

REQUEST FOR PROPOSALS

FOR

Adaptation Curriculum Development, Harmonization, and Content Development for the Skills for Employability, Inclusion and Productivity (SEIP) project in Somalia

RFP Ref: GCA-PR-23-235 RFP 03-25

CLOSING DATE: 15 July 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: 24 June 2025

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1. Introduction

1.1. Global Center on Adaptation

The Global Center on Adaptation works as a solutions broker to catalyze action and support for climate adaptation solutions. In 2021 the African Development Bank and the Global Center on Adaptation joined forces to develop and implement the Africa Adaptation Acceleration Program (AAAP). The AAAP galvanizes climate-resilient actions and delivers results through partnerships with Multilateral Development Banks and other leading implementation organizations, stakeholders, political and technical agencies. Within the framework of this partnership, GCA leads upstream activities with the broad goal of leveraging climate finance to mainstream climate risk in infrastructure investments.

The AAAP has four transformational and interlinked pillars: Food Security, Africa Infrastructure Resilience Accelerator (AIRA), Youth Entrepreneurship and Adaptation Jobs, and Adaptation Finance.

The GCA's Youth and Jobs program aims to mainstream adaptation jobs on the African continent by scaling-up youth innovation and supporting youth-led enterprises in climate adaptation and resilience with the goal of enhancing the entrepreneurial skills of 1 million youth and influencing \$2 billion worth of projects by 2025. This is done through two strategic business lines:

- 1. Business Line 1. YouthADAPT Program in scaling up youth-led innovation in adaptation through enterprise strengthening:
 - a. YouthADAPT Challenge.
 - b. In-country YouthADAPT for Investment Projects.
- 2. Business Line 2. Institutionalizing adaptation curricula in Investment projects:
 - a. Skills Development: Adaptation capacity building via embedding curricula in universities, vocational (TVET) centers and higher institutions.

1.2. Program Background Information

The Skills for Employability, Inclusion and Productivity (SEIP) project in Somalia project, supported by the African Development Bank (AfDB), is a transformative initiative aimed at enhancing employability and skills development in Somalia. Recognizing the critical role of technical and vocational education and training (TVET), the project focuses on strengthening the capacity of trainers and instructors.

In a fragmented TVET system, where existing curricula lack harmonization and quality assurance, the Ministry of Labour and Social Affairs (MoLSA) plays a crucial role. Mandated to coordinate all technical and vocational training programs, project activities, and provide policy direction, MoLSA acts as a watchdog for the quality of TVET programs across the country. Collaborating with federal line ministries, federal member states, the private sector, and international partners, MoLSA contributes to the socio-economic development of Somalia.

The SEIP project, spanning from 2023 to 2026, aims to improve the employability and productivity of Somali youth and women. By providing quality and demand-driven TVET and entrepreneurship development, the project supports inclusive growth. The focus lies in reviving the TVET sub-sector through IVTC center rehabilitation, training facilities enhancement, and institutional and sector governance capacity building. This effort will increase the pool of

skilled youth workforce, enhance opportunities for employability, and promote self-employment. Additionally, the project aligns with climate-resilient fields, low carbon emission goals, and green growth.

Within the framework of the AAAP program and under business line 2, the GCA is offering technical assistance support to the SEIP project in Somalia, which is financed by the AFDB, partner financial institutions and the Federal Republic of Somalia. This assignment continues GCA's technical assistance to SEIP in Somalia. The first phase involved a Labour Market Assessment on adaptation jobs in the country. Building on these findings, and together with MoLSA and the SEIP project implementation unit (PIU), the second phase aims to design and develop a curriculum in climate adaptation and entrepreneurship to enhance employability and skills development in Somalia. Technical and vocational education and training is critical in Somalia, and the GCA's technical assistance will strengthen the capacity of trainers and instructors in these institutions. The detailed Terms of Reference for this assignment are presented in Annex 1.

2. Preparation of Proposals and general information

- 2.1 Proposals and all supporting documents must be uploaded to the link: <u>GCA-PR-23-235 RFP 03-25 Submit Proposal</u> in **PDF format**, no later than **15 July 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-23-235 RFP 03-25 Adaptation Curriculum Development, Harmonization, and Content Development for the Skills for Employability, Inclusion and Productivity (SEIP) project in Somalia". 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. The Global Center on Adaptation will share the answers to all questions of a reasonable nature with all bidders included in this Framework Agreement. The closing date for clarifications concerning this RFP is 5 July 2025, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET).

