



GLOBAL
CENTER ON
ADAPTATION

REQUEST FOR PROPOSAL (RFP) (FIRMS)

Mapping Financial Adaptation Flows for Madagascar

Ref.: GCA-PR-24-586

CLOSING DATE: 25 May 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: 9 May 2025



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1. Background

- 1.1. **GCA Overview:** 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.
- 1.2. **The Services:** To achieve its ambitious 2020-2025 business plan and strategy, GCA intends to procure services for Mapping Financial Adaptation Flows for Madagascar. Your Proposal, as specified in Annex 3: Scope of Work/Terms of Reference is hereby invited.

2. Proposal Submission

- 2.1. Proposals and all supporting documents must be uploaded to the link: [GCA-PR-24-586 - Submit Proposal](#) in **PDF format**, no later than **25 May 2025, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)**.
- 2.2. **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.**
- 2.3. The point of contact for all questions or requests for additional information is procurement@gca.org. The email subject heading should be clearly marked with the following information: **“Clarification Request - GCA-PR-24-586 – Mapping Financial Adaptation Flows for Madagascar”**. 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. 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. The closing date for clarifications concerning this RFP is **16 May 2025, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)**.
- 2.4. The Proposal must be drafted **in English**.
- 2.5. The Proposal must be **uploaded to the link in Section 2.1 in Two separate documents** labelled/named **“RFP-GCA-PR-24-586-TECHNICAL Proposal”** and **“RFP-GCA-PR-24-586-FINANCIAL Proposal**. When uploading the Proposal, the first and last name must be the name of the organization submitting the Proposal as shown in the screenshot below.



GCA-PR-23-338 - Submit Proposal

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

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

+ Add more files Total 2 files 685 KB

First name *

Last name *

Upload

- 2.6. The **first document** (Technical Proposal) shall contain a clear and concise description of your proposed actions to execute the Scope of Work/Terms of Reference and Deliverables (Annex 3), and supporting documentation. The Technical Proposal **should not exceed 15 pages (excluding supporting documentation, CVs, and company profile) and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of Proposals exceeding 25MB.
- 2.7. The **second document** (Financial Proposal) shall contain the Financial Proposal Form (Annex 4). The Financial Proposal **shall not exceed 10 pages and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
- 2.8. All financial information must **ONLY** be included in the Financial Proposal. No Financial proposals, quotes or any other related financial information should appear in the Technical Proposal.
- 2.9. Proposals which do not comply with these requirements, e.g. combining the financial and technical proposals in one submission or submitted in any way, other than outlined above, will be rejected.
- 2.10. 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.
- 2.11. Non-compliance with the above requirements regarding the presentation of the RFP may lead to the exclusion from the RFP process for this contract.
- 2.12. There will be no public opening session for the Proposals received. Proposals will be opened privately by GCA after the closing time specified for the receipt of Proposals. No public announcement of the contents of any offer will be made at any time.



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

3. Minimum Information to be included in the Proposals

3.1. The submission/Proposal must be drafted in English and contain:

- Bidder 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 methodology/description of your proposed actions to execute the Scope of Work/Terms of Reference and Deliverables (Annex 3). The Technical Proposal **should not exceed the page limit referred to in 2.6 (excluding supporting documentation, CVs, and company profile)**.
 - A **Financial Proposal**: Shall contain the “Financial Proposal Form” (Annex 4). The Financial Proposal **should not exceed the page limit referred to in 2.7**.
 - **Consultant’s Experience** (project references illustrating the firm’s previous most relevant experience).
 - **Team Composition** (Core experts and Supporting experts) – (Name, surname, Proposed role, Languages, summary of expertise).
 - **Team CVs** (Annex) (Name and surname, Proposed role, Nationality and location, Education, Most relevant training, Professional certifications, or membership in professional associations, Countries of work experience, Languages, Employment history, Summary of projects (or other work) undertaken that best illustrates expertise for role in this assignment).
 - All the supporting documentation in relation to the evaluation criteria.
- 3.2. If discounts are provided, please state clearly the discounts provided. Discounts cannot be introduced after submission.
- 3.3. The payment terms must be at least 30 days from the date of receipt and acceptance by GCA of an original invoice.
- 3.4. The Proposal submitted in response to this RFP must be valid for the period of **120 days** as of the deadline for submission indicated in Section 2.1.

4. Evaluation and Award of Contract

- 4.1. Prior to the detailed evaluation of Proposals, the GCA shall determine whether each Proposal meets the eligibility criteria; has been properly signed and is substantially responsive to the requirements of the RFP. To evaluate a Proposal, the GCA will apply the methodology and criteria defined hereinafter, no other criteria or methodology shall be permitted:
- Exclusion Criteria
 - Selection Criteria
 - Award Criteria



- 4.2. A substantially responsive Proposal is one which conforms to all the terms, conditions, and Terms of Reference/Scope of Work of the RFP. **At each evaluation stage, only bidders passing/meeting the criteria/requirements for that stage will proceed to the subsequent evaluation stage.**
- 4.3. **Exclusion Criteria:** Participation in this RFP is open on equal terms to any natural and legal companies not in any of the situations listed in Article 57 of the EU Directive 2014/24/EU.
- 4.4. 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.
- 4.5. Bidders may be excluded from participation in this RFP if they are found to be in one of the situations for exclusion or fail to submit the above-mentioned declaration.
- 4.6. **Selection Criteria:** Bidders shall be evaluated on a **pass/fail basis** against the following Selection Criteria:
- (1) Professional and Legal Capacity
 - (2) Technical Standing

(1) Professional and Legal Capacity

Criterion	<ul style="list-style-type: none">Bidders must be a registered entity in their home country regulatory agency, as and where applicable, for a minimum of 5 year.All Bidders must have a current team of at least 10 staff members.
Documentary evidence	<ul style="list-style-type: none">Provide a copy of the statutes/registration of the legal entity (in 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.

