



GLOBAL  
CENTER ON  
ADAPTATION

## REQUEST FOR PROPOSAL (RFP) (INDIVIDUAL CONSULTANTS)

### Lead Consultant for Water Sector Policy Reforms in Bangladesh

Ref.: GCA-PR-25-866

**CLOSING DATE: 28 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: 22 January 2026

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## 1. Background

- 1.1. **GCA Overview:** The Global Center on Adaptation (GCA) is an international organization that works as a solutions broker to catalyze action and support for adaptation solutions, from the international to the local, in partnership with the public and private sector, to ensure we learn from each other and work together for a climate resilient future. Adapting to impacts of climate change provides a “win-win” for livelihoods, food security, water supply, health, security, and economic growth. The work of the GCA elevates the visibility and political importance of climate adaptation and facilitates solutions, such as smarter investments, new technologies and better planning to become more resilient to climate related threats. GCA is a rapidly growing organization with offices in Abidjan, Beijing, Dhaka, Groningen, and Rotterdam.
- 1.2. **The Services:** To achieve its ambitious 2020-2025 business plan and strategy, GCA intends to procure technical support for **Mainstreaming Climate Adaptation in Water Sector Policy Reforms in Bangladesh**. Your Proposal, as specified in Annex 3: Scope of Work/Terms of Reference is hereby invited.

## 2. Proposal Submission

- 2.1. Proposals and all supporting documents must be uploaded to the link: [GCA-PR-25-866 – Submit Proposal](#) in **PDF format**, no later than **28 January 2026, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)**.
- 2.2. **Proposals received after the closing date and time will be rejected. GCA will confirm receipt of Proposals within 24 hours from the closing date and time. Bidders that do not receive this confirmation must contact GCA within 48 hours from the closing date and time. After 48 hours from the closing date and time, GCA shall not respond to any queries related to whether a bidder's Proposal was received.**
- 2.3. The point of contact for all questions or requests for additional information is [procurement@gca.org](mailto:procurement@gca.org). The email subject heading should be clearly marked with the following information: **“Clarification Request – GCA-PR-25-866 – Lead Consultant for Water Sector Policy Reforms in Bangladesh”**. All contact with personnel employed by the Global Center on Adaptation with respect to this RFP is prohibited, except for messages to the above email address. Improper contact may constitute grounds for rejection of your proposal. All inquiries regarding this RFP must be submitted in writing. Each inquiry must include the inquirer's name, firm and telephone number. The Global Center on Adaptation will share the answers to all questions of a reasonable nature with all the parties that have expressed their interest. The closing date for clarifications concerning this RFP is **25 January 2026, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)**.
- 2.4. The Proposal must be drafted **in English**.
- 2.5. The Proposal must be **uploaded to the link in Section 2.1 in Two separate documents** labelled/named **“GCA-PR-25-866-TECHNICAL Proposal - Lead Consultant”** and **“GCA-PR-25-866-FINANCIAL Proposal - Lead Consultant”**. When uploading the Proposal, the first and last name must be the name of the individual consultant submitting the Proposal as shown in the screenshot below.



## GCA-PR-23-338 - Submit Proposal

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

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

[+ Add more files](#) Total 2 files 685 KB

**First name \***  **Last name \***

**Upload**

- 2.6. The **first document** (Technical Proposal) shall contain the cover letter, CV and professional/academic certificates. The Technical Proposal **should not exceed 15 pages (excluding supporting documentation, CVs, and company profile) and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of Proposals exceeding 25MB.
- 2.7. The **second document** (Financial Proposal) shall contain the Financial Proposal Form (Annex 4). The Financial Proposal **shall not exceed 10 pages and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
- 2.8. All financial information must **ONLY** be included in the Financial Proposal. No Financial proposals, quotes or any other related financial information should appear in the Technical Proposal.
- 2.9. Proposals which do not comply with these requirements, e.g. combining the financial and technical proposals in one submission or submitted in any way, other than outlined above, will be rejected.
- 2.10. Non-compliance with the above requirements regarding the presentation of the RFP may lead to the exclusion from the RFP process for this contract.
- 2.11. There will be no public opening session for the Proposals received. Proposals will be opened privately by GCA after the closing time specified for the receipt of Proposals. No public announcement of the contents of any offer will be made at any time.
- 2.12. GCA subscribes to the [UN Supplier Code of Conduct | UN Procurement Division](#). By participating in this RFP, bidders agree to comply with this code.

