

# REQUEST FOR PROPOSALS (FIRMS)

For

Review of "Scaling up Investments in Nature-based Solutions for Climate Resilience (Bangladesh)" Project grant supported by Global Affairs Canada

RFP Ref: GCA-PR-25-881

CLOSING DATE: 02 JANUARY 2026 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: 11 December 2025



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# Acronyms and Abbreviations

Acronym	Description
AAAP	Africa Adaptation Acceleration Program
ADB	Asian Development Bank
CRA	Climate Risk Assessment
DAE	Direct Access Entity
EOI	Expression of Interest
ESG	Environment, Social and Governance
EU	European Union
FAQ	Frequently Asked Questions
FIAP	Feminist International Assistance Policy
GCA	Global Center on Adaptation
GCF	Green Climate Fund
GESI	Gender Equity and Social Inclusion
IFI	International Finance Institutions
KfW	KfW Development Bank
LLA	Locally Led Adaptation
MDBs	Multilateral Development Banks
N/A	Not Applicable
NAP	National Adaptation Plan
NbS	Nature-based Solutions
R4I	Research for Impact
RFP	Request for Proposal
ToR	Terms of Reference
VfM	Value for Money
VAT	Value Added Tax
WBG	World Bank Group



#### 1. Introduction

#### 1.1 Global Center on Adaptation

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

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

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

# 1.2 Program Background Information

GCA's work is structured around six core pillars of intervention: Food Security; Infrastructure and Nature-based Solutions (NbS); Water and Urban Systems; Locally Led Adaptation (LLA); Youth, Education, and Adaptation Jobs; and Adaptation Finance. Through these interconnected pillars, GCA designs, supports, and scales initiatives that translate global policy commitments into practical, on-the-ground outcomes. At the same time, GCA leverages insights and lessons from local and regional implementation to inform and shape global dialogue and decision-making on adaptation. This two-way exchange that links policy to practice and practice to policy enables GCA to promote innovative, evidence-based solutions that strengthen resilience, enhance equity, and accelerate transformative adaptation action across all levels of society.

By partnering with governments, international organizations, and private sector actors, GCA brings together technical expertise, financial innovation, and policy influence to scale-up adaptation efforts where they are needed most. Its multidisciplinary teams of specialists provide strategic guidance, technical assistance, and policy support to strengthen the adaptive capacity of communities, particularly those most vulnerable to climate impacts. International and national consultants and implementation partners bring in specific expertise and contribute to ground-level implementation of sub-projects.

Beyond implementing programs, GCA plays a vital role in elevating the visibility and political priority of climate adaptation on the global agenda. It champions evidence-based solutions and facilitates pathways for smarter investments, innovative technologies, and improved planning. In doing so, GCA enables countries and communities to become more resilient to climate-related risks such as floods, droughts, and sea-level rise, ultimately advancing a more sustainable and climate-secure future for all.



In 2023, GCA received CAN \$9,850,413 from "Global Affairs Canada"1 for the "Scaling up Investments in Nature-based Solutions for Climate Resilience" Project (henceforth referred to as the "project"). The nine sub-projects designed by GCA under this project are primarily focused on climate-resilient and gender-responsive infrastructure, as well as water and urban systems, adaptation finance, and LLA solutions, implemented in partnership with governments, academia, community-based organizations, and international financial institutions (IFIs). The sub-projects reflect both the scale of investment and the diversity of sectors through which GCA can support the integration of NbS into climate adaptation and infrastructure planning. As per Canada's Feminist International Assistance Policy (FIAP), GCA has prioritized and integrated Gender Equity and Social Inclusion (GESI) into sub-project design and implementation.

The sub-projects are expected to shape about \$2.6 billion in IFI investments by ensuring that in-depth climate risk and vulnerability analysis is incorporated into development projects, and to build the climate resilience of vulnerable people in Bangladesh. The sub-projects are expected to reach at least 500,000 direct and indirect beneficiaries.

# 2. Description of Services

#### 2.1 Purpose of this Assignment

Within this context, GCA is seeking a qualified firm/organization (hereby referred to as Service Provider or Bidder) to conduct an independent end-of-phase evaluation of results to generate credible, evidence-based findings on the performance, effectiveness, and value for money (VfM) of the Project in Bangladesh between 2022 and 2026.

The expected services to be provided under this assignment include validating outputs and intermediate outcomes, assessing the quality and uptake of GCA's technical assistance and capacity-building efforts, examining GESI integration, and identifying lessons learned and recommendations for future programming. The detailed Terms of Reference and Deliverables for this assignment are presented in **Annex 3**. The total duration of this assignment is estimated at up to 14 weeks.

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

#### 2.2 Information about the Contract Package

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

# 3. Preparation of Proposals

# 3.1 RFP Indicative Schedule

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



Activity	Estimated date
Request for Proposals published/issued	11 December 2025
Deadline for sending a request for clarification to GCA	17 December 2025
Deadline for submission of proposals	2 January 2026
Proposal opening	5 January 2025
Evaluation of the proposals	8 January 2026
Notification of the award and the evaluation results sent to bidders	12 January 2026
Signature of Contract	16 January 2026

#### 3.2 Communications, Clarifications and Amendment of RFP

The point of contact for all questions or requests for additional information is <a href="mailto:procurement@gca.org">procurement@gca.org</a>. All contact with personnel employed by the Global Center on Adaptation with respect to this RFP is prohibited, except for messages to the above email address. Improper contact may constitute grounds for rejection of your proposal. All inquiries regarding this RFP must be submitted in writing. Interest to bid and questions shall be sent to the above email address before the date mentioned in the timeline and must be labelled "Clarification Request - GCA-PR-25-881 - Review of "Scaling up Investments in Nature-based Solutions for Climate Resilience (Bangladesh)" Project grant supported by Global Affairs Canada". 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.

Bidders are encouraged to consult the Frequently Asked Questions (FAQ) Sheet available on the GCA website procurement Page <u>Procurement - Global Center on Adaptation</u>. This FAQ provides general guidance for bidders participating in GCA procurement processes. If your question is not addressed in the FAQ sheet, please submit your inquiries via email to <u>Procurement@gca.org</u>

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

The closing date for clarification requests concerning this Request for Proposal is 17 December 2025, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET).

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

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



#### 3.3 Language

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

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

# 3.4 Cost of Submitting Proposals

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

# 3.5 Alteration or Withdrawal of Proposals

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

# 3.6 Signature of the Proposal

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

# 3.7 Validity of Proposals

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

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

#### 3.8 Currency

Proposals must be presented in EUR.

#### 3.9 Content of this RFP

The package of this RFP comprises the following:

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



# 3.10 Joint Proposals and Subcontracting

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

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

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 procurement.

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

# 3.11 Supplier Code of Conduct

GCA subscribes to the <u>UN Supplier Code of Conduct | UN Procurement Division</u>. By participating in this RFP, bidders agree to comply with this code.

# 4. Submission and Opening of Proposals

#### 4.1 Submission of the Proposal

If you are interested in participating in this Request for Proposal, you are requested to submit your proposal in PDF format to the link: GCA-PR-25-881 – Review of "Scaling up Investments in Nature-based Solutions for Climate Resilience (Bangladesh)" Project grant supported by Global Affairs Canada no later than 2 January 2026, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET) (hereinafter referred to as "the closing date and time").

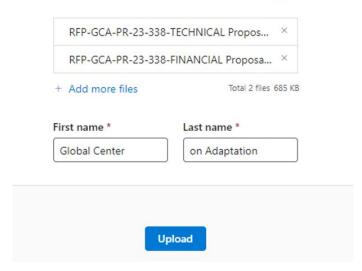
Bidders are cautioned that the timing of submission is based on when the proposal is received by the GCA, not when a proposal is submitted by a bidder. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, bidders should plan to submit proposals well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

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



Submissions requesting GCA to click on links to download documents shall not be accepted. When uploading the Proposal, the first and last name must be the name of the organization submitting the Proposal as shown in the screenshot below.

# GCA-PR-23-338 - Submit Proposal



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

- Proposal Submission/Identification Form (Annex 1)
- A signed **Declaration on Honor** (Annex 2)
- A Technical Proposal: Shall contain the "Technical Proposal" and supporting documentation, with clear and concise description of your proposed actions to execute the Scope of Work/Terms of Reference and Deliverables (Annex 3). The Technical Proposal should not exceed 15 pages (excluding supporting documentation, CVs, and company profile) and 25MB in size for successful delivery. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
- A Financial Proposal: Shall contain the "Financial Proposal Form" (Annex 4). The
  Financial Proposal should not exceed 10 pages and 25MB in size for successful
  delivery. The GCA will not be held responsible for non-delivery of proposals exceeding
  25MB.
- All the supporting documentation in relation to the evaluation criteria.
- Proposals must be uploaded in **two separate documents**. One containing the Technical Proposal and the other containing the Financial Proposal.
- The Technical Proposal must be named **RFP-GCA-PR-25-881-TECHNICAL Proposal** and no other characters or spacing should be included in the file name.
- The Financial Proposal must be named **RFP-GCA-PR-25-881-FINANCIAL Proposal** and no other characters or spacing should be included in the file name.
- 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 which do not comply with these requirements, e.g. combining the financial and technical proposals in one submission or submitted in any way, other than outlined above, will be rejected.



