



GLOBAL
CENTER ON
ADAPTATION

REQUEST FOR QUOTATION (RFQ)

GCA LIAISON OFFICER TO THE AFRICAN UNION COMMISSION (AUC) (INDIVIDUAL CONSULTANT)

Ref.: GCA-PR-23-346

CLOSING DATE: MONDAY, 28 AUGUST 2023

CLOSING TIME: NOT LATER THAN 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)

QUOTATIONS RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED

Issued on: 7 August 2023



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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.

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 Knowledge Exchange Platform.
- Advocacy and Awareness: Formulating policy messages to move the global, regional, and local adaptation agendas forward.

- 1.2. **The Services:** GCA intends to contract a Liaison Officer to the African Union Commission (AUC). Your quotation, as specified in Annex 3: Scope of Work/Terms of Reference is hereby invited.

2. Quotation Submission

- 2.1. Quotations and all supporting documents must be sent to the email address: procurement@gca.org as one document in **PDF format (25MB maximum size)**, as an attachment **not as a link**, no later than **Monday, 28 August 2023, 16:00:00 hours (04:00:00 p.m. o’clock), Central European Time (CET)**.
- 2.2. **GCA will confirm receipt of quotations 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 quotation was received.**
- 2.3. The quotation must be drafted **in English**. The email subject heading should be clearly marked with the following information: **“GCA-PR-23-346 – GCA Liaison Officer to the African Union Commission (AUC)”**.
- 2.4. The submission/quotation (all documentation including technical and financial information) **shall not exceed 10 pages (excluding supporting documentation, CV, certificates) and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of quotations exceeding 25MB.



- 2.5. The submission/quotation must be in **Two separate documents** and sent in **one e-mail**.
- 2.6. The **first document** shall contain the cover letter, CV, declaration of honor, technical information, certificates and other supporting documents.
- 2.7. The **second document** containing the Quotation Form.
- 2.8. There will be no public opening session for the quotations received. Quotations will be opened privately by GCA after the closing time specified for the receipt of quotations. No public announcement of the contents of any offer will be made at any time.
- 2.9. GCA subscribes to the [UN Supplier Code of Conduct | UN Procurement Division](#). By participating in this RFQ, bidders agree to comply with this code.

3. Minimum Information to be included in the Quotations

- 3.1. The submission/quotation must be drafted in English and contain:
 - A cover letter
 - Quotation Submission/Identification Form and CV (Annex 1)
 - A signed **Declaration of Honor** (Annex 2)
 - Technical information of how you meet the award criteria, TORs 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 Quotation Form (Annex 4).
 - **All the supporting documentation** in relation to the evaluation criteria.
- 3.2. Unit prices and total prices, if used, for the services must be quoted separately and distinctly. All prices should be quoted in Euros (EUR).
- 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 quotation submitted in response to this RFQ must be valid for the period of **60 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 quotations, the GCA shall determine whether each quotation meets the eligibility criteria; has been properly signed and is substantially responsive to the requirements of the RFQ.



- 4.2. A substantially responsive quotation is one which conforms to all the terms, conditions, and Terms of Reference/Scope of Work of the RFQ. To evaluate a quotation, the GCA will apply the methodology and criteria defined hereinafter, no other criteria or methodology shall be permitted:
- Exclusion Criteria
 - Selection Criteria
 - Award Criteria
- 4.3. **Exclusion Criteria:** Participation in this RFQ 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. 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.
- 4.6. Bidders may be excluded from participation in this RFQ if they are found to be in one of the situations for exclusion or fail to submit the above-mentioned declaration.
- 4.7. **Selection Criteria:** Bidders shall be evaluated against the following Selection Criteria:
- i) Technical Standing

4.7 (i) Technical Standing

Criteria	<ul style="list-style-type: none">• Advanced university degree (Master or PHD) in Economics, Finance, International Development, Environmental Science or Management, Climate Change Adaptation, or in other related field.• Experience preferably in Africa in a combination of related fields such as national and international climate policies.
Documentary evidence	<ul style="list-style-type: none">• The submission contains certificates/university completion letters of required degree(s) and qualifications, and CV using the template provided in this RFQ.

- 4.8. **Award Criteria:** Offers will be rated on a technical basis only, using the Quality-based Selection approach. The selection method will choose the highest-ranked technically compliant offer subject to GCA's standard daily/monthly fees for individual consultants.
- 4.9. **It is important to note that the required minimum technical score is 70 points. Only Offers obtaining the minimum technical score or more will be considered for award using the criteria stated in Section 4.10. Offers scoring less than the minimum technical score will be considered of insufficient quality and shall be rejected.**
- 4.10. The contract shall be awarded to the bidder who submitted the highest-ranked technically compliant offer (subject to GCA's standard daily/monthly fees for individual consultants) in accordance with the following criteria:



Award Criterion	Maximum Score
TC 1: Advanced university degree (Master or PHD) in Economics, Finance, International Development, Environmental Science or Management, Climate Change Adaptation, or in other related field.	15
TC 2: A minimum of ten (10) years of experience in Africa in a combination of related fields such as national and international climate policies.	20
TC 3: Proven knowledge and experience of any climate adaptation themes including food security and agriculture, climate finance, infrastructure resilience, nature-based solutions, etc.	15
TC 4: Understanding of the different continental thematic frameworks driven by the AUC are required.	15
TC 5: Demonstrated experience working with international or continental institutions on climate adaptation processes and of mainstreaming climate change adaptation and mitigation measures into development interventions in Africa.	10
TC 6: Proven track record in policy dialogue and cross-institutional collaboration at the highest level, including with representatives of government and non-government partners in Africa and Ethiopia including senior government officials and donor organizations.	10
TC 7: Ability to interact with senior government officials and a wide range of stakeholders including the private sector.	10
TC 8: Fluency in English and knowledge of any other AU languages is an added advantage (proof to be provided in form of qualifications/certificates)	5
Total Points	100
Minimum Technical Score	70
Financial evaluation: GCA's standard daily/monthly fees for individual consultants	
Award: Highest-ranked technically compliant offer (subject to GCA's standard daily/monthly fees for individual consultants)	

- 4.11. GCA may award the contract to the next best evaluated bidder(s) in the event of unsuccessful negotiations with the highest-ranked technically compliant bidder.
- 4.12. If a quotation 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. Quotations 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; and
 - 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.



- The amount stated in the quotation 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 highest-ranked technically compliant quotation and reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.

5. Contract

GCA will issue a Contract as per template attached in the Annex.



Annexes

Annex 1: Quotation Submission/Identification Form and Curriculum Vitae (CV)

GCA-PR-23-346 – GCA Liaison Officer to the African Union Commission (AUC)

IDENTIFICATION OF BIDDER	
Name	
Country	
Passport No.	
Address	
E-mail	
Telephone Number	

SIGNATURE OF RFQ	
I, the undersigned, confirm: <ol style="list-style-type: none">1. The acceptance of the conditions in the Request for Quotation.2. The acceptance of the contract terms and conditions in their entirety and without reservation.3. That the period of validity of my Quotation is 60 days from the deadline of this Request for Quotation.4. Compliance with the requirements relating to the Scope of Work/Terms of Reference as defined in Annex 3 of this Request for Quotation, and5. That the information given in this Quotation is correct.	
Place and Date	
Signature	
Full Name	



CURRICULUM VITAE (CV)

Position Title and No.	
Name of Consultant:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):



Adequacy for the Assignment:

Detailed tasks of similar assignments performed by the consultant/ prior work/assignments that best illustrates capability to handle the assigned tasks

Consultant 's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Global Center on Adaptation (GCA).

{day/month/year}

Name of Consultant

Signature

Date



Annex 2: Declaration of Honor

DECLARATION ON HONOR FOR INDIVIDUAL CONSULTANTS

The undersigned [*insert name of the signatory of this form*], 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.

V – Selection criteria

(2) declares that the above-mentioned consultant complies with the following selection criteria	YES	NO	N/A
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(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"/>
(b) It fulfils the applicable technical and professional criteria necessary for providing the Services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VI – 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

TERMS OF REFERENCE (TORs)

1. Background information

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

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

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

Nine out of the ten most vulnerable countries to climate change are on the African continent. The impact of this vulnerability is manifested through increased changes in climate hazards, including heat and precipitation across the continent. Climate projections from the latest IPCC report predict an increase in projected risks at 1.5°C, 2°C, 3°C, and 4°C of global warming. The report also establishes an increase in quantification of risks across all sectors.

To address these needs efficiently, Africa requires adaptation measures to reduce climate risks and vulnerability via adjustment of existing systems. The cost of adapting however remains significantly higher than the financial flows to the continent. For example, adaptation costs amounted to US\$ 7 - US\$ 15 billion climate every year in Africa since 2020 due to the devastating effects of climate change and these are predicted to rise to about US\$ 50 billion per year by 2030 according to the latest IPCC report. To meet these costs, Africa only received 3% of global climate funding between 2016 to 2019 and of this, only 24% went to Adaptation needs according to recent CPI reports.¹

The African Union Commission leads in setting the strategic agenda and policy thrust on climate change for the African continent through coordinating the formulation of various guiding frameworks. Some of these strategic policies include the African Union Climate Change and Resilient Development Strategy and Action Plan 2022-2023, which provides a framework for joint action and priorities to help unlock Africa’s potential in building climate-resilient communities and economies. Another strategy, the African Union Green Recovery Action Plan, tackles the combined challenges of the covid-19 recovery and climate change, focusing on critical areas of joint priority from climate finance to land use and biodiversity. The Comprehensive Africa Agriculture Development Program (CAADP) provides the

¹ <https://www.climatepolicyinitiative.org/publication/climate-finance-needs-of-african-countries/>



framework for action for agricultural transformation across Africa, supporting member states in increasing investment and productivity in the agricultural sector.

The AU Department for Agriculture, Rural Development, Blue Economy and Sustainable Environment (ARBE) is responsible for advancing the Commission's strategies, policies and programs on agriculture and food security, environment, climate change, water, land and natural resources and rural economy and for ensuring the implementation of the different guidance frameworks on climate change. As Adaptation continues to receive little attention in Africa, support to the department and to the Commission to adequately advance the different guidance frameworks, policies, and strategies on climate change is needed. One of these ways is through close work with specialized agencies and institutions with the expertise and mandate to advance climate change.

It is against this backdrop that the Global Center on Adaptation is collaborating with the African Union Commission to advance climate adaptation on the continent.

Through the AAAP, support is being provided to the Federal Democratic Republic of Ethiopia and countries in the Horn of Africa in strengthening Adaptation to climate risks in its agricultural sector by increasing the resilience of smallholder farmers. GCA is also supporting MDB investment projects in the country to improve water development opportunities, looking at the design and resilience of water catchment areas.

To support the AUC Commission in the implementation of Adaptation Programmes through the collaboration between the AUC and GCA, and to consolidate and further identify opportunities for the AAAP to support adaptation investments in Ethiopia, GCA will provide a liaison officer to be embedded in the AU Commission department of Agriculture, Rural Development, Blue Economy and Sustainable Environment (ARBE) and specifically in the Directorate of Sustainable Environment and Blue Economy (SEBE) by GCA for an initial period of one year. The roles and responsibilities of the Liaison officer will cover support to the African Union Commission and the government of Ethiopia within the framework of GCA's collaboration and programs in the institution and country respectively.

2. Objective of the Assignment

The main objective of the GCA liaison officer to the AUC is to facilitate the interface between GCA, and the African Union Commission, in both a technical and operational capacity, with the aim of coordinating the identified areas of cooperation between both institutions, given the strategic role of the AAAP in supporting the implementation of Adaptation programs by AUC. The officer will also identify opportunities for advancing AAAP investment support to Ethiopia.

3. Scope of the Services to be Performed

Working under the direct supervision of the Africa Director of GCA, the GCA Liaison officer will undertake the following tasks:

- Act as GCA's focal point to the AUC to support the implementation of the Action Plan in the MoU between both institutions.
- Support the alignment between AUC's Adaptation-related policies and strategies with the Africa Adaptation Acceleration Program (AAAP).
- Provide technical input to AUC climate change related plans, programs and strategies.
- Coordinate the mainstreaming of the AAAP in key AU decisions and documents.
- Ensure the representation of GCA at key AUC meetings and fora to support the advocacy and agenda setting on the AAAP.
- Undertake operational activities such as coordinating visits of the GCA CEO to the AUC and facilitating protocol assistance during such visits; organization of meetings and workshops; preparation of reports, concept notes and action plans.



- Serve as GCA's representative and liaison officer to UNECA and the government of Ethiopia and countries in the Horn of Africa, to initiate AAAP investment and demand in these countries.
- Provide advice to the government of Ethiopia and countries in the Horn of Africa where necessary, on the implementation of their national adaptation plans; supporting their access to international climate funds and to enhancing the capacity of their national experts on the topic of adaptation.
- Any other tasks that may be assigned by GCA.

4. Expected Outcome and Deliverables

The consultant is expected to submit monthly reports on tasks executed within the period. Each report is to be submitted to the Africa Director of GCA for review and approval.

5. Institutional and Organization Arrangements

The consultant will report to the Africa Director of GCA. He/She will be embedded in the office of the Commissioner for Rural Economy and Agriculture of the African Union Commission, Addis Ababa.

6. Individual Consultant's Qualifications

Qualifications and skills

- An advanced university degree (Master or PHD) in Economics, Finance, International Development, Environmental Science or Management, Climate Change Adaptation, or in other related field.
- A minimum of ten (10) years of experience in Africa in a combination of related fields such as national and international climate policies.
- Proven knowledge and experience of any climate adaptation themes including food security and agriculture, climate finance, infrastructure resilience, nature-based solutions, etc.
- Understanding of the different continental thematic frameworks driven by the AUC are required.
- Demonstrated experience working with international or continental institutions on climate adaptation processes and of mainstreaming climate change adaptation and mitigation measures into development interventions in Africa.
- Proven track record in policy dialogue and cross-institutional collaboration at the highest level, including with representatives of government and non-government partners in Africa and Ethiopia including senior government officials and donor organizations.
- Ability to interact with senior government officials and a wide range of stakeholders including the private sector.
- Strong analytical and quantitative skills, alongside strong conceptual, synthesis and strategic thinking skills.
- Strong organizational skills, with the ability to deliver results on time.
- Fluency in English and knowledge of any other AU languages is an added advantage.
- Excellent written and oral communication skills.

7. Location and Period of Execution

The assignment is to be performed in the African Union Commission, Addis Ababa. Short term inputs may need to be provided in GCA's Headquarters in Rotterdam or any of its regional offices in Abidjan or Nairobi.

The estimated duration of services is 12 months with the possibility of a one-year extension, and the estimated start date is 1 September, 2023.



8. Payment Schedule

Payment shall be on a monthly basis following approvals of the monthly submitted reports and timesheets.

9. Services and Facilities to be provided by GCA

GCA will provide the consultant with a work laptop if required and an allocated desk in the African Union Commission.



Annex 4: Quotation Form

The exact template provided below, including the 5 points underneath (without any changes to the wording) and the signature of the authorized representative.

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

[Bidder's Name]		
Description	Unit of Measure	All-inclusive Firm Fixed Daily Fee (EUR)
GCA Liaison Officer to the African Union Commission (AUC)		
Professional Fee	Day	
Life Insurance		
Medical Insurance		
Communications		
Land Transportation		
Others (pls. specify)		
All-inclusive Firm Fixed Daily Fee (EUR)		

I confirm that the submitted All-inclusive Firm Fixed Daily Fee is:

1. Fixed and not subject to revision,
2. In Euros,
3. Independent of exchange rates,
4. Inclusive of all costs, management fees, administrative costs, travel costs, insurance, profit, and taxes directly or indirectly related to the performance of the contract, which may be borne by the vendor/bidder (e.g., cost of administration, taxes, contract management costs, etc.), and
5. Exclusive of VAT.

Failure to submit prices or submission of incomplete or ambiguous prices may lead to rejection of the Quotation without further evaluation.

Bidder's Authorized Representative:

Position:

Date:

Signature (authorized representative):



Annex 5: Contract

CONTRACT NO. [UNIT4 CONTRACT NUMBER]

BETWEEN

THE GLOBAL CENTER ON ADAPTATION

AND

[CONTRACTOR]

FOR

[CONTRACT TITLE]



**GLOBAL
CENTER ON
ADAPTATION**

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CONTRACT NO. [UNIT4 CONTRACT NUMBER]

BETWEEN

THE GLOBAL CENTER ON ADAPTATION

AND

[CONTRACTOR]

FOR

[CONTRACT TITLE]

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

WITNESSETH

WHEREAS:

- a) The GCA acts as a solutions broker, bringing together governments, the private sector, civil society, intergovernmental bodies, and knowledge institutions that can accelerate adaptation action;
- b) Related to the above-mentioned mission, the GCA indicated a necessity for services related to [Contract title/description of the services];
- c) The Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience, and that it is fully qualified, ready, willing and able to provide such services in accordance with the terms and conditions set forth in this Contract;
- d) The Parties elect to enter into a contract only on the basis of a contract for services within the meaning of Article 7:400 and further of the Dutch Civil Code (*BW*);
- e) The Parties explicitly acknowledge that they do not elect to enter into an employment agreement within the meaning of Book 7610 and further of the Dutch Civil Code;
- f) The Parties explicitly acknowledge that a fictitious employment ("*fictieve dienstbetrekking*") of homeworkers ("*thuiswerkers*") or equivalent workers ("*gelijkgestelden*") as referred to in Articles 2b and 2c of the Implementing Decree Wage Tax Act 1965 (*Uitvoeringsbesluit Loonbelasting 1965*) and Articles 1 and 5 of the Decree of December 24, 1986, Stb. 1986, 655 are out of scope and therefore agree upon this contract before payment;
- g) This Contract is consistent with the model contract ("*modelovereenkomst*") published by the Dutch Tax Authorities (DTA) on 29-02-2016 under number 9015550000-06-2;

h) The Parties wish to set out the terms and conditions of their agreements in this contract (hereinafter referred to as the “Contract”).

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

ARTICLE 1

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	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,
- 1.2.4 Annex 3 – Terms of Reference/Statement of Work/Specifications,
- 1.2.5 Annex 4 – Time Recording Template and
- 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-XX-XXX dated 7 May 2023,

- 1.5.2 Addenda No. XX, XX dated 7 May 2023, 7 May 2023 respectively,
1.5.3 The Contractor's bid in response to Request for Proposal GCA-PR-XX-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 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 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. Contractor is fully independent in performing the Services without supervision or guidance of the GCA. 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. The Contractor shall be available to the GCA for the duration of the Services and the term of this Contract. The Contractor will be entitled to perform the Services as it sees fit.
- 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.
- 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.

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- 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 no Services have been carried out by Contractor (over the subject period). Prepayments, if any, paid by GCA to the Contractor for Services not performed, will be 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] and finish on [Date].
- 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 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 delivery of the Services, based on actual full days worked.
- 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 Contractor on a monthly basis after the end of each calendar month in which the Services were performed.
- 5.4 All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable.
- 5.5 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.

5.8 Invoices of the Contractor shall be paid by GCA within 30 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


Warranties

- 7.1 The Contractor shall 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.
- 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).

ARTICLE 8

Indemnification

- 8.1 Contractor shall indemnify and hold harmless GCA against all claims, fines, costs and damages in connection with and/or resulting from any default in relation to Article 7.3 (employees taxes and insurances).
- 8.2 Contractor shall further indemnify and hold harmless GCA against all claims, costs and damages in connection with and/or resulting from any act or omission to act in relation to the Services, unless such act or omission to act directly results from any act of GCA for which it can be seriously blamed. Contractor waives any entitlement pursuant to article 7:658 sub 4 BW Dutch of laws.
- 8.3 Without prejudice to any other rights set out in this Contract, each Party (hereinafter the "**Indemnifying Party**") hereby agrees to indemnify and hold harmless the other



Party (hereinafter the “**Indemnified Party**”) from and against any and all direct 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.
- 8.6 The Contractor shall indemnify and hold harmless the GCA against all claims, fines, costs and damages in connection with the Contractor’s breach of national and international laws.

ARTICLE 9


Confidentiality and Marks

- 9.1 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 the use or disclosure of this information and data is necessary for the performance of the Services and/or the subject information and data have become generally known without this being due to breach of the duty of confidentiality.
- 9.2 Contractor undertakes to use the data and information referred to in Article 9.1 only to perform the Services.
- 9.3 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 GCA.
- 9.4 If the Contract is terminated or dissolved, Contractor must see to it that all materials, electronic media, documentation and other information carriers with data and/or information made available by GCA will be returned to GCA immediately and all digital or other copies are destroyed, deleted and removed.

ARTICLE 10

Intellectual, Industrial and Proprietary Rights

- 10.1 Upon payment of the Deliverables pursuant to Article 5, all right, title and interest in the output of the Services shall automatically vest in the GCA and the GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world forever. GCA shall retain all such rights therein, including statutory copyrights, and all renewals thereof, as copyright author and proprietor.


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- 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 instruments, source documents, designs, instructions and codes reasonably required by GCA in connection with the use, adaptation and enjoyment of the Deliverables and of the GCA's rights therein and thereto.
- 10.3 Contractor undertakes to do everything necessary to see to it that all existing and any future Intellectual and/or Industrial Property Rights pertaining to results in connection with the Services are (and remain) vested with GCA or with third party designated by it. The 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 results of the Work.
- 10.4 Insofar as these acts prove not to see to it that all Intellectual and/or Industrial Property Rights are transferred to GCA, 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 GCA: 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, irrevocable license, not subject to a time limit, to the relevant Intellectual and/or Industrial Property Rights.
- 10.5 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. Furthermore, Contractor indemnifies GCA from claims of third parties based on (alleged) Intellectual and/or Industrial Property Rights or on any other basis.
- 10.6 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 any so-called "moral rights" which may now or may hereafter be recognized.

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, for:
- 11.1.1 Either Party, if the other Party 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;



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- 11.1.3 Either Party, if the other Party discontinues its business operations;
- 11.1.4 The GCA, if the Contractor, after a written demand from the GCA allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Contract;
- 11.1.5 The GCA, if there is any doubt about the reliability and/or integrity of the Contractor, resulting from the screening process including but not limited to, for example, the condition that it has been determined that the Contractor has been involved in serious incidents or irregularities with previous employers and/or on previous assignments;
- 11.1.6 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 or expiration of this Contract, together with any payment obligations and provisions 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 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 to the GCA any days on which he/she was absent due to illness, leave or any other reason for being unable to perform the Services.

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:** [name], [email], [telephone]
- 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 Dutch competent court in Rotterdam.

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:
[Contractor]

Name: Prof. Dr. Patrick Verkooijen
Position: CEO
Date:

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 to report integrity violations or to safeguarding@gca.org to report incidents of Sexual Exploitation, Abuse, and Harassment. If I need to report anything urgently, I will call or use WhatsApp to contact the Whistle Officer at **+31 643147051**. I understand that it is my duty to speak up immediately if I witness an incident, suspect an integrity violation, suspect a breach of a policy, feel harassed, or have a complaint regarding GCA or its associated parties or individuals.

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

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

Signature:

Name:

Date:





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

Company name:

Consultant name:

DATE	HOURS	PROJECT	COUNTRIES/REGION	SUMMARY OF ACTIVITIES