(2) Technical Standing

Criteria	<ul style="list-style-type: none">At least 5 years' experience liaising with and supporting Multilateral Development Banks and/or governments of Least Developed Countries and emerging economies on climate adaptation finance and mapping climate adaptation finance flows.At least 5 years' experience synthesizing technical outputs to provide the evidence base for high level dialogue.
Documentary evidence	<ul style="list-style-type: none">The Technical Proposal contains a summary highlighting the experience above.

- 4.7. 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.
- 4.8. **Award Criteria:** Offers will be rated on both technical and financial bases, using the best value for money approach. The selection method will choose the highest rated proposal



using the combined scoring method, which assigns the weight distribution between the technical and financial proposals.

- 4.9. **It is important to note that the required Minimum Technical Score for the Technical Proposal is 75%. Only proposals obtaining the Minimum Technical Score or more in the Technical Evaluation will progress to the Financial Evaluation.**
- 4.10. The contract shall be awarded to the bidder who obtains the highest combined technical and financial score in accordance with the following criteria:

Award Criterion	Tech. Score
TC.1. Specific experience of the firm	30
TC.1.1. At least 5 years of experience on similar assignments, including national level climate finance analysis.	10
TC.1.2. A demonstrable knowledge base, including methodologies and approaches, on climate adaptation finance.	10
TC.1.3. A demonstrable track record in working for international organizations, government organizations, and multilateral development banks in the area of climate adaptation finance.	10
TC.2. Responsiveness to the TORs and proposed methodology	45
TC.2.1. Quality of proposed methodology	
TC.2.1.1. Proposed methodology has been developed and tested through multiple assessments.	15
TC.2.1.2. Proposed methodology is supported by database on international climate adaptation finance flows.	15
TC.2.1.3. Proposed methodology is tailored to the proposed assignments in Madagascar.	15
TC.3. Key personnel (detailed qualifications as per TOR)	25
TC.3.1. Key Expert 1: Team leader Madagascar	9
TC.3.1.1. An advanced university degree (Master's or PhD) in economics, finance, or climate science.	2
TC.3.1.2. At least 7 years of experience in climate adaptation finance.	2
TC.3.1.3 Demonstrable experience in leading similar assignments in Africa.	3
TC.3.1.4 Excellent communication skills in French and English.	2
TC.3.2. Key Expert 2: Climate adaptation finance expert Madagascar	7
TC.3.2.1. An advanced university degree (Master's degree, equivalent or higher) in a relevant discipline such as economy, finance, or climate science.	1
TC.3.2.2. Specific experience At least 5 years of experience in climate adaptation finance.	2
TC.3.2.3. Demonstrable experience in similar assignments in Africa .	2



TC.3.2.4 <i>Excellent communication skills in French.</i>	2
TC.3.3. Local Expert: Climate adaptation finance expert Madagascar	8
TC.3.3.1. <i>Qualifications and skills An advanced university degree (Master's degree, equivalent or higher) in a relevant discipline such as economy, finance, or climate science.</i>	2
TC.3.3.2. <i>Specific experience of at least 5 years of experience in climate adaptation finance.</i>	3
TC.3.3.3 <i>Excellent knowledge of and strong network public and private financial sectors in Madagascar.</i>	3
Total Technical Score	100%
Minimum Technical Score	75%
Technical Weight	70
Total Financial Score/Weight	30
Combined Technical and Financial Score	100
Contract Award: Bidder that obtains the highest combined technical and financial score	
Scoring for each Award Criterion will be conducted using the following scale:	
<ul style="list-style-type: none"> • Excellent • Good • Average = Minimum Technical Score • Below Average • Poor 	

- 4.11. For the purposes of the evaluation of the Financial Proposal, the bidder offering the lowest price shall receive the maximum total score of 30 points. The score of all other financial proposals will be calculated using the following formula:

$$\text{Financial score} = (\text{Lowest bid} / \text{Current bid}) \times \text{Maximum points to be awarded}$$
- 4.12. After careful scoring of each bidder's proposal (technical and financial), GCA shall award the contract to the bidder that obtains the highest combined technical and financial score. The decision will be communicated by email to all bidders.
- 4.13. GCA may award the contract to the next best evaluated bidder(s) in the event of failure to conclude the contract with the best evaluated bidders.
- 4.14. If a Proposal is not substantially responsive, it shall be rejected by GCA, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 4.15. Proposals determined to be substantially responsive shall be checked by GCA for any arithmetic errors. Errors shall be corrected as follows:
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;
 - Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of GCA there is an obviously gross misplacement of the



decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected; and

- The amount stated in the Proposal shall be adjusted by GCA in accordance with the above procedure for correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder.

4.16. GCA is not bound to accept the lowest-priced, highest-ranked technically compliant or best evaluated Proposal and reserves the right to accept or reject any or all the Proposals without assigning any reason whatsoever.

5. Cancellation, Ownership and Liabilities for Errors

5.1. 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:

- No responsive proposals were received or there was no response at all.
- There has been a fundamental change in the procurement requirements.
- Exceptional circumstances or force majeure render normal performance of the project impossible.
- All technically compliant proposals significantly exceed the financial resources available.
- There have been irregularities in the procedure where these have prevented fair competition.

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

5.3. 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.