2.4 RFP Indicative Schedule

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

Activity	Estimated date
Deadline for sending a request for clarification to GCA	5 July 2025
Deadline for submission of proposals	15 July 2025
Notification of the award and the evaluation results sent to bidders	25 July 2025

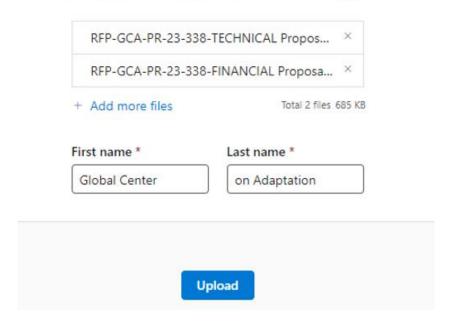
2.5 Supplier Code of Conduct

GCA subscribes to the <u>UN Supplier Code of Conduct | UN Procurement Division</u>. By participating in this RFP, bidders agree to comply with this code and confirm that there are no changes to the initially submitted Declaration on Honour.

3. Submission and Opening of Proposals

3.1 The Proposal must be uploaded to the link in Section 2.1 in separate documents labelled/named "GCA-PR-23-235 RFP 03-25 - TECHNICAL Proposal" and "GCA-PR-23-235 RFP 03-25 - 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



- 3.1 Please adhere to the following instructions, unless otherwise provided in the relevant Bid Documents. The Submission must be drafted in English and contain:
 - A Technical Proposal: Shall contain the "Technical Proposal", Annex 3 and supporting documentation, with clear and concise description of your proposed actions to execute the Scope of Work/Terms of Reference and Deliverables (Annex 1). The Technical Proposal should not exceed 10 pages (excluding supporting documentation, CVs, and company profile) and 25MB in size for successful delivery. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
 - A Financial Proposal: Shall contain the "Financial Proposal Form" (Annex 2). The
 Financial Proposal should not exceed 10 pages and 25MB in size for successful
 delivery. The GCA will not be held responsible for non-delivery of proposals exceeding
 25MB.
 - All the supporting documentation in relation to the evaluation criteria.
 - Proposals must be uploaded in **two separate documents**. One containing the Technical Proposal and the other containing the Financial Proposal.
 - Any and all financial information must <u>ONLY</u> be included in the Financial Proposal. No Financial proposals, quotes or any other related financial information should appear in the Technical Proposal.

 Proposals submitted by e-mail, which do not comply with these requirements, e.g., combining the financial and technical proposals in one submission or submitted in any way, other than outlined above, will be rejected.

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

3.2 Validity of Proposals

The proposals submitted in response to this RFP must be valid for the period of **120 days** as of the deadline for submission.

4. Joint Proposal

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 work order on their behalf in relation to this procurement. In case such power of attorney has already been submitted by the partner in the proposal to qualify for this Framework Agreement, the power of attorney does not need to be re-submitted.

5. Evaluation of Proposals and Bidders

Exclusion Criteria

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

Bidders shall provide a Declaration of Honor (Annex 3), duly signed and dated, including a statement that they are not in any of the situations listed in Article 57 of EU Directive 2014/24/EU. In case of a joint proposal such declaration shall be submitted for each partner. The declaration shall also be submitted for the subcontractors, when relevant.

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

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

Selection Criteria

Bidders will be evaluated against each Selection Criterion based on the documentary evidence submitted by the bidder. Failure to submit the evidence requested will lead to a rejection of the proposal. Bidders will be evaluated against the Selection Criteria on a **pass/fail basis**. Bidders who meet the Selection Criteria will be put on an equal footing for the next stage of the evaluation process based on the Award Criteria.

Bidders shall be evaluated against the following Selection Criteria:

Criterion	 Bidders must be a registered entity in their home country regulatory
	agency, as and where applicable, for a minimum of 1 year.
	 All Bidders must have a current team of at least 3 staff members.
Documentary	 Provide a copy of the statutes/registration of the legal entity (in In case of
evidence	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.

Award Criteria

Applications will be rated on technical and financial submissions, using the best value for money approach. The selection method will choose the highest rated proposal using the combined scoring method, which assigns the weight distribution between the technical and financial proposals. The overall combined score will be 100 points; the weight distribution shall be 70 for the technical score and 30 for the financial score.

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

Technical Proposals scoring less than the Minimum Technical Score will be considered of insufficient quality and shall be rejected. The contract shall be awarded to the top ranked bidder that has submitted the most economically advantageous tender based on the best price quality ratio in accordance with the following criteria:

