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**Request for Proposal**

**TERMS OF REFERENCE (TOR) FOR DEVELOPMENT OF SINGLE-COUNTRY CONCEPT NOTE FOR SUBMISSION TO THE ADAPTATION FUND**

**RFP DOCUMENT: 38192**

**RFP Issue Date: 27 August 2025**

**Proposal submission Deadline: 03 September 2025**

**CARE USA**

**151 Ellis Street NE**

**Atlanta, GA 30303-2440**

**Confidential Document**

*Prepared by*

*CARE ®*

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# ABOUT CARE

At CARE, we seek a world of hope, inclusion, and social justice, where poverty has been overcome and people live with dignity and security.

This has been our vision since 1945, when we were founded to send lifesaving CARE Packages® to survivors of World War II. Today, CARE is a leader in the global movement to end poverty. We put women and girls in the center because we know we cannot overcome poverty until all people have equal rights and opportunities. In 2019, CARE worked in 100 countries and reached 70 million people with an incredible range of life-saving programs.

To know more about CARE, visit: <https://www.care.org/our-work/>

# GENERAL CONDITIONS and CLAUSES

#  CARE’s GENERAL CONDITIONS

The enclosed document is not an offer to contract, but a solicitation of a vendor’s proposed intent. Acceptance of a proposal in no way commits CARE to award a contract for any or all products and services to any vendor.

CARE reserves the right to make the following decisions and actions based on its business interests and for reasons known only to CARE:

* To determine whether the information provided does or does not substantially comply with the requirements of the RFP
* To contact any bidder after proposal submittal for clarification of any information provided.
* To waive any or all formalities of bidding
* To accept or reject a proposal in whole or part without justification to the bidder
* To not accept the lowest bid
* To negotiate with one or more bidders in respect to any aspect of submitted proposal
* To award another type of contract other than that described herein, or to award no contract;
* To enter into a contract or agreement for purchase with parties not responding to this RFP
* To request, at its sole discretion, selected Vendors to provide a more detailed presentation of the proposal
* To not share the results of the bids with other bidders and to award contracts based on whatever is in the best interest of CARE.

Any material statements made orally or in writing in response to this RFP or in response to requests for additional information will be considered offers to contract and should be included by vendor in any final contract.

#  CONFIDENTIALITY/ NON-DISCLOSURE

All information gained by any vendor concerning CARE work practices is not to be disclosed to anyone outside those responsible for the preparation of this proposal. Any discussion by the vendor of CARE’s business practices could be reason for disqualification. CARE, at their discretion, reserves the right to require a non-disclosure agreement.

Reciprocally, CARE commits that information received in response to this RFP will be held in strict confidence and not disclosed to any party, other than those persons directly responsible for the evaluation of the responses, without the express consent of the responding vendor.

Finally, the information contained within this RFP is confidential and is not to be disclosed or used for any other purpose by the vendor.

#  PUBLICITY

Any publicity referring to this project, whether in the form of press releases, brochures, or photographic coverage will not be permitted without prior written approval from CARE.

#  LIABILITY

The selected vendor(s) will be required to show proof of adequate insurance at such time as CARE is prepared to procure the services. The participating vendor will also be required to indemnify and hold harmless CARE for, among other things, any third-party claims arising from the selected vendor’s acts or omissions, and will be liable for any damage caused by its employees, agents or subcontractors.

#  FORCE MAJEURE

1. Neither Party shall be responsible for a performance that is delayed, hindered, or is rendered inadvisable, commercially impracticable, illegal, or impossible by a “Force Majeure Event.” A Force Majeure event includes, without limitation, an act of nature, a pandemic, emergency, civil unrest or disorder, actual or threatened terrorism, war, fire, governmental action or interference of any kind, power or utility failures, strikes or other labor disturbances, a health warning issued by the Center for Disease Control (or similar agency), any other civil or governmental emergency and/or any other similar event beyond a Party’s reasonable control.
2. The Party that seeks to invoke this Force Majeure provision (the “Affected Party”) shall provide the other Party (the “Unaffected Party”) with a written notice within ten (10) days of the date the Affected Party determines a Force Majeure Event has occurred.