6. Contract

GCA will issue a Contract as per attached template.



Annexes

Annex 1: Bidder Identification Form

GCA-PR-24-586: Request for Proposal for Mapping Financial Adaptation Flows for Madagascar

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

PROCUREMENT ADVERT/OPPORTUNITY	
How did you find out about this procurement? (Devex, dgMarket, GCA website, UNDB, GCA invite, etc.)	

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

BIDDER'S BANK ACCOUNT INFORMATION	
Bank account holder's full name:	



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

SIGNATURE OF PROPOSAL

I, the undersigned, confirm:

The acceptance of the conditions in the Request for Proposal.

The acceptance of the contract terms and conditions in their entirety and without reservation.

That the period of validity of my proposal is **120 days** from the deadline of this Request for Proposal.

Compliance with the requirements relating to the Scope of Work/Terms of Reference as defined in Annex 3 of this Request for Proposal, and

That the information given in this proposal is correct.

Place and Date	
Signature (Authorized representative)	
Full Name	



Annex 2: Declaration on Honor for Organizations

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

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

I – Situations of exclusion

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



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

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

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

III – Remedial measures

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

IV – Evidence upon request



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

V – Final

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

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

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

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

Full name:

Date:

Signature:
(authorized representative)



Annex 3: Scope of Work/Terms of Reference

Background Information

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

The GCA has an ambitious 2020-2025 business plan with three pillars:

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

As part of the Glasgow COP commitment, the developed world promised to double adaptation financing by 2025. This consulting assignment will provide basic data analysis to provide a snapshot and a review of recent trends of adaptation financing to developing countries, with a deep dive into Africa.

Madagascar

Madagascar is one of the most vulnerable countries to climate change. Madagascar is facing key climate challenges that will negatively affect economic and human development. By 2080, Madagascar's temperature is projected to rise between 1.5 and 3.2°C above pre-industrial levels, with sea levels expected to increase by 43 cm under RCP6.0. Precipitation trends remain uncertain, though projections suggest a potential decrease in annual rainfall by up to 114 mm. The country is experiencing intensifying cyclones, severe flooding, coastal erosion, and frequent droughts (particularly in the south), threatening food security, infrastructure, and livelihoods. The climate crisis is exacerbating food insecurity, with 8.8 million people affected across the country as of September 2022, and 2.22 million facing emergency levels of food insecurity in the Great South and Great South-East regions as of November 2022. Additionally, in Madagascar sea level rise is projected to increase by 7.4 mm per year, threatening its coastline, infrastructure, and unique coastal ecosystems.

According to the country's recently published NDC, Madagascar requires investments of \$24.4 billion for both adaptation and mitigation efforts for the period of 2022 to 2030. The adaptation investment needs range from \$110 million to \$170 million annually, equivalent to approximately 1% of nominal GDP in 2019⁶. While there has been a recent surge in climate finance investment in Madagascar, particularly focusing on the agriculture and energy sectors, there remains a significant gap in total climate finance to adequately address climate change challenges.



In 2024, the Board of the International Monetary Fund Madagascar approved the Resilience and Sustainability Facility (RSF) arrangement. The RSF will support Madagascar's efforts to integrate climate considerations into policymaking, complementing the Extended Fund Facility (EFF) and Extended Credit Facility (ECF) in bolstering overall socio-economic resilience. The identified RSF reform measures build on Madagascar's national adaptation plan and existing diagnostics, including the IMF's Climate Public Investment Assessment (C-PIMA) and the World Bank's Country Climate and Development Report (CCDR). The Global Center on Adaptation has been leveraging its expertise to strengthen climate adaptation measures within the RSF policy framework. In consultation with the IMF, GCA will identify additional areas for technical assistance to support the government implementing these policy measures effectively.

Reform Measure 11 (*Adopt an inter-ministerial decree on a climate finance mobilization strategy that prioritizes key investment areas as stipulated in national framework documents, with a tentative budget, options for innovative blended financing mechanisms and a timeline.*) seeks to support the mobilization of additional climate finance to Madagascar. GCA in close cooperation with the World Bank and UNICEF, is supporting the *Ministry of Economy and Finance (MEF)* and *Ministry of the Environment and Sustainable Development (MEDD)* with the development of the climate finance strategy. GCA's focus in the climate adaptation finance.

The assignment will quantify current, public and private, climate adaptation flows into and within Madagascar and estimate the rate of utilization these finance flows, and explore the potential to mobilize additional finance through innovative financial instruments. The outcome of this assignment will inform the Madagascar Climate Finance Strategy that is being developed by the Government of Madagascar with support from GCA, WB, and UNICEF.

2. Objective of the Assignment

The general objective of this assignment is to provide a detailed quantified overview of the state and recent trends of climate adaptation finance in Madagascar and the potential to mobilize additional finance through innovative financial instruments. The assignment will cover international and domestic, and public and private adaptation funding flows and will be presented and discussed with relevant key stakeholders.

The specific objectives - for Madagascar are to:

1. Provide a breakdown of adaptation funding flows including climate mitigation finance that has adaptation co-benefits and conduct an analysis of the distribution of these flows across the different financial instruments.
2. Calculate adaptation funding gaps based on key national strategies such as national adaptation plans and strategies, the national determined contributions, the World Bank's Country and Climate Development Report (CCDR) and so on.
3. Analyze pledges and statements by key funding institutions on adaptation finance.
4. Compare adaptation flows and climate-related humanitarian assistance finance, as well as post-disaster reconstruction funding.
5. Assess the utilization of adaptation finance, identify potential financial instruments that are not or not fully utilized. Based on the findings formulate recommendations on how the use of adaptation finance could be monitored.
6. Carry out an exhaustive analysis of the universe of financial instruments and the feasibility that those instruments could be utilized taking into account country needs, and the policy and financial environment. And identify potential synergies could be created between various financial instruments.



