



Issue Date: 5 December 2024

Addendum No. 2

GCA-PR-24-609 - Request for Proposals

Comprehensive and Rapid Climate Risk Assessments (RCRAs) in Africa and Asia

This addendum addresses and/or clarifies the following:

Questions & Answers:

Question 1: What countries are exactly meant by South Asia?

Response 1: Please refer to Addendum No. 1.

Question 2: Apart from the Power of Attorney and Declaration of Honor are there any other legal documents that should be provided (eg Financial and Economic Standing, Professional & Legal Capacity / Liability & Insurance)?

Response 2: Bidders are required to submit ALL documents requested in Sections 2, 5 and other Sections of the RFP.

Question 3: Article 5.1: What is the maximum envelope?

Response 3: EUR2,500,000 (i.e. framework agreement envelope).

Question 4: Article 10.1: 'Agreement shall commence on 22 January 2024'. What is the starting and end date of the agreement?

Response 4: The framework agreement is expected to commence in January/February 2025 for an initial duration of 24 months, with possibility of extension for two 1-year periods.

Question 5: Can you please clarify what is included in the 15 pages limit for the technical proposal? Our understanding is that the technical proposal should include:

- Main part:
 - o 4 pages maximum describing our methodology
 - o Summary table for our references
 - o Consortium organigram
 - o Summary overview of local partners we have worked with and we can mobilise
 - o Summary table and expert profiles – NOT IN THE 15 PAGES
 - o Company profile (with list of clients and reference letters) – Not in the 15 pages
- Annexes: Not in the 15 pages
 - o 2 work samples
 - o CVs
 - o Supporting documents

Response 5: Correct.



Question 6: On page 25, it is indicated “provide profiles of three (3) technical staff members for at least three (3) expert categories” – can you please confirm this means that you expect at least 3 different CVs for each role highlighted on pages 26-28?

Response 6: Correct. Please see Addendum 1 Response 10 for further clarification.

Question 7: 5.2 clause: Amendment to be included: Please replace “Limit of Liability” by “the amount of the Framework Agreement”

Response 7: Not agreed. This clause cross-references clause 5.4.

Question 8: 6.9 clause: Amendment to be included: Please delete this clause.

Response 8: Not agreed.

Question 9: 7.2.4 clause: Clarification: Is the number of meetings prescribed in each Work Order in the description of activities of the Work Order?

Response 9: No, but may be prescribed depending on prevailing circumstances.

Question 10: 7.2.4 clause: Amendment to be included: Please add “any Work Order if all services completed or in progress have been paid for in advance by GCA”.

Response 10: Proposed amendment does not align with the wording or operation of clause 7.2.4, therefore not agreed.

Question 11: 9.1 clause: Amendment to be included: Please delete this sentence: “Any activity and deliverables provided by the Contractor shall meet agreed benchmarks, parameters and specifications and be suitable for their intended purpose.”

Response 11: Not agreed.

Question 12: 9.7 clause: Amendment to be included: Please replace “and shall not be considered as the sole and exclusive remedy for late delivery” by “and shall be considered as the sole and exclusive remedy for late delivery”.

Response 12: Not agreed.

Question 13: 10.3 clause: Clarification: Please confirm that clause 10.2 termination for convenience is only applicable to the Framework Agreement. Please confirm that work orders cannot be terminated for convenience by GCA.

Response 13: This is dealt with in clause 10.6.

Question 14: 10.4 clause: Amendment to be included: Please replace “and fails to rectify such breach” by “and fails to rectify, or to begin to rectify, such breach”.

Response 14: Not agreed.

Question 15: 10.5 clause: Amendment to be included: Please add “the Contractor shall not be held liable for any inaccuracy or default in relation to in-progress deliverables delivered to GCA in accordance with this clause.”

Response 15: Not agreed.

Question 16: 10.9 clause: Amendment to be included: Please add “and any demobilization cost”.

Response 16: Not agreed.

Question 17: 11.7 clause: Amendment to be included: Please delete clause 11.7.

Response 17: Not agreed.

Question 18: 15.4 clause: Please Delete the mention: “To the maximum extent permitted...”

Response 18: Not agreed.



Question 19: 17.1.3 clause: Amendment to be included: Please delete last sentence.

Response 19: Not agreed.

Question 20: 17.5 clause: Amendment to be included: Please delete this clause.

Response 20: Not agreed.

Question 21: 17.1.9 clause: Amendment to be included: Please delete last sentence.

Response 21: Not agreed, this is a Donor condition.

Question 22: 24.2 clause: Amendment to be included: Please add: "The following events are also expressly considered as events of force majeure, even if they do not meet all the criteria defined above: lockout, total or partial strikes with or without notice, epidemics, pandemics, riots, war and assimilate acts of war, terrorism and assimilated acts of terror, requisitions, fire, floods, and any other natural disaster, prohibitions or delay in transport, any other event causing total or partial unemployment for the Contractor or its suppliers and subcontractors, legal changes to the working hours or to the availability of goods and/or services or, any other events beyond the Contractor's reasonable control"

Response 22: The following events are also expressly considered as events of force majeure, even if they do not meet all the criteria defined above: lockout, total or partial strikes with or without notice, epidemics, pandemics, riots, war and assimilate acts of war, terrorism and assimilated acts of terror, requisitions, fire, floods, and any other natural disaster, prohibitions or delay in transport, ... changes to the availability of necessary goods and/or services or, any other events beyond the Parties' reasonable control.