Award Criteria	Maximum Tech. Score	Minimum Score
TC. 1. Firm experience related to conducting skills gap analysis, curriculum development and training in Youth Jobs and Entrepreneurship	25	15
TC.1.1. A minimum of 10 years of proven experience in developing and delivering curricula and training programs, in climate change and adaptation for youth led enterprises in Africa and preferably in Somalia with a focus on climate change, adaptation and related thematic sectors and skills, preferably in TVET settings and in fragile and conflict-affected contexts.	7.5	
Three to five project references related to conducting skills gap analysis for youth job and entrepreneurship in adaptation or in related topics.		
TC.1.2. At least 7 years of delivering and working on impactful climate change related projects or assignments for Multi-Lateral Development Banks (MDBs), Government Agencies and International Development Institutions (IDIs).	7.5	
Three to five project references related to conducting developing curriculums and conducting trainings to develop youth skills and entrepreneurship.		
TC.2. Response to ToR and methodology	25	15
TC.2.1. Demonstrate an understanding and articulate the scope and objectives outlined in the ToR, are the proposed activities aligned with the objectives of analyzing climate change impacts, identifying skills gaps, and proposing adaptation measures in the agribusiness subsector and does	4	

it integrate gender labor consideration and address gender- specific challenges in the value chain?		
TC.2.2. Demonstrate any innovative methodologies or tools to enhance the effectiveness of the training and capacity-building program	4	
TC.2.3. Demonstrate the curriculum development process in detail, including the content on climate-smart practices, business resilience, and investor readiness	4	
TC.2.4. Provide a clear strategy for engaging relevant stakeholders, including government agencies, agriculture associations, and youth-led enterprises	4	
TC.2.5. Include a robust monitoring and evaluation plan to assess the impact of the training program and track the application of skills and knowledge in real-world scenarios at least 6 months post-training	4	
TC.3. Team expertise as per TOR	35	21
TC.3.1. Team Lead	10	
TC.3.2. Climate Adaptation Expert	10	
TC.3.3. Curriculum Development Expert	5	
TC.4. Local presence in Somalia	15	9
TC.4.1. At least one or more team members are based in Somalia and have demonstrated experience working on relevant topics locally.	15	
Total Technical Score	100%	
Minimum Technical Score (Overall)	70%	
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:

Excellent

Good

Average = Minimum Technical Score

Below Average

Poor

The minimum technical score of 70% aligns with the weighted technical score as a percentage of the total combined score. Based on the provided scoring criteria, this indeed corresponds to 70% of the maximum technical score.

Proposals scoring less than the Minimum Score specified for each main technical award criterion (TC.1, TC.2, TC.3 and TC.4) will be considered of insufficient quality and shall be rejected.

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

Financial score = (Lowest bid/Current bid) x Maximum points to be awarded

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

6. RFP Cancellation

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

Cancellation may occur where:

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

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

7. Ownership of Proposals Submitted

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

8. Liabilities for Errors

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

9. Content of the Proposal

9.1 Proposal Information

Service Providers were requested to indicate a point of contact in their organization for communications concerning Requests for Proposals. GCA will not be responsible for contacting any Service Providers through any route other than the nominated contact. Service Providers must therefore undertake to notify any changes relating to the contact promptly.

9.2 Expected Content of the Technical Proposal

The assessment of the Technical Proposal will be based on the ability of the Service Providers to meet the purpose of this assignment. To this end, the Technical Proposal shall consist of a clear and comprehensive response to the Scope of Services and Deliverables (Annex 1), to allow for the evaluation of the Service Providers submission according to the Award Criteria detailed in Section 5.

The Technical Proposal should include a written statement declaring that the Service Provider can provide the consultancy services tendered for and address all the requirements outlined in the Scope of Services and Deliverables (Annex 1).

The Technical Proposal shall **not exceed 20 pages** (excluding the annexes listed below).

Service Providers should provide all the following information for the submitted proposal to be evaluated fully. These are Mandatory Technical Proposal Requirements (MTPRs):

- Methodology to ensure the scope of the assignment is fulfilled, including:
 - i.Description of the technical content of the activities to be undertaken to execute the Scope of Services and Deliverables (Annex 1).
 - ii.Description of the suitability of the approach, and how it offers a relevant understanding of the goals and expected outcomes of each component.
- Work plan meeting the timeline and objectives of the mission, including:
 - i.Schedule for the work, including all tasks to fulfil the components of work and produce the deliverables
 - ii.Descriptions of key activities to produce deliverables, achieve tasks and implement the proposed methodology for each component of work.
 - iii.Expected effort per task, with working days and team members allotted for each activity.
- Capacity, resource allocation, and project management, including:
 - i.Short description of previous work experience of the team members relevant for the current assignment (see T.C.3.1 to T.C.3.3)
 - ii.Project team organisation with dedicated team members per role
 - iii. Approach to ensuring quality of deliverables and monitoring the development of the required deliverables for each component of work.

The following annexes should each be uploaded as separate documents:

- Annex A. Information on all partner or subcontractor companies/organizations, if they were not included in the procurement process of the Framework Agreement.
- Annex B. CVs of all proposed team members.
- Annex C.
 - Compliance statement, confirming that the Service Provider can fulfil the consultancy services tendered for and address all the requirements outlined in the Scope of Services and Deliverables.
 - Statement confirming the period of validity of its proposal (120 days) after the submission date.
 - Power of attorneys from all partners or subcontractors, which were not included in the Framework Agreement.