In case of a joint proposal, all the partners (except the lead partner) shall submit a
power of attorney, signed by an authorized representative of each partner, designating
the lead partner to represent them and to sign the contract on their behalf in relation to
this Request for Proposals.

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

#### 4.2 Opening of Proposals

The opening of proposals is for the purpose of checking and registering the content of each bid and to determine whether the proposal is complete and meet the minimum content requirements.

There will be no public opening session for the proposals received. Offers will be opened privately by GCA after the closing time specified for the receipt of proposals. No public announcement of the contents of any offer will be made at any time.

# 5. Evaluation of Proposals and Bidders

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

- Verification that the bidder fulfils the Exclusion Criteria in Section 5.1 and that it is not in one of the situations covered by the exclusion criteria listed in EU Directive 2014/24/EU.
- Verification that the bidder has the appropriate capacities to perform the contract based on the Selection Criteria described in Section 5.2 (only for those bidders that were not excluded based on the Exclusion Criteria).
- Evaluation of the bidder based on the Award Criteria described in Section 5.3 (only for those bidders that have met the Selection Criteria). Scoring for each Award Criterion will be conducted using the following scale:
  - Excellent
  - Good
  - Average
  - Below average
  - o Poor
- The Evaluation Committee shall evaluate the technical proposals first and shall thereafter open and evaluate the financial proposals of only those bidders whose technical proposals meet the minimum technical score.
- Where individual scoring is adopted, the Evaluation Committee shall discuss scores
  where there are significant discrepancies prior to computing the average score for
  each criterion.
- During financial evaluation, where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate shall govern, unless in the opinion of the Evaluation



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

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

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

In the interest of transparency and equal treatment, without being able to modify their proposals, bidders may be required, at the sole written request of the Evaluation Committee (via Procurement), to provide clarifications within 48 hours. Requests for clarification will only seek minor clarifications of information already submitted by the bidder. No modifications to a proposal can be sought or accepted through a request for clarification (except for the correction of arithmetical errors discovered during the evaluation of the proposal).

#### 5.1 Exclusion Criteria

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

Bidders shall provide a Declaration of Honor (see Annex 2), duly signed and dated, including a statement that they are not in any of the situations listed in Article 57 of EU Directive 2014/24/EU. In case of a joint proposal such declaration shall be submitted for each partner. The declaration shall also be submitted for the subcontractors, when relevant.

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

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

Furthermore, any bidder that has participated in the design, preparation, or implementation of the project to which this RFP relates shall be deemed to have a conflict of interest and will be excluded from the competition.

#### 5.2 Selection Criteria

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

- (1) Professional and Legal Capacity
- (2) Financial and Economic Standing
- (3) Technical Standing



# (1) Professional and Legal Capacity

Criterion	<ul> <li>Bidders must be a registered entity in their home country regulatory agency, as and where applicable, for a minimum of 1 year.</li> <li>All Bidders must have a current team of at least 4 staff members.</li> </ul>
Documentary evidence	<ul> <li>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.</li> </ul>

#### (2) Financial and Economic Standing

Criterion	<ul> <li>Have financial resources and overall financial capabilities to perform with sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</li> <li>Financial capability tests will be run. Liquidity: Current assets/Current liabilities for the last 1 year must be ≥ 1.</li> </ul>
Documentary evidence	<ul> <li>Audited financial statements signed by registered auditor(s), annual reports, or other management approved statements/reports showing the liquidity (assets/liabilities) of the bidder for 1 year in the last 2 fiscal years, which must be submitted in English.</li> </ul>

#### (3) Technical Standing

Criteria	•	At least 5 years' experience in evaluating climate adaptation or resilience programs in South Asia, including Bangladesh.
Documentary evidence	•	The Technical Proposal contains a summary highlighting the experience above.

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

#### 5.3 Award Criteria

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

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

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



Award Criterion	Max. Tech. Score	Min. Tech. Score
TC.1. Specific experience of the firm	30	21
TC.1.1. Demonstrated experience supporting government agencies and international organizations in climate change adaptation planning and policy synthesis.	10	
TC.1.2. Proven track record in conducting evaluations of large- scale development projects, including multi-stakeholder engagement and gender integration.	10	
TC.1.3. Proven track record of integrating gender, social inclusion, and equity considerations into large-scale development project evaluations.	10	
TC.2. Responsiveness to the TORs and proposed methodology	30	21
TC.2.1. Degree of comprehensiveness and clarity of the proposed evaluation approach, including mixed-methods design.	10	
TC.2.2. Quality, realism, and clarity of the proposed work plan and timeline, including fieldwork, analysis, and reporting phases.	10	
TC.2.3. Incorporation of gender and social inclusion considerations into the methodology, data collection, and analysis plans.	10	
TC.3. Key personnel (qualifications as per TOR)	40	28
TC.3.1. Key Expert 1: Team leader	20	
TC.3.1.1. Qualifications and skills	10	
TC.3.1.2. Specific experience	10	
TC.3.2. Key Expert 2: Quantitative Specialist	10	
TC.3.2.1. Qualifications and skills	5	
TC.3.2.2. Specific experience	5	
TC.3.3. Key Expert 3: Qualitative/Field Specialist	10	
TC.3.3.1. Qualifications and skills	5	
TC.3.3.2. Specific experience	5	
Total Technical Score	100%	
Minimum Technical Score		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

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



For the purposes of the evaluation of the Financial Proposal, the bidder offering the lowest price shall receive the maximum total score of 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 contract to the bidder that obtains the highest combined technical and financial score. The decision will be communicated by email to all bidders.

#### 6. RFP Cancellation

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

Cancellation may occur where:

- 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.
- 6) Allocated funding is withdrawn or becomes unavailable.

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 Frrors

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.



# **Annexes**

# **Annex 1: Bidder Identification Form**

GCA-PR-25-881: Request for Proposal for Review of "Scaling up Investments in Nature-based Solutions for Climate Resilience (Bangladesh)" Project grant supported by Global Affairs Canada

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				
DDOCUDENTAL AL	OVERT/OPPORTUNITY			
	JVERT/OPPORTUNITY			
How did you find out about this				
procurement? (Devex, dgMarket,				
GCA website, UNDB,				
GCA invite, etc.)				
CONTACT BOINT	TOD THIS DROUBENESS.			
	FOR THIS PROCUREMENT			
Name				
Position				
Company				
Telephone				
Number				
E-mail				
DIDDED'S DANK AS	POOLINT INFORMATION			
	CCOUNT INFORMATION			
Bank account holder's full name:				



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

# **SIGNATURE OF PROPOSAL**

I, the undersigned, confirm:

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

Place and Date	
Signature (Authorized representative)	
Full Name	



# **Annex 2: Declaration on Honor for Organizations**

The undersigned (insert name),rep	resentir	ng:
Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: ('the <b>Organization</b> ')		
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;		
<ul> <li>(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;</li> </ul>		
(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:		
<ul> <li>(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;</li> </ul>		
<ul><li>(ii) entering into agreement with other parties with the aim of distorting competition;</li></ul>		
(iii) violating intellectual property rights;		
<ul><li>(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;</li></ul>		
(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		



(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;	
<ul><li>(v) terrorist offences or offences linked to terrorist activities, or inciting, aiding, abetting, or attempting to commit such offences;</li></ul>	
(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: <a href="https://www.un.org/Depts/ptd/about-us/unsupplier-code-conduct">https://www.un.org/Depts/ptd/about-us/unsupplier-code-conduct</a>.

Full name:
Date:
Signature: (authorized representative)



#### **Annex 3: Scope of Work/Terms of Reference**

#### TERMS OF REFERENCE (TOR)

#### 1. Introduction and Objective of the Assignment

The Global Center on Adaptation (GCA) is an international organization dedicated to accelerating action and driving systemic change in climate adaptation worldwide. With a mission to catalyze solutions that build resilience to the impacts of climate change, GCA operates through a network of offices in Abidjan, Beijing, Dhaka, Groningen, Nairobi, and Rotterdam.

GCA's work is structured around six core pillars of intervention: Food Security; Infrastructure and Nature-based Solutions (NbS); Water and Urban Systems; Locally Led Adaptation (LLA); Youth, Education, and Adaptation Jobs; and Adaptation Finance. Through these interconnected pillars, GCA designs, supports, and scales initiatives that translate global policy commitments into practical, on-the-ground outcomes. At the same time, GCA leverages insights and lessons from local and regional implementation to inform and shape global dialogue and decision-making on adaptation. This two-way exchange that links policy to practice and practice to policy enables GCA to promote innovative, evidence-based solutions that strengthen resilience, enhance equity, and accelerate transformative adaptation action across all levels of society.