The firm will closely interact with relevant stakeholders through regular online meetings and during the respective missions. Consultations with relevant stakeholders are needed.

Scope of the Services to be Performed

Breakdown of adaptation funding flows: The analysis of adaptation funding flows – including flows into climate mitigation investments with adaptation co-benefits – should be done using a variety of dimensions to understand differences, trends, and gaps. These dimensions should include, but not be limited to:

- Key economic sectors.
- Financial instruments
- International Finance Institutions (IFIs) and bilateral organizations (to the extent data is available for the latter).
- Multilateral Climate Funds
- Other actors (which could be partial due to data limitations), including:
 - the private sector
 - national development banks
 - national budget when tagged for climate

Adaptation funding gap: Using global and regional estimate of adaptation funding needs developed by other institutions (such a calculation is not part of this work), analyze the state and trends of adaptation funding gaps for Madagascar. Depending on data availability, calculate the adaptation funding gap by sectors.

Analysis of pledges and statements by key funding institutions: Conduct a review of future pledges for adaptation finance (including volumes, milestones, dates, and other specific characteristics of such pledges) for the larger financial institutions (in particular, IFIs and bilateral organizations, large national development banks). A review of institutions without specific pledges should be included.

This should include an assessment of the likelihood that these pledges will materialize, including geopolitical risks. The analysis should also indicate whether there are conditionality associated with these pledges.

Distribution of financial instruments in adaptation flows: Depending on data available, the consultant will disaggregate the adaptation financing flows according to financial instrument, including grants, concessional credit, soft commercial loans (IFIs), full commercial, and equity. To the extent possible, this analysis should include a review of grant or concessional funding used to mobilize other types of financing, especially private financing (commercial lending or equity). If there is no sufficient data for a comprehensive analysis nationally, then the consultant can describe specific case studies illustrating how this leverage can operate in practice.

Comparison of adaptation flows and climate-related humanitarian assistance: the consultant will compare, to the extent possible, the adaptation finance flows presented in earlier sections versus the humanitarian funding for climate emergencies (floods and famine due to droughts, including support to displaced persons and refugees). The consultant will describe the assumptions made to make a reasonable comparison between these two funding streams, including recent trends.



Comparison of adaptation funding flows and post-disaster reconstruction funding: the consultant will compare, to the extent possible, the levels of adaptation finance flows presented in earlier section versus the post-disaster reconstruction funding. It is recognized that this comparison may be methodologically challenging, so the consultant can present, in the proposal, potential ways to undertake this calculation and assumptions to be made. If regional or global data is not available, then the consultant can present case studies.

Assessment of rate of utilization of adaptation finance: the consultant will, to the extent possible and based on publicly available data, will assess to which extend available adaptation finance is disbursed and utilized for the intended purpose.

Exhaustive identification of potential financial instruments that are not or not fully utilized: the consultant will identify new financial instruments that can be used to mobilize additional climate adaptation finance taking into account country needs and policy and financial environments. If an instrument is deemed not feasible, then the analysis should include conditions under which the country would become eligible to use that instrument. If an instrument is deemed feasible, the strategy should include a roadmap towards their operationalization.

Expected Deliverables

The main deliverables of this consultancy will be:

- Deliverable 1: A concise methodological note describing how the consultant intends to conduct the analyses listed in these TORs, as well as other innovative ideas proposed. The note should include a clear description of the methodology and analytical tools to be used with the choice of methodology left to their discretion. Additionally, the inception report should specify the key stakeholders to be consulted and the frequency of these engagements. It should also indicate the division of responsibilities between the consultant, the partnering institutions and donors. Feedback will be incorporated in a final version of the methodological note to be used as guidance for the development of the following outputs. Within two weeks of signing of the contract.
- Deliverable 2: Slide deck as input for climate finance strategy presenting the analysis of the Madagascar climate adaptation finance, the utilization of current financial instruments, and the identification of new financial instruments. The objective of this report is to provide inputs in the climate finance strategy that is being developed. Within eight weeks of signing the contract. A draft slide deck will be presented to the relevant country authorities and stakeholders for validation and inputs.
- Deliverable 3: A final report for Madagascar which includes all the areas of work described in these Terms of Reference and reflecting the discussions relevant for the climate finance strategy. The final draft report will support the actual mobilization of the climate adaptation finance. Additionally, the final report should specify how long-term monitoring mechanisms can be established. Within three months of signing of the contract. A draft report will be presented to the relevant country authorities and stakeholders for validation and inputs.
- Deliverable 4: The consultant will organize and facilitate a two-day training workshop for key stakeholders to develop actionable strategies for sustaining climate finance analysis



and monitoring within Malagasy institutions. This will be followed by a final validation workshop to review and finalize the proposed actions of the report.

The consultant will advise on the preparation of factsheets, infographics, talking points, and other relevant material to communicate the main findings and conclusion of the two reports above. All deliverables should be in English and French, with machine translation acceptable for the English version.

S/N	Deliverable	Timeframe
1.	Deliverable 1 : inception report	Within two weeks of contract signing.
2.	Deliverable 2	Within six weeks of contract signing.
3.	Deliverable 3 & 4	Within three months of contract signing.

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

5. Reporting Arrangements

The consultant will report to GCA Global Lead for Water and Urban who is responsible for GCA's contribution to the development of the climate finance strategy. Weekly progress review meetings will be planned, and adequate time for GCA review of interim products will be included in the work program. GCA may call external experts to support in the review of these products.