GCA shall reject interested Service Providers who do not include a Technical Proposal, separate Financial Proposal or are not compliant with the Award Criteria.

Annexes

Annex 1: Scope of Work/Terms of Reference

TERMS OF REFERENCE (TOR)

1. Background Information

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

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

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

The Skills for Employability, Inclusion and Productivity (SEIP) project in Somalia project, supported by the African Development Bank (AfDB), is a transformative initiative aimed at enhancing employability and skills development in Somalia. Recognizing the critical role of technical and vocational education and training (TVET), the project focuses on strengthening the capacity of trainers and instructors.

In a fragmented TVET system, where existing curricula lack harmonization and quality assurance, the Ministry of Labour and Social Affairs (MoLSA) plays a crucial role. Mandated to coordinate all technical and vocational training programs, project activities, and provide policy direction, MoLSA acts as a watchdog for the quality of TVET programs across the country. Collaborating with federal line ministries, federal member states, the private sector, and international partners, MoLSA contributes to the socio-economic development of Somalia.

The SEIP project, spanning from 2023 to 2026, aims to improve the employability and productivity of Somali youth and women. By providing quality and demand-driven TVET and entrepreneurship development, the project supports inclusive growth. The focus lies in reviving the TVET sub-sector through IVTC center rehabilitation, training facilities enhancement, and institutional and sector governance capacity building. This effort will increase the pool of skilled youth workforce, enhance opportunities for employability, and promote self-employment. Additionally, the project aligns with climate-resilient fields, low carbon emission goals, and green growth.

Within the framework of the AAAP program and under business line 2, the GCA is offering technical assistance support to the SEIP project in Somalia, which is financed by the AFDB, partner financial institutions and the Federal Republic of Somalia. This assignment continues

GCA's technical assistance to SEIP in Somalia. The first phase involved a Labour Market Assessment on adaptation jobs in the country.

Building on these findings, and together with MoLSA and the SEIP project implementation unit (PIU), the second phase of the technical assistance aims to design and develop a curriculum in climate adaptation and entrepreneurship to enhance employability and skills development in Somalia. Technical and vocational education and training is critical in Somalia, and the GCA's technical assistance will strengthen the capacity of trainers and instructors in these institutions.

2. Objective of the Assignment

The project aims to enhance youth entrepreneurship and agricultural skills development to support climate adaptation, increasing climate resilience and economic opportunities for youth and women in targeted areas through strengthened agricultural systems, inclusive agribusiness development, and enhanced institutional capacity for climate adaptation. As such, the primary objective of the assignment is to design and advance curricula that align with specific learning goals on enhancing youth entrepreneurship and skills development for climate adaptation.

This would include subjects in:

A. Agriculture

- a. Climate smart digital Farming (Greenhouses, IOT)
- b. Advanced irrigation systems
- c. Pest detection systems
- d. Land preparation techniques: Soil health management (e.g., conservation tillage, cover crops)
- e. Climate-resilient crops, fisheries and livestock practices
- f. Climate smart and environmentally friendly farming techniques
- g. Post-harvest management and value addition

B. Water

- a. Advanced irrigation systems
- b. Boreholes
- c. Watershed management
- d. Rainwater harvesting
- e. Water testing and treatment methods (filtration, purification)

C. ICT

- a. Web and App Development
- b. Social Media Content Creation
- c. Mobile applications for climate data collection and analysis

D. Renewable Energy

- a. Solar Energy
- b. Clean cookstoves
- c. Waste-to-energy systems

d. Smart grid systems and demand-side management

E. Urban Infrastructure

- a. Early warning systems and emergency preparedness
- b. Public space management for climate resilience
- c. Energy-efficient buildings and green architecture
- d. Recycling and circular economy concepts
- e. Flood and drought control infrastructure
- f. Resilient housing design

F. Construction

- a. Pipe Fitting
- b. Carpentry
- c. Bricklaying
- d. Domestic Electric Installation
- e. Building for extreme weather conditions
- f. Green roofing and walls
- g. Eco-friendly building materials (e.g., bamboo, recycled materials)
- h. Energy-efficient construction practices

G. Marine & Blue Economy

- a. Overfishing prevention and marine resource management
- b. Marine protected areas and biodiversity conservation
- c. Aquaculture and sustainable seafood production
- d. Mangrove restoration and coral reef preservation
- e. Coastal erosion control
- f. Marine pollution control and plastic waste management

H. Cross-Cutting Themes (across all sectors)

- a. Entrepreneurship and Business Development Services: Develop business models and strategies for creating adaptation-focused enterprises.
- b. Gender and Inclusion: Integrating women and marginalized groups in adaptation efforts.