By partnering with governments, international organizations, and private sector actors, GCA brings together technical expertise, financial innovation, and policy influence to scale-up adaptation efforts where they are needed most. Its multidisciplinary teams of specialists provide strategic guidance, technical assistance, and policy support to strengthen the adaptive capacity of communities, particularly those most vulnerable to climate impacts. International and national consultants and implementation partners bring in specific expertise and contribute to ground-level implementation of sub-projects.

Beyond implementing programs, GCA plays a vital role in elevating the visibility and political priority of climate adaptation on the global agenda. It champions evidence-based solutions and facilitates pathways for smarter investments, innovative technologies, and improved planning. In doing so, GCA enables countries and communities to become more resilient to climate-related risks such as floods, droughts, and sea-level rise, ultimately advancing a more sustainable and climate-secure future for all.

In 2023, GCA received CAN \$9,850,413 from "Global Affairs Canada" for the "Scaling up Investments in Nature-based Solutions for Climate Resilience" Project (henceforth referred to as the "project"). The nine sub-projects designed by GCA under this project are primarily focused on climate-resilient and gender-responsive infrastructure, as well as water and urban systems, adaptation finance, and LLA solutions, implemented in partnership with governments, academia, community-based organizations, and international financial institutions (IFIs). The sub-projects reflect both the scale of investment and the diversity of

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<sup>&</sup>lt;sup>1</sup> His Majesty the King in right of Canada represented by the Minister for International Development acting through) the Department of Foreign Affairs, Trade and Development (hereinafter referred to as "Global Affairs Canada").



sectors through which GCA can support the integration of NbS into climate adaptation and infrastructure planning. As per Canada's Feminist International Assistance Policy (FIAP), GCA has prioritized and integrated Gender Equity and Social Inclusion (GESI) into sub-project design and implementation.

The sub-projects are expected to shape about \$2.6 billion in IFI investments by ensuring that in-depth climate risk and vulnerability analysis is incorporated into development projects, and to build the climate resilience of vulnerable people in Bangladesh. The sub-projects are expected to reach at least 500,000 direct and indirect beneficiaries.

As project implementation ends on 31 March 2026, GCA will procure a reputable service provider to conduct an independent end-of-phase evaluation of results. The objective of the evaluation is to generate credible, evidence-based findings on the performance, effectiveness, and value for money (VfM) of the Project in Bangladesh between 2022 and 2026. The evaluation is required both for accountability and for learning. It will enable GCA, Global Affairs Canada, and partners and stakeholders to understand the extent to which the project contributed to intermediate outcomes, strengthened institutional capacities, and influenced climate-resilient investment design between 2023 and 2026.

The subsequent sections of this Terms of Reference (ToR) highlight different information pertaining to the upcoming evaluation and provide information to support interested service providers in developing and submitting a proposal for this assignment.

The expected budget for this assignment is in the range of €60,000- 79,000 inclusive of VAT (Euros).

National and international consulting firms and institutes are eligible to bid for this opportunity.

#### 2. Project Context and Summary

#### A. Snapshot

**Global Affairs Canada Project Number**: P011503

GCA Project title: Scaling up Investments in Nature-based Solutions for Climate Resilience

**Timeframe**: 28 March 2023- 31 March 2026

**Financial information**: CAN \$9,850,413 (committed but not fully utilized)

**Geographic location**: Bangladesh

**Implementing partners**: International Financial Institution (IFI), Multi-lateral Development Bank (MDBs), Government of Bangladesh (ministries and agencies), NGOs, research institutions, private sector, and academia (full list of partners will be provided upon contract award)

# B. Project's Objective and Strategic Approaches

A total of nine (9) sub-projects (investment and non-investment) (refer to Table 1) were designed by the GCA under the project umbrella to be complementary, pilot innovative approaches, and identify opportunities to scale them up for long-term adaptation solutions.

Investment sub-projects refer to those supporting IFI (namely KFW Development Bank) or MDB (Asian Development Bank and the World Bank Group) investments. Non-investment sub-projects are independent of IFI or MDB investments (please refer to the "GCA's *Approach and Theory of Change*" Section for further details).



Invest	ment Sub-projects	Progress (as of Nov. 2025)
1.	Bay Terminal Project (WBG)	Complete
2.	Green Railway Logistics Project (WBG)	Complete
3.	Resilient Urban Territorial Development Project (RUTDP) (WBG)	Complete Mar. 15, 2026
4.	Urban Climate Resilient Infrastructure Project (UCRIP-II) (KfW)	Complete Mar. 15, 2026
5.	Narayanganj Green and Resilient Urban Development Project (NGURDP) (ADB)	Complete Mar. 15, 2026
6.	Climate Smart Rural Transport (CSmaRT) Project (WBG)	Complete Mar. 15, 2026
7.	Bangladesh Coastal Resilience Program (KfW)	Complete Mar. 15, 2026
Non-Ir	vestment Sub-projects	Progress Update
8.	National Capacity to Enhance Access to Climate Finance through Institutionalized Training for Public Administrators in Bangladesh	Complete Mar. 15, 2026 Complete Mar. 15, 2026
9.	Integrated Social Development through Climate Resilient Water Services	Complete Mar. 15, 2026

#### C. Project's Alignment to National Priorities Towards Adaptation and Resilience

Bangladesh is high on the list of countries most vulnerable to climate change, ranking seventh on the 2021 World Climate Risk Index. Among the countries most affected by extreme climate conditions, it contributes only a small share of global emissions. Climate change-induced natural disasters plague Bangladesh due to its geographic location and flat, low-lying topography. High population density, poverty and reliance on climate-sensitive sectors for water and food security, particularly water resources, agriculture, fisheries and livestock, increase its vulnerability to climate change. Climate-induced disasters such as tropical cyclones and storm surges, monsoon floods, flash floods, droughts, sea-level rise, salinity intrusion, ocean acidification, etc., are exacerbating stresses on the country's otherwise tremendous development trajectory, impeding socioeconomic progress and human well-being. <sup>2</sup>

Bangladesh has been proactive and adept in climate change adaptation, mandated by the Constitution in its 15<sup>th</sup> amendment, Article 18 A1 on the protection and improvement of the environment and biodiversity. Over the decades, Bangladesh has advanced substantially in building adaptive capacity and resilience through the formulation and subsequent implementation of required policies and regulatory frameworks for enabling climate resilient sustainable development. Landmark achievements include the formulation of the National Adaptation Programme of Action (NAPA, 2005), the Bangladesh Climate Change Strategy and Action Plan (BCCSAP, 2009), the Bangladesh Delta Plan 2100, and the National Adaptation Plan (NAP) 2023- 2050.<sup>3</sup>

<sup>&</sup>lt;sup>2</sup> Ministry of Environment, Forest and Climate Change, Government of the People's Republic of Bangladesh (2022). National Adaption Plan of Bangladesh 2023-2050.

<sup>&</sup>lt;sup>3</sup> Ministry of Environment, Forest and Climate Change, Government of the People's Republic of Bangladesh (2022). National Adaption Plan of Bangladesh 2023-2050.



The NAP 2023-2025 outlines a strategic approach to addressing climate change impacts and improving adaptation. This approach requires USD 230 billion of financial resources- about USD 8.5 billion required annually. Of this, USD 6 billion is expected to come from external sources, including international climate funds and development partners.

Based on developed adaptation pathways and sectoral adaptation requirements of the country, a total of 113 priority interventions across 11 climate stress areas have been appraised in the NAP for implementation until 2050. The primary goal is to develop climate-resilient infrastructure to protect against climate variability and natural disasters (please refer to Annex 1 for more details).

# D. GCA's Model and Institutionalized Theory of Change

#### a. GCA's Model

The GCA's model positions it as a "science-to-design" partner, testing large infrastructure projects for climate risk, embedding nature-based buffers where grey infrastructure falls short, and equipping stakeholders to keep projects viable under future climate scenarios. The pillars structure, spanning Water and Urban, Infrastructure Assets and NbS, and LLA, aligns with critical infrastructure domains. The GCA's analytics and design inputs provide relevant, precise and context-sensitive adaptation solutions. The model also evolves with stakeholder demand.<sup>4</sup>

More specifically, GCA supports IFI and MDB project task teams and relevant government counterparts involved in investment planning and project execution. The sustainability of adaptation outcomes is reinforced through IFI and MDB investment appraisal systems, which incorporate climate resilience and environmental, social, and governance (ESG) safeguards, and a consequent board approval process. In this regard, one of the risks that GCA faces in its model is the pace of the appraisal systems and the board approval delays lead to implementation delays for GCA programs and projects.

It is important to note that the GCA's model does <u>not</u> directly engage with local communities, except for select initiatives under the LLA pillar (implemented through partners with expertise on community engagement.

GCA intentionally finds opportunities to integrate Gender Equality, Equity, and Social Inclusion (GESI) considerations into its work, ensuring that climate adaptation solutions are inclusive, equitable, and benefit all segments of society, especially the most vulnerable. GCA achieves this through policy, advocacy, and project support by informing policy (e.g. developing guidelines and conducting workshops to show how inclusivity is vital for successful infrastructure projects); promoting social equity; developing practical tools (e.g. develop tools and resources to help organizations build more inclusive and effective adaptation strategies); and guiding at the local level (e.g. provide expertise and conduct dialogue to ensure that GESI principles are woven into the planning and execution of specific projects).

