and its total duration may not exceed **four (4) years**.
- 10.2 Subject to the conditions laid down in Clause 6 (Work Order Procedure) of the present Agreement, the Agreement shall be deemed automatically extended to cover the period needed for the performance of any Work Order signed by both Parties before the end date of the contract mentioned above.
- 10.3 GCA may, in its sole discretion, terminate this Agreement at any time by 3 (three) months written notice to the Contractor. As soon as this notice is received, the Contractor shall do its best efforts to minimize expenditure related to this Agreement or any Work Order under it.
- 10.4 Each Party may terminate this Agreement if the other Party is in material breach of its obligations under this Agreement or any Work Orders and fails to rectify such breach within 30 days of a notice in writing from the complaining Party, or if the other Party should enter into liquidation, or become insolvent or be declared bankrupt.
- 10.5 Upon any termination of this Agreement, the Contractor shall promptly deliver to GCA all documents and other information prepared or received in connection with this Agreement or any Work Order, whether completed or in progress, which are in the Contractor’s possession.
- 10.6 Notwithstanding termination of this Agreement in accordance with Clauses 10.2 and 10.3 above, on-going Work Orders shall continue to bind the Parties in regard of the provisions of the corresponding Work, except where the breach also represents a breach of that Work Order or adversely affects its execution.
- 10.7 Termination of this Agreement shall not affect the rights and obligations of the Parties under Clauses 4 and 7 of this Agreement or under any other clauses of this Agreement or the Work Order which by their nature or by their express terms are intended to survive the termination of this Agreement, including Warranties, Indemnification, Confidentiality and Intellectual and Proprietary rights.
- 10.8 In the event of termination by GCA due to the fault of the Contractor, the GCA shall withhold and deduct from any payment to Contractor in the relevant Work Order the amount reasonably deemed necessary to complete the Services and deliver the Deliverables.

- 10.9 Unless otherwise specified in this Contract, on the termination of this Agreement for any reason, GCA shall be responsible for paying the part of the costs for deliverables and work that have been accepted by GCA up to and including the effective date of termination.
- 10.10 In addition to any statutory provisions pertaining to termination and in addition to each Party's termination rights set forth elsewhere in this Agreement, in the cases below, without judicial intervention or further notice of default, whole or partial termination of this Agreement shall be possible, with immediate effect, for:
- 10.10.1 Either Party, if the other Party has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;
 - 10.10.2 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;
 - 10.10.3 Either Party, if the other Party discontinues its business operations;
 - 10.10.4 GCA, if the Contractor, after a written demand from GCA allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Agreement;
 - 10.10.5 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.

ARTICLE 11

Right to the Results of Events

- 11.1 All rights, title and interest in and to any drawings, calculations, reports, models, articles, equipment, machines, prototypes and other documents and material of any nature and in any form or medium prepared and/or delivered by or on behalf of the Contractor to GCA in connection with this Agreement, regardless of the state of completion, as well as any copyright, design rights, patents and other intellectual property rights and know-how with respect thereto, shall, without any obligations of any kind further than the ones expressly stated in this Agreement, vest exclusively in GCA automatically and immediately upon their creation to the fullest extent permitted by law and GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world forever. Accordingly, GCA shall have the exclusive right to use such drawings, documents and materials and intellectual property rights without restriction, including for the avoidance of doubt the right to make changes, further developments, licenses, transfers, copies and publications. GCA grants a non-exclusive and non-transferable user license for the Contractor to use such drawings, documents and material prepared and/or deliver to GCA, for which the Contractor needs to notify GCA. The Contractor shall however remain owner of his Pre-existing Intellectual Property Rights, and GCA shall be granted a license to use such Pre-existing Intellectual Property to the extent necessary to fully exercise its ownership rights as set out above in this Clause. "Pre-existing Intellectual Property Rights" shall mean any intellectual property rights and know-how already existing at the effective date of the Agreement or independently developed or acquired by the Contractor during the term of the Agreement without using any information disclosed by GCA. This includes methodologies, tools, report,

among other materials, produced and/or delivered by the Contractor in connection to other projects and/or own internal products.