3. Scope of the Services, Key Tasks and Activities to be Performed

The implementation of this project will follow a collaborative and participatory approach, ensuring that all stakeholders actively contribute to strengthening climate adaptation and entrepreneurship development for youth in Somalia. The methodology is designed to integrate expertise, local knowledge, and institutional capacities to achieve sustainable outcomes. Additionally, the consultant should explore best practices from the region, continent, and the

world, providing evidence-based recommendations on how the Government, through MoLSA, can support content development.

Proposed Approach

i) Needs Assessment and Gap Analysis:

- a. Conduct a desk review of the existing curricula, materials, and best practices in Somalia, the region, the selected benchmarking country(s) as well as the SEIP project documents and reports.
- b. Identify existing curricula and assess their relevance and effectiveness.
- c. Review existing curricula and training materials to identify gaps and areas for improvement in the current content.
- d. Conduct a thorough needs assessment to understand requirements and expectations of FGS, FMS, Private Sectors, Development partners, Implementing agencies and service providers across the country.
- e. Identify 2-3 (Kenya, Rwanda, Uganda/Tanzania) countries in the region known for their robust TVET ecosystem and conduct thorough research on their skills development training programs and standards by collecting information on training contents, teaching methodology, delivery formats, duration of programs, target audiences, and outcomes of the programs.
- f. Based on the selected countries in the region conduct comparative studies between the programs in these countries and Somalia, and identify elements of best practices that can align well with the objectives of the exercise that could be considered useful to practice, and then determine how the best practices identified can be adapted and integrated into the new curriculum

ii) Curriculum Design and Harmonization:

- a. Develop clear learning objectives for each subject area.
- b. Ensure alignment with national or regional educational standards.
- c. Harmonize content across subjects to promote interdisciplinary learning.
- d. Design engaging and interactive learning activities and resources to enhance student engagement and comprehension

iii) Content Creation and Enhancement:

- a. Create engaging and interactive learning materials (e.g., lesson plans, presentations, videos, assessments).
- b. Leverage multimedia elements (videos, simulations, quizzes) to enhance student engagement.
- c. Develop a detailed outline and structure for new curricula, incorporating relevant topics, learning objectives, and assessment methods
- d. Provide practical recommendations for integrating practical skills development into the curricula
- e. Develop curricula that meets the needs of diverse learners and industry standards, based on the desk review and stakeholder consultations, and in alignment with the national TVET standards and qualifications framework, as well as the SEIP project objectives and outcomes.

iv) Stakeholder Engagement:

a. Collaborate with international partners, line ministers, and relevant stakeholders.

b. Consult with educators, academia, subject matter experts, employers, social partners, including FGS and FMS MoLSA and line ministries, SEIP PIU team, TVET centers, TVET trainers and former learners, current students/learners, private sector representatives, and other development partners, to identify the needs, gaps, and opportunities for developing the curricula that respond to the needs of the industry.

v) **Quality Assurance and Review:**

- a. Establish quality control mechanisms for content development (including testing the curriculum among learners and fine tuning the content based on feedback and learning from the piloting).
- b. Conduct regular reviews and updates to ensure accuracy and relevance.
- c. Ensure curriculum is adaptable to different learning environments and audiences
- d. Provide recommendations for the implementation and evaluation of the curriculum

Proposed Methodology

The curriculum development process will involve the following steps:

1. Information Gathering:

- o Conduct a comprehensive desk review of existing curricula, research, and best practices related to curricula development.
- o Analyze the specific needs of learners in each subject area, considering their context and requirements.

2. **Designing Learning Outcomes**:

- o Define clear learning objectives for each topic within the curricula.
- o Specify the knowledge, skills, and competencies students should acquire.
- Ensure alignment with national or regional educational standards.

3. Creating Content:

- Develop detailed outlines and structures for the new curriculum, incorporating relevant topics.
- o Design engaging and interactive learning activities and resources, such as lesson plans, presentations, videos, and assessments.
- o Leverage multimedia elements (such as videos, simulations, and quizzes) to enhance student engagement.

4. Review and Iteration:

- Seek feedback from educators, subject matter experts, and stakeholders throughout the curricula development process.
- o Revise and improve content based on input received during validation workshops and consultations and pilot lessons held with learners.
- o Employ iterative feedback loops to ensure continuous improvement.

5. **Benchmarking Research**:

- o Identify 2-3 (such as Kenya, Rwanda, Uganda or Tanzania) countries in the region known for their robust curriculum development practices.
- o Conduct thorough research on their curricula design methodologies, teaching approaches, and learning outcomes.

- o Evaluate similarities and differences between these countries' practices and Somalia's context.
- o Adapt and integrate best practices into the new curriculum.

6. Adaptability and Recommendations:

- o Ensure that the developed curricula are adaptable to different learning environments and diverse audiences.
- o Align the curricula with regional and national priorities and existing materials.
- o Provide recommendations for effective implementation and evaluation of the curriculum.

7. Stakeholder Engagement:

o Conduct workshops for relevant stakeholders, including TVET institutions' management staff, to ensure effective utilization of the curricula and contents.