# b. Institutionalized Theory of Change

GCA's Theory of Change (ToC) positions the organization as bridging the gap between climate science and investment design. The ToC is used across GCA's programs in Africa and Asia. A

Terms of Reference – Service providers

<sup>&</sup>lt;sup>4</sup> External evaluation of the Africa Adaptation Acceleration Program (AAAP) - Global Center on Adaptation



visual representation of the ToC is provided in Annex 2, illustrating the causal links from GCA's inputs and activities to its ultimate impact. A general summary of the approach within the ToC is provided in this section.

GCA's ToC aims to drive adaptation to improve the climate resilience of people, communities, and economies. This is done by embedding resilience into major economic and development investments through strategic partnerships with governments, IFIs, MDBs, and the private sector. Again, the overall outcome GCA works towards is to scale up the implementation of climate-resilient investments, resulting in strengthened infrastructure, livelihoods, and financial systems that can withstand climate shocks and stresses.

The ToC pathway is implemented through four interconnected workstreams that together translate science, evidence, and innovation into large-scale adaptation outcomes. These workstreams together create a progression of change:

- Technical Assistance (TA): Provides climate risk analyses, integrates adaptation design into investment projects, and ensures resilience is embedded from planning through implementation.
- Capacity Building: Strengthens institutional capacity among IFIs, government agencies, and implementing partners to sustain adaptation action and knowledge retention.
- Advocacy: Shapes the enabling policy and financial environment for climate-resilient investment, supporting policy coherence and alignment with national priorities.
- Knowledge: Generates, packages, and disseminates insights, data, and tools that inform investment design and promote adaptive learning.

To carry-out the workstreams described above, GCA's team is directly involved in outputs such as:

- In-country preparation and appraisal missions with IFI or MDB, providing technical and policy inputs to integrate climate considerations into project frameworks.
- Multi-stakeholder engagement, including private sector and government, to drive awareness, appreciation and ownership.
- Developing the framework for engagement with specific counterpart, identifying opportunities to embed adaptation priorities into project frameworks and accordingly design projects/ sub-projects that combine cutting-edge innovation, bring together global expertise and local knowledge (including that of GCA experts), strengthen contextual relevance and ownership.
- Informing IFI and MDB project design both before and after board approval, ensuring that adaptation measures are integrated throughout the investment lifecycle.
- Carefully designing procurements and sub-grant agreements to engage sound and credible technical partners to deliver TA, capacity-building programs, advocacy, and knowledge.

Through the workstreams and deliverables described above, GCA intends to respond to the following (institutional) intermediate outcomes:

- Immediate Outcomes: GCA's evidence-based advice, tools, and technical recommendations are adopted within investment project design, policy frameworks, and institutional processes.
- Intermediate Outcomes: Climate adaptation and resilience become institutionalized within the systems, operations, and investment frameworks of IFIs, MDBs, and government agencies.



• Intermediate Outcomes: Key stakeholders and policy makers are informed by adaptation research, advocacy.

Collectively, these outcomes contribute to GCA's overarching impact: Enhanced climate resilience of people, communities, and economies, driving sustainable, inclusive, and climate-proof growth.

The project's objectives and strategic approaches are built around three interconnected pillars.

The LLA pillar emphasizes community-driven, bottom-up planning that empowers vulnerable groups, particularly women and low-income households, to identify climate risks and codesign adaptation measures. This approach ensures that those most affected by climate change have an authentic voice and agency in shaping adaptation investments. The subprojects under this pillar engaged government entities, IFIs, and NGOs.

The NbS pillar prioritizes effective, long-term sustainability, and broad co-benefits, including resilience, biodiversity protection, and social welfare across programs. In this project, the NbS work focused on a systemic approach for adaptation through three interconnected systems (i.e., resilient infrastructure networks, resilient cities, and resilient water systems), assessing climate risk and vulnerability, financial and social returns. The sub-projects under this pillar engaged government entities, IFIs, NGOs, practitioners (engineers, urban planners, etc.), and academics.

The Adaptation Finance pillar focused on mobilizing public and private capital by supporting the Government of Bangladesh and Direct Access Entities (DAEs) with technical assistance, training, and project design to improve access to the Green Climate Fund (GCF) and scale climate-resilient interventions. Comprehensive capacity-building programs are developed and embedded into national apex training institutions as well, to ensure implementation and long-term impact.

Operationally, the sub-projects function as a platform for testing and institutionalizing GCA's upstream model, combining technical assistance, tools, training, and targeted local engagement. By concentrating on water systems, urban resilience (integration NbS), adaptation finance, and LLA, the Project enables engagement across multiple governance levels whilst grounding interventions in community-identified priorities.

Overall, this project is intended to strengthen the institutional capacity among IFIs, government agencies, and civil society partners to plan, design, and finance inclusive, climate-resilient infrastructure. It demonstrated how global expertise can reinforce local leadership, providing a scalable model for systemically integrating climate change adaptation in large-scale investment sub-projects.

# E. Description of the "Scaling up Investments in Nature-based Solutions for Climate Resilience" Project

#### a. Overview

The flagship project "Scaling up Investments in Nature-Based Solutions for Climate Resilience" aims to shape approximately USD 2.6 billion in infrastructure investments so that more than five hundred thousand people gain access to national, urban, and rural services built to withstand the impacts of climate change.



The project supports the National Adaptation Plan 2023 to 2050, which prioritizes infrastructure, water resources, agriculture, and urban systems. Nine (9) sub-projects were designed and implemented through sub-grants to partner organizations, each supporting people-centered and climate-smart planning. Together, the sub-projects strengthen national and municipal capacity to design climate-resilient, gender-responsive, and locally informed investments across urban, rural, and coastal systems.

Seven (7) of the nine sub-projects help IFIs and MDBs to integrate climate adaptation and resilience measures into investment projects and specifically NbS into infrastructure development. The approach centers on resilient urban and rural transport and infrastructure and resilient cities, and resilient water systems. Each intervention includes assessment of climate risk, vulnerability, and expected financial and social returns. The two (2) non-investment sub-projects focused on enhancing national capacity to access climate finance through institutionalized training for public administrators in Bangladesh and integrating social development into climate resilient water services.

To mobilize climate finance, the sub-project offered technical assistance to the Government of Bangladesh to access international climate funds, Capacity building programs were designed to ensure gender responsive climate finance is being developed and incorporated into the regular training curriculum of national-level apex training institutions for civil servants and bankers (e.g. Bangladesh Civil Service Administration Academy and the Bangladesh Institute of Bank Management). Global experts were drawn in to support module design and deliver training of trainers courses for faculty members of these institutions.

GCA is also developing and testing innovative approaches including green infrastructures and NbS for climate-resilient water services. By improving climate resilience of water services, the sub-project will facilitate poverty alleviation, strengthen local livelihoods, and equip communities with sustainable, climate-resilient solutions for people and food security. The sub-project aims to ensure that climate adaptation becomes a systematic and cross-cutting approach in sectors such as water supply and management, agriculture, livelihoods, disaster risk reduction, and health services.

#### b. Focus on Gender Equity and Social Inclusion (GESI)

Canada's Feminist International Assistance Policy (FIAP) uses a human rights-based approach to international assistance, with the goal of advancing gender equality and empowering women and girls to eliminate poverty and build a more peaceful, prosperous, and inclusive world. The policy is structured around six interconnected areas of action: Gender Equality and the Empowerment of Women and Girls; Human Dignity; Growth that Works for Everyone; Environment and Climate Action; Inclusive Governance; and Peace and Security. Of the six interconnected areas of action, GCA focused on "Environment and Climate Action" and "Gender Equality and the Empowerment of Women and Girls".

GCA combined the FIAP with institutionalized GESI principles, ensuring that climate adaptation solutions are inclusive, equitable, and benefit all segments of society. The project prioritized gender-responsive needs in resilience planning, promoted better gender balance across initiatives, and designed adaptation measures informed by science and data.

Under this project, GCA prioritized gender sensitization and the needs of women and girls in resilience planning, supported more balanced participation across initiatives, and designed adaptation measures informed by gender analysis. The approach started with sensitizing GCA



staff and implementing partners on GESI principles and developing internal analytical framework on how to integrate GESI into resilient infrastructure planning.

In sub-project implementation, women (e.g. in government and related agencies, financial institutions, and local communities) were targeted and capacitated to be agents of change in climate preparedness. Gender metrics were included in infrastructure prioritization processes, including for water security and urban planning. The project promoted financing instruments that expanded access to capital for gender equitable investments. Efforts were also made to support resilient nature-based livelihoods for women through equal access to training and economic opportunities in infrastructure, agriculture, and related sectors.

A detailed performance measurement framework (PMF) with gender disaggregated indicators was developed with Global Affairs Canada. The next section summarizes the PMF.