### 3. Minimum Information to be included in the Proposals

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

- Cover letter
- CV
- Bidder Identification Form (Annex 1)
- Professional/academic certificates
- A signed Declaration on Honor (Annex 2)
- Financial Proposal Form (Annex 4)
- All the supporting documentation in relation to the evaluation criteria.

3.2. **Interested bidders are only allowed to submit a proposal for one role only (either Adaptation Specialist, Water Resources Specialist or Economist). Multiple submissions for multiple roles shall not be accepted.**

3.3. If discounts are provided, please state clearly the discounts provided. Discounts cannot be introduced after submission.

3.4. The payment terms must be at least 30 days from the date of receipt and acceptance by GCA of an original invoice.

3.5. The Proposal submitted in response to this RFP must be valid for the period of **120 days** as of the deadline for submission indicated in Section 2.1.

#### **4. Evaluation and Award of Contract**

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

- Exclusion Criteria
- Selection Criteria
- Award Criteria

4.2. A substantially responsive Proposal is one which conforms to all the terms, conditions, and Terms of Reference/Scope of Work of the RFP. **At each evaluation stage, only bidders passing/meeting the criteria/requirements for that stage will proceed to the subsequent evaluation stage.**

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

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

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

4.6. **Selection Criteria:** Bidders shall be evaluated on a **pass/fail basis** against the following Selection Criteria:

- (1) Professional and Legal Capacity
- (2) Technical Standing

**(1) Professional and Legal Capacity - All Individual Consultants**

Criterion	<ul style="list-style-type: none"> <li>• Advanced degree (PhD or Master's) from reputed academic institutions in climate change, science, engineering or related disciplines.</li> </ul>
Documentary evidence	<ul style="list-style-type: none"> <li>• Provide a copy of the certificates, license, membership or registration certificate.</li> </ul>

**(2) Technical Standing - All Individual Consultants**

Criteria	<ul style="list-style-type: none"> <li>• Experience working with government stakeholders, including organizing and facilitating outcomes from high-level dialogues on climate change and/or sectors related to the assignment.</li> </ul>
Documentary evidence	<ul style="list-style-type: none"> <li>• The submission contains certificates/university completion letters of required degree(s) and qualifications, and CV using the template provided in this RFP highlighting the required experience.</li> </ul>

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

4.8. **Award Criteria:** Proposals will be rated on a technical basis only, using the Quality-Based Selection (QBS) approach. The selection method will choose the highest-ranked technically compliant individual consultant subject to successful negotiations and GCA's standard daily/monthly fees for individual consultants.

4.9. **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.**

4.10. 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 bidder who submitted the highest-ranked technically compliant proposal (subject to successful negotiations and GCA's standard daily/monthly fees for individual consultants) in accordance with the following criteria:

Award Criterion	Max. Tech. Score
<b>TC.1. Academic and professional qualifications</b>	<b>25</b>