The goal is to create a dynamic, relevant, and learner-centered curricula that equips students with essential skills for success in various fields.

4. Expected Outcome and Deliverables

The expected deliverables are summarized in the table below.

Deliverables	Timeline	
Deliverable 1	Kickoff and Inception	
Sub-Deliverable 1.1.	Kickoff meeting with GCA, AfDB and the Government	1 week from contract signing
Sub-Deliverable 1.2.	Draft and finalize an inception report to GCA, AfDB and the Government for input before finalization.	1 month from kickoff
Deliverable 2	Needs Assessment and Gap Analysis	
Sub-Deliverable 2.1.	Review of the existing curricula, materials, and best practices in Somalia, the region, the selected benchmarking country(s) (Rwanda, Kenya, Uganda/Tanzania) as well as the SEIP project documents and reports to identify gaps and areas for improvement.	2.5 months from inception report
Sub-Deliverable 2.2	Conduct thorough research on the skills development training programs and standards of TVET ecosystems in 2-3 countries in the region.	
Sub-Deliverable 2.3	Conduct comparative studies between the programs in these countries and Somalia.	
Sub-Deliverable 2.4	Draft a progress report which comprises the above sub-deliverables 1.1 to 1.3 and recommendations for	

	an approach for Deliverable 3. The progress report will be circulated for review and feedback by GCA, AfDB and the Government for input for finalization.	
Deliverable 3	Curriculum Design and Harmonization	
Sub-Deliverable 3.1	Develop clear learning objectives for each subject area, ensure alignment with national or regional educational standards, and harmonize content across subjects to promote interdisciplinary learning.	6 months from progress report
Sub-Deliverable 3.2	Design engaging and interactive learning activities and resources to enhance student engagement and comprehension	
Sub-Deliverable 3.3	Trainers and facilitators are equipped with the necessary skills and resources to effectively deliver the capacity-building program, in the TVET centers	
Sub-Deliverable 3.4	Training Report developed, documenting all training activities conducted, including participant details, session summaries, key learnings, challenges encountered, and recommendations for scaling the program.	
Deliverable 4	Monitoring and Evaluation	
Sub-Deliverable 4.1	A monitoring and evaluation system implemented in collaboration with MolSA and TVET centers to track the impact of the training and assess knowledge, skills, and real-world application.	Ongoing till assignment completion

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

5. Institutional and Organization Arrangements

GCA is the contracting agency responsible for the final approval of deliverables. The consultant will report to and be supported by the delegated GCA Youth, Jobs and Entrepreneurship staff. Unless agreed otherwise, the GCA will share the deliverables with the AfDB and the Government for their feedback.

All data, stakeholder engagement tools, and outputs generated by this assignment should be provided to the GCA and a government focal point if one is appointed.

The consultant should seek guidance from the GCA and the AfDB on how to ensure data protection of any sensitive data during the inception phase.

All outputs will be in GCA branding unless agreed otherwise.

6. Qualifications

Qualifications of the Firm

- A minimum of 10 years of proven experience in developing and delivering curricula and training programs, in climate change and adaptation for youth led enterprises in Africa and preferably in Somalia with a focus on climate change, adaptation and related thematic sectors and skills, preferably in TVET settings and in fragile and conflictaffected contexts.
- At least 7 years of delivering and working on impactful climate change related projects or assignments for Multi-Lateral Development Banks (MDBs), Government Agencies and International Development Institutions (IDIs).
- Demonstrate knowledge and expertise of the TVET system and governance, the Curricula development, and the socio-economic context of Somalia.
- The consultant should possess a deep and demonstrable expertise in the field of climate change and sustainability with a proven track record of successfully providing trainings that address climate change challenges. And showcase a comprehensive understanding of global climate change frameworks, protocols, and agreements, including but not limited to the Paris Agreement, Sustainable Development Goals (SDGs), and international climate policies.
- The consultant to demonstrate some physical presence in Somalia or work with a local partner, serving to support on-the-ground data collection efforts for enhanced local context and comprehensive insights.
- Excellent report writing and presentation skills, and ability to produce high-quality and evidence-based outputs and deliverables in English and Somali.
- Strong communication and facilitation skills, and ability to engage and consult with a
 wide range of actors and stakeholders in the local language, and to incorporate their
 feedback and inputs into the report.
- High level of professionalism, integrity, and ethical standards, and respect for diversity and inclusiveness.