#### F. Performance Management Framework (PMF)

The project is guided by a mutually agreed Performance Management Framework (PMF) (see Annex 3) summarized below. The PMF is a tool for us and GAC to assess performance and reporting.

**Ultimate Outcome**: Improved climate resilience using nature-based solutions (NbS) by households and communities in climate risk zones of Bangladesh

**Intermediate Outcome 1:** Increased investment by Government of Bangladesh in genderresponsive and climate smart infrastructure and water services that integrate Nature Based Solutions for people at risk in Bangladesh.

- Immediate Outcome 1.1: Influence investment design for climate resilient urban and rural infrastructure and water services Increased knowledge of climate risk data to design climate-resilient infrastructure and water services by financing institutions in Bangladesh (influence investment design for climate resilient urban and rural infrastructure and water services);
- Immediate Outcome 1.2: Build National and Sub-National Capacity Increased capacity in developing a gender-responsive climate resilient infrastructure solution with NbS for the government in Bangladesh
- Immediate Outcome 1.3: Enable Locally Led Adaptation Increased capacity of government on the engagement of women, youth, and vulnerable communities in developing climate adaptation investments for resilient infrastructure in Bangladesh

The evaluation will assess only the intermediate outcome, as well as Immediate Outcomes 1.1, 1.2, and 1.3 exactly as defined in Appendix A and A-1 of the Contribution Agreement.

- **Output 1.1.1:** Climate resilience advisory packages delivered to influence the design of investments by the public sector, Multilateral Development Banks, or Climate Funds
- **Output 1.2.1:** Institutional capacity strengthened to plan for national and urban resilience building and the provision of climate resilience building
- **Output 1.3.1:** Urban infrastructure 'People's Plans' developed through a bottom-up approach to engage vulnerable communities in design and planning through the GCA Global Hub on LLA



The disproportionate exposure of poor and vulnerable populations, including women and girls, to the impacts of climate change will be considered in the implementation of all activities, and in line with Canada's FIAP and the GCA's GESI approach.

#### **G.** Evaluation Assignment

The overall objective of the evaluation is to assess the performance of each sub-project and the overall "Scaling up Investments in Nature-based Solutions for Climate Resilience" project. GCA expects that learnings and contributions towards climate adaptation and resilience in Bangladesh are weaned from the sub-projects and addressed through an analytical lens.

The evaluation is primarily anchored in the OECD DAC+ framework. It must be aligned with the project logic model, which includes the outcomes and outputs as agreed between Global Affairs Canada and GCA. It must document the quantitative and qualitative achievements and lessons, and reflect/recommend on how it could have been more effective. The service provider will assess GCA's achievements until mid-March 2026.

The specific objectives of the evaluation are to:

- Capturing value for money (VfM) as per the "4Es" framework: Economy, Efficiency, Effectiveness, and Equity. This systematic approach is integrated throughout the entire project lifecycle, from design to closure, and uses various evaluation methods to ensure the best use of taxpayer money to achieve maximum impact on development outcomes.
- Assess the short-term and long-term effects likely or achieved of project. This should also relate to the potential to sustain "improved climate resilience of people, communities and economies in climate vulnerable zones of Bangladesh" over time.
- Capture learning from GCA's sub-project implementation model, including identifying challenges, innovation areas, and potential solutions.
- Recommendations on how GCA can strengthen its impact and contribute to lasting change.

The evaluation will review sub-grant governance, due diligence, VfM, and compliance. It will assess only partnerships and relationships directly funded under the project and as per contracted sub-projects.

The GCA is the primary focal point for this evaluation process. The official recipients of the evaluation report are Global Affairs Canada and of course GCA. Wider stakeholders, e.g., implementing partners, relevant ministries, and IFIs, may be informed of the key findings of the report.

#### H. Requirements of the Evaluation Report

#### a. Analysis

The service provider must address the following dimensions in the evaluation report and an illustrative list of questions and tasks are provided below:

Validation of Outputs, Outcomes and Impacts

• Capture or validate intermediate-level outcomes (it is too early to capture impacts).



- Evaluate the quality of technical assistance provided and how well they've been embedded, adopted, replicated, or appreciated (behavior change) by recipients.
- Evaluate the quality of the capacity building programs across pillars and how well they've been embedded, adopted, replicated, or appreciated (behavior change) by recipients.

#### Effectiveness

- How are GCA's knowledge products, tools, and capacity-building efforts institutionalized within national or partner systems?
- Is there demand from IFIs, MDBs, private sector (private engineering firms, those
  interested in accessing finance, etc.), and public sector (government and affiliated
  agencies) and other investment partners for GCA's outputs and technical advisory
  support?
- Are the outputs and technical advisory support translating into intermediate outcomes?
- How well has GESI dimensions been integrated to the project design and results?

#### Efficiency

- How do partners perceive GCA's added value and positioning?
- Has GCA leveraged resources (in-kind and others) to enhance the project?
- Is there evidence of value for money (VfM) in project implementation?

#### Relevance & Coherence

- To what extent are GCA's objectives, activities, and approaches aligned with the national climate adaptation priorities of Bangladesh and the needs of vulnerable communities?
- How well do the project's pillars and sub-projects address the country's most pressing climate risks and development challenges?
- How relevant is GCA's technical assistance and partnership model to the priorities and operational needs of the Government of Bangladesh, IFIs, MDBs, and other partners?
- How effectively has the project ensured inclusion and relevance for marginalized or underrepresented groups (e.g. women and low-income communities)?
- How well does the project complement and catalyze other actions or actors working on climate adaptation and resilience?

#### Impact and Sustainability

- What evidence exists that GCA-supported results would not have happened without GCA involvement?
- Are there examples where there is evidence of continuity or scale-up beyond GCA's direct involvement?
- How are GCA's knowledge products, tools and capacity building efforts institutionalized within national or partner systems?
- To what extent is capacity building contributing to uptake and use of GCA knowledge products and services?

In responding to the evaluation questions above, the service provider shall reflect on the strengths and weaknesses of the GCA business model. The final report must include an analysis of the efficiency and additionality of GCA in delivering important climate adaptation outcomes, also reflecting on alternative ways to support the same types of outcomes. All evaluation questions should consider gender equality as a cross-cutting theme.



All major findings from the evaluation process should be accompanied by recommendations on how GCA can strengthen its impact and contribute to lasting change. Recommendations should be written in such a way that they are relevant for:

- Global Affairs Canada to inform future programming, policy engagement, and partnerships.
- IFIs to highlight good practices, tools, and products that can be embedded for climate-proofing investments.
- Private sector to identify potential areas for investment in climate adaptation and nature.
- Government of Bangladesh- to inform policy

# I. Expectations of the Report

Global Affairs Canada's end-of-project evaluation policy requires systematic collection and analysis of evidence to assess the relevance, effectiveness, and efficiency of programs. These evaluations, conducted by Global Affairs Canada itself, inform decision-making, support program improvement, and fulfill accountability obligations by reporting on results and resource use. The policy is guided by a Departmental Evaluation Plan, which outlines which programs will be evaluated and focuses efforts on issues that impact Canadian security and prosperity, while also considering gender equality, human rights, and environmental sustainability.

This project evaluation, commissioned by the GCA, will feed into Global Affairs Canada's own end-of-project evaluation for the "Scaling up Investments in Nature-based Solutions for Climate Resilience" project. The service provider will be expected to respond to clarifications raised by GCA and Global Affairs Canada until the report is accepted by both parties. The evaluation must be undertaken strictly within the boundaries of the GAC-funded project as described in the contribution agreement and subsequent approved amendments. Alignment with the grant documentation is mandatory for both scope and interpretation of results.

To fully capture the areas where GCA invested Global Affairs Canada funds towards GESI mainstreaming and learning, the service provider is expected to work closely with GCA's gender advisors and consultants to ensure that project outputs, outcomes and potential impacts are well documented. The gender consultants will produce a range of knowledge products derived from the validation of outputs, outcomes, and implementation experiences. The service provider procured for this evaluation will have to collect the information and data required by the gender consultants. In turn, the service provider can include case studies and other knowledge products prepared in the evaluation report.

The service provider should also highlight lessons learned on increasing capacity of internal staff and implementing partners on GESI principles, incorporating GESI into sub-projects, design of curriculum and masterclasses, and engaging women in local communities.

To ensure quality and robustness, the service provider must include the following in the report:

- a. Section describing the methodology used, discussing the limitations and challenges faced during the review and their possible implications on the findings. Recommendations should be grounded in evidence-based analysis, clearly linking findings to actionable suggestions for improvement.
- b. Clear evaluation criteria used to assess the efficiency, effectiveness, impact, and sustainability of the project as a whole.