TC.1.1. An advanced university degree in a relevant discipline related to Nature Based Solutions, Conservation and biodiversity, adaptation. PhD is preferred.	25
<b>TC.2. Specific experience of the individual consultant</b>	<b>65</b>
TC.2.1. At least 15 years of experience with policy support to government stakeholders related to climate risk and adaptation planning, with a focus on resilient infrastructure. Experience working in Bangladesh is required. Experience with Nature-Based Solutions (NBS) is required.	35
TC.2.2. Experience working on climate risk and adaptation in the fields of integrated water management in Bangladesh is required.	30
<b>TC.3. Language skills</b>	<b>10</b>
TC.3.1. English	5
TC.3.1. Bengali	5
<b>Total Technical Score</b>	<b>100%</b>
<b>Minimum Technical Score</b>	<b>70%</b>
<b>Financial evaluation:</b> Comparison with GCA's standard daily/monthly fees for individual consultants and/or negotiations if required.	
<b>Contract Award:</b> Highest-ranked technically compliant bidder (subject to successful negotiations and GCA's standard daily/monthly fees for individual consultants)	
Scoring for each Award Criterion will be conducted using the following scale:	
<ul style="list-style-type: none"> <li>• Exceeds all requirements</li> <li>• Meets requirements with notable strengths</li> <li>• Meets minimum requirements</li> <li>• Below minimum requirements in several key areas</li> <li>• Major deficiencies present</li> <li>• Not included</li> </ul>	

4.11. GCA may award the contract to the next best evaluated bidder(s) in the event of unsuccessful negotiations with the best evaluated bidder.

4.12. If a Proposal is not substantially responsive, it shall be rejected by GCA, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

4.13. Proposals determined to be substantially responsive shall be checked by GCA for any arithmetic errors. Errors shall be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;
- Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of GCA there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected; and
- The amount stated in the Proposal shall be adjusted by GCA in accordance with the above procedure for correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder.

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

## 5. Cancellation, Ownership and Liabilities for Errors

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

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

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

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



GCA immediately of any apparent discrepancies or errors in the RFP, and to request clarification if in doubt concerning the meaning or intent of anything in the RFP.

## 6. Contract

GCA will issue a Contract using the template in Annex 5 or amend the existing contract if applicable.

## Annexes

### Annex 1: Bidder Identification Form

GCA-PR-25-866: Lead Consultant for Water Sector Policy Reforms in Bangladesh

<b>IDENTIFICATION OF BIDDER</b>	
Full Legal Name	
Date of Birth	
Nationality	
Passport No.	
Physical Address	

  

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

  

<b>CONTACT DETAILS FOR THIS PROCUREMENT</b>	
Mobile Number 1	
Mobile Number 2	
E-mail	
Alternative E-mail	
LinkedIn Profile URL or other	

  

<b>BIDDER'S BANK ACCOUNT INFORMATION</b>	
Bank account holder's full name: <b>(must match the legal name above)</b>	
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:	

  

<b>SIGNATURE OF PROPOSAL</b>	
I, the undersigned, confirm: <ol style="list-style-type: none"> <li>1. The acceptance of the conditions in the Request for Proposal.</li> <li>2. The acceptance of the contract terms and conditions in their entirety and without reservation.</li> <li>3. That the period of validity of my proposal is 120 days from the deadline of this Request for Proposal.</li> <li>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</li> </ol>	

5. That the information given in this proposal is correct.

Place and Date	
Signature (Authorized representative)	
Full Name	

## Annex 2: Declaration on Honor for Individual Consultants

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

Full official name:

I.D. or Passport number:

Full residential address:

### I – Situations of exclusion

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

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

## II – Remedial measures

If the individual consultant declares one of the situations of exclusion listed above, s/he must indicate measures s/he has taken to remedy the exclusion situation, thus demonstrating his/her reliability. This may include e.g. technical or personal measures to prevent further occurrence, compensation for 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.

## III – Evidence upon request

Upon request the individual consultant must provide 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 consultant showing that those requirements are satisfied. These documents must provide evidence covering all taxes and social security contributions for which the consultant is liable, including for example, VAT, income/company tax and social security contributions.

## IV – Selection criteria

(2) declares that the above-mentioned consultant complies with the following selection criteria	YES	NO	N/A
(a) It has the legal capacity to pursue the professional activity needed for performing the Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## V – Final

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

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

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

Full name:

Date:

Signature:

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

### 1. About 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 health, livelihoods, food security, water supply, human security, and economic growth. The work of the GCA elevates the visibility and political importance of climate adaptation and facilitates solutions, such as smarter investments, new technologies and better planning to become more resilient to climate-related threats. GCA is a rapidly growing organization with offices in Abidjan, Beijing, Dhaka, Groningen, and Rotterdam.