Qualifications of Experts

1. Team Lead

The Team Lead will coordinate the work of the Consultant and ensure the quality and coherence of the services provided. The Team Lead should have:

- Master's Degree or above in Curriculum and Instructional Design, Education, international development, economics, business or related fields;
- A minimum of ten years of progressive experience related to private sector development and business development services, particularly in TVET or formal education, with focus on youth enterprise development projects, with provisions for training/capacity building, business development and personnel coaching;

- A minimum of ten years of proven senior level strategic experience including on issues related to climate change and/or sustainable development;
- Experience in training and developing and drafting training materials and running training workshops;
- Hands on work experience in fields related to the assignment in developing countries in general, and Africa, in particular, is an asset;
- Understanding and practical experience on gender mainstreaming;
- Proven experience in preparation of strategic plan development;
- Knowledge of multilateral Development Banks, other international organizations and familiarity with development activities or related areas;
- Knowledge of climate change adaptation and green growth, the multilateral climate governance framework and global climate finance architecture, with a focus on Africa;
- Experience working in complex multicultural, multi-stakeholder environments including institutional staff, senior government officials, regional organizations, community-based organizations;
- Excellent leadership skills and the ability to make people deliver;
- Excellent technical and analytical skills and proven experience in operational and policy work particularly on climate change adaptation, green growth, and climate finance:
- Knowledge of and experience of private sector development and/or entrepreneurship will be considered an asset;
- Experience arranging public private dialogues will be considered an asset;
- Specific experience related to Entrepreneurship or SME (Small and Medium Enterprises) development is an advantage;
- Excellent report writing and presentation skills;
- Excellent in spoken and written English and knowledge of French, Arabic is an added advantage

2. Climate Adaptation Expert

This expert should have:

- Master's degree or higher in climate change adaptation, disaster risk reduction, food security, water resource management, engineering, development studies, economics, business, or environmental sciences.
- 5 years' experience in climate change and climate change adaptation
- Contemporary knowledge of climate change in Africa, preferably in Somali, and a broad understanding of international developments in climate change, climate change adaptation, including the role of the private sector in address climate change
- Experience training SMEs on climate change adaptation
- Proven capacity to translate complex climate change information for non-technical professional users;
- Excellent in spoken and written English and knowledge of Somali.

3. Curriculum Development Expert

This expert should have:

- Bachelor's degree in Education, Student Development, Business Administration, Communications, Social Science, Training & Development or related field.
- At least five years' experience in leading and coordinating curriculum development efforts for international non-governmental and donor organizations
- At least five years of work experience in sustainable agricultural, value chain development and Agri value chains or related fields with recognized technical expertise
- Experience in training SMEs/Youth and in developing and drafting training materials and running training workshop;
- Experience in developing curriculums that focuses on Indigenous knowledge and incorporates Indigenous teaching methods
- Excellent report writing and presentation skills;
- Excellent in spoken and written English and Somali

The consultant will work under the overall guidance of the Global Centre on Adaptation, African Development Bank and the PIU.

7. Location

The assignment will be conducted remotely, with in-person meetings and consultations in Somali as required.

8. **Duration/Period**

This assignment is expected to be carried out for a duration of **10-12 months**.

9. Payment Schedule

- 1. **First payment**: 30% of the Fee after completion of Deliverable 1 by the Consultant and acceptance by GCA;
- 2. **Second payment**: 45% of the Fee after completion of Deliverable 2 by the Consultant and acceptance by GCA;
- 3. **Final payment**: The remaining amount (25%) of the Fee after remaining Deliverables 3 and 4, and the final result are successfully achieved by the Consultant and accepted by GCA.

10. Services and Facilities to be provided by GCA

GCA will provide technical assistance in the form of review and feedback of all submitted deliverables.

11. Services and Facilities to be provided by the Consultant

The consultant should provide all necessary office space, equipment, and telecommunications necessary to conduct the assignment.

Annex 2: Financial Proposal Form

The Financial Proposal must include two parts, otherwise it will be deemed as noncompliant:

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			
Total Firm Fixed Price (EUR)				
Breakdown of lumpsum per major deliverable				
D1.1: Inception Report				
D2.1: Progress Report				
D3.1: Draft Community Resilience Spatial Framework.				
D3.2: Final Community Resilience Spatial Framework.				

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

- 1. In Euros,
- 2. Fixed and not subject to revision,
- 3. Economical, in line with prevailing market rates and/or the approved professional charges,
- 4. Independent of exchange rates,
- 5. Inclusive of all costs directly and indirectly related to the performance of the contract (e.g. taxes, management fees, travel costs, per diem allowances/DSA, International flights, airport transportation, insurance, profit, training expenses, communication costs, social costs, overheads, administrative costs, printing, rent, office expenses, shipment of personal effects, contract management costs, etc.), and
- 6. Exclusive of VAT.