6. Location and Period of Execution

The assignment can be conducted remotely, and the weekly progress review meetings and other events would be programmed during working hours Rotterdam time (CET). The assignment will be completed at the latest by September 31, 2025.

7. Services and Facilities to be provided by GCA

GCA will provide technical advice to the consultant. The final layout, infographics, and report printing will be the responsibility of GCA.

8. Missions

The firm is to undertake at least two missions to Madagascar with at least 5 working days per country. An additional budget envelope has been earmarked for the mission and all logistic costs.

Qualifications

Qualifications of the firm

- At least 5 years of experience in similar assignments, including national level climate finance analysis.
- A demonstrable knowledge base, including methodologies and approaches, on climate adaptation finance.
- A demonstrable track record in working for international organizations, government organizations, and multilateral development banks.

Team composition and level of effort (LOE)



The project requires that at least one team member is locally based. The estimate LOE is 60 days for the international team members and 60 days for the local team member.

A. Key Expert 1: Team Leader

Qualifications and skills

An advanced university degree (Master's or PhD) in economics, finance, or climate science.

Specific experience

At least 7 years of experience in climate adaptation finance.

Demonstrable experience in leading similar assignments.

Demonstrable experience in multiple countries in Africa.

Excellent communication skills in French and English.

B. Key Expert 2: Climate adaptation finance expert Madagascar

Qualifications and skills

An advanced university degree (Master's degree, equivalent or higher) in a relevant discipline such as economy, finance, or climate science.

Specific experience

At least 5 years of experience in climate adaptation finance.

Demonstrable experience in similar assignments.

Demonstrable experience in multiple countries in Africa.

Excellent communication skills in French and English.

C. Local Expert 1: Climate adaptation finance expert Madagascar

Qualifications and skills

An advanced university degree (Master's degree, equivalent or higher) in a relevant discipline such as economy, finance, or climate science.

Specific experience

At least 5 years of experience in climate adaptation finance.

Demonstrable experience in similar assignments.

Excellent knowledge of and strong network public and private financial sectors in Madagascar.

Excellent communication skills in French.

Bidders are encouraged to propose additional members to be included within the team dedicated to specific section of the execution of the assignment. The team organization should be explained in the technical proposal. Should a bidder elect to propose additional team

1. **Inception payment:** 30% of the Fee after at the Contract Signature and start of the assignment
2. **First payment:** 20% of the Fee after completion of Deliverable 1 by the Consultant and acceptance by GCA;
3. **Second payment:** 30% of the Fee after completion of Deliverable 2 by the Consultant and acceptance by GCA;
4. **Final payment:** The remaining amount of the Fee after all Deliverables and the final result are successfully achieved by the Consultant and accepted by GCA.



Annex 4: Financial Proposal Form

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

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

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

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

Part 1:

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

Bidder's Name:	
Description	Total Lump Sum Fee
Deliverable 1: A concise methodological note describing how the consultant intends to conduct the analyses listed in these TORs, as well as other innovative ideas proposed	
Deliverable 2: Slide deck as input for climate finance strategy presenting the analysis of the Madagascar climate adaptation finance, the utilization of current financial instruments, and the identification of new financial instruments	
Deliverable 3: A final report for Madagascar which includes all the areas of work described in these Terms of Reference and reflecting the discussions relevant for the climate finance strategy	
Deliverable 4: The consultant will organize and facilitate a two-day training workshop for key stakeholders to develop actionable strategies for sustaining climate finance analysis and monitoring within Malagasy institutions	
Total Firm Fixed Price (EUR)	

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

1. In Euros,
2. Fixed and not subject to revision,



3. Economical, in line with prevailing market rates and/or the approved professional charges,
4. Independent of exchange rates,
5. Inclusive of all costs directly and indirectly related to the performance of the contract (e.g. taxes, management fees, travel costs, per diem allowances/DSA, International flights, airport transportation, insurance, profit, training expenses, communication costs, social costs, overheads, administrative costs, printing, rent, office expenses, shipment of personal effects, contract management costs, etc.), and
6. Exclusive of VAT.

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

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

Bidder's Authorized Representative:

Position:

Date:

Signature (authorized representative):



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

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



Annex 5: Contract

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

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

WITNESSETH

WHEREAS:

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



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

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

ARTICLE 1

9) Contract Documents

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

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

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

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

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

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



- 1.5 The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations:
- 1.5.1 Request for Proposal GCA-PR-2X-XXX dated 7 May 2024,
 - 1.5.2 Addenda No. XX, XX dated 7 May 2024, 7 May 2024 respectively,
 - 1.5.3 The Contractor's proposal/bid in response to Request for Proposal GCA-PR-2X-XXX.
- 1.6 The documents referred to in Article 1.5 above are not attached hereto but are known to, and in the possession of, the Parties.

ARTICLE 2

10) The Services

- 2.1 Contractor is obliged to provide the services as referred to in the preamble sub b and further specified in **Annex 3** (hereinafter referred to as the “**Services**”).
- 2.2 The output of the Services to be provided by the Contractor to the GCA is hereinafter referred to as “**Deliverables**”.