- 11.2 The Contractor shall ensure that all such drawings and other documents and material referred to in Clause 11.1 above, which are prepared and/or delivered by or on behalf of the Contractor in connection with this Agreement or any Work Order, do not infringe any copyright, patent, design rights or other intellectual property right of any third party and can be used by GCA for their intended purpose.
- 11.3 The Contractor agrees to execute and deliver, and to use maximum endeavors to cause any subcontractor to execute and deliver, to GCA any and all instruments, source documents, designs, instructions and codes reasonably required by GCA in connection with the use, adaption and enjoyment of the Deliverables and of the GCA's rights therein and thereto.
- 11.4 The Contractor undertakes to do everything necessary to see to it that all existing and any future Intellectual Rights - Copyrights or Industrial Property Rights pertaining to results in connection with the Services are (and remain) vested with GCA or with third party designated by it. The rates that Contractor charges to GCA in the context of the Agreement shall be deemed, in as far as necessary, to include payment for these Intellectual and/or Industrial Property Rights. To affect this transfer, the following acts must at any rate be performed: by signing the Agreement, Contractor transfers to GCA all existing and future Intellectual and/or Copy Right/Industrial Property Rights to existing and future results of the Work.
- 11.5 Insofar as these acts prove not to see to it that all Intellectual and/or Industrial Property Rights are transferred to GCA, Contractor undertakes, if the situation arises, to do everything possible to affect the transfer, without the Contractor being allowed to attach further conditions to its cooperation. As long as this has not been done, Contractor hereby gives GCA: irrevocable authorization to exercise and protect the powers arising from the relevant Intellectual and/or Industrial Property Rights in and out of court; an exclusive, irrevocable license, not subject to a time limit, to the relevant Intellectual and/or Industrial Property Rights.
- 11.6 Insofar as Contractor has made any material available to GCA, to which material the Contractor has Intellectual and/or Industrial Property Rights, the Contractor states that it shall grant GCA a non-exclusive and non-transferable right to use this material. Furthermore, Contractor indemnifies GCA from claims of third parties based on (alleged) Intellectual and/or Industrial Property Rights or on any other basis.
- 11.7 It is acknowledged and agreed by the Parties that GCA owns all property rights and may use, adapt, add to and subtract from the Deliverables and combine these with other artistic or literary material and to publish the result by any means, it being understood that the

Contractor (including its employees and subcontractors) hereby waives and agrees not to exercise any so-called “moral rights” which may now or may hereafter be recognized.

ARTICLE 12

Organization

12.1 Each Party shall designate a contact person who will act in a liaison capacity throughout the term of this Agreement. Each Party will immediately notify the other Party in writing of changes in its contact person.

12.2 The following persons shall be contacted for the liaison of this Agreement or such successors as each Party may designate and communicate in writing to the other Party:

For GCA (Technical): [name], [email], [telephone]

For GCA (Contract Management): Procurement Team, procurement@gca.org

For Contractor: [name], [email], [telephone]

12.3 The Contractor shall ensure the selection of personnel with the necessary skills and competence to take part in each Work Order under this Agreement.

12.4 The Contractor’s personnel shall remain employees of the Contractor and GCA’s personnel shall remain employees of GCA. As employers, GCA and the Contractor shall each bear exclusive responsibility for the remuneration, social security and insurance, whether professional or non-professional, of its personnel. Each Party shall indemnify and hold the other Party free and harmless from any cost, expense or liability in this respect.

12.5 The Contractor shall provide the works and services in such places as the GCA may reasonably specify. Whenever the Contractor, the Contractor’s staff or any other personnel working on the behalf of the Contractor work on GCA’s premises, the Contractor shall ensure their compliance with GCA’s Code of Conduct as well as fire, health and safety rules and procedures.