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

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

### 2. Background

#### 2.1. Contextual Background

Bangladesh is among the most climate-vulnerable countries globally, facing escalating urban development, water services and water management challenges due to climate change. Between 2000 to 2019, the country endured 185 climate-related disasters, causing over 11,000 deaths and economic losses of USD 3.72 trillion. Climate change is expected to intensify these events, worsening health risks, environmental degradation, and forced migration.

Rapid urbanization, population growth, and land use change are placing increasing pressure on Bangladesh's water systems. By 2030, domestic and industrial water demand is projected to double, and irrigation demand will rise by 46%. The Bangladesh Delta Plan 2100 estimates USD 95 billion will be required for water-related investments by 2050. While policy frameworks such as the National Adaptation Plan (NAP), Nationally Determined Contributions (NDCs) and the Delta Plan exist, implementation gaps persist due to institutional and infrastructure challenges.

Bangladesh's water and urban infrastructure is outdated, poorly maintained, and ill-suited to manage growing climate risks. Planning approaches often rely on colonial-era standards that ignore current climate projections. Urban resilience efforts remain limited, and a strong bias toward grey infra-structure continues, while nature-based and hybrid solutions are underutilized due to weak technical guidance and regulatory support.

Institutional and capacity constraints further undermine adaptation. Agencies responsible for water and urban planning face staffing shortages, lack risk data, and operate under fragmented mandates. Slow approval processes and donor-driven efforts hinder sustainability and delay critical projects. Strengthening technical capacity, inter-ministerial coordination, and investment readiness is essential. Better monitoring and evaluation frameworks can also improve accountability and inform adaptive policymaking.

Financing remains a major barrier. Bangladesh's National Adaptation Plan estimates a need of USD 230 billion through 2050, but current funding levels fall short. High upfront costs and underdeveloped financial models limit investment in resilient and nature-based infrastructure. Blended finance and private sector engagement are vital.

Marginalized communities, especially women, bear the brunt of climate impacts. Strengthening participatory planning and local water governance, such as through Water Management Groups, is key. Lastly, existing early warning systems need modernization to be more understandable and inclusive, ensuring timely, community-level action.

The assignment will support a policy-based lending program on Water Resilience and Climate-Smart Urban Service Delivery, financed by AIIB, to help Bangladesh implement critical policy and institutional reforms for climate-resilient and sustainable urban services by integrating climate change adaptation and mitigation.

## 2.2. AIIB's Climate Resilient Inclusive Development Program

GCA's Urban and Water team is collaborating with the AIIB the AIIB-financed Climate Resilient Inclusive Development Program (Subprogram 1) (USD 800 million, P000814).

The proposed Program will support the Government of Bangladesh (GoB) in undertaking key policy and institutional reforms to mainstream climate adaptation, mitigation, and disaster resilience in climate-critical sectors and unlock climate investments in Bangladesh. The Program supports implementation of the GoB-led national climate objectives as articulated in the National Adaptation Plan (NAP), 2023–2050 and the Nationally Determined Contributions 2021 Update (NDC-U) by strengthening the intergovernmental policy and institutional framework, mobilizing climate finance, and mainstreaming gender equality and social inclusion.<sup>1</sup>

The expected program outcomes are: (i) enhance the sustainable and climate-focused development pathway; (ii) strengthen resilience and reduce risk and vulnerability to adverse climate change impacts; and (iii) mitigate GHG emissions and transition to a low-carbon economy.