ARTICLE 3

11) Execution of Services

- 3.1 The GCA instructs the Contractor to perform the Services and the Contractor accepts the full responsibility to perform the Services, according to the terms and conditions of this Contract, correctly and in time as per the starting date.
- 3.2 The Contractor shall be at liberty to perform the Services to its sole discretion, subject to the terms and conditions under the Contract. Where applicable, the GCA will facilitate Contractor in the needed cooperation with others in order to perform the agreed Services.
- 3.3 The Contractor shall execute the Services autonomously. The Contractor is fully independent in performing the Services without supervision or guidance of the GCA and shall be entitled to perform the Services as it sees fit. The Contractor is an independent contractor, and not an employee of the GCA, within the meaning of all applicable laws and regulations. The Contractor shall determine the method, details, and means of performing the Services in accordance with this Contract. The GCA can only give directions and instructions concerning the results and deliverables of the Services.
- 3.4 The Contractor shall diligently and faithfully, to the best of its ability, perform the Services and shall exercise all necessary skill, care and diligence to be expected from a properly qualified, competent and professional contractor experienced in performing services in the nature similar to the Services to be performed under this Contract. The



Contractor shall be available to the GCA for the duration of the Services and the term of this Contract.

- 3.5 The Services will be performed at the Contractor's office or at the residential address of any of its employees. Progress meetings will take place remotely or at GCA's office as outlined in the description of the Services.
- 3.6 The Contractor shall arrange for his/her own office facilities and arrangements which are necessary for efficiently performing the Services, including but not limited to desk space, ICT hardware, communications equipment, telephone subscription, internet connection, etcetera and shall supply all labor, tools, materials, and equipment needed to perform the Services at its own expense.
- 3.7 The Contractor shall inform GCA's contact person about the progress of the Services and about any relevant development and/or irregularity in relation thereto.
- 3.8 The Contractor undertakes to inform GCA as soon as it becomes aware of any facts or circumstances that may entail that it is not available to (partly) perform the Services. In case of inability to perform the Services, Contractor shall inform GCA promptly about the reasons and the expected duration thereof. No fee or any (other) reimbursements or compensation will be due by GCA in case (i) no Services have been carried out by Contractor (over the subject period), or (ii) Services do not comply with the terms and conditions of this Contract. Prepayments, if any, paid by GCA to the Contractor for Services not performed, will be duly paid back by the Contractor to GCA at its first request.
- 3.9 The GCA will provide Contractor with the mandate to use the information needed to perform the agreed Services satisfactorily.

ARTICLE 4

12) Duration of the Contract

- 4.1 The Services will start on **[Date]** (hereinafter referred to as the "Effective Date") and finish on **[Date]**. Time is of the essence for the performance of the Services which shall be performed in strict accordance with the schedule of delivery as provided in Annex 3.
- 4.2 The Contractor will be explicitly allowed to enter into service contracts and/or perform activities for other third parties.

ARTICLE 5

13) Fee, Invoice and Payment

- 5.1 Subject to the terms of this Contract, GCA will pay the Contractor a fixed fee of € **[amount]** exclusive of VAT (hereinafter referred to as the "Fee") for the satisfactory performance of the Services. The Fee shall be deemed to be inclusive of (i) compensation for performing the Services and complying with all requests, including



professional fees, and (ii) all costs incurred by the Contractor during the performance of Services, including reimbursable costs. The Contractor undertakes to pay all applicable taxes, duties, fees, levies and other impositions and will indemnify GCA against any cost, claim, expense, damage or liability in respect of any failure by the Contractor to do.

- 5.2 Invoicing for the Services will be carried out by the Contractor in accordance with the following schedule:
- 5.2.1 **First payment:** [20] % of the Fee after the acceptance of GCA as per Article 6 of this Contract of the delivery of Deliverable 1 as laid out in **Annex XX**;
- 5.2.2 **Second payment:** [20] % of the Fee after the acceptance of GCA as per Article 6 of this Contract of the delivery of Deliverable 2 as laid out in **Annex XX**;
- 5.2.3 **Final payment:** The remaining amount of the Fee after all deliverables and the final result as described in **Annex XX** are successfully achieved by the Contractor and accepted by GCA as per Article 6 of this Contract.
- 5.3 All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable.
- 5.4 The GCA retains the right to request additional details related to the performance of the Services by the Contractor if it deems this necessary. The Contractor agrees to provide all reasonable information.
- 5.5 In case of an audit of GCA's expenses related to the Services, the Contractor shall cooperate fully and shall respond to all of the GCA's and the auditor's requests for information truthfully and timely. The Contractor shall grant the auditor access to its premises if this is necessary to conduct the audit.
- 5.6 All invoices must be addressed to: The Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam and shall be sent by email to finance@gca.org.
- 5.7 Subject to the approval by the GCA, the invoices of the Contractor shall be paid by GCA within thirty (30) calendar days of receipt.
- 5.8 The GCA will transfer the payments to the following Contractor's bank account:

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

- 5.9 Without prejudice to any other rights or remedies to which GCA may be entitled under this Contract, in the event of delayed delivery of Services or insufficient or inadequate



performance by the Contractor of its obligations under this Contract, GCA shall be entitled to adjust the Fee, the respective dates of payment and the schedule of the Deliverables to reflect the actual progress of the Services.

ARTICLE 6

14) Deliverables

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

ARTICLE 7

15) Representations and Warranties

- 7.1 The Contractor shall complete and sign the Declaration on Honor attached to this Contract as **Annex 2**.
- 7.2 Contractor warrants that none of the situations of exclusion, as described in Sections I and II of the Declaration on Honor (**Annex 2**), applies.
- 7.3 Contractor warrants that all relevant contributions for national and employees' insurance and other taxes to which it is (or: could be held) liable in the Netherlands and/or in any other country will be paid within the relevant time-limits set.
- 7.4 Parties warrant that at the date of this Contract there exists no fact or event which would preclude the Party from entering into this Contract or carrying out its obligations under this Contract.
- 7.5 Contractor warrants that for a 90-day period from the final payment under this Contract (hereinafter the "**Warranty Period**"), the Deliverables shall be free from material defects. If, during the Warranty Period, the GCA believes that there is a breach of this



Article 7.5, then GCA will notify the Contractor in writing, setting forth the nature of such claimed breach. The Contractor shall, at no additional charge to GCA, promptly take such action as may be reasonably required to correct such breach within the period of time that GCA determines at its sole discretion.