12.6 Unless otherwise agreed in a Work Order, each Party shall bear the travel and accommodation costs of its personnel.

ARTICLE 13

Time Schedule

13.1 A time schedule shall be made for each separate Work Order (see Clause 6 above).

ARTICLE 14

Remuneration

- 14.1 GCA shall pay remuneration to the Contractor in accordance with the terms laid out in each Work Order (see Clause 6 above). Unless otherwise agreed for a specific Work Order, the remuneration shall be based on the hourly/daily rates set out in the Contractors Proposal associated with this Agreement.
- 14.2 Unless expressly stated otherwise in a Work Order, any types of expenses shall not be reimbursed by GCA but borne by the Contractor. Any hourly/daily rate or other fixed fee shall also be considered to include all materials, labor and equipment needed for the performance of the respective Work Order.
- 14.3 The Contractor shall notify GCA of any need for the rendering of services or works not covered by the Work Order. Without the prior written approval of GCA, the Contractor shall not be entitled to perform any such services or works for GCA.
- 14.4 Except for value added tax (VAT), all taxes, charges and fees of whatever nature which may be imposed by any authority on the amounts paid to the Contractor under this Agreement or any Work Order shall be paid and borne by the Contractor.

ARTICLE 15

Liability and Insurance

- 15.1 The total liability of the Contractor on any and all claims, whether in contract, tort (including negligence), by way of indemnity or otherwise arising out of or connected with or resulting from this Agreement (including Work Orders), shall be limited to and shall not exceed in aggregate the sum of the fee of the relevant Work Order. Contractor's liability is limited to a period of two (2) years after the end of the Agreement. The contractor's financial liability shall be limited to the value of each Work Order.
- 15.2 It is the responsibility of the Contractor to cover, through personal accident insurance contracts, any personal accident risks suffered by its personnel or by its subcontractors' personnel, in the context of actions under this contract.
- 15.3 Personal accident insurance shall provide that compensation shall be paid to the injured party or, in the event of death, to whomsoever proven to be entitled, in accordance with the law of succession or other applicable legal provisions.
- 15.4 To the maximum extent permitted, neither party hereto shall have any liability to the other for any lost revenues, lost profits or anticipated profits, cost of capital, loss of production, loss of product, or any special, indirect, consequential or punitive damages suffered, sustained, paid by the other party hereto or any third party and whether or not foreseeable at the time of entering into this Agreement.

ARTICLE 16

Confidentiality and Marks

- 16.1 “Confidential Information” means any scientific, technical, financial, commercial or other information of any nature and in any form provided by either Party to the other Party which is not in the public domain and which relates to the affairs of the Party or any of its business contacts.
- 16.2 The parties shall keep confidential all information and technical and non-technical, commercial or other documentation related to the recipients that may be known under or in connection with the performance of this contract.
- 16.3 The duty of confidentiality provided for in the preceding paragraph shall include, in particular, written documents, personal data, drawings, plans, applications and software in the form of source code or object code, specifications, trade secrets, methods and formulas, internal situations, of a labor or other nature.
- 16.4 The information covered by the obligation of secrecy may not be transmitted to third parties, nor object of licensing or any other use or mode of economic use, unless expressly authorized in writing by the contracting entity.
- 16.5 The co-contractor may only transmit confidential information to its employees and, in any case, only if the following circumstances occur cumulatively:
- 16.5.1 The employees concerned need to know this information in order to fulfil their tasks under the contract.
 - 16.5.2 The employees are informed about the confidential nature of the information.
 - 16.5.3 Employees are obliged to comply with the obligation of secrecy arising from this Clause.
- 16.6 The Contractor is responsible for the fulfilment of the duty of confidentiality on the part of its collaborators, whatever the legal nature of the bond, even after its termination, regardless of the cause of the termination.

ARTICLE 17

Payments

- 17.1 All payments shall be made according to the provisions hereunder:
- 17.1.1 Payment of each Work Order will be made in accordance with a payment plan included in the relevant Work Order agreed between the parties.
 - 17.1.2 Each payment milestone shall be unique and shall identify a portion of work measured by an amount of money recognizable.
 - 17.1.3 A payment Milestone shall be deemed achieved, if an item, event or service, specified as entitling the Contractor to milestone payments, is delivered, supplied, reached or rendered as specified. If it should subsequently be shown that proper completion of the milestone was not achieved while milestone