The program consists of three reform areas:

- (i) Reform Area #1: Enhancing the enabling environment for climate change actions. To mainstream climate priorities in government planning and budgeting, all concerned ministries have been mandated to include NAP and NDC-U priorities in their annual plans and budgets. All climate fund projects have been brought under

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<sup>1</sup> [AIIB PSI\\_P000814 Bangladesh Climate Resilient Inclusive Development Program 0627\\_sk](#)

the annual development plan system to improve transparency and efficiency. Additionally, to support the private sector's green transition, the Bangladesh Bank set up a local currency refinancing scheme called the Green Transformation Fund, which helps manufacturing and export-oriented entities more easily purchase eco-friendly capital equipment and parts. In addition, Bangladesh Bank issued green bond guidelines and amended its sustainable finance policy and sustainability rating systems to mobilize climate finance.

- (ii) (Reform Area #2: Reinforcing climate change adaptation actions. The GoB has facilitated the approval and adoption of the NAP and approved action plans to address NAP priorities around food security and climate-resilient agriculture, and to scale up climate-smart practices. The GoB has strengthened institutional governance of water resource management to implement NAP water sector projects. Additionally, Narayanganj and Rajshahi city corporations have approved climate-resilient city action plans to address local climate-related shocks and stresses, such as heat stress, flooding, and tropical cyclones. To promote a climate-resilient transport network, the Ministry of Local Government, Rural Development and Co-operatives has introduced climate-resilient tools in infrastructure project planning and selection.
- (iii) Reform Area #3: Accelerating climate change mitigation actions. To meet its NDC-U Greenhouse Gas (GHG) emissions target for the transport sector, the GoB is encouraging the use of electric and hybrid vehicles, reducing road traffic congestion, implementing a modal shift from road to rail, and developing urban transport master plans aligned with city plans. To unlock the electric vehicle market, the Ministry of Road Transport and Bridges has approved the necessary policy framework and initiated the procurement of electric buses for the public transport system. The Ministry of Power, Energy, and Mineral Resources has approved a solar irrigation roadmap which aims to roll out solar irrigation pumps and the Ministry of Road Transport and Bridges has approved an electric vehicle charging guideline to set up electric vehicle charging stations. In addition, mandatory installation of net metering for rooftop solar Photovoltaics (PV) will help achieve the 12 Gigawatts (GW) rooftop solar target by 2050.<sup>2</sup>

### **2.3. GCA's Technical Assistance to Climate Resilient Inclusive Development Program**

GCA's technical assistance (TA) will support Reform Areas #1 and #2, by enhancing the enabling environment for climate change actions, and reinforcing climate change adaptation actions.

### **3. Objectives of the Assignment**

The objective of the assignment is to support the GoB for implementing short and medium term policy measures to accelerate and scale up climate resilience in the water resources management (WRM) sector. The specific objectives are as follows:

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<sup>2</sup> [AIIB Program Document Bangladesh Climate Resilient Inclusive Development Program \(Subprogram 1\) P000814 June 12 2024 final](#)

- a. **Assess policy, institutional and regulatory gaps and bottlenecks** by identifying where existing policy and institutional frameworks have insufficiently addressed evolving climate risks. Highlight systemic challenges such as persistent implementation gaps, weak operation and maintenance (O&M) practices, and guidance on developing monitoring, reporting, and evaluation (M&E) framework to track both the implementation of the reform measures and progress on climate resilience outcomes.
- b. **Propose policy, institutional, and regulatory reforms along with system levers** that directly address root causes of vulnerabilities and weaknesses in the WRM sector. These recommendations should demonstrate clear linkages to downstream infrastructure investment opportunities, building a stronger framework for adaptive management, effective project execution, and climate-resilient resource allocation. They should be based on consultation with government agencies, development partners and other key stakeholders to ensure that the proposed reforms are practical, inclusive and can offer quick dividends.
- c. **Provide technical support to the Bangladesh Water Development Board (BWDB) and the Water Resources Planning Organization (WARPO)**, if required, by reviewing and contributing to the review of one institutional action plan and, if required, one national policy and the draft for one piece of national legislation or regulation covering the water sector

#### **4. Scope of Services and Key Tasks to be Performed**

The scope of work is detailed below. Deliverables are outlined in Tables 1-4. The project team may propose additional deliverables as required to deliver the project scope.