- c. Capture evaluation findings and support outcome and impact of the project, provide qualitative and possibly quantitative measures that capture successes and learnings, opportunities, and overall sustainability of the project.
- d. Update 9 2-page project briefs (one for each sub-project) in a common template to capture a summary of the project, outputs and outcomes. Text is expected to be robust and including findings from the qualitative and quantitative approaches used by the service provider. Project descriptions are readily available for inclusion in the project briefs, however, findings from the evaluation should strengthen the text.
- e. High-quality pictures to include in the final report and final presentation of findings.
- f. Reflections from partners or beneficiaries included in the evaluation report, e.g. direct quotes or testimonials.
- g. The Annex must include:
  - List of all individuals and organizations surveyed or interviewed, including date and location.
  - List of all references/ resources used.
  - Validated log frame as per findings.
- h. The service provider must include measures to mitigate potential biases and other risks in the review process, ensuring that findings are as neutral, factual, and evidence-based as possible.

The service provider would benefit from reviewing the end-of-phase evaluation of the Africa Adaptation Acceleration Program (AAAP), implemented by the GCA and conducted by Boston Consulting Group. While much larger in scope, the report (available on www.gca.org) will serve as reference to the evaluation of the "Scaling up Investments in Nature-based Solutions for Climate Resilience" Project. The evaluation used a mixed-methods framework to assess the overall project, which included sampling underlying IFI impact as surrogate outcomes. The process strengthened our results appreciation, and the same would be the case for this evaluation. More details will be shared upon contract award.

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

#### a. Timeframe

The review shall include the period from the launch of the "Scaling up Investments in Nature-based Solutions for Climate Resilience" Project in 2023 until mid-March 2026.

# b. Thematic and geographic focus

The review shall consider all pillars and the entire geographic scope of project activities in Bangladesh.

#### c. Evaluation Design

The service provider must propose an outline of the evaluation design in the technical proposal. The service provider is encouraged to propose innovative methods and evaluation ideas based on their own experience with similar program evaluations, which should form part of their technical proposal. This final evaluation design will be part of the inception report and will be approved by GCA prior to implementation.

Upon contract award and during the "inception phase", the service provider will conduct indepth meetings with the GCA team, obtain relevant documents and stakeholder list, and



complete an inception report that includes a detailed that includes a <u>mixed methods approach</u> (qualitative and quantitative).

GCA's expects the following approaches to be incorporated into the evaluation design.

**Qualitative Approach:** Qualitative approaches should be proposed by the service provider but at minimum should include:

- Focus group discussions and Key Informant interviews (KII) with direct and indirect beneficiaries, disaggregated by gender and age-group, for broader understanding and contextualization of quantitative findings and to address evaluation objectives not appropriate for quantitative measurement (Gender dynamics, knowledge and attitude change, barriers to access, etc.).
- Structured and semi-structured KIIs with GCA project team leads, IFI and MDB officials, private sector, implementing partners, government agencies, Global Affairs Canada, and direct beneficiaries.
- Up to 3 field visits to selected sites (e.g. Narayanganj, Khulna, Rajshahi, or Chattogram). The field visit will be finalized project inception phase to interview community-level beneficiaries, municipal councils, and other key stakeholders.

**Desk-based research:** Review and analysis of relevant materials, such as program and project information, annual reports, and MEL information, as provided by GCA upon contract award. This should be coupled with secondary data (national consensus data, scholarly articles, and studies and reports by other organizations) to respond to the questions listed above and to output, outcome and impact results in the log-frame. The service provider should identify relevant resources to triangulate findings.

**Quantitative Approach:** Use numerical data and statistical analysis to measure a project's performance, effectiveness, and outcomes objectively, such as:

- GCA developed scale (shared with Global Affairs Canada) to capture some statistical analysis to measure each sub-project's effectiveness and outcome. The service provider will pilot the use of this scale to numerically rate a project.
- At least one case study illustrating a GCA involvement that was very impactful, with uptake of sub-project output and long-term ownership (and therefore impact) of the recommendations.
- At least one learning story illustrating a GCA involvement that did not turn out as expected. What was the nature of GCA's involvement? Why was it necessary? Why did it not turn out as expected (e.g. risks, challenges)? What was learned and how will it influence practice going forward?
- At least 1 VfM case study for each of the pillars in order to assess economic and financial returns relative to costs, using a structured approach that includes:
  - Cost-benefit analysis (CBA) of adaptation investments, examining returns in financial and social terms, inclusive of the Benefit-to-Cost Ration (BCR) of mainstreaming of adaptation solutions into development investments.
  - Net Present Value (NPV) and Internal Rate of Return (IRR) calculations to determine financial viability.
  - Risk assessments focusing on avoided economic losses due to adaptation interventions.
  - Sustainability assessments measuring long-term benefits, financing mechanisms, and stakeholder buy-in.



**Data collection:** The service provider is expected to include both quantitative and qualitative data collection from all sub-projects, across the different levels of stakeholders. The following minimum methodological expectations must be addressed in the proposal:

- Clear rationale for site selection;
- Contribution/attribution strategy (e.g., contribution analysis, use of comparators, or quasi-experimental methods where feasible);
- Data quality assurance plan;
- Data management plan (DMP), covering collection, secure storage, anonymization, and sharing;
- Consideration of bias mitigation in qualitative and quantitative data collection.

**Scope Limitation Clause (required):** This evaluation will assess only the activities, outputs, and outcomes financed under the contracted Global Affairs Canada contract agreement "Scaling up Investments in Nature-based Solutions for Climate Resilience." The service provider is not expected to examine, assess, or draw conclusions about any activities, expenditures, sub-projects, or results outside the scope of this specific contribution agreement or its approved amendments. All findings, judgments, and recommendations must therefore be restricted to the boundaries of the contracted program.

#### K. Evaluation Quality Standards, Ethics, and Safeguarding

The evaluation shall be conducted in line with internationally recognized evaluation quality standards and ethical guidelines. The service provider is expected to:

- a. Obtain informed consent from all participants and ensure the confidentiality and anonymity of respondents.
- b. Apply "do no harm" principles, with clear safeguarding measures and referral pathways for SEAH and child protection, where relevant.
- c. Ensure gender equality, youth, and social inclusion considerations are fully integrated into data collection, analysis, and reporting.
- d. Comply with data protection regulations (e.g., GDPR), ensuring secure storage, anonymization, and restricted access to sensitive information.
- e. Provide a Data Management Plan in the inception report, covering data collection, storage, retention, and sharing.
- f. Adhere to transparency principles, including making data and tools available in usable formats (unless restricted for ethical reasons).

In addition, the evaluation team must be fully independent of the project under review. Evaluators shall not have been involved in the design, financing, or implementation of subprojects, and all team members will be required to submit a conflict-of-interest declaration.

#### L. Management of the Evaluation

GCA is the commissioning body and Global Affairs Canada is the primary intended user of evaluation findings. The selected service provider will have full responsibility for the design and execution of the evaluation and will ultimately be contracted by and report to GCA.

The selected service provider will bear in mind that each of the nine sub-projects involve different implementing partners. GCA will inform stakeholders and implementing partners about the evaluation once the service provider comes onboard. GCA will coordinate with the Global Affairs Canada and implementing partners independently for required project-level information, input, and field visit coordination.



The service provider should engage a dynamic team with flexibility and be ready to accommodate different needs/advice of concerned parties during the course of the assignment.

Final approval of all deliverables rests with GCA, the contracting authority. The service provider will maintain regular communication with designated focal points at GCA throughout the assignment.

#### M. Expected Outcome and Deliverables

There are 8 deliverables in this assignment:

- 1. Inception report
- 2. Draft report #1
- 3. Draft report # 2
- 4. Final report- full version
- 5. Executive summary of final report
- 6. 1 PowerPoint presentation with significant findings
- 7. 1 consultation meeting (with GCA and partners) to get inputs on emerging findings (to be held at the GCA office, therefore venue costs should not be included in the financial proposal).
- 8. A presentation of findings from the final report at a dissemination event

The inception report shall, as a minimum, contain a section where the service provider shares:

- Understanding of GCA's model, project, and sub-projects
- Evaluation design
- A revised schedule with specific dates for key deliverables and consultations, as well as a proposed outline for the structure of the final report.
- Comprehensive evaluation matrix setting out the objectives, evaluation questions, indicators, data sources, and methods of analysis.

The inception report shall also include an evaluability assessment, identifying the availability, quality, and completeness of existing monitoring data; any data gaps; and implication for the evaluation design. The assessment should outline risks to evaluability and propose mitigation measures, including adjustments to sampling, data collection, and analytical approaches where necessary.

All draft reports will be submitted to GCA. Relevant drafts will be forwarded to Global Affairs Canada, and possibly to implementing partners, for feedback. The evaluation service provider will be required to address all comments in writing.

The final report should be no longer than 60 pages (excluding annexes) and contain an executive summary. The final report may be made publicly available by Global Affairs Canada and GCA.

In addition to the listed deliverables, the service provider shall submit a replication package, including cleaned datasets, survey instruments, codebook, and analysis tools, unless restricted for ethical reasons.

A tentative timeline of tasks and deliverables is provided in the table below.