- payment was made, GCA can adjust the value of the ensuing milestone payment(s) accordingly.
- 17.1.4 Milestone payments will become due upon achievement of the defined payment Milestones.
- 17.1.5 Payments shall be made within 30 days of presentation of the documents listed below:
- 17.1.5.1 Advance payment: Invoice, to be submitted after signature of each Work Order by all parties.
- 17.1.5.2 Progress payments: Invoice; Certification, to be submitted for acceptance and signature to GCA, that the stage foreseen has satisfactorily been completed.
- 17.1.5.3 Final settlement: Invoice; Certification, to be submitted for signature to GCA, of satisfactory delivery of all deliverable items due under the Work Order concerned.
- 17.1.6 The GCA will credit the account of the Contractor shown on its invoices, on its behalf and on behalf of its subcontractors. The Contractor shall be responsible for paying the accounts of its subcontractors for this contract in a timely and proper manner in accordance with normal commercial practice and law. It shall indemnify GCA against any claims arising from such subcontractors caused by their failure to pay such subcontractors.
- 17.1.7 GCA reserves the right to visit the Contractor's and/or Sub-contractor(s) premises and ascertain the progress of the work under the Contract prior to making the payment concerned.
- 17.1.8 All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable. GCA retains the right to request further details if it deems this necessary.
- 17.1.9 In case of an audit of GCAs expenses, the Contractor shall cooperate fully and shall respond to all of GCAs and the auditor's requests for information truthfully and timely. The Contractor shall permit the auditor access to its premises if this is necessary to conduct the audit.
- 17.1.10 All invoices must be **in English** and addressed to: The Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam and shall be sent by email to finance@gca.org.
- 17.1.11 GCA will transfer the payments to the following Contractor's bank account:

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

- 17.2 The Contractor is required to submit invoices for all payments due under the Contract, by email to **GCA Finance Division**. The Contractor undertakes to submit complete invoices (including instructions for billing taxes and duties, where applicable), and to provide all supporting documentation as required by the Contract in support of the claims.
- 17.3 Payments shall be made by the Agency in EUROS, to the account(s) specified by the Contractor. Payments shall be considered as effected on time if the Agency's orders of payment reach its bank within the payment period stipulated in this contract.
- 17.4 Any special charges related to the execution of payments will be borne by the Contractor.
- 17.5 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 18

Withholding of Payments

- 18.1 GCA reserves the right to withhold any advance, progress or final settlement payment, until withdrawal or rectification by the Contractor, as the case may be, of intellectual property right statements on documents, reports, plans, designs, data packages and other items, which are not in line with the contractual provisions and any special exceptions or additions thereto.
- 18.2 GCA shall not unreasonably withhold any payment to Contractor. For the avoidance of doubt, GCA shall pay in time the part of the invoice which is undisputed.

ARTICLE 19

Subcontracting

- 19.1 The Contractor shall have the right to involve subcontractors, availing of specific expertise, in the performance of the Agreement. The Contractor shall notify GCA of all subcontractors, specifying in each case their specific expertise.
- 19.2 Each Work Order will stipulate whether any of the work will be subcontracted with the agreement of GCA.
- 19.3 The subcontracting of any part of the Agreement shall not relieve the Contractor from any liability or obligation under the Agreement. The Contractor is fully responsible for the compliance with the Agreement by all of its subcontractors.

ARTICLE 20

Key Personnel

- 20.1 Unless previously and expressly agreed upon otherwise by GCA in writing, the work shall be executed by such key personnel as have been proposed by the Contractor for Work Orders, such personnel shall be available throughout the concerned Work Orders for the work allocated to them according to the Contractor's and its Subcontractor's respective offers.
- 20.2 Key personnel for the purpose of this Article shall be defined as personnel indicated on the Contractor's or its Subcontractor's organizational chart involved in project execution down to and including at least one level below the Contractor's or Subcontractor's Project Manager.
- 20.3 Any replacement or part-time assignment to other tasks of such key personnel requires prior GCA written approval. Appropriate requests from any level of contracting shall be channeled through the Contractor, and shall be accompanied by a justification for the proposed change and by a comprehensive Curriculum Vitae of the new key personnel proposed.
- 20.4 GCA approval of the replacement will not be unreasonably withheld provided the replacement personnel proposed by the Contractor have the equivalent or better qualifications and experience than those to be replaced. In the affirmative case, GCA's representatives mentioned will supply the Contractor with a written approval.
- 20.5 GCA shall have such personnel replaced, if such personnel do not comply with their assigned duties, or on giving other important reasons. In such a case the Contractor, and its Subcontractor shall replace that person within 2 (two) calendar months by another person having the requested qualifications.