#### **Additional Support for GCA's Technical Assistance to Climate Resilient Inclusive Development Program**

The *Lead Consultant* will contribute in the form of i) ongoing expert advice to the project team, ii) deliverables authorship, iii) deliverables review, and iv) stakeholder engagement to the GCA project *Technical Assistance to Climate Resilient Inclusive Development Program*, which commenced in December 2025 and consists of the following components and deliverables:

##### **4.1 Component 1: Diagnostic**

The Diagnostic entails a high-level review of direct, indirect and cascading climatic risks and impacts that threaten water security in Bangladesh, considering relevant infrastructure (e.g. irrigation and water supply infrastructures, drainage, embankments, barrages, sluice gates). The diagnostic phase will identify a short list of priority climate impacts within the WRM sector, considering which impacts are most impactful for human and economic development.

The diagnostic should be developed based on a brief review of key policies shaping water resources management, and ongoing initiatives. The review should also identify key tools, methodologies, guidelines (including on O&M of WRM infrastructure), circulars and climate hazard datasets currently in use by, or previously produced for, the Government of Bangladesh and external service providers, supporting water resources management.

##### **Deliverables:**

D2 Background Paper - a concise summary report based on desk reviews and stakeholder interviews that identifies key climate impacts on Bangladesh's water sector, and which summarizes and reviews relevant policies, initiatives and resources (methodologies, guidelines, circulars and datasets).

#### 4.2 Component 2: Policy, Institutional, and Regulatory (PIR) Assessment

A concise **PIR Assessment and Recommendations Report** is aimed at identifying reform measures to accelerate climate resilience in WRM sector. The report will be developed based on a desk review and ongoing engagement with relevant government stakeholders.

Recommendations included in the PIR Report should demonstrate clear causal chains or theory of change that can provide justification on how proposed policy reforms can mitigate climate risks and enable downstream infrastructure investments. The report will focus on the parts of the sector that are determined to be at risk based on the results of the high-level review of climate risk and impacts, carried out under Component 1.

The PIR Assessment should cover the following topics:

- a. **Policy framework screening and stakeholder mapping:** This stage will involve providing a concise overview of the institutional, legal and regulatory frameworks related to climate adaptation efforts (nationally or locally).
- b. **Institutional Landscape:** The service provider should specify both formal (de-jure) and informal (de-facto) institutions that contribute to positive climate adaptation and resilience outcomes associated with water resources management. This includes reviewing legal mandates, institutional arrangements and roles, customs, and culture. These institutions should be mapped to key outputs and activities.
- c. **Effectiveness of existing policies and institutions:** The report should briefly assess how effective existing institutions and policy instruments are at delivering positive climate adaptation and resilience outcomes in the water sector. The analysis should consider how policy instruments drive real-world impacts, including how WRM infrastructure is operated and maintained, and how services are delivered, considering O&M practices. Ultimately, the assessment should seek to trace impacts on end users. Specific attention should be paid to the role of women and marginalized groups. These findings will inform practical recommendations for strengthening institutional effectiveness and improving governance arrangements.
- d. **Key bottlenecks:** The analysis will identify any bottlenecks that hinder the integration of climate adaptation and resilience into water resource planning and management. Bottlenecks may refer to gaps or shortcomings in the scope of policy instruments (laws, regulations, standard operating procedures, etc.), as well as challenges in implementation and enforcement, including administrative limitations, coordination challenges, accountability gaps, consultation with the private sector and civil society, capacity shortfalls, etc.