S/N	Deliverables (tentative)	Timeline
1.	Sign contract with service providers	16 January 2026
2.	Inception Phase: In-depth meeting with GCA team; obtain relevant GCA documents	19- 23 January 2026
3.	Service provider to submit Inception report to GCA	30 January 2026
4.	Presentation of early findings	2 March 2026
5.	Share draft report # 1 with GCA	9 March 2026
6.	Share draft report # 2 with GCA	16 March 2026
7.	Final report & Powerpoint presentation of findings shared with GCA and Global Affairs Canada (not negotiable)	29 March 2026
8.	A short presentation of findings (2 hr session) from the final report at a meeting with key stakeholders	Sometime between 30 March and 2 April 2026.

#### N. Contract Duration Contract Duration

The expected duration of the assignment is from date of signature to 30 April 2026

The review will be carried out over a period of approximately 2.5 months. A tentative list of deliverables and deadlines are presented above, but the service provider is asked to provide a proposed schedule and work plan (in weeks or days) with their bid. This should include specific dates for the key deliverables.

Given the compressed timeline bidders must explicitly justify how timely delivery will be ensured without compromising data quality or fieldwork integrity. A faster turnaround on the deliverables will be highly appreciated and should be mentioned in the proposal submitted by the service provider.

#### O. Institutional and Organization Arrangements

The contact point for management of the assignment is GCA's Country Representative for Bangladesh.

#### P. Qualifications of the Service Provider and Team Members

#### a. Qualifications of the Service Provider

Experience related to the assignment required to successfully perform the services.

The evaluation service provider should demonstrate:

- At least 5 years of international experience in the evaluation of development programs, with a focus on climate change adaptation, resilience, or related fields.
- Experience conducting evaluations in South Asia and specifically Bangladesh.
- Proven track record in applying mixed-methods approaches, including VfM analysis, contribution analysis, and case studies.
- Demonstrated capacity to manage extensive, multi-stakeholder evaluations.



• Experience with end-of-project evaluation of Global Affairs Canada programs and projects would be an advantage

#### b. Qualifications of Team Members

i. Key Expert 1: Team Leader

#### Qualifications and skills

Advanced degree (Masters or higher) in evaluation, economics, political science, development studies, or related field. Minimum 10 years of international experience in program evaluation. Strong knowledge of climate adaptation and resilience. Demonstrated ability to manage multipartner evaluations. Excellent analytical, communication, and report-writing skills. IFI or MDB experience would be an advantage.

#### Specific experience

Proven track record of leading evaluations in South Asia or comparable contexts. Experience applying mixed-methods approaches and OECD-DAC criteria. Prior experience managing donor-funded program evaluations preferred. Experience with Global Affairs Canada program and project evaluations will be given considerable consideration.

ii. Key Expert 2: Quantitative Specialist

#### Qualifications and skills

Advanced degree in statistics, economics, or a related field. Expertise in survey design, data analysis, and VfM/economic analysis. Strong knowledge of quantitative evaluation methods and statistical software.

#### Specific experience

At least 7 years of experience conducting quantitative evaluations in international development programs. Experience with contribution/attribution methods (e.g., contribution analysis, quasi-experimental design) preferred.

iii. Key Expert 3: Qualitative/ Field Specialist

#### Qualifications and skills

Advanced degree in social sciences, anthropology, political science, or related field. Skilled in qualitative data collection methods, including interviews, focus groups, and participatory approaches. Demonstrated expertise in integrating gender, youth, and social inclusion into evaluation design and analysis.

#### Specific experience

At least 7 years of experience conducting fieldwork in complex social and political environments. Proficiency in Bengali (spoken and written) required. Experience managing enumerators and local data collection teams preferred.

# iv. Support staff

The service provider may offer additional support staff (e.g., enumerators, translators, transcriptionists, research assistants) as needed. Costs for such staff should be included in the financial proposal.

#### Q. Proposal Structure and Submission Guidelines



Interested service providers are invited to submit a proposal consisting of:

- a. **Technical Proposal** (maximum 25 pages, excluding annexes):
  - o Understanding of the assignment and context;
  - Detailed methodology, including evaluation matrix, sampling strategy, and data management plan;
  - Workplan and timeline;
  - o Risk assessment and mitigation measures;
  - Quality assurance mechanisms;
  - Team composition, roles, and CVs;
  - Examples of two comparable evaluations conducted by the service provider.
- b. **Financial Proposal**: Itemized budget, including daily rates, level of effort, and all costs as described above.
- c. **Annexes**: CVs (max 3 pages each), references, and a conflict-of-interest statement.

The service provider with the highest combined technical and financial score will be awarded the contract.

#### R. Location

The assignment will be primarily desk-based with mandatory presence/ mission of key team specialists to Bangladesh for <u>at least</u> fourteen (14) days. Most of the stakeholders and implementing partners that GCA worked with are based in Dhaka. The service provider should budget for at least three (3) site visits in Bangladesh. The locations for the site visit will be finalized upon further discussion with the service provider upon award. The team is expected to be available during core working hours and days in Bangladesh Standard time. Selected team members must be available at the GCA office upon request.

# S. Payment Schedule

- a. **First payment**: 35% of the Fee after completion of Deliverables 1 to 3 by the Service provider and acceptance by GCA;
- b. **Second payment**: 25% of the Fee after completion of Deliverables 4 to 6 by the Service provider and acceptance by GCA;
- c. **Final payment**: The remaining amount of the Fee after all Deliverables and the final result are successfully achieved by the Service provider and accepted by GCA.

The cost proposal must include all costs necessary to complete the assignment, including professional fees, travel, in-country transport, visas, translation and transcription, enumerators, data collection, analysis, reporting, and all applicable taxes.

# T. Services and Facilities to be provided by GCA

GCA will provide a meeting room and relevant equipment for use, if available, for consultation meetings, interviews, etc.



# U. Services and Facilities to be provided by the Service provider

The service provider is expected to provide their own office space, laptops, own vehicle, printing costs, etc. while carrying out the assignment.

# V. Annexes

- Annex 1: Bangladesh National Adaptation Plan
- Annex 2: GCA Theory of Change
- Annex 3: Project Management Framework



# Annex 1: Infrastructure Priorities under Bangladesh's National Adaptation Plan (NAP) 2023-2050

Sector /	Key Infrastructure	Examples /	Objective
Thematic Area	Interventions	Targets	
Water Resources Management	Construction and rehabilitation of polders and embankments; river bank protective works; canal excavation and reexcavation; establishment of water regulation structures and rubber dams.	• 353 km of embankment planned • 591 km of canal excavation planned	Protect against floods, saline intrusion, and river erosion; ensure sustainable water management.
Urban Areas	Development of "climate- smart cities" through climate-proofing of essential urban infrastructure.	<ul> <li>Climate-proofing urban drainage and transport infrastructure</li> <li>Conservation of wetlands and biodiversity</li> <li>Increasing green areas and permeable pavements</li> </ul>	Enhance urban resilience and liveability; reduce heat stress, flooding, and pollution.
Disaster Management & Social Security	Construction of resilient housing and community infrastructure; accessibility-inclusive public infrastructure; strengthening of early warning and dissemination systems.	<ul> <li>Climate-proofed shelters and housing</li> <li>Accessible water, sanitation, and public facilities</li> </ul>	Safeguard lives and livelihoods; reduce disaster vulnerability of communities.
Agriculture & Food Security	Development of irrigation, storage, and transport infrastructure to support climate-resilient agriculture.	<ul> <li>Improved irrigation systems</li> <li>Post-harvest treatment and storage facilities</li> </ul>	Ensure food security and agricultural productivity under climate stress.
WASH (Water, Sanitation, and Health)	Development of climate- resilient rural WASH infrastructure and technologies.	<ul> <li>Safe water systems addressing saline and arsenic contamination</li> <li>Climate-</li> </ul>	Protect health and ensure sustainable access to safe water and sanitation.



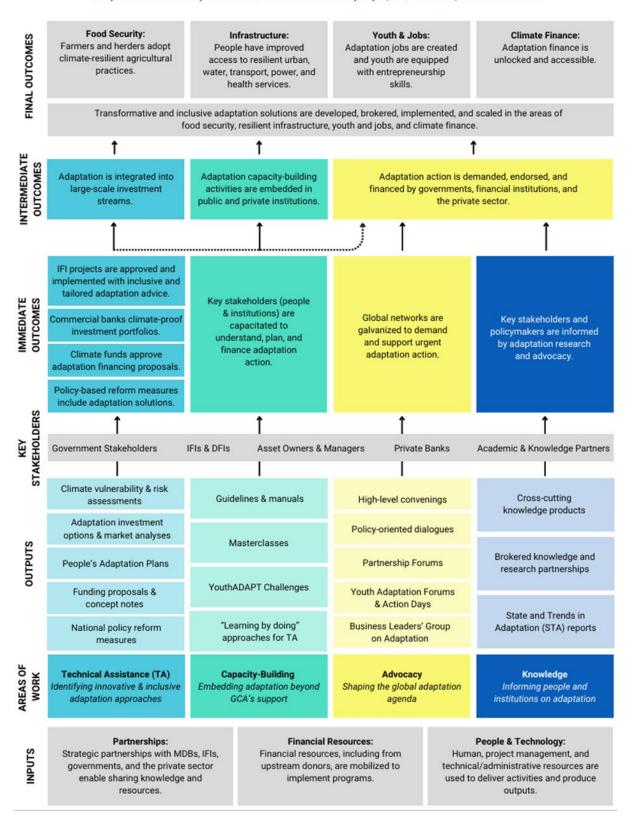
		proofed sanitation facilities	
Overall Investment Outlook	Cross-sectoral integration of climate-resilient infrastructure.	113 total interventions identified	investment: US \$230 billion by 2050 to achieve a climate-resilient nation.