ARTICLE 21

Special Conditions of Performance

- 21.1 GCA will not be entitled to give directives to the Contractor's and Sub-contractors' personnel (hereinafter designated by "the Contractor's personnel" or "its personnel") other than operational and safety instructions necessary to the performance of the services described in the Scope of Services. These instructions do not in any way create a link of authority or management control of the Contractor's personnel by GCA.
- 21.2 The legal relationship resulting from the Contract of employment between the Contractor's personnel and the Contractor shall not be affected by this Contract/or subsequent Work Order.
- 21.3 The Contractor shall observe the normal safety regulations in force at the places of performance in any country where the services are effectively performed and also any special safety instructions issued by the GCA.

ARTICLE 22

Use of GCA Images or Logos

- 22.1 Without the prior written consent of GCA, the Contractor shall not use or make reference to any images or logos of GCA.

ARTICLE 23

Publicity

- 23.1 Without the prior written consent of GCA, the Contractor shall not use or make reference to any images or logos of GCA.

ARTICLE 24

Fortuitous or Force Majeure Cases

- 24.1 Neither party shall incur liability if, by accident or force majeure, it is prevented from fulfilling its obligations under the framework agreement.
- 24.2 A fortuitous or force majeure event is any unforeseeable and exceptional situation or event, independent of the will of the parties, and does not derive from the lack or negligence of any of them.
- 24.3 The party invoking cases of force majeure or force majeure shall communicate and justify such situations to the other party, as well as informing the foreseeable period of time to restore the situation.

ARTICLE 25

Suspension of the Framework Agreement

- 25.1 Without prejudice to the right of withdrawal from the framework agreement, GCA may at any time, on grounds of public interest, in particular where public security reasons are involved, suspend the implementation of the framework agreement in whole or in part.
- 25.2 The suspension shall take effect on the day following the date of notification of the contracting parties to the framework agreement, unless the said notification contains a later date.
- 25.3 GCA may at any time lift the suspension of the implementation of the framework agreement.
- 25.4 Service providers selected as co-contractors in the framework agreement may not claim or require any compensation or compensation on the basis of total or partial suspension of the framework agreement.
- 25.5 If the Contractor selected does not provide sufficient resources to perform the contracted service, GCA reserves the right, with just cause, and without prejudice to a resolution under the terms of the following paragraph, to suspend agreement, without prejudice to a resolution under the terms of this agreement.

ARTICLE 26

Temporary Impossibility to Provide Services

- 26.1 Whenever the Contractor is temporarily unable to provide services, he shall inform GCA accordingly.
- 26.2 For the purposes of the preceding paragraph, a temporary interruption of service provision is considered an interruption for a period not exceeding 60 (continuous) days.
- 26.3 Upon the expiration of the period provided for in the previous paragraph without the situation being settled, the Contractor shall request the extension of the term, GCA, however, reserves the right to terminate the contract.
- 26.4 The temporary impossibility of providing services in the first 4 (four) months of the framework agreement, which will be considered as non-compliance with the implementation deadlines.

ARTICLE 27

Indemnification

- 27.1 The Contractor shall indemnify and hold harmless GCA against all claims, fines, costs and damages in connection with and/or resulting from any default in relation to employees taxes and insurances in connection to the services provided to GCA during the duration period of this Framework Agreement and execution of eventual Work Order(s) awarded to the Contractor.
- 27.2 Contractor shall further indemnify and hold harmless GCA against all claims, costs and damages in connection with and/or resulting from any act or omission to act where the Contractor fails to exercise reasonable skill, care, and diligence in relation to the Services, unless such act or omission to act directly results from any act of GCA for which it can be seriously blamed. Contractor waives any entitlement pursuant to article 7:658 sub 4 BW Dutch of laws.
- 27.3 Without prejudice to any other rights set out in this Contract, each Party (hereinafter the “Indemnifying Party”) hereby agrees to indemnify and hold harmless the other Party (hereinafter the “Indemnified Party”) from and against any and all direct losses arising out of or in relation to third-party claims of any kind which, if proven by a non-appealable decision by the courts, would constitute a breach of the warranties made by the Indemnifying Party.
- 27.4 If a claim is made that may give rise to a claim for indemnity under this article 27, 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.