The PIR Recommendations should describe possible entry points, measures, and/or interventions that accelerate climate resilience in water resources management sector:

- e. **Identify a long list of reform measures** with high potential to enhance adaptation and resilience outcomes and unlock finance for WRM with focuses on downstream infrastructure investment. Reform measures should include opportunities that can be implemented in the short-term with immediate benefits, as well as more involved reforms to be implemented in the medium and long-term. The identified list of reform measures/recommendations should subsequently be screened to set a prioritized list of reforms (as discussed in component 3). Reforms should be developed in coordination of ongoing reform initiatives.
- f. **Inputs to currently ongoing reform initiatives:** Where the Government is currently preparing drafts of WRM-related policies, plans, or pieces of legislation/regulation scheduled for approval during or soon after the conclusion of this consultancy, the consultant will be provided access to a select number of draft documents as well as access to key agencies leading the drafting process such as BWDB, WARPO and the Ministry of Water Resources. The consultant will work directly with relevant government ministry partners to provide substantive inputs to these drafts based on the assessments and consultations undertaken previously as part of this assignment. Presently, the scope of documents is expected to include one institutional action plan, one national policy and one piece of national legislation or regulation.

**Deliverables:**

D3 PIR Assessment and Recommendations Report – A single report that describes the policy and institutional landscape (PIR Assessment) and provides an initial list of reform measures (PIR Recommendations).

D4 Inputs to ongoing reform initiatives – Ongoing inputs to government reform initiatives, undertaken throughout Component 2. The type and format of inputs will be determined during the Inception Phase.

**5. Deliverable Schedule**

Required deliverables are listed in Table 1-4.

All deliverables should be completed by **28 March 2026**.

All reports, draft and final, should include a concise executive summary not exceeding three pages. The length of all individual reports should not exceed 80 pages. All other relevant technical materials should be included in Annexes.

All reports shall undergo one round of review by GCA and AIIB.

The *Lead Consultant* is responsible for supporting the project team in developing all deliverables according to the deadlines below.

The *Lead Consultant* role may be fulfilled by another member of the project team, including the project *Lead Consultant*, who are invited to submit proposals in response to this TOR.

**Table 1: Lead Consultant – Support Deliverables list, including tentative submission deadlines**

Deliverable	Deadline	No. of Days
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-	Contract Signing	November 2025	0
D1	Inception Report	December 2025	0
D2	Background Paper	December 2025	3
D3	PIR Assessment Report including Initial List of Reforms	February 2026	5
D4	Inputs to ongoing reform initiatives	March 2026	7

### **8. Location, Period of Execution and Level of Effort**

The assignment is expected to start February 1, 2025. The indicative total Level of Effort (LoE) for the complete assignment is **15 days FTE** for the complete assignment.

### **9. Payment Schedule**

The payments will be disbursed based on actual full days worked per month, in accordance with days stated for each deliverable, upon submission of monthly invoices and timesheets.

### **10. Services and Facilities to be provided by GCA**

GCA will not be responsible for services/facilities such as office space and vehicles, liaising with stakeholders, or providing access to databases.

### **11. Services and Facilities to be provided by the Consultant**

The consultant will be responsible for the collection of primary and secondary data and for any logistics and costs related to missions. The consultant shall provide their own equipment (e.g. computer, etc.) for the assignment.

## Annex 4: Financial Proposal Form

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

The exact template provided below shall be used, including the 5 points underneath (without any changes to the wording) and the signature of the Individual Consultant. **Bidders are required to complete this 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	Unit of Measure	All-inclusive Firm Fixed Daily Fee (EUR)
Consultancy applied for:		
Professional Fee	Day	
<b>All-inclusive Firm Fixed Daily Fee (EUR)</b>		

Categories	Unit of Measure	Quantity	Unit Rate	Total Fee (EUR)
<b>Reimbursables</b>				
Travel costs	Trip			
<b>Total</b>				

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

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

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

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

### Bidder's Authorized Representative:

Position:

Date:

Signature (individual consultant):

**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.	Costs associated with data collection
19.	Subscription fees for industry reports or databases
20.	Organizing client meetings or events
21.	Venue rental and catering expenses
22.	Fees for subcontractors or specialists hired for specific tasks
23.	Costs associated with third-party services
24.	Legal fees related to the assignment
25.	Translation services
26.	Market research
27.	License and Permit Fees
28.	Health and Safety Compliance
29.	Environmental Impact Studies, Survey and Geotechnical Reports
30.	Government fees
31.	Security clearance costs