# **Annex 2: GCA Theory of Change**

#### **GCA IMPACT**

Adaptation at scale improves the climate resilience of people, communities, and economies.





Annex 3: Project Management Framework (as of Oct. 17, 2025)

Title	GCA – GAC Scaling up Investments in Nature-based Solutions for Climate Resilience in Bangladesh project					
Country/Region/ Institution		Bangladesh				
Ultimate Outcome	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	FREQUENCY	
Improved climate resilience using nature- based solutions (NbS) by households and communities in climate risk zones of Bangladesh	<ul> <li># of people served by resilient</li> </ul>	0	500,00 beneficiaries	Approved IFI projects, planned government projects, and IFI project progress reports		
Intermediate / EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	FREQUENCY	
INTERMEDIATE OUTCOME 1 - Increased investment by Government of Bangladesh in gender-	\$ in approved investment projects reflecting gender responsive and climate-smart adaptation solutions brokered or adaptation finance solutions influenced by GCA	USD 0	USD 2.6 billion	Investment approval documents, such as MDB, IFI, or Public Investment Authority Board documents	Semi-Annual	
responsive and climate smart infrastructure and water services that integrate Nature Based	# of individual beneficiaries (disaggregated by gender, direct and indirect beneficiaries) at risk targeted through approved investment projects informed by GCA	0 beneficiarie s	500,000 beneficiarie s	Investment approval documents, such as: MDB, IFI or Public Investment Authority Board documents	Semi-Annual	



Solutions for <b>people at risk</b> in Bangladesh.  Immediate / EXPECTED	# jobs targeted through approved investment projects and jobs programs influenced by GCA	0 jobs <b>BASELINE</b>	1,000 jobs	Investment approval documents, such as MDB, IFI, or Public Investment Authority Board documents	Semi-Annual
RESULTS	INDICATORS	DATA	TARGETS	DATA SOURCES	FREQUENCY
IMMEDIATE OUTCOME  1.1 – INFLUENCE INVESTMENT DESIGN FOR CLIMATE RESILIENT URBAN AND RURAL INFRASTRUCTURE AND WATER SERVICES  Increased knowledge of climate risk data to design climate-resilient infrastructure and water services by financing institutions in Bangladesh	# of large-scale investment projects supported by GCA that use climate risk data to design climate-resilient infrastructure and water services in Bangladesh	0	6	MDB, IFI, or Public Investment Authority project docum ents	Semi-Annual
IMMEDIATE OUTCOME  1.2 - BUILD NATIONAL AND SUB-NATIONAL CAPACITY  Increased capacity in developing a gender- responsive climate- resilient infrastructure solution with NBS for	<ul> <li>a) # of training participants from IFIs, governments, local authority officials, and the private sector in GCA-led or facilitated training and capacity building support (can be gender disaggregated)</li> <li>b) % of training participants who report experience of strengthened capacity, skills, and/or</li> </ul>	a) 0 b) 0% c) n/a	a) 170 b) 85% c) 2 masterclasses embedded	a) GCA training participant surveys b) GCA training participant surveys c) GCA project documents	Semi-annual



governments in Bangladesh	empowerment for developing a gender- responsive climate resilient infrastructure				
	c) # of GCA capacity- building masterclasses embedded within local institutions such as training institutions, universities, or government				
INAMEDIATE OUTCOME	programs				
IMMEDIATE OUTCOME 1.3 – ENABLE LOCALLY LED ADAPTATION					
Increased capacity of government on engagement of women, youth, and vulnerable communities in developing climate adaptation	# of 'People's Plans' <b>developed and integrated</b> into investment design under Immediate Outcome 1.1	0	3	GCA results tracker	Semi-annual
<b>investments</b> for resilient					
infrastructure in					
Bangladesh.					

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES
Output 1.1.1: Climate resilience advisory packages delivered	Activity 1.1.1.1: Prepare high- resolution climate risk assessments and stress tests for	0	6 products	Project
to influence the design of	national, rural, and urban infrastructure.	· ·	о размаста	Documents



			<u></u>	
investments by the public sector, Multilateral Development Banks, or Climate Funds	Activity 1.1.1.2: Develop user guide for infrastructure climate stress testing that integrates gender related considerations for IFIs, governments, and local authority officials	0	1 user guide	Project Documents
	Activity 1.1.1.3: Facilitate climate risk dialogues with IFIs, governments, and local authority officials to validate climate risk assessments and to identify grey and green solutions to address the risks	0	6 climate risk dialogues	Project Documents
	Activity 1.1.1.4: Appraise and incentivise integration of adaptation and resilience investment options, including through GCA's City Adaptation Accelerator to integrate NBS and other adaptation solutions, and integrate these options into project design	0	6 adaptation option appraisal reports	Project Documents
Output 1.2.1: Institutional capacity strengthened to plan for national and urban resilience building and the provision of climate resilience building.	Activity 1.2.1.1: <b>Develop a module</b> on gender-responsive urban resilience in Bangladesh, <b>deliver</b> a GCA masterclass on urban resilience, and a ToT on climate- resilient water service in collaboration with partners from Bangladesh.	0	a. 1 module on gender developed and 1 masterclass on urban resilience delivered b. 1 ToT on climate resilient water services	Masterclass curriculum
	Activity 1.2.1.2: <b>Deliver</b> GCA Masterclass on gender-	0	2 Masterclasses delivered	Project documents



			1		
		responsive Climate Resilient			
		Infrastructure PPPs for			
		Bangladesh and in			
		collaboration with partners from			
		Bangladesh			
		Activity 1.2.1.3: Build capacity for			
		infrastructure planners and			
		designers to meaningfully engage			
		vulnerable			Masterclass
		<b>communities</b> in the design and	0	2 Master class	curriculum
		planning of large-scale green			Curricularii
		infrastructure, via embedded			
		delivery of modules in Bangladesh			
		training institutes			
		Activity 1.2.1.4: Develop impact			
		stories and knowledge briefs for	0	8 products	Project
		dissemination to key stakeholders	U	o products	documents
		in Bangladesh			
	Output 1.3.1: Urban	Activity 1.3.1.1: Facilitate climate			
	infrastructure	risk dialogues through locally			
	'People's Plans'	led adaptation approaches to			Project
	developed	engage communities in the	0	21 settlements	documents
1	through a bottom-up	design of large-scale green			documents
		infrastructure investment projects			
	vulnerable	to maximise community benefit.			
	communities in	Activity 1.3.1.2: Develop			
	design and planning	adaptation 'People's Plans'			Project
	through the GCA	and consolidate into MDB	0	Apply the tool to 3 projects	documents
	Global Hub on LLA	investment projects, including			uocuments
		from Output 1.1.1			



# **Annex 4: 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
Review of "Scaling up Investments in Nature-based Solutions for Climate Resilience (Bangladesh)" Project grant supported by Global Affairs Canada"	
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.



Position:
Date:
Signature (authorized representative):

**Bidder's Authorized Representative:** 

#### Part 2:

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

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

Categories	Unit of Measure	Quantity	Unit Rate	Total Fee (EUR) Excl VAT	Local sub- contractor VAT where applicable (outside EU)	Total Fee Incl local VAT (outside EU only)
Remuneration						
Team Leader	Day					
Xxxx	Day					
Xxxx	Day					
					Total	
Reimbursables						
					Total	
Other Expenses						
					Total	

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

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



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



#### **Annex 5: Contract for Services**

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

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:

- 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**

## **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**



#### **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**

#### **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**

#### **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**

# 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 <u>finance@gca.org</u>. 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 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**

#### **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**

# **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**



#### 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**

#### **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**

# 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**

#### **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 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**

# 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**

#### **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 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]	
Prof. Dr. Patrick Verkooijen	Name:	
President & Chief Executive Officer	Position:	
Date:	Date:	



## Annex 1 - Statement of Acknowledgment

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

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

I also acknowledge that I understand the reporting process for complaints and any suspicions of misconduct, illegal actions, or violations of the Code of Conduct or any other GCA policies and rules. I will use the webform on GCA's website at <a href="https://gca.org/about-us/contact-us/">https://gca.org/about-us/contact-us/</a> to report such incidents. In case I encounter difficulties accessing the online complaint form, I will send an email to <a href="mailto:speakup@gca.org">speakup@gca.org</a> to report integrity violations or to <a href="mailto:safeguarding@gca.org">safeguarding@gca.org</a> 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:		