ARTICLE 28

Amendments

- 28.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral with respect to the subject matter of this Agreement. Amendments to or changes of this Agreement or any Work Order under it shall, in order to be valid, be made in writing and signed by authorized representatives of both Parties and shall be clearly stated as amendments to or changes of this Agreement or the Work Order, as the case may be.
- 28.2 If at any time one or more of the provisions of this Contract becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired.

ARTICLE 29

Assignment

29.1 GCA shall have the right to assign or otherwise transfer any or all of its rights and obligations under this Agreement to a successor company or other legal entity established by the partner countries in the GCA project. The Contractor is not entitled to assign this Agreement, in full or in part, without GCA's prior written consent.

ARTICLE 30

No Waiver

30.1 The provisions of the Agreement may not be waived except in writing. The failure of a party to insist upon strict adherence to any provision of the Agreement shall not be considered a waiver of any right under the Agreement, and shall not deprive that party of the right at any later time to insist upon the strict adherence to the Agreement.

ARTICLE 31

Anti-Corruption

31.1 The Contractor warrants that no offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice has been made or shall be made, either directly or indirectly, as an inducement or reward for entry into this Agreement by GCA or in the subsequent execution of the Agreement. Any such practice will be grounds for terminating the Agreement without any compensation to the Contractor and for such other additional actions, civil and/or criminal, as may be applicable.

ARTICLE 32

Settlement of Disputes and Governing Law

32.1 This Contract and any agreement resulting from this Contract shall be governed by and construed in accordance with the laws of the Netherlands.

32.2 In the event of any dispute of difference of opinion between the Parties arising out of or in connection with this Agreement or any Work Order, each of the Parties shall use its best efforts to settle each dispute or difference in opinion amicably by negotiations. Failing such an amicable settlement, the parties shall resort to arbitration under the rules of the International Chamber of Commerce (ICC). Any unresolved dispute shall be settled exclusively by the Dutch competent court in Rotterdam.

32.3 The place of arbitration shall be the Hague, the Netherlands. The language to be used in the arbitral proceedings shall be English.

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

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

For and on behalf of:
[Contractor]

Name: Prof. Dr. Patrick Verkooijen
Position: CEO
Date:

Name:
Position:
Date:

Annex 1 – Statement of Acknowledgment

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

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

I also acknowledge that I understand the reporting process for complaints and any suspicions of misconduct, illegal actions, or violations of the Code of Conduct or any other GCA policies and rules. I will use the webform on GCA's website at <https://gca.org/about-us/contact-us/> 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:

Annex 4 – Work Order

GCA Work Order No.: GCA-PR-2X-XXX RFP XX-2X		 GLOBAL CENTER ON ADAPTATION							
CONTRACTOR:		DATE:							
TITLE OF WORK ORDER:		GCA CONTRACT NO: GCA-PR-2X-XXX							
DESCRIPTION OF ACTIVITIES: Detailed requirements and deliverables are provided in the Request for Proposal GCA-PR-2X-XXX RFP XX-2X									
PERIOD OF PERFORMANCE:									
PRICE AND PAYMENT PLAN: Price: € Payment plan: <table border="1" style="margin-left: 20px; border-collapse: collapse; width: 40%;"> <thead> <tr> <th style="padding: 2px 5px;">Deliverable</th> <th style="padding: 2px 5px;">Payment</th> </tr> </thead> <tbody> <tr> <td style="height: 15px;"> </td> <td> </td> </tr> <tr> <td style="height: 15px;"> </td> <td> </td> </tr> </tbody> </table>				Deliverable	Payment				
Deliverable	Payment								
APPLICABLE CONDITIONS: As per Terms and Conditions of Framework Agreement No. GCA-PR-2X-XXX and the Proposal submitted by the Contractor on DD/MM/YYYY. Framework Agreement Title: [insert title] dated DD/MM/YYYY.									
GCA	Chief Executive Officer: Prof. Dr. Patrick Verkooijen	DATE:	SIGNATURE:						
CONTRACTOR	Authorized Representative:	DATE:	SIGNATURE:						