## Annex 5: Contract

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

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

### WITNESSETH

#### WHEREAS:

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

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

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

## ARTICLE 1

### - **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 4	Time Recording Template
Annex XX	<b>Xxxx (Other necessary Annexes)</b>

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,
- 1.2.4 Annex 3 – Terms of Reference/Statement of Work/Specifications, and
- 1.2.5 Annex 5 – Time Recording Template
- 1.2.6 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) the performed 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 and Intensity**
- 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 accordance with schedule of delivery as provided in Annex 3.
- 4.2 The Services will be performed on average **[number]** days per **[week/month]**.
- 4.3 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, the GCA will pay the Contractor a daily fee of € **[amount]** **exclusive of VAT** for each full day/month of delivery of the Services, for a

maximum number of [number] days/months during the period agreed in Article 4, cumulating to a maximum total fee of € [amount] for the satisfactory performance of the Services, based on actual full days worked. The Fee shall be deemed to be inclusive of (i) compensation for performing the Services and complying with all requests, and (ii) all costs incurred by the Contractor during the performance of Services. 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 The GCA will not compensate for any costs of expenses, unless explicitly approved in advance in writing by GCA's contact person.
- 5.3 Invoicing for the Services will be carried out by the Contractor on a monthly basis after the end of each calendar month in which the Services were performed. Before invoicing, the Contractor shall submit the time recordings for the Services performed up to that date for GCA's approval.
- 5.4 All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables and time recordings shall be attached to the invoice, if applicable.
- 5.5 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.
- 5.6 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.
- 5.7 All invoices must be addressed to: The Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam and shall be sent by email to [finance@gca.org](mailto:finance@gca.org). Invoices must clearly include the Contractor's letterhead, invoice date, the full address of GCA as stated above, and the relevant **GCA contract reference number** to ensure proper processing.
- 5.8 Subject to the approval by the GCA, the invoices of the Contractor shall be paid by GCA within thirty (30) calendar days.
- 5.9 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:	

5.10 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 fail 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. Contractor waives any entitlement pursuant to article 7:658 sub 4 (BW) Dutch of 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 the 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 werknehmersverzekeringen*) 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 to 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](mailto: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 court in the Netherlands.

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



GLOBAL  
CENTER ON  
ADAPTATION

For and on behalf of:

**Stichting The Global Center on Adaptation**

For and on behalf of:

**[Insert Contractor's Name]**

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Prof. Dr. Patrick Verkooijen  
President & Chief Executive Officer  
Date:

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Name:  
Position:  
Date:

## - Annex 1 – Statement of Acknowledgment

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

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

I also acknowledge that I understand the reporting process for complaints and any suspicions of misconduct, illegal actions, or violations of the Code of Conduct or any other GCA policies and rules. I will use the webform on GCA's website at <https://gca.org/about-us/contact-us/> to report such incidents. In case I encounter difficulties accessing the online complaint form, I will send an email to [speakup@gca.org](mailto:speakup@gca.org) to report integrity violations or to [safeguarding@gca.org](mailto:safeguarding@gca.org) to report incidents of Sexual Exploitation, Abuse, and Harassment. If I need to report anything urgently, I will call or use WhatsApp to contact the Whistle Officer at **+31 643147051**. I understand that it is my duty to speak up immediately if I witness an incident, suspect an integrity violation, suspect a breach of a policy, feel harassed, or have a complaint regarding GCA or its associated parties or individuals.

I understand that if I have questions at any time about any of these documents, I will consult the GCA contact person or the Human Resources staff for clarification.

Finally, I understand that the contents of the documents may change at any time at the sole discretion of GCA, which relevant changes GCA informs me of. Changes are effective as of the date of their publication.

Signature:

Name:

Date:



- **Annex 2 – Declaration on Honor**



- **Annex 3 – Terms of Reference/Statement of Work/Specifications**



## - Annex 4 – Time Recording Template

**MONTHLY TIME SHEET  
GLOBAL CENTER ON ADAPTATION  
Consultant's Name:**