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

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

Bidder's Authorized Representative:
Position:
Date:
Signature (authorized representative):

Part 2:

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

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

Categories	Unit of Measu re	Quantit y	Unit Rate	Total Fee (EUR) Excl VAT	Local sub- contractor VAT where applicable (outside EU)	Total Fee Incl local VAT (outside EU only)
Remuneration						
Team Lead	Day					
Climate Adaptation Specialist	Day					
Curriculum Development Expert	Day					
T					Total	
Reimbursables/ Other Expenses						
Total						

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

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

S/N	Reimbursable/Other Expenses
1.	Taxes, social costs
2.	Management fees
3.	Travel/Transportation costs (flights, rental cars, taxis, etc.)
4.	Airport transportation
5.	Per diem allowances/DSA
6.	Insurance (all types)
7.	Training, certification expenses
8.	Communication costs; phone calls, video conferencing, fax and mailing
9.	Overheads
10.	Administrative costs, office supplies and equipment, shipping and courier services
11.	Utilities (electricity, water, internet, phone)
12.	Printing, photocopying and stationery
13.	Hotel/accommodation, rent
14.	Shipment of personal effects
15.	<u>~</u>
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
	Market research
	License and Permit Fees
28.	Health and Safety Compliance
29.	Environmental Impact Studies, Survey and Geotechnical Reports
30.	Government fees
31.	Security clearance costs

^{*}While these costs are termed "reimbursable," a lumpsum contract will be issued where disbursements are made upon approval of deliverables.

Annex 3: Declaration on Honor for Organizations

The undersigned (insert name),rep	resentir	ng:
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; 		
(b) it has been established by a final judgement or a final administrative decision that the Organization is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;		
(c) it has been established by a final judgement or a final administrative decision that the Organization is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Organization belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
 (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement; 		
(ii) entering into agreement with other parties with the aim of distorting competition;		
(iii) violating intellectual property rights;		
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;		
(v) attempting to obtain confidential information that may confer upon its undue advantages in the award procedure;		
(d) it has been established by a final judgement that the Organization is guilty of any of the following:		
(i) fraud, as defined in applicable laws and regulations;		

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

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

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

III - Remedial measures

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

IV – Evidence upon request

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

V - 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/unsupplier-code-conduct.

Full name:	
Date:	
Signature: (authorized r	epresentative)

Annex 4: 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 **[Contactor]**, 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

b. 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

c. 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

d. 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.
- 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

e. 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

f. 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 so.

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

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

- 5.2.1 **First payment**: [20] % of the Fee after the acceptance of GCA as per Article 6 of this Contract of the delivery of Deliverable 1 as laid out in **Annex XX**;
- 5.2.2 **Second payment**: [20] % of the Fee after the acceptance of GCA as per Article 6 of this Contract of the delivery of Deliverable 2 as laid out in **Annex XX**;
- 5.2.3 **Final payment**: The remaining amount of the Fee after all deliverables and the final result as described in **Annex XX** are successfully achieved by the Contractor and accepted by GCA as per Article 6 of this Contract.
- 5.3 All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable.
- 5.4 The GCA retains the right to request additional details related to the performance of the Services by the Contractor if it deems this necessary. The Contractor agrees to provide all reasonable information.
- 5.5 In case of an audit of GCA's expenses related to the Services, the Contractor shall cooperate fully and shall respond to all of the GCA's and the auditor's requests for information truthfully and timely. The Contractor shall grant the auditor access to its premises if this is necessary to conduct the audit.
- 5.6 All invoices must be addressed to: The Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam and shall be sent by email to finance@gca.org. Invoices must clearly include the Contractor's letterhead, invoice date, the full address of GCA as stated above, and the relevant **GCA contract reference number** to ensure proper processing.
- 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 I	bank's	routing	
information:			
Bank account cu	rrency:		

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

g. 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

h. 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

i. 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

j. 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

k. 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

I. 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 attributably to comply promptly, properly or at all with any obligation under this Contract;
 - 11.1.5 The GCA, if there is any doubt about the reliability and/or integrity of the Contractor, resulting from the screening process including but not limited to, for example, the condition that it has been determined that the Contractor has been involved in serious incidents or irregularities with previously contracted persons, clients, employers and/or on previous assignments;
 - 11.1.6 The GCA, if one or more of the exclusion criteria mentioned in section I or section II of the signed Declaration on Honor becomes true for the Contractor.
- 11.2 Termination of this Contract shall not affect the other rights and/or recovery possibilities of the Party terminating it.
- 11.3 In the event of termination by GCA due to the fault of the Contractor, the GCA shall withhold and deduct from payment to Contractor the amount reasonably deemed necessary to complete the Services and deliver the Deliverables.
- 11.4 Unless and to the extent otherwise specified in this Contract, on the termination of this Contract for any reason, the GCA shall be responsible for paying the part of the Fee for

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

ARTICLE 12

m. 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

n. 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

o. 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

p. 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:	For and on behalf of:	
Stichting The Global Center on Adaptation	[Insert Contractor's Name]	
Nama, Brof Dr. Batrick Varkasiian	Nama	
Name: Prof. Dr. Patrick Verkooijen	Name:	
Position: President & CEO	Position:	

Date:	Date:

q. 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:		