- 7.6 Contractor warrants that the Services provided hereunder, and the Deliverables delivered to GCA shall not infringe or violate the intellectual property rights or any common law right or any personal, proprietary, or other right of any kind whatsoever of any person, firm or third party.
- 7.7 Contractor warrants that the Services will be provided in accordance with all applicable laws, regulations and industry guidelines as applicable from time to time.
- 7.8 Contractor warrants that it shall only process GCA's data in order to perform its obligations under this Contract and shall only process the data in accordance with the General Data Protection Regulation (GDPR) and other applicable privacy regulations.
- 7.9 The Contractor shall not, and shall procure that its employees, agents, subcontractors and representatives shall not offer, solicit, make or accept any payments or advantages of any kind whatsoever or transfer anything of value, whether directly or indirectly, to any government official, person or entity in order to influence any decision, obtain or retain business, secure any improper advantage and/or otherwise in connection with this Contract.
- 7.10 The Contractor warrants that it shall not commit any other act which shall be unlawful under, and/or in contravention of, applicable anti-bribery laws and international anti-corruption treaties.

ARTICLE 8

16) Indemnification

- 8.1 The Contractor shall indemnify, defend, to the fullest extent possible under applicable law, including reasonable attorney's fees and expenses, and hold harmless the GCA against all claims, fines, suits, losses, costs and damages in connection with and/or resulting from any default in relation to Article 7.
- 8.2 The Contractor shall further indemnify, defend, to the fullest extent possible under applicable law, including reasonable attorney's fees and expenses, and hold harmless the GCA against all claims, fines, costs, suits, losses, and damages in connection with or arising from (i) any act or omission to act in relation to the Services, unless such act or omission to act directly results from any act of the GCA for which it can be seriously blamed, or (ii) any breach of this Contract or any applicable national or international law by the Contractor or by those for whom it is responsible. The Contractor waives any entitlement pursuant to article 7:658 sub 4 (BW) Dutch Civil Code.



- 8.3 Without prejudice to any other rights set out in this Contract, each Party (hereinafter the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold harmless the other Party (hereinafter the “**Indemnified Party**”) from and against any and all losses arising out of or in relation to third-party claims of any kind which, if proven by a non-appealable decision by the courts, would constitute a breach of the warranties made by the Indemnifying Party.
- 8.4 If a claim is made that may give rise to a claim for indemnity under this Article 8, then the Indemnified Party shall notify the Indemnifying Party of such claim immediately, give the Indemnifying Party all reasonable co-operation and shall not negotiate the claim without the consent of the Indemnifying Party in writing.
- 8.5 Should changes occur during the term of this Contract that are (or could be) relevant to the assessment of the legal relationship between the Parties for tax purposes, national insurance and/or civil law, the Contractor shall inform GCA immediately in writing.

ARTICLE 9

17) Confidentiality and Marks

- 9.1 The Contractor shall keep confidential and shall not, during the performance of the Services or at any time after the expiry or termination of this Contract, disclose to any person or make use of (i) any agreements, financial information, correspondence, documents or other information relating to the GCA which the Contractor has obtained during the course of this Contract or the provision of the Services, or (ii) any other confidential information which the Contractor has obtained in the course of this Contract or the provision of the Services, or (iii) any information contained in this Agreement, in each case without the prior written consent of the GCA. The Contractor undertakes to take sufficient measures to ensure confidentiality with respect to all business data and information of GCA and/or of its business partners, unless (i) the use or disclosure of this information and data is necessary for the proper performance of the Services, or (ii) such information and data have become generally known without this being due to breach of the duty of confidentiality, or (iii) the disclosure of such information is required by court order or any other legal process.
- 9.2 The Contractor undertakes to use the data and information referred to in Article 9.1 only to perform the Services.
- 9.3 If the Contract is terminated or dissolved, or upon any reasonable request of the GCA, the Contractor must ensure that all materials, electronic media, documentation and other information that includes data and/or information made available by the GCA shall be returned to the GCA immediately and all digital or other copies are destroyed, deleted and removed.