Question 23: 25.4 clause: Amendment to be included: Please add "with the exception of payment of invoices already issues and undisputed".

Response 23: Not agreed.

Question 24: 27.2 & 27.3 clause: Amendment to be included: Delete for inconsistency and redundancy with the limitation of liability clause.

Response 24: This is a Donor condition, so needs to remain in the framework agreement.

Question 25: 32.2 & 32.3 clause: Amendment to be included: Delete the last sentence "Any unresolved dispute shall be settled exclusively by the Dutch competent court in Rotterdam".

Response 25: Not agreed.

Question 26: "We suggest deleting last sentence of clause 32.2. We understand that clause 32.2 is pathological: it provides for both an ICC arbitration and Rotterdam courts as potential jurisdiction to settle any dispute. Additionally, in combination with clause 33.2, the last sentence of clause 32.2 introduces an ambiguity on whether the seat of arbitration is Rotterdam or The Hague."

Response 26: Not agreed. ICC refers to the applicable arbitration rules (as defined in clause 32.2), which is not a reference to jurisdiction. The place to hear arbitration is the Hague. The Rotterdam court is the forum to hear outstanding disputes (i.e. legal claims).

Question 27: You provide an overview of the technical roles and requirements on pp. 26-28 of the RFP document. Can you confirm if technical staff members can be included in more than one role?

Response 27: The assignment defines five (5) distinct expertise categories, for which the bidders need to provide at least three (3) experts for at least three (3) categories. We would only allow water management expert and water services expert categories to be merged, which would mean that a total of three (3) experts will be allowed for these two categories combined, However, in addition to these three, a total of six (6) experts from two (2) other categories will still need to be included to meet the minimum requirement of nine (9) experts.



Question 28: Although Clause 4.1 of the model Framework Agreement states there is no obligation or commitment to enter into contracts, do you have any expectations around how regularly you expect framework firms to bid on opportunities?

Response 28: Please refer to Addendum 1 Response 20.

Question 29: Clause 9.6: can you please provide examples of the typical wording of the monetary penalties / delay damages clauses used in Work Orders?

Response 29: Monetary penalties shall be determined on a case-by-case basis and related to the extent of loss expected to be incurred by GCA. This may be indicated in the RFP during mini-competition or Work Order.

Question 30: It appears that Clause 23 is a repeat of Clause 22 (use of logos). Can you please confirm that this will be the full wording of Clause 23?

Response 30: These shall be merged into one clause.

Question 31: Clause 14.1 states that "GCA shall pay remuneration...based on the hourly/daily rates set out in the Contractors Proposal associated with this Agreement". However, in Section 5.3 of the RFP document, you state that no financial proposal is required at this stage. Can you please confirm if daily rates, expenses, etc. will only be included for each min-competition, or if you need a financial proposal (i.e. table of yearly rates) to be submitted at this stage?

Response 31: Yes, fees, expenses, etc. and financial proposals must only be included for each mini-competition and are not required to be submitted at this stage.

Question 32: Could you please clarify if local partners need to show exclusivity with one consortium? Or can they participate in this proposal as local partners with more than one consortium?

Response 32: Local partners can participate in one or more consortiums for this framework agreement.

Question 33: The RFP indicates that we need to present references of completed projects to date. However, several of our key references are ongoing projects. Hence, would it be possible to present those ongoing projects, with clear indication of technical progress and of the amount invoiced to date?

Response 33: The completed projects are required for selection criteria to showcase the firms have sufficient experience. On top of these, the bidders can provide details of ongoing projects for the evaluation for the award criteria.

Question 34: Budget Allocation and Shortlisting Criteria - budget allocation between Africa and South Asia and number of firms to be contracted.

Response 34: Budget allocation is not determined and depends on the assignments that come up. The majority of assignments are expected to be in Africa, but there is no specific allocation for Africa or South Asia. The minimum number of firms GCA intends to contract for the framework agreement is 3, provided there are sufficient qualified bidders to meet this requirement.

Question 35: Timeline for Call-Offs and Ongoing Procurement - intervals of time for call-offs and whether they will be issued in batches.

Response 35: There is no preset number of mini-competitions coming every month, but a high volume is expected in the first half of 2025. The new framework agreement procurement process is expected to be completed by February 2025.

Question 36: It's stated that the experts need to be full time in house experts. Is there the possibility to have the majority of positions covered by in house experts and some by freelancers, or 100% of them, have to be in house experts.

Response 36: The requirement for this framework agreement is for bidders to demonstrate capacity by proposing in house staff. For mini-competitions, freelance experts may be added to the proposed team of in house staff.

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