#  ERRORS AND OMISSIONS

CARE expects the vendor will provide all labor, coordination, support, and resources required based on the vendor’s proposal and corresponding final SOW. No additional compensation will be available to the vendor for any error or omission from the proposal made to CARE. The only exclusions are add-ons, deletions, and/or optional services for which the vendor has received written authorization from CARE.

#  OWNERSHIP OF WORK

All work created during this evaluation must be original work, and no third party should hold any rights in or to the work. All rights, title and interest in the work shall be vested in CARE.

#  CONFLICT OF INTEREST

CARE encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to CARE if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFP.

# COMPANY PROFILE & BIDDER’S DECLARATION

Bidders are requested to complete this form, including the Company Profile and Bidder’s Declaration, sign it and return it as part of your proposal. No alterations to its format shall be permitted and no substitutions shall be accepted.

#  COMPANY PROFILE

***Table 4.1.A*** **Previous Work with CARE**

|  |  |  |
| --- | --- | --- |
| Have you already had previous transactions with CARE? | Yes | No |
| [ ]  | [ ]  |
| If marked ***“Yes”,*** please provide the year of the latest transaction with CARE and the requirement that was delivered. *(This is to inform everyone that this information is for system checking only. This will not be part of any evaluation process.)* |
|  |
| If you marked, ***“No”*** on the table above, please answer the Table 4.1.B. below: |

***Table 4.1.B*** **Other Information**

|  |  |
| --- | --- |
| **Item Description** | **Detail(s)** |
| Legal name of bidder |  |
| Legal Address, City, Country |  |
| Website |  |
| Year of Registration |  |
| Company Expertise |  |
| **Bank Information** *(Please answer below)* |
| Bank Name:  |  |
| Bank Address:  |  |
| IBAN:  |  |
| SWIFT/BIC:  |  |
| Account Currency:  |  |
| Bank Account Number:  |  |

|  |
| --- |
| **Previous relevant experience: 3 contracts** |
| **Name of previous contracts** | **Client & Reference Contact Details** | **Contract Value** | **Period of activity** | **Types of activities undertaken** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

#  BIDDER’S DECLARATION

|  |  |  |
| --- | --- | --- |
| **Yes** | **No** |  |
| [ ]  | [ ]  | **Ethics:** By submitting this Proposal/Quote, I/we guarantee that the bidder has not engaged in any improper, illegal, collusive, or anti-competitive arrangements with any competitors; has not directly or indirectly contacted any buyer representative (aside from the point of contact) or gather information regarding the RFP; and has not attempted to influence or offer any type of personal inducement, reward, or benefit to any buyer representative. |
| [ ]  | [ ]  | I/We affirm that we will not engage in prohibited behavior or any other unethical behavior with CARE or any other party. We also affirm that we have read the general clause and conditions included in this RFP and that we will conduct business in a way that avoids any financial, operational, reputational, or other undue risk to CARE. |
| [ ]  | [ ]  | **Conflict of interest:** I/We warrant that the bidder has no actual, potential or perceived Conflict of Interest in submitting this Proposal/Quote; or entering into a Contract to deliver the Requirements. CARE Procurement's Point of Contact will be notified right away by the bidder if a conflict of interest occurs during the RFP process. |
| [ ]  | [ ]  | **Bankruptcy:** l/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal issues that could hinder the ability to conduct business. |
| [ ]  | [ ]  | **Offer Validity Period:** I/We confirm that this Proposal/Quote, including the price, remains open for acceptance for the Offer Validity. |
| [ ]  | [ ]  | I/We understand and recognize that you are not bound to accept any proposal you receive, and we certify that the goods offered in our Quotation are new and unused. |
| [ ]  | [ ]  | By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorized by the Organization/s to make this declaration on its/their behalf |

|  |  |
| --- | --- |
| Consultant/Firm Name: |  |
| Title/Designation: |  |
| Contact Person |  |
| Telephone & email |  |
| Date: |  |
| Signature |  |

# CONDITIONS AND GUIDELINES FOR SUBMISSION OF PROPOSAL

#  PROPOSOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process.

Any proposals received after this date and time will not be accepted. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by the CARE legal department, and will include scope, budget, schedule, and other necessary items pertaining to the project.

You must respond to every subsection including statement, question, and/or instruction without exception.

Any verbal information obtained from, or statements made by representatives of CARE shall not be construed as in any way amending this RFP. Only such corrections or addenda as are issued in writing by CARE to all RFP participants shall be official. CARE will not be responsible for verbal instructions.

**TOR FOR THE CONSULTANT**

1. **Introduction and Background**

Climate Justice, Food, Water & Nutrition is one of CARE Internationals program pillars in Somalia that focuses on contributing to climate related programming, increased food security and improved access to water and nutrition for vulnerable populations. It aims to achieve this by promoting gender-responsive, climate-smart and sustainable crop and livestock production, livelihood diversification, financial services and markets for pastoralists and smallholder farmers, promoting WASH (Water, Sanitation, and Hygiene), and strengthening early warning systems and contingency planning at the family and community levels.

The Adaptation Fund supports climate adaptation projects and programmes in developing countries climate vulnerable communities to the adverse effects of climate change. In line with this mandate, CARE Somalia, in collaboration with national stakeholders, intends to prepare and submit a Single-Country Concept Note (CN) to the Adaptation Fund. The CN will focus on priority climate adaptation needs in Somalia, addressing vulnerabilities across sectors such as water, environment, agriculture livelihoods and polices, with particular emphasis on climate resilient programming. The process will align with Somalia’s NTP, Nationally Determinants Contribution 3.0 (NDC), National adaptation plan (NAP), sector policies, and the Adaptation Fund’s strategic results framework.

Given the technical complexity, cross-sectoral nature, and strict timelines of the CN preparation process, CARE Somalia seeks to engage a highly qualified external consultant to provide technical leadership and coordinate the formulation, validation, and submission of the CN.

1. **Objectives**

**The overall objective is** to lead the end-to-end development of a technical robust, nationally endorsed, and Adaptation Fund compliant Single-Country Concept Note for Somalia, ready for submission to the Adaptation Fund Secretariat.

**Specific Objectives:**

* Lead the development of the climate rationale and theory of change for the CN.
* Develop data-driven, technology and scientific Concept Note that focus on Somalia climate adaptation interventions.
* Align proposed interventions with Somalia’s national policies, strategies, and the AF strategic framework.
* Conduct and synthesize stakeholder consultations, ensuring the integration of community-validated climate vulnerabilities and solutions.
* Ensure technical and policy coherence across priority sectors.
* Support cost-effectiveness analysis, environmental and social risk screening, and results framework development.
* Produce a complete, submission-ready CN in line with AF requirements.

**3. Scope of Work**

The consultant will carry out:

1. **Climate Rationale and Problem Analysis:**
* Review existing climate data, projections, and vulnerability assessments relevant to Somalia.
* Facilitate the development of a problem tree and solution tree through participatory processes.
* Define the climate adaptation challenge and underpin it with robust evidence.
1. **Stakeholder Engagement:**
* Identify and consult key stakeholders (government, NGOs, CSOs, private sector, community representatives).
* Ensure gender and social inclusion in all consultations.
* Document and integrate stakeholder inputs into the CN.
1. **CN Development:**
* Develop the theory of change, including clear pathways of change, assumptions, and sustainability measures.
* Design project components, outputs, and outcomes in alignment with AF’s results framework.
* Prepare the budget framework and indicative work plan.
* Conduct cost-effective analysis and environmental and social risk screening using UNEP SRIF.
1. **Validation and Finalization:**
* Present the draft CN to stakeholders for validation.
* Incorporate feedback and finalize the CN for submission.

**4. Methodology**

The consultant is expected to employ a participatory and evidence-based approach, combining:

* Desk review of relevant literature, national policies, and climate assessments.
* Structured stakeholder consultations (virtual and/or in-person).
* Logical framework analysis and theory of change development.
* Alignment with the Adaptation Fund CN template and guidance.

**5. Deliverables**

1. **Inception Report** – including methodology, detailed work plan, and stakeholder engagement plan.
2. **Draft CN** – complete in all sections of the AF template, including annexes.
3. **Validation Workshop Report** – documenting feedback from stakeholders.
4. **Final Submission-Ready CN** – incorporating all revisions and meeting AF requirements.

**6. Timelines**

* Contract Signing: **Early Sept 2025**
* Inception Report: **Mid Sept 2025**
* Stakeholder Consultations and Draft CN Submission: **25 September 2025**
* Validation Workshop and Final CN Submission: **12 October 2025**

**7. Expertise, Requirements and Qualifications**

* A technical proposal detailing the consultant’s understanding of the task, proposed methodologies, expected activities and deliverables, proposed work plan, and the composition of the consultancy team to be engaged, if any, in PDF format.
* PhD or Master’s degree in Climate Change, Environmental Policy, Development Studies, or related field.
* At least 10 years’ professional experience in climate adaptation planning and project design.
* Proven track record in developing successful climate finance proposals, preferably for the Adaptation Fund, GCF, or GEF.
* Strong familiarity with Somalia’s climate change context and policy environment.
* Experience with multi-stakeholder consultations and participatory design approaches.
* Excellent analytical, writing, and facilitation skills.
* Fluency in English; Somali language skills an asset
* at least three references associated with the submitted work experience.

**8. Management and Coordination**

The consultant will report to CARE Somalia’s Climate Justice Pillar Coordinator and work closely with the MoECC and UNEP.

**9. Level of Effort and Payment Schedule**

* **Total LOE:** Up to 35 days.
* **Payment Terms:**
	+ 40% upon approval of inception report.
	+ 60% upon submission and approval of final CN.

**How To Apply**

All applicants must submit their proposals to this email address: SOM.Consultant@care.org, clearly marking the subject line “**Development of Single-Country Concept Note for Submission to the Adaptation Fund**”. Applications must be submitted no later than **03 September 2025**, at 11:59 PM EAT.

***Links will not be accepted***.

**6. SELECTION CRITERIA**

* 1. **Technical Requirements**

|  |  |  |
| --- | --- | --- |
| **REQUIREMENTS** | **Provide the necessary details. Attach document or provide separate sheet if needed.** | **Score** |
| 1. **Overall Proposal Suitability**
 | **80%** |
| 1 | Technical proposal – A technical proposal detailing the consultant’s understanding of the task, proposed methodologies, expected activities and deliverables, proposed work plan, and the composition of the consultancy team to be engaged, if any, in PDF format. |   | 30% |
| 2 | At least 10 years’ professional experience in climate adaptation planning and project design.Experience with multi-stakeholder consultations and participatory design approaches.Proven track record in developing successful climate finance proposals, preferably for the Adaptation Fund, GCF, or GEF. |  | 20% |
| 3 | Experience with multi-stakeholder consultations and participatory design approaches. |  | 10% |
| 4 | Proven track record in developing successful climate finance proposals, preferably for the Adaptation Fund, GCF, or GEF." |  | 10% |
| 5 | Proven track record in developing successful climate finance proposals, preferably for the Adaptation Fund, GCF, or GEF |  | 10% |

Bidders successfully achieved above 50/80 will be eligible to the next stage evaluation

* 1. **Financial Requirements**

|  |  |  |
| --- | --- | --- |
| **REQUIREMENTS** | **Provide the necessary details. Attach document or provide separate sheet if needed.** | **Score** |
| 1. **Financial Proposal**
 |  | **%** |
| 1 | The financial proposal must cover all the activities outlined above consultant. |  | 20 |

**Compliance with Requirements**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes, we will comply** | **No, we cannot comply** | **If marked as “No”, please provide counter proposal** |
| Minimum Technical Specifications | [ ]  | [ ]  |  |
| Delivery/Implementation Lead Time | [ ]  | [ ]  |  |
| Delivery Term (INCOTERMS) | [ ]  | [ ]  |  |
| Warranty Period (if applicable) | [ ]  | [ ]  |  |
| Validity of Quotation | [ ]  | [ ]  |  |
| *Payment Terms (30 Days)* | [ ]  | [ ]  |  |
| *Other Requirements (Please specify)* | [ ]  | [ ]  |  |