ARTICLE 10



18) Intellectual, Industrial and Proprietary Rights

- 10.1 All right, title and interest in the Deliverables, including any products, methods, works and/or materials developed by the Contractor, in whole or in part, during or in connection with this Contract, shall automatically vest in the GCA upon creation and the GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world perpetually. GCA shall retain all such rights therein, including but not limited to statutory copyrights, and all renewals thereof, as a copyright author and proprietor.
- 10.2 The Contractor agrees to execute and deliver, and to use maximum endeavors to cause any subcontractor to execute and deliver, to GCA any and all materials, instruments, source documents, designs, instructions and codes reasonably required by the GCA in connection with the use, adaption, execution and enjoyment of the Deliverables and of the GCA's rights therein and thereto.
- 10.3 Contractor undertakes to do everything necessary to ensure that all existing and any future Intellectual and/or Industrial Property Rights pertaining to the Deliverables are (and remain) vested with GCA or with third party designated by the GCA. The Fee or rates that Contractor charges to GCA in the context of the Contract shall be deemed, in as far as necessary, to include payment for these Intellectual and/or Industrial Property Rights. To effect this transfer, the following acts must at any rate be performed: by signing the Contract, Contractor transfers to GCA all existing and future Intellectual and/or Industrial Property Rights to existing and future Deliverables and the results of the Services.
- 10.4 Insofar as these acts prove not to ensure that all Intellectual and/or Industrial Property Rights are transferred to the GCA, the Contractor undertakes, if the situation arises, to do everything possible to effect the transfer, without the Contractor being allowed to attach further conditions to its cooperation. As long as this has not been done, Contractor hereby gives the GCA: an irrevocable authorization to exercise and protect the powers arising from the relevant Intellectual and/or Industrial Property Rights in and out of court; an exclusive, royalty-free, transferable, irrevocable, perpetual, and worldwide license, to use all Deliverables and all Intellectual and/or Industrial Property Rights pertaining thereto.
- 10.5 Notwithstanding the foregoing, insofar as Contractor has made any material available to GCA, to which material Contractor has Intellectual and/or Industrial Property Rights, Contractor states that it shall grant GCA a non-exclusive and non-transferable right to use this material.
- 10.6 The Contractor shall hold or obtain all consents, permissions and/or clearances in third-party intellectual property rights necessary to enable it to perform the Services. The Contractor shall be liable for any violation of legal provisions or rights of third parties in respect of all rights used in the Deliverables or during the performance of the Services. The Contractor, to the extent permitted by law, agrees to indemnify and hold harmless the GCA from all claims and causes of action asserted by third parties based on (alleged) Intellectual and/or Industrial Property Rights or on any other basis.



- 10.7 It is acknowledged and agreed by the Parties that GCA owns all property rights and may use, adapt, add to and subtract from the Deliverables and combine these with other artistic or literary material and to publish the result by any means, it being understood that the Contractor (including its employees and subcontractors) hereby waives and agrees not to exercise or enforce any so-called “moral rights” which may now or may hereafter be recognized.
- 10.8 GCA grants Contractor a non-exclusive, non-transferable, non-assignable and limited right and license to use the following only to perform the Services in accordance with this Contract: The GCA’s trademarks, trade names, tag lines logos or service marks and any information made available to the Contractor by the GCA.

ARTICLE 11

19) Termination of the Contract

- 11.1 In addition to the statutory provisions pertaining to termination, in the cases below, without judicial intervention or further notice of default, whole or partial termination of this Contract shall be possible, with immediate effect, by:
- 11.1.1 Either Party, if the other Party becomes insolvent, has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;
 - 11.1.2 Either Party, if the other Party is prevented by force majeure from complying with its obligations wholly or in part for a period of three months or more;
 - 11.1.3 Either Party, if the other Party discontinues its business operations;
 - 11.1.4 The GCA, if the Contractor, after a written demand from the GCA allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Contract;
 - 11.1.5 The GCA, if there is any doubt about the reliability and/or integrity of the Contractor, resulting from the screening process including but not limited to, for example, the condition that it has been determined that the Contractor has been involved in serious incidents or irregularities with previously contracted persons, clients, employers and/or on previous assignments;
 - 11.1.6 The GCA, if one or more of the exclusion criteria mentioned in section I or section II of the signed Declaration on Honor becomes true for the Contractor.
- 11.2 Termination of this Contract shall not affect the other rights and/or recovery possibilities of the Party terminating it.
- 11.3 In the event of termination by GCA due to the fault of the Contractor, the GCA shall withhold and deduct from payment to Contractor the amount reasonably deemed necessary to complete the Services and deliver the Deliverables.
- 11.4 Unless and to the extent otherwise specified in this Contract, on the termination of this Contract for any reason, the GCA shall be responsible for paying the part of the Fee for Deliverables that have been accepted by the GCA up to and including the effective date of termination.



- 11.5 In the event that either Party wishes to terminate this Contract, a 30-day notice period will be taken into account by both the Contractor and the GCA, except for the situations mentioned in Article 11.1 above.
- 11.6 The following Articles shall survive any termination, cancellation or expiration of this Contract, together with any other provisions herein that by their nature shall survive: Article 7 (Warranties), Article 8 (Indemnification), Article 9 (Confidentiality and Marks), Article 10 (Intellectual, Industry and Proprietary Rights), Article 14.8 (Notice) and Article 15 (Applicable Law).

ARTICLE 12

20) Liability

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

ARTICLE 13

21) Sickness and Inability to Work

- 13.1 The Contractor agrees to bear the risks pertaining to the Services, including sickness and inability to work, and if the Contractor takes out insurance to cover such risks, the Contractor shall bear the cost of such insurance.
- 13.2 The Contractor shall not invoice the GCA any days on which the Contractor was unable to perform the Services due to illness, leave or any other reason.

ARTICLE 14

22) Final Provisions

- 14.1 The Contractor shall sign the GCA's Statement of Acknowledgment in **Annex 1** which forms part of this Contract.
- 14.2 Amendments to this Contract shall be valid only insofar as they have been explicitly agreed in writing by both the signatories of this Contract, or any of their successors. The persons mentioned in Article 14.8 below, other than authorized representatives/signatories, are not legally representing any of the Parties and cannot amend this Contract verbally or in writing.



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

ARTICLE 15

23) Applicable Law

- 15.1 This Contract and any agreement resulting from this Contract shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute shall be settled exclusively by the competent courts in the Netherlands.

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

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

For and on behalf of:
[Insert Contractor's Name]

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

Name:
Position:



GLOBAL
CENTER ON
ADAPTATION

Date:

Date:



24) 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: