Tender for a Framework Agreement to hire Climate Finance Readiness services for Financial Service Providers (the "Call for Tenders" o "Tender")

GAWA version 31.07.2026

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Ref.: KUALITAF_1 **Date: 3rd of august, 2026**

1 The Contracting Party

This call for tender is issued by GAWA Capital Partners SGEIC, S.A. ("**GAWA**" or the "**TA Manager**"), a Spanish fund manager, to invite eligible and qualified tenderers to participate in an open tender procedure for establishing a framework agreement to hire Climate Finance Readiness services for Financial Service Providers.

KUALI FUND S.C.A., SICAR-EuSEF, (the **"Fund"** or "**Kuali Fund"**) is an impact investment fund dedicated to transforming the financial sector into a more inclusive and climate ready industry which will work with small Financial Service Providers (or FSP) and with companies with innovative climate solutions to transform their models and processes to become greener and more sustainable and to expand the number of available mitigation and adaptation solutions. The impact of the Kuali Fund's investments will be maximized with the support of a technical assistance facility to promote capacity-building among its investees ("**Technical Assistance Facility**" or "**TAF"**). The TAF provides targeted technical assistance to help these investees systematically adopt climate best practice.

GAWA oversees the Kuali Fund as its fund manager and acts as the Technical Assistance (**TA**) Manager for the TAF through a fiduciary agreement (the **Fiduciary Agreement**).

2 Purpose of the Bid

The primary objective of this tender is the procurement of climate finance readiness services for Financial Service Providers (FSPs) which are required in connection with the Technical Assistance Facility of the Kuali Fund (the "**Services**").

The selected consortium of service providers (Implementing Consortium), will assist Kuali Fund investees by strengthening their capabilities in the following areas:

- Institutional Climate Finance Readiness Diagnostic
- Climate Taxonomy & Portfolio Tagging
- Climate Risk Mapping & Scoring Model
- Market Opportunity & Climate Product Design
- MRV System & KPI Reporting Tools
- Knowledge Production, Consolidation and Learning Dissemination

This tender process establishes a non-exclusive framework agreement between GAWA and the contractor or consortium of contractors (the "**Framework Agreement"**). The selected service providers or consortium of contractors ("**Implementing Consortium**") will be appointed under the Framework Agreement pursuant to this tender process, in accordance to Clause 13.3 (*Final Award and Formalisation*) through the final award and formalisation document set out in Annex IX (*Form of Final Award and Formalisation*). Services commissioned through task orders outlining the specific scope, deliverables, budget and expected timeline for specific assignments with the underlying Financial Service Providers ("**Task Orders or Call off Contract**"). Each Task Order or Call off Contract constitutes a separate mini-contract and is issued only when specific needs arise with the underlying FSP and under a contribution agreement signed with the FSP (the "**Relevant Contribution Agreement**") subject to the availability of funding and internal approvals.

The specific Terms of Reference for these services are set out in **Annex I** (*Terms of Reference*) of this document.

All general terms and conditions remain governed by the overarching Framework Agreement.

3 Funding and Institutional framework

The Services under the Framework Agreement are financed through the Technical Assistance Facility. The Technical Assistance Facility is financed through a blended finance structure with contributions from two public sources: the Green Climate Fund (GCF), and the European Union (EU).

COFIDES acts as the Accredited Entity for the GCF and as the contributor on behalf of the EU (through the LACIF and APIF facilities), channelling non-reimbursable funds to maximize the impact of the Kuali Fund's investments. These two entities are referred to together as the "**Public Partners**." In addition, the Kuali Fund contributes a portion of its aggregate commitments directly to the TAF to support its operations.

In accordance with the Fiduciary Agreement governing the contributions to the TA, this Call for Tenders and the resulting Terms of Reference must strictly adhere to COFIDES' procurement policies and procedures.

Further detail on the Public Partners is set out in **Annex VII**.

4 Legal framework of the bid

This Call for Tenders, all of its annexes (including, without limitation, the Terms of Reference set out in Annex I), the Framework Agreement arising from it, all Call-off Contracts and Task Orders, as well as the offers submitted in this procedure (altogether the "**Framework Documents**"), shall be governed by and construed in accordance with Spanish law.

On a subsidiary basis, the provisions of the most recent COFIDES internal procurement instructions, as amended from time to time (the "**COFIDES Procurement Policy**"), shall apply to the preparation and award of this Framework Agreement to the extent that such policies and procedures are applicable, together with Spanish civil and commercial legislation and any other special laws.

Bidders and contractors expressly accept their submission to the aforementioned legislation, to this document, which, together with their annexes, the Framework Agreement, and the successful bidder's proposal, will be contractual in nature and, therefore, binding. In case of discrepancies between the Framework Documents, the following order of precedence shall apply: first, this Tender; followed by the Framework Agreement; and lastly, the bidder's proposal.

Lack of knowledge of the Framework Documents in any of its terms, the annexed documents, or any instructions, norms, or specifications applicable to the execution of what has been agreed, will not exempt contractors from the obligation to comply.

Discrepancies regarding the interpretation or execution of the Framework Documents will be resolved by mutual agreement between the parties thereto. In the absence of such agreement, the parties, with an express waiver of any other jurisdiction, expressly submit to the jurisdiction and competence of the courts of the city of Madrid.

The Framework Documents are subject to Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights, and to EU Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC (General Data Protection Regulation, GDPR).

5 Maximum estimated value of the Framework Agreement

The maximum estimated value of the Framework Agreement is **three million euros**, inclusive of all potential taxes. The expected term as set out in Section 6 below and the complexity of the services per Annex I have been taken into consideration to calculate this global amount.

As this is a Framework Agreement concluded with a single Implementing Consortium in which the general financial conditions including pricing methodology and unit prices (man-day fees and standardized project rates) are established but the specific volume of each intervention is not fully defined, the total price of each Task Order or Call-off Contract will be determined at the time of its activation.

The maximum estimated value of EUR 3 million represents the aggregate ceiling for all Task Orders or Call-off Contracts issued under this Framework Agreement throughout its entire term. Under no circumstances may the cumulative value of all Task Orders or Call-off Contracts exceed this maximum estimated value. Likewise, no individual Call-off Contract may exceed the maximum estimated value of the Framework Agreement. The award of the Framework Agreement does not constitute a commitment by GAWA Capital to commission services up to this amount, which remains purely indicative and subject to portfolio needs, availability of funds, and the activation of individual assignments.

For the avoidance of doubt, the maximum estimated value of EUR 3 million relates exclusively to services procured from the Implementing Consortium under the Framework Agreement through Task Orders or Call-off Contracts. It does not include the Consortium's own internal management; administrative or overhead costs associated with the management of the Consortium which are funded separately and are not charged to the grant budget allocated to this Framework Agreement.

6 Term and Geographic scope

The term of validity of the Framework Agreement shall be **four (4) years** from its entry into force. In any event, the maximum of the Framework Agreement term may not exceed four (4) years from its entry into force.

The term of each Call-off Contract pursuant to the Framework Agreement shall be independent from the term of the Framework Agreement and shall be determined by the scope and specific characteristics of the services covered by each of them, with a maximum, in any case, of two (2) years from their relevant entry into force, all without prejudice to the grounds for termination set out in this Tender.

The geographical scope of the services will preliminarily include eligible investment countries of the Kuali fund, preliminarily DAC Official Development Assistance (ODA) eligible countries in Latin America, subject to validation and possible adjustments based on the priorities of the framework agreement.

7 Conduct of the Contracting Procedure

7.1 Procedure

The Framework Agreement under this Tender will be awarded through an **open procedure**.

7.2 Contracting Body

The contracting body in charge of the selection and awards in this procurement procedure shall be GAWA's board of directors (the "**Contracting Body**"), who may in turn authorize the Procurement Committee (as defined below) so that its members adopt, unanimously and jointly, the relevant resolutions and carry out the relevant actions in relation to this Tender.

GAWA will constitute a procurement committee formed by a president and, at least, a regular voting member and a secretary (the "**Procurement Committee**"). The Procurement Committee is composed of the following members: (i) the President; (ii) two (2) regular voting members; and (iii) the secretary. At least one member of the Procurement Committee shall perform economic and financial functions, and another shall perform legal functions.

The functions of the Procurement Committee within the framework of this procurement procedure, include, but are not limited to:

- Review of the documentation regarding eligibility requirements
- Requesting, where applicable, that bidders correct any deficiencies
- Opening of the documentation comprising the bids
- Evaluation of the bids based on the criteria established in this tender document, ranking them in order of score, and submission of the proposal for the best bid to the contracting authority.

The formalization and performance of the corresponding Framework Agreement shall be carried out by GAWA Capital.

7.3 Publication of the Tender

This Call for Tenders will be published on 3rd of august 2026. All notifications relating to this Call for Tenders will be published therein.

7.4 Clarification period

Bidders will have a period of seven (7) business days from the publication of the Call for Tenders to request, in writing, clarifications regarding the content of the Tender, prior to submitting their offers.

When a clarification to be provided to any bidder could be of general interest to the others, the Procurement Committee will disclose it to all of them on equal terms and simultaneously.

Requests for clarification will not interrupt the Tender process, unless uncorrectable defects are found that render it void, in which case the Procurement Committee will inform all bidders accordingly.

7.5 Amendment of the Call for Tenders

If, before or during the period granted for the submission of tenders, the Procurement Committee identifies the need to introduce amendments to the Call for Tenders, the submission period will be reopened to allow a new round of competition, giving the same publicity as the original call so that all potential bidders are duly informed.

7.6 Notifications and Communications

The relevant notifications made following the final award of the Framework Agreement shall be carried out by electronic means, to the relevant email addresses that GAWA will provide to the final awardee.

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8 Tender Schedule

MILESTONES	DATE
Publication of the Call for Tenders	3rd of August, 2026
Clarification period	12th of August 2026, inclusive
Submission of bids	**11th of September, 2026**
Rectifications, if applicable, during the bid admission phase	2 business days, starting from the day following the day on which the existence of rectifiable defects is communicated
Rectifications, if applicable, during the bid classification phase	2 business days, starting from the day following the day on which the existence of rectifiable defects is communicated
Notification of provisional award	Between 1 and 10 business days, starting from the day following the end of the rectification period
Period for objections	2 business days, starting from the day following the day on which the provisional award is communicated
Submission of remaining documentation	Between 1 and 5 business days, starting from the day following the end of the objection period
Final award	1 business day, starting from the day following the end of the deadline for the submission of remaining documentation

Unless otherwise expressly stated, when the deadlines indicate an 'including' the final date, this shall be understood to mean until 24:00 Madrid time on that date. Business days shall be understood to be those that are business days in the city of Madrid, Spain and any other as agreed in the Task Orders or Call off Contracts.

9 Method of Submitting Bids

This Tender will be conducted exclusively by electronic means, so the submission of bids and the handling of notifications and communications arising from the award procedure will be carried out through these channels.

All bids must be submitted in English, to the following email address: kuali.taf@gawacapital.com. Bids sent by any other means will not be considered.

The eligibility threshold, the technical and financial proposals must be sent by email in a password-protected PDF format (to ensure the transparency of the process) before 11th of September, 2026 at 14:00 (CET). Proposals received after the deadline will not be accepted.

The password shall only be sent after 14:01 (CET) on 11th of September 2026 to the same address to which the proposal was sent. Proposals for which the password is sent before the specified date and time will not be accepted.

The email through which bidders submit their offers must be identified as follows: **KUALITAF_1**

- Bidder identification: (company name or corporate name, Tax ID number, postal address and telephone number).
- Contact person for communications and notifications: (email address and mobile phone number).

The offers shall consist of three separate and independent files (encrypted electronic files whose password may not be disclosed prior to the date and time as specified above), identified as "**File 1: Eligibility Criteria**", "**File 2: Technical Offer**" and "**File 3: Financial Offer**", which shall include the information and documentation indicated in Section 10 below.

The offers must comply with the provisions set out in this Call for Tenders and their submission shall imply, for all purposes, the bidder's unconditional acceptance and adherence to this Call for Tenders and its annexes, without any reservation whatsoever.

Documentation forming part of the offers must be electronically signed by a person duly empowered to represent the relevant bidder.

In any of the following cases—without prejudice to any non-compliance with the Specifications or other situations provided therein—the offers shall be deemed inadmissible:

- Offer submitted OUT OF TIME.
- Offer NOT ENCRYPTED.
- Failure to send the decryption keys for the Offers, or receipt of such keys OUT OF TIME.
- Offer in which the DOCUMENTS IN TECHNICAL OR FINANCIAL OFFER CONTAIN NON-RECTIFIABLE DEFECTS or ARE NOT RECTIFIED WITHIN THE RECTIFICATION PERIOD GRANTED BY GAWA.

If no offers are submitted, or if the offers submitted are deemed inadmissible, the procedure shall be declared void, and the procurement process shall be considered closed.

10 Content of the Bids

10.1 File 1: Eligibility Criteria

10.1.1 Eligibility Criteria

10.1.1.1 Capacity

This tender is open only to economic operators which: (i) have full legal capacity to act; and (ii) are not subject to any Exclusion Grounds. For the purposes of this tender, "**Exclusion Grounds**" shall mean any of the following situations:

i. The tenderer, any of its directors or ultimate beneficial owners has been subject to a final criminal conviction for offences related to money laundering, terrorist financing or other serious financial crime under applicable law.

ii. The tenderer, any of its directors or ultimate beneficial owners is subject to targeted financial sanctions or other restrictive measures imposed by the European Union, including listing on the EU consolidated sanctions list or any national sanctions list implementing EU measures.

iii. The tenderer is established in, or directly or indirectly controlled from, a country or territory that is subject to European Union restrictive measures or is designated as a non-cooperative jurisdiction for tax or AML/CFT purposes, under applicable EU or national regulations.

iv. The economic operator uses or proposes to use in the performance of the contract, a corporate or contractual structure that does not provide sufficient transparency to identify and verify the identity of all Ultimate Beneficial Owners (UBOs) in accordance with applicable anti-money laundering and counter-terrorist financing legislation, including, where relevant, registration in the competent beneficial ownership register.

v. any other circumstances which, under the applicable legal framework, entail a prohibition or restriction on entering into contracts with public entities.

In addition, the operator shall not be subject to conflicting interests which may negatively affect the contract performance. For the purposes herein a conflict of interest shall be understood as any circumstance that could endanger the impartial, independent and objective performance of the Services, by way of example but without limitation, as a consequence of economic interests, commercial or professional relationships, political or national affinities, family or emotional ties, or any other shared interests (**Conflict of Interest**).

As part of the tender, all members of the consortium must declare in the Model of Affidavit (see part of Annex III Model of Affidavit), including, that they accept GAWA´s KYS procedure and the obligations arising out of it.

To address the multidisciplinary complexity of climate finance readiness, GAWA requires the formation of ample and complementary consortium. Proposals from consortium that demonstrate a synergistic blend of international technical expertise and deep regional experience in Latin America will be highly valued.

Two or more firms shall submit a joint bid as a consortium without being required to adopt any specific legal form at the time of bidding. Members of a consortium shall be jointly and severally liable before GAWA for the obligations arising from the Tender and the Framework Agreement and shall designate a single representative to act on their behalf throughout the procedure and the term of the Framework Agreement. No member of a consortium may simultaneously submit an individual bid, nor participate in more than one consortium.

All consortium members must individually meet the eligibility requirements.

10.1.1.2 Economic and financial solvency

Economic and financial solvency will be based on the bidders' average annual turnover. In this regard, legal persons wishing to bid must have an average annual turnover of the company, or of the group to which it belongs, in the field of the required services, exceeding 750,000 Euros for fiscal years 2024 and 2025.

For bids submitted by a consortium, this minimum turnover requirement can be achieved by the sum of the turnovers of all consortium members, ensuring that specialized firms can collectively meet the financial threshold.

Have a valid professional civil liability insurance policy with an aggregate coverage limit appropriate for the services to be provided, on terms and with insurers reasonably satisfactory to the Contracting Party, in place prior to the definitive award.

10.1.1.3 Technical or professional solvency

Technical or professional solvency will be based on prior and relevant experience related to the subject matter of the contract, as set out in Annex I, which includes experience with financial service providers in Latin America.

Technical solvency will be assessed in respect of the consortium as a whole. The consortium may aggregate the relevant projects, references, and credentials of all its members to meet the experience requirements.

10.1.1.4 Assignment of personnel and material resources

Bidders, in addition to accrediting their suitability and solvency per the paragraphs above, must also have the necessary and sufficient means for the proper performance of the services pursuant to Annex I, in English and Spanish. The successful tenderers shall be obliged to allocate or assign the necessary personnel and material resources for the proper provision of the services pursuant to Annex I.

10.1.2 Documentation to proof Eligibility Criteria

The following documentation must be submitted in order to confirm compliance with the eligibility threshold:

a. Participation request form included in Annex II.

b. Affidavit included in Annex III.

c. Data treatment declaration included in Annex IV.

d. Declaration of beneficial ownership included in Annex V.

e. Powers of attorney or authority of representation of the person signing the offer.

f. Bids submitted jointly by two or more firms (a "**Consortium**"), a private joint-bidding agreement or commitment letter signed by all members, stating (i) the role, technical responsibilities, and expected contribution of each member to the delivery of the Framework Agreement, (ii) the designation of a single representative empowered to act before GAWA on behalf of the Consortium throughout the procedure and, if awarded, for the entire term of the Framework Agreement, which will be considered the main Consortium Leader, and (iii) the express undertaking that all members shall be jointly and severally liable vis-à-vis GAWA for all obligations arising from the bid and the Framework Agreement. The Consortium need not adopt any specific legal form; a binding contractual commitment among its members is sufficient for the purposes of this Tender, as stated in Annex II.

The Affidavit (Annex III), the Declaration of beneficial ownership (Annex V), and the powers of attorney or authority of representation must be submitted individually by each member of the Consortium. Economic-financial and technical solvency, by contrast, will be assessed jointly, by aggregating the capabilities and credentials of all members in accordance with Sections 10.1.1.2 and 10.1.1.3.

If the documents included in Section 10.1.1 (Eligibility Criteria) contain remediable defects, GAWA shall notify the bidder, who will have a period of two (2) working days from the notification to correct them.

The requirements relating to solvency and capacity will be assessed for the Consortium as a whole and must be met on the date of submission of the offer and continue to be met at the time of signing the Framework Agreement. The absence of any prohibition on contracting must be satisfied individually by each member of the Consortium, both on the date of submission and at signing; the existence of a prohibition affecting any single member shall render the joint bid inadmissible.

10.1.3 Validation of eligibility criteria

To streamline the tender process for the accreditation of the eligibility, candidates will only be initially required to submit the documentation referred to in Section 10.1 File 1: Eligibility Criteria at the time of submitting their tender. Only the bidders selected in the provisional award will be required to subsequently submit the supporting documentation for validation as established in Section 13.2 and Annex VI (Form of validation of Eligibility Criteria), and in any case, before the relevant contract is formalized.

10.2 File 2: Technical Offer

The Technical Offer must comply with the requirements set out in Annex I and enable GAWA to apply the evaluation criteria in Section 12. Any information not relevant to that assessment shall be deemed not provided. It must include the following documents, each assessed under the criterion indicated:

a) Prior and relevant experience *(Section 12.2.1).* Firm/consortium profile and a list of comparable projects (last 5 years), indicating country, client, objectives, services provided, results, challenges, reference contact and budget (professional fees as daily rates and number of days, operating and logistics costs, and other costs). Bidders must also submit an expanded summary of the three (3) projects they consider most relevant (one to three pages each).

b) Complementarity and Coverage Matrix *(Section 12.2.1 and Section 12.2.3).* A matrix demonstrating how the consortium collectively covers the technical disciplines required under Annex I, identifying the lead consortium member for each discipline and describing the relevant institutional experience and capabilities contributed by each member. The matrix should demonstrate complementarity, minimise unnecessary overlap, and show how the consortium functions as an integrated delivery structure. Single firms must complete the same matrix using their internal technical capacities.

c) Analysis of the contract scope and methodological proposal *(Section 12.2.2).* A proposal addressing each component of Annex I, the proposed methodology and tools, the work plan, and the approach to scoping, sequencing and delivering the Call-off Contracts over the four-year term.

d) Comments and proposed improvements to the Terms of Reference *(Section 12.2.2).* Bidders are expressly invited to critically review the Terms of Reference (Annex I), identify gaps, risks or sequencing problems, and propose concrete, justified improvements. Proposed improvements may add to the Terms of Reference but must in no way diverge from or reduce their objectives and scope; they constitute proposals only and do not modify the binding Terms of Reference unless expressly adopted in writing by GAWA.

e) Project Team documentation *(Section 12.2.3).* For the team with which the bidder expects to implement the project: (i) the CVs of the proposed team members and/or consultants; (ii) a Team Qualifications Profile (each member's specialization, professional category and seniority); and (iii) a Roles and Responsibilities Matrix assigning team members to deliverables. For consortia, this must also describe the joint governance, coordination and quality-assurance model and the specific input and role of each member.

The team must be led by an expressly named Team Leader, who shall be the primary point of contact with GAWA and responsible for the overall coordination and quality of the services under the Framework Agreement and each Call-off Contract. The core team should, collectively and as accredited in the CVs, cover the technical disciplines required by Annex I. The individuals proposed must devote, in a real and effective manner, the time necessary to perform the services adequately; merely nominal or insufficient involvement shall constitute grounds for termination of the Framework Agreement and the relevant Call-off Contracts.

f) Field Mobilisation Plan *(Section 12.2.3).* Where the specific field personnel are not yet identified, a plan demonstrating the bidder's capacity to source, vet and deploy qualified field personnel across the target geographies (Latin America) within a reasonable timeframe, describing at a minimum: existing networks of local consultants and partner organisations; the recruitment, screening and onboarding methodology; the mechanisms to ensure local presence

and proximity to the participating FSPs; and previous experience mobilising field teams under comparable assignments. The final composition of each Field Implementation Team shall be evaluated and approved by GAWA at each call-off.

10.3 File 3: Financial Offer

The bidder must submit a **Unified Price List** and a **Pricing Methodology Document** that will serve as the **exclusive and binding financial basis** for all future Call-off Contracts activated under this Framework Agreement.

To ensure maximum cost-certainty and administrative efficiency, this Framework Agreement does not allow for the invoicing of separate reimbursable expenses. All proposed rates must be all-inclusive, structured as follows:

Reference Institution for Pricing Purposes
To facilitate comparability of financial proposals, bidders shall base the Standardized Project Rates on a reference Financial Service Provider with the following indicative characteristics:

- Regulated or supervised financial institution (MFI, cooperative, small bank, or similar).
- Total gross loan portfolio between EUR 30 million and EUR 100 million.
- Between 20,000 and 80,000 active borrowers.
- Presence in 3–10 regions/provinces within one country.
- Existing core banking system and basic portfolio reporting capabilities.
- Limited prior experience in climate finance, climate-risk management, or climate portfolio classification.
- Portfolio primarily focused on MSMEs, agriculture, and/or rural finance.

The reference institution is provided solely for pricing comparability purposes. Actual assignments may vary significantly in size, complexity, institutional maturity, and scope. Final budgets will be determined through the Call-off Contract process and the agreed Level of Effort for each assignment.

A. **All-Inclusive Man-day Fees (Professional Fees):** Bidders shall provide fixed daily rates (in Euros) for the professional categories defined (Team Leader, Senior and Junior). These rates must factor in expert remuneration, corporate overheads, profit, and all incidental costs including international/local travel, per diems, visas, and insurance required for assignments in Latin America.

B. **Standardized Project Rates**: To ensure a "determinable price" and facilitate price calculation, bidders should provide an all-inclusive reference price for the following:

   1. **Institutional Climate Finance Readiness Diagnostic (Component 1)**
      A comprehensive assessment of the FSP's current positioning, governance, and capabilities, resulting in a 3–5-year Climate Finance Strategic Roadmap.

   2. **Climate Taxonomy & Portfolio Tagging Framework (Component 2)**
      A fit-for-purpose taxonomy aligned with the Kuali Technology List (KTL) and a technical **Tagging Guide/Tool** for classifying the existing loan portfolio.

   3. **Climate Risk Mapping & Scoring Model (Component 3)**
      A portfolio exposure and vulnerability report, including a climate-risk scoring model to be integrated into the institution's credit-risk policies.

4. **Market Opportunity & Climate Product Design Package (Component 4)**
   A market demand study and the formal design templates (terms, eligibility, and risk mitigants) for 2–3 prototype climate finance products.

5. **MRV System & KPI Reporting Toolkit (Component 5)**
   An operational manual for Measurement, Verification, and Reporting, including **KPI calculators (Excel/App-based)** and impact-reporting templates.

6. **"Climate Finance Operations Manual" & Handover Package (Cross-cutting)**.
   The consolidation of all institutional guidelines and rules into a single manual, accompanied by the **Train-the-Trainers toolkit** and institutionalisation package required for long-term institutionalization.

Bidders shall state, for each component, the indicative Level of Effort in man-days per professional grade from which that price is derived. These prices express the cost of delivering each component to the Reference Institution and serve as the benchmark against which the Level of Effort of each assignment is assessed. They are not the price of any individual assignment, which is determined under Section 15.3

C. **Programme Learning, Knowledge Management & Replication Package**
   Portfolio-level learning and knowledge-generation activities, including lessons-learned documentation, case studies, technical notes, and knowledge sessions, and coordination of portfolio learning sessions.

D. **Pricing Methodology Document:** A mandatory technical breakdown of the proposed rates. Bidders must explain how costs were factored into their all-inclusive rates. For consortia, this document must demonstrate "functional unity" through a single, harmonized rate card that applies regardless of which member firm executes a task.

11 Opening and Review of Bids

The bids submitted must comply with the provisions set out in the Terms of Reference (Annex I). No bidder may submit more than one bid, participate in a consortium with others if it has submitted individually, or appear in more than one consortium. Nor may different companies that are linked to each other submit separate bids.

If these rules are breached, the bid will be declared inadmissible.

The opening of Files will be opened in numerical order, ensuring rigor and transparency in the process.

The Procurement Committee shall first proceed to open File number 1. If defects are found in the documentation submitted, a period of two (2) working days shall be granted for the bidder to remedy them, such period beginning on the day following the date on which the notification of such defects is issued. “Remediable” shall be understood as simple, non-essential formal defects and/or those that allow the documentation accrediting the bidders to be completed.

For these purposes, the secretary of the Procurement Committee shall notify the parties concerned of the documentation to be corrected, granting them the period mentioned above and warning that failure to correct the defects within such period shall result in exclusion from the tender.

All actions carried out shall be recorded in the minutes, which must necessarily be drawn up.

Once the documentation submitted has been reviewed and any defects or omissions have been remedied, where applicable, the Procurement Committee shall determine the bidders admitted to the Tender, those rejected, and the grounds for their rejection.

Once the admitted bidders have been declared, the Procurement Committee shall proceed to open File number 2 and 3.

12 Evaluation of Bids

12.1 General

The evaluation process is designed to select the most comprehensive and synergistic technical approach. To address the multidisciplinary complexity of climate finance readiness, GAWA strongly encourages the formation of ample and complementary consortia. Consequently, in the evaluation of the Technical Proposal, the highest scoring bands are reserved for offers that demonstrate genuine multidisciplinary coverage, a synergistic blend of international technical expertise and deep regional experience in Latin America, and proactive, critically engaged methodological judgment. A single firm, or an offer relying on a narrow range of disciplines or showing material gaps in coverage, will not reach the highest band of the relevant criteria.

The evaluation will be carried out in two phases.

- The Technical Proposal (Phase I) is scored out of **80 points**
- and the Financial Offer (Phase II) out of **20 points**.

Each criterion and sub-criterion is scored using the qualitative performance bands set out below. Only proposals obtaining a minimum of **59 points in Phase I**, will proceed to Phase II.

12.2 Technical Proposal Evaluation

The Technical Proposal points are distributed as follows:

- Experience **30 points**;
- Analysis & Methodology **20 points**;
- Proposed Project Team Structure and Qualifications **30 points**.

Phase I	
Evaluation criteria	**Scoring**
Technical proposal: - Experience - Analysis & Methodology - Team	80 points: - Experience (30) - Analysis & Methodology (20) - Team (30)
Only proposals with a minimum score of 59 points will proceed to Phase II	
Phase II	
Financial Offer	20 points
Total Score	**100 points**

12.2.1 Experience

The contractor (company or consortium) should demonstrate experience and knowledge directly aligned with the objectives and scope of this Framework Agreement. The Experience criterion will be evaluated holistically, taking into consideration the bidder's demonstrated capabilities across the following dimensions:

- **Thematic/technical track record in climate finance for FSPs (14 points).** Demonstrated, evidenced track record delivering the technical disciplines in the Annex I (climate strategy & governance; taxonomy/portfolio classification; climate risk/ESMS–SARAS; climate finance product development; MRV). Assessed in depth, recency and direct relevance of completed assignments. For consortia, the combined experience of all members is assessed, with explicit credit for breadth of discipline coverage.

- **Latin America track record (8 points)**. Direct, hands-on project experience in Latin America relevant to the Kuali Fund portfolio. A strong track record of working in-country with financial institutions and their end-clients. Evidence of the ability to conduct on-site activities (workshops, trainings, diagnostics) and to navigate the institutional and regulatory context of the target countries. Current availability to travel to and deliver in-situ projects in LATAM countries will be prioritized

- **Sectoral/client-type track record in inclusive finance (8 points).** Proven experience working with MFIs, cooperatives, and small/medium-sized banks, as well as with sectors relevant to their end-clients, particularly climate-vulnerable smallholder agriculture and MSMEs. Demonstrated understanding of the operational realities, governance structures, and capacity constraints of these types of financial service providers in developing countries.

Based on the evidence provided across all three criteria, the proposal will be placed into a performance band and awarded points accordingly. Based on the overall relevance, quality, complementarity, and demonstrated results of the experience presented across these dimensions, the proposal will be placed into one of the performance bands below and awarded points accordingly.

Band	Descriptor	Typical Features
Excellent (30)	Strong, complementary coverage across all three track records	**Thematic:** evidenced, hands-on delivery of climate finance solutions for FSPs across several core components (taxonomy, climate risk, MRV, product design), with quantified results. **Regional:** direct in-country experience in Latin America with FSPs and their end-clients. **Sectoral:** proven work with MFIs, cooperatives and small/medium banks and their climate-vulnerable end-clients. For consortia, the three track records are covered by distinct, complementary members rather than concentrated in one.
Good (22)	Solid coverage, strong on at least two track records	Direct climate-finance experience with several components and clear regional fit in Latin America; sectoral experience with the relevant FSP types is present and relevant. Outcomes clearly stated, even if not fully quantified. Minor gaps in one of the three track records.
Average (15)	Partial or uneven coverage	Experience is relevant to the topic but generic or high-level on the thematic side, or limited to larger institutions rather than MFIs/cooperatives/small banks, or regional experience is thin or adjacent rather than in Latin America. One track record is materially weak, or consortium members duplicate the same profile leaving gaps
Fair (8)	Peripheral or shallow	Relevance is indirect across the track records (e.g., general ESG or corporate consulting, only Tier-1 banks, or no demonstrable Latin

		America FSP experience). Thin on results and on the required sectoral or thematic depth.
Poor (0)	Not convincing	Vague descriptions, no proof of outcomes, and case studies not comparable on any of the three track records.

12.2.2 Analysis & Methodology

The bidder's methodological proposal will be evaluated holistically based on the quality, depth, and credibility of the evidence provided for the following criteria:

- **Understanding and Technical approach (7 points):** Quality of the bidder's understanding of the climate-finance-readiness challenge for FSPs and the soundness/innovation of the proposed technical approach and methodology across the discipline map. Robustness, practicality, and innovation of the proposed methodologies for each of the core technical components. Detailed step-by-step methodologies that are appropriate for the target FSPs (e.g., not overly complex for a small financial institution). The proposal of specific, suitable tools and frameworks. A clear and realistic work plan with logical sequencing, duration, and milestones

- **Critical review & improvement of the ToR (5 points):** Quality, relevance and feasibility of the bidder's critical review of the ToR and its proposed, justified improvements. Points awarded for substantive, actionable enhancements that improve delivery within the defined scope and objectives; proposals that materially alter scope, budget or objectives score no higher and may be disregarded.

- **Framework delivery, adaptive call-off management & knowledge management (4 points)**: Approach to delivering heterogeneous call-offs over the 4-year term: mobilisation/surge capacity, standardisation and reuse of tools, knowledge management across engagements, and quality assurance.

- **Sustainability & institutionalisation (4 points).** Approach to embedding capacity within FSPs and ensuring results endure beyond each engagement (change management, governance advisory, exit strategy, ownership transfer).

Based on the evidence provided across all criteria, the proposal will be placed into a performance band and awarded points accordingly.

Band	Descriptor	Typical Features
Excellent (20)	Strategic, detailed, and highly credible	Demonstrates a deep, nuanced understanding of the LAC context and FSP challenges. Methodologies for each component are detailed, practical, and innovative. The sustainability and engagement plan is concrete and convincing, with specific tactics for engaging leadership and building internal capacity. The critical review of the ToR is substantive and well argued, identifying genuine gaps, risks or sequencing problems and proposing concrete, justified and feasible improvements within the defined scope and objectives. The approach to delivering heterogeneous call-offs over the four-year term is convincing: mobilisation and surge capacity for parallel engagements, standardisation and reuse of tools between FSPs, a defined knowledge-management routine feeding the Consolidated Blueprint, and explicit quality-assurance arrangements
Good (15)	Solid, logical, and well-structured	Presents a logical and credible approach. Methodologies are sound and well-explained, though perhaps less innovative. The sustainability plan is present and logical but may lack specific details on engaging boards or developing champions. The overall work plan is clear and

		realistic. The review of the ToR is genuine and contains relevant observations and at least some actionable improvements, though partly descriptive or confined to secondary points. The approach to call-off delivery, reuse of tools and quality assurance is workable, but surge capacity or knowledge-management routines are described in general terms.
Average (10)	Addresses requirements but lacks depth	The proposal addresses all required components but is generic. Methodologies are described at a high level without sufficient detail or customization for the target FSPs. The sustainability plan relies on generalities without a deeper strategy for institutional change. The review of the ToR is superficial — largely restating or endorsing it, or proposing changes that materially alter scope, budget or objectives rather than improving delivery within them. Framework delivery, call-off management and knowledge management are addressed only in outline, with little on parallel engagements, standardisation or reuse, and quality assurance asserted rather than described.
Fair (5)	Superficial or poorly defined	The proposal is vague, describing *what* will be done but not *how*. The approach is likely one-size-fits-all, ignoring the project's emphasis on customization. Key elements like the diagnostic phase or sustainability are weak or missing. The critical review of the ToR is absent or amounts to a token statement of agreement. Framework delivery and knowledge management are not meaningfully addressed, and the offer reads as a single assignment rather than a four-year framework.
Poor (0)	Not convincing	The proposal is poorly structured and fails to address the core methodological requirements. It shows a lack of understanding of the project's objectives and the operational realities of FSPs in Latin America.

12.2.3 Proposed Project Team Structure and Qualifications

The bidder's proposed team will be evaluated holistically based on the quality, depth, and credibility of the evidence provided for the following criteria.

- **Team composition, component coverage and consortium synergy (12 points):** The degree to which the proposed team — as an integrated unit — covers the full Annex I with complementary, non-overlapping expertise; the clarity of each member's/firm's distinct contribution and the absence of redundant duplication; functional unity, governance, coordination and management arrangements; and surge/mobilisation capacity for parallel call-offs. A description of the specific input and role of each consortium member is required and scored.

- **Qualifications and experience of key personnel (9 points).** CV-based assessment of named key experts against their assigned roles, on three sub-dimensions: general qualifications, adequacy for the assignment (the dominant weight), and regional/language experience.

- **Field Team Mobilisation Capacity (9 points).** Where the specific field personnel are not yet identified, the bidder must present a Field Team Mobilisation Plan demonstrating its capacity to source, vet and deploy qualified experts in the relevant geographies within a reasonable timeframe. The Plan shall describe, at a minimum: the bidder's existing network of local consultants and partner organisations; the recruitment, screening and onboarding methodology; the mechanisms to ensure local presence, knowledge of the local context and proximity to the participating FSPs; and previous experience mobilising field teams under comparable assignments. The final composition and qualifications of

each Field Implementation Team shall be evaluated and approved by GAWA as part of each call-off procedure.

Based on the evidence provided across all three criteria, the proposal will be placed into a performance band and awarded points accordingly.

Band	Descriptor	Typical Features
Excellent (30)	Expert, well-structured, and highly credible	All proposed Key Personnel significantly exceed the minimum qualifications, with CVs demonstrating directly analogous project experience. The organizational structure is clear, logical, and perfectly suited to a multi-country TAF. The team composition shows an ideal balance of strategic, technical, and regional expertise. Each member's or firm's distinct contribution is clearly described and substantiated in the Complementarity and Coverage Matrix, with no redundant duplication, and the governance, coordination and quality-assurance arrangements demonstrate genuine functional unity and credible surge capacity for several parallel call-offs. The Field Team Mobilisation Plan evidences an established network of local consultants and partner organisations in the target countries, a defined recruitment, screening and onboarding methodology, concrete mechanisms to ensure local presence and proximity to participating FSPs, and documented previous experience mobilising field teams under comparable assignments, with indicative lead times.
Good (22)	Strong, competent, and well-organized	Most Key Personnel meet or exceed the qualifications, with strong, relevant experience. The management plan and organigram are clear and effective. The team is well-balanced, though it may have minor areas for improvement. The Field Team Mobilisation Plan is credible, with an identifiable network and a described recruitment and onboarding process, though thinner on lead times or on evidence of prior comparable mobilisations.
Average (15)	Meets requirements but has some weaknesses	The team meets the minimum qualifications on paper, but CVs may show more generalist experience rather than the required specialization. The organizational structure is adequate but may be generic. The allocation of responsibilities or level of effort may raise some questions. The distinct contribution of each member is asserted rather than demonstrated, and capacity for parallel call-offs is unclear. The Field Team Mobilisation Plan is present but high-level, referring to networks in general terms without a screening methodology or evidence of prior mobilisation.
Fair (8)	Significant gaps or questionable fit	One or more Key Personnel fail to meet the minimum qualifications, or their experience is not relevant. The management plan is unclear, particularly for a consortium. The team lacks a clear leader or essential technical specialists. The Field Team Mobilisation Plan is largely absent or reduced to a statement of intent, with no network, methodology or track record described.
Poor (0)	Not convincing	The proposal fails to identify qualified personnel for key roles. CVs are missing or irrelevant. The organizational structure is absent or incoherent, demonstrating a lack of understanding of the project's management needs. No Team Leader is expressly named, or no Field Team Mobilisation Plan is provided.

12.3 Financial Offer Evaluation (20 points)

Since this is a Framework Agreement concluded with a single provider where the specific volume of work for the specific interventions is not predefined, the financial evaluation will not assess a global project budget. Instead, the evaluation focuses on the Unit Rate Card and Pricing

Methodology submitted in the Financial Offer, establishing the exclusive and binding financial basis required to fix a determinable price for all future Call-off Contracts.

Because call-offs may be commissioned as a combination of fixed-price Standardized Project drawn from the catalogue adjusted by the level of effort required based on daily rates, the financial score rewards competitiveness on both pricing bases through two separate price indices. The score is awarded entirely on objective, formula-based comparison; the realism and internal consistency of the financial offer are assessed separately as a pass/fail admissibility requirement.

To ensure maximum cost-certainty and administrative efficiency for the Kuali Fund and its Partner Institutions, this Framework Agreement does not allow for the invoicing of separate reimbursable expenses. All proposed Man-day Fees and Standardized Project Rates must be all-inclusive, factoring in expert remuneration, corporate overheads, profit, and all incidental costs including, but not limited to, international and local travel, per diems, visas, and insurance required for assignments in Latin America.

12.3.1 Financial Compliance and Consistency Check (pass/fail)

Before the Price Score is calculated, the Pricing Methodology will be subject to a mandatory pass/fail compliance check. A financial offer will be deemed inadmissible if it fails any of the following criteria:

- Pricing Methodology: Submission of a breakdown of cost components compliant breakdown must demonstrate how all operational costs are absorbed into the daily fees and project prices.
- All-Inclusive Commitment: Explicit confirmation that rates include all travel and logistical costs; no separate reimbursables will be permitted.
- Functional Unity: Consortia must provide a single, unified rate card representing the entire group, ensuring harmonized pricing regardless of which member firm executes a task.
- Desindexation: Explicit acceptance that all rates are fixed for the 4-year term and may not be revised by reference to the CPI or other price indices.

12.3.2 Price Competitiveness (20 points)

Price competitiveness is scored out of 20 points and is split between two independent indices, each capturing one of the two pricing bases that will apply under future Call-off Contracts: the Professional Fees Index (F, 15 points), which compares the bidders' daily rates for professional time, and the Standardized Project Index (P, 5 points), which compares the bidders' prices for the Standardized Projects in the catalogue.

So that every offer is compared on a like-for-like basis, each index is computed by applying the same standard basket to all bidders, fixed by GAWA and set out below: a notional reference assignment of professional time for the Professional Fees Index, and a fixed set of product weights for the catalogue projects in the Standardized Project Index. Bidders submit only their daily rates and their Standardized Project prices; the basket quantities and weights are applied by the Procurement Committee and may not be varied, substituted or reweighted by bidders. An offer that modifies the basket shall be evaluated using the basket set out below.

These quantities are used only as a common yardstick to convert each bidder's rates and prices into directly comparable index values. They are not a forecast of demand and do not bind GAWA as the actual level of effort, mix of roles and selection of Standardized Projects commissioned under any Task Order or Call-off Contract. This will be determined solely according to the needs

of each assignment. Accordingly, the quantities in the basket carry no implication as to the Level of Effort a bidder should propose under any Call-off Pricing Note.

12.3.2.1 Professional Fees Index (F) — 15 points.

F measures the competitiveness of the bidder's daily rates over a notional reference assignment:

F = (30 × Team Leader daily rate) + (100 × Senior Expert daily rate) + (50 × Junior Expert daily rate).

The bidder with the lowest valid F receives 15 points.

Every other bidder receives: Score(F) = 15 × (lowest valid F ÷ bidder's F).

12.3.2.2 Standardized Project Index (P) — 5 points.

P measures the competitiveness of the bidder's reference prices, weighted by their expected commissioning frequency and resource intensity:

P = (0.25 × Component 1 price) + (0.15 × Component 2 price) + (0.20 × Component 3 price) + (0.15 × Component 4 price) + (0.15 × Component 5 price) + (0.10 × Cross-cutting price).
The bidder with the lowest valid P receives 5 points.

Every other bidder receives:

Score(P) = 5 × (lowest valid P ÷ bidder's P).

Total Financial Score = Score(F) + Score(P), out of 20 points.

12.4 Abnormally Low Offers

An offer will be considered abnormally low where either of its price indices (F or P) is more than 30 percentage points below the arithmetic mean of the corresponding indices of all admitted valid offers. Where an offer is presumed abnormally low, GAWA will require the bidder to provide, within a stated period, a technical and economic justification of the viability of its rates. GAWA will assess the justification and may reject the offer only by reasoned decision where the justification is insufficient.

12.5 Clarification of Offers

In order to support the evaluation process, GAWA Capital may, at its sole discretion, invite one or more shortlisted bidders to participate in clarification meetings, interviews, or presentations regarding their Technical Proposal.

Such meetings may be used to clarify aspects of the proposed methodology, consortium arrangements, team composition, implementation approach, availability of key experts, or any other element relevant to the evaluation of the proposal.
Clarification meetings or presentations shall not constitute a negotiation of the offer, nor shall they permit substantial modifications to the Technical or Financial Proposal submitted by the bidder.

GAWA Capital reserves the right, but shall not be obliged, to invite the highest-ranked bidders, including the top three bidders, to such clarification meetings.

The results of any clarification meeting shall serve exclusively to confirm or clarify information already contained in the submitted proposal and shall not result in additional scoring criteria.

12.6 Classification of Offers

Once the proposals from the bidders have been reviewed, and taking into account the aforementioned award criteria, the Procurement Committee will classify the valid offers in order of score, in accordance with the criteria outlined in this Call for Tenders, such valid offers to be communicated to the Contracting Body.

For the classification of the offers, the Procurement Committee may request any technical reports it deems appropriate.

Once the classification is complete, the Procurement Committee will provisionally award the Framework Agreement in favour of the bidder who have obtained the highest score.

12.7 Equal offers

In the event that, after applying the award criteria, a tie occurs between two or more offers, the following criteria shall be applied:

a) Proposals submitted by companies that have more social and labour measures that promote equal opportunities between women and men.
b) If the tie persists, the criterion shall be applied in favour of the companies which, at the expiry of the deadline for submission of offers, have the highest percentage of permanent employees.
c) If, after applying the previous criterion, the tie still persists, the criterion shall be applied in favour of the tenderer that has a higher percentage of women employed in its workforce.
d) If the tie still persists, a draw shall be held between the tied offers.

The documentation proving the criteria described in the preceding points shall be requested only in the event that a tie occurs between two or more offers, from the tenderers who have submitted such offers.

12.8 Changes in Consortium Composition

The composition of a Consortium as submitted in the bid shall remain unchanged throughout the procurement procedure and, if awarded, during the performance of the Framework Agreement, unless otherwise authorised in writing by GAWA.

Any withdrawal, replacement, or addition of Consortium members after submission of the bid shall require the prior written approval of GAWA. Such changes shall only be authorised in exceptional and duly justified circumstances, provided that:

- the modified Consortium continues to meet all eligibility and award requirements established in this Call for Tenders;
- the modification does not alter the competitive conditions under which the Consortium was evaluated; and
- the change does not undermine the technical complementarity or functional unity of the Consortium.

Where these conditions are not met, GAWA reserves the right to exclude the Consortium from the procurement procedure or, where applicable, terminate the Framework Agreement.

12.9 Decision not to award or enter into the contract, and withdrawal from the procedure

The decision not to award or enter into the contract, or to withdraw from the procedure, may be adopted by the Procurement Committee before formalization, for reasons duly justified in the record.

In such cases, eligible candidates or bidders will not be compensated for any expenses they may have incurred.

13 Award

13.1 Provisional and final award. Period for objections

The Framework Agreement shall be awarded to the tenderer that has submitted the best offer, meaning the one that obtains the highest score, in accordance with the award criteria set out in Section 12 (*Evaluation of Bids*).

Once the award criteria have been applied and the best offer has been determined, the Procurement Committee will formally notify all bidders of the provisional award. They will have a period of two (2) business days from notification to submit, in writing, objections or arguments against the provisional award. The Procurement Committee must respond to these requests and, if appropriate, will remedy any remediable defects, which must be formally communicated to all bidders. This communication will set out the new timelines to be considered for the award process.

Neither objections nor arguments against the procedure or its outcome will interrupt the tender process, unless the existence of irremediable defects in the procedure is verified, which will render it void; in such a case, the Procurement Committee will inform all bidders accordingly.

13.2 Validation of the eligibility criteria

Once the provisional award has been accepted by the Procurement Committee, it will request the provisionally awardee, where applicable, to submit the additional documentation provided for in Annex VI within five (5) business days therefrom. If the provisionally awarded bidder does not submit the required documentation in due time and form, it will be understood that they have withdrawn their offer.

Where the successful tenderer fails to provide the required documentation, declines to sign the Framework Agreement, or otherwise fails to formalize the agreement within the established period without justified cause, GAWA Capital may declare the award void and reserve the right to award the Framework Agreement to the next highest-ranked bidder, without prejudice to any other remedies available under applicable law.

13.3 Final Award and Formalisation

Once the requested documentation under Annex VI has been received in due time and form and favourably assessed by the Procurement Committee and following the approval by the Contracting Body, the provisional award will become final, and the Procurement Committee will issue the corresponding notifications to all bidders.

GAWA shall formalise with the successful tenderer an award document in the form of Annex IX (*Form of Final Award and Formalisation*), which shall refer to this Call for Tender and their annexes. Once digitally signed by both parties it shall be deemed as evidence of acceptance and shall be regarded as the Framework Agreement between GAWA and the successful tenderer.

Without the formalization requirement having been fulfilled, performance of the Framework Agreement may not begin.

Where the Framework Agreement is awarded to a Consortium, formalization does not require the prior constitution of any particular legal entity. It shall suffice that all members sign the Framework Agreement, or that the designated single representative signs on behalf of all of them by virtue of sufficient powers, with all members remaining jointly and severally liable for its performance. The supporting documentation referred to in Annex VI shall be submitted in respect of each member of the Consortium or the Consortium itself where applicable.

The performance of the Contract shall be carried out at the Contractor's own risk.

14 Data Protection

The Contractor assumes the obligations provided in current regulations (GDPR Regulation EU 2016/679, LOPD-GDD 3/2018). Upon execution of the Framework Agreement, the contractor acquires the status of Data Processor (Encargado del Tratamiento), and acts on behalf of the TA Manager. The Contractor is specifically obliged to:

- Process personal data solely for the execution of the Framework Agreement and in accordance with GAWA´s instructions.
- Apply the security measures detailed in Annex IV.
- Maintain absolute confidentiality (extending to all staff).
- Not communicating or assigning data to other entities without authorization (except authorized sub-processors).
- Destroy or return the data upon completion of the contractual performance.
- Assist GAWA with requests for the exercise of rights (access, rectification, suppression, etc.).
- The Contractor must declare where the servers will be located and communicate any changes. Compliance with these conditions is classified as essential for the purposes of contract termination

15 Task Orders or Call-off Contract Execution

15.1 Performance of the Framework Agreement and the Task Orders or Call-off Contracts based thereon

The Framework Agreement and the Call-off Contracts (CC) or Task Orders based on it shall be performed in accordance with the Framework Documents as defined in Section 4 above, and in line with any instructions that, where appropriate and for purposes of interpretation, may be issued by GAWA to the Contractor.

Performance shall be carried out at the Implementing Consortium's own risk. The Implementing Consortium shall be responsible for the technical quality of the deliverables and services provided, as well as for any consequences arising for GAWA or for third parties from omissions, errors, inadequate methods, or incorrect conclusions in performance.

GAWA may issue instructions to the contractor to ensure the faithful fulfilment of the agreed obligations. In the event of non-compliance with technical prescriptions, the FPS/Gawa may demand specific performance in accordance with Call-off Contract or Task Order.

15.2 Procedure for awarding Call-off Contracts under the Framework Agreement

As this Framework Agreement is concluded with a single Implementing Consortium, specific assignments for the expected interventions will be activated through a streamlined process without further competition.

15.3 Determination of Call-off / Task Orders Prices

The all-inclusive unit rates and the reference prices for standardized projects established in the awarded Financial Offer constitute the exclusive and binding financial basis to fix a "determinable price" for every Call-off Contract activated under this Framework Agreement.

Recognizing that even standardized interventions require technical tailoring to the specific context of each FSP, the final price of each assignment shall be determined as follows:

1. **Project-Based Baseline:** For each assignment, GAWA Capital and the Implementing Consortium shall select the relevant components from the Standardized Project Catalogue (e.g., Climate Taxonomy, MRV Toolkit) defined in the Framework Agreement.
2. **Reference Price:** The Standardized Project price for each component expresses the effort required to deliver that component to the Reference Institution described in Section 10.3. It shall be used as the benchmark for assessing each Call-off Pricing Note and shall be adjusted upward or downward to reflect the actual size, geographic dispersion, institutional maturity, systems, data quality and required scope of the FSP concerned.
3. **LoE Adjustment for Tailoring:** The Implementing Consortium shall submit a Call-off Pricing Note that proposes a specific Level of Effort (**LoE**) and team composition required to deliver those projects based on the FSP's maturity, size, and identified gaps. Where the price resulting from the proposed Level of Effort deviates from the Reference Price by more than twenty per cent (20%), the Pricing Note shall identify the specific factors driving the deviation, and the assignment may only be formalised with GAWA Capital's prior written approval of that justification.
4. **Calculation of Final Price:** The price for each standardized project component is calculated by applying the awarded all-inclusive man-day fees to the specifically agreed LoE for that assignment.
5. **Review and Justification**: GAWA Capital may require adjustments to the proposed LoE to ensure "Value for Money" and strict alignment with the intervention's complexity. However, the underlying unit rates for experts remain firm and will not be re-negotiated at the call-off stage.

All rates and prices are all-inclusive, meaning they must incorporate all professional remuneration, corporate overheads, profit, and all regional travel and logistics costs required for implementation in Latin America. As separate reimbursable expenses are not permitted, the Implementing Consortium must ensure the proposed LoE and rates fully absorb these operational costs.

For the avoidance of doubt exclusively to services procured from the Implementing Partner under the Framework Agreement through Task Orders or Call-off Contracts. It does not include the Consortium's own internal management; administrative or overhead costs associated with the

management of the Consortium which are funded separately and are not charged to the grant budget allocated to this Framework Agreement

This mechanism ensures that while the unit rates are fixed at the framework level to prevent price loading, the total project price remains flexible enough to accommodate the real-world effort needed for a successful technical handover to each FSP.

15.4 Activation Steps

The process for activating specific assignments under this Framework Agreement follows a streamlined direct-award sequence, moving from institutional diagnosis to formal contracting:

1. **Request for Services:** As Financial Service Providers (FSPs) join the Kuali Fund portfolio, GAWA Capital will identify institutional gaps, strategic priorities, and potential intervention areas through its due diligence and portfolio management processes. Based on this assessment, GAWA will issue a Request for Services to the Implementing Consortium, detailing the FSP profile, the country of operation, and the specific technical components required (e.g., Component 2: Taxonomy, Component 4: Product Development).
2. **Call-off Pricing Note:** The Implementing Consortium shall respond by submitting a Call-off Pricing Note (Proposal). This document must specify the proposed Level of Effort (LoE) (man-days) per professional grade and the list of Standardized Projects selected from the catalogue to address the FSP's needs. The note must include a technical justification for the proposed LoE based on the institution's maturity and identified gaps.
3. **Review and Technical Alignment:** GAWA Capital will review the Pricing Note to ensure technical consistency and alignment. While the awarded unit rates for experts and reference prices for projects remain firm, GAWA reserves the right to require adjustments to the proposed Level of Effort or team composition.
4. **Formalization:** Once the scope and budget are agreed upon, the assignment is formalized through a **Call-off Contract or Task Order** substantially in the Form Set out in Annex X *(Task Order Or Call-Off Contract Form)*. To ensure institutional ownership, this is typically signed as a tripartite agreement between GAWA Capital, the Implementing Consortium, and the beneficiary FSP under the Relevant Contribution Agreement.
5. **Kick-off and Mobilization:** Upon formalization, the Implementing Consortium transitions into the implementation phase, starting with a kick-off meeting between the TA Manager, the IP, and the FSP to review the final work plan, roles, and reporting formats.

15.5 Payments. Cost-Sharing

The final budget for each Task Order or Call-off Contract must reflect the mandatory cost-sharing requirement, in which the beneficiary FSP is responsible for co-financing a percentage of the total intervention cost as set in the Task Order or Call-off Contract itself.

GAWA Capital will determine the applicable funding split, and the resulting payment arrangement, on a case-by-case basis. The agreed arrangement shall be set out in the budget of the relevant Task Order or Call-off Contract and reflected, where applicable, in the tripartite agreement or the Relevant Contribution Agreement.

Payment to the Implementing Consortium shall be made on the terms established in the Relevant Contribution Agreement or the relevant Task Order or Call-off Contract if specifically set out therein. As a general rule, payments may be made by the local beneficiary FSP; it may also be made, in whole or in part, by GAWA Capital through the Kuali Fund Technical Assistance Facility.

15.6 Contract fulfilment and warranty period

The Call-off Contract under the Framework Agreement shall be deemed fulfilled by the contractor when it has performed the entirety of the service in accordance with its terms and to the satisfaction of GAWA.

In all cases, verification shall require a formal and positive act of acceptance or approval by GAWA within the month following completion of the contract's subject matter.

Once acceptance or approval has been completed, the warranty period—set at five (5) years—shall begin. If, during the warranty period, defects or faults in the work performed are evidenced, GAWA shall have the right to require the contractor to remedy them.

15.7 No Guarantee of Volume; Non-Exclusivity.

This Framework Agreement establishes the terms, rates and conditions under which Call-off Contracts or Tasks Orders may be issued but does not by itself constitute an order for services or a commitment to any minimum or maximum volume, value or number of Task Orders or Call-off Contracts. The estimated number of interventions and the indicative budget referred to in this Call for Tenders are provided for planning purposes only and are not guaranteed. GAWA assumes no obligation to commission any particular quantity of services, and the selected Implementing Consortium shall have no claim to compensation, indemnity or damages by reason of the volume of work actually commissioned being lower than estimated, or of no Task Orders or Call-off Contracts being issued.

The award of this Framework Agreement does not confer exclusivity. GAWA reserves the right, where it considers it necessary for the proper delivery of the programme — including in the circumstances envisaged for displacement or exceptional procurement set out in this Call for Tenders — to procure equivalent or related services from third parties, or to adapt or discontinue the implementation modality, without such action giving rise to any right to compensation for the Implementing Consortium.

Services will be commissioned only through Task Orders or Call-off Contracts executed in accordance with this Framework Agreement, and GAWA shall incur no liability under the Framework Agreement until a Call-off Contract is signed.

16 Other Terms in the Framework Agreement

16.1 Intellectual Property Rights

The Parties acknowledge that the allocation of intellectual property rights in in the studies, documents, products and by-products prepared by the Implementing Consortium as a result of performing the Framework Agreement and any Task Orders or Call-off Contracts based thereon (the "**Works**") shall depend on the nature of each deliverable and shall be further specified in the relevant Task Order or Call-off Contract using the form set out in Annex X.

Unless otherwise expressly stated in the applicable Task Order or Call-off Contract, the following default rules shall apply:

a. Works developed specifically for a particular Financial Service Provider (FSP), including internal policies, risk models, procedures, databases, IT configurations, portfolio analyses

and financial products designed exclusively for that FSP, shall be assigned to, and owned by, such FSP to the extent permitted by applicable law.

b. Cross-cutting methodologies, tools and materials commissioned directly under the TAF, including sector guides, taxonomies, templates, general methodologies and training materials, shall be assigned to, the Kuali Fund and COFIDES, as Accredited Entity, or such other programme entity as may be identified in the relevant Task Order.

c. Pre-existing intellectual property shall remain vested in the party owning or controlling it prior to the relevant Task Order or Call-off Contract and may be used only to the extent necessary for the performance, exploitation and use of the relevant Works under the TAF.

Each Task Order or Call-off Contract shall clearly identify: (i) the specific Works to be delivered; (ii) whether any intellectual property rights are assigned or licensed, and in favour of whom; (iii) the scope of the assignment or license, including territory, term, exclusivity, permitted uses, right to modify, right to reproduce, communicate, distribute, adapt and create derivative works, and any right to sublicense; and (iv) any pre-existing intellectual property, third-party materials, open-source components or other background rights incorporated into the Works.

In the event of any inconsistency between this Clause 16.1 and a Task Order or Call-off Contract, the express provisions of the relevant Task Order or Call-off Contract shall prevail in relation to that specific deliverable.

The Implementing Consortium shall procure that all necessary written assignments, waivers to the extent legally possible, and license confirmations are obtained from its personnel and subcontractors so that the agreed allocation of rights can be validly implemented.

Nothing in this Agreement shall be construed as a waiver of any non-waivable moral rights under applicable law.

16.2 Assignment and Subcontracting

The Implementing Consortium may not assign or transfer to third parties, without the express authorization of GAWA, the obligations or rights arising from this tender or from the corresponding Contract.

The selected Implementing Consortium may subcontract part of the services to third parties, subject to the conditions set out in this Call for Tender and with prior written consent of GAWA. The total value subcontracted shall not exceed 20% of the Contract Value. Subcontracting does not relieve the Implementing Consortium of any obligation: it shall remain fully and exclusively responsible before GAWA for the complete execution of the Framework Agreement and all Task Orders or Call-off Contracts, including the acts and omissions of its subcontractors.

Subcontracting is distinct from consortium membership. A subcontractor is not a member of the Consortium, does not assume joint and several liability, and its capabilities are not counted towards the consortium's solvency, complementarity or synergy as assessed under Sections 10.1.1 and 12.2. Bidders shall indicate in their offer the parts of the services they intend to subcontract and, where known, the identity of the proposed subcontractors.

Each subcontractor introduced during implementation must be notified to GAWA in writing in advance, together with: (i) a brief justification of the services to be subcontracted and an explanation as to why these cannot reasonably be performed by the Implementing Consortium / Consortium itself; (ii) evidence that the subcontractor has suitable technical and human

resources for the proper performance of the subcontracted services; (iii) a declaration that the subcontractor is not subject to any Exclusion Ground; and (iv) a declaration that no conflict of interest exists. GAWA may object to a proposed subcontractor on reasoned grounds.

The Implementing Consortium may not replace the Team Leader or the key experts assessed under Section 12.2.3 with subcontracted personnel, except in the cases of changes in team composition provided for in Section 12.8 (justified reason and equivalent qualifications) and always subject to GAWA's prior written authorisation.

The Implementing Consortium shall ensure that subcontractors are suitable for the correct execution of the Services and that they assume the obligations arising from their performance under the same conditions as apply to the Implementing Consortium insofar as relevant, including: (i) the all-inclusive and fixed rate (no separate reimbursable or additional charges may be introduced through a subcontractor); (ii) the confidentiality and data-protection obligations (including any sub-processor regime); and (iii) the quality and dedication standards set out in these Tender Documents. Subcontracting to an undertaking that is subject to an Exclusion Ground, or whose participation would give rise to a conflict of interest, is not permitted. No claim shall lie by any subcontractor directly against GAWA in connection with the execution of the Services.

16.3 Visibility and publicity

The Implementing Consortium shall ensure appropriate visibility and publicity of the existence of the aid through any means deemed suitable. In particular, in all actions, communications and publications carried out in the framework of the Project, the Implementing Consortium shall expressly refer to and publicly acknowledge the financial support received, in accordance with the visibility guidelines set out in Annex VIII. To this end, it shall:

a. ensure that the emblems and logos of the European Union, GCF, the Kuali Fund, COFIDES and GAWA are clearly visible, accompanied by their respective official references, in any publication or information material, irrespective of its format or means of dissemination (including online tools and websites), in accordance with Annex VIII (Visibility Guidelines);

b. systematically include the following disclaimer: *"This publication was produced with the financial support of the European Union/GCF. Its contents are the sole responsibility of [Partner Institution/Consultant] and do not necessarily reflect the views of the European Union/GCF"*

16.4 Amendment of the Framework Agreement and the Task Orders or Call-off Contracts

In any case, no substantial modifications may be introduced by means of a Task Order or Call-off Contract in relation to what is established in the Framework Agreement. In this regard, no amendments to this Framework Agreement are envisaged.

As regards the Task Orders or Call-off Contracts, the tender announcement shall indicate whether, any amendment is envisaged, including its scope, limits, and nature, as well as the conditions under which it may be used by reference to circumstances whose occurrence can be objectively verified; and the procedure to be followed to carry out the amendment. In any event, the amendment may not entail the establishment of new unit prices not provided for in the contract. Such amendments may reach a maximum of 20% of the initial price of the call-off contract.

The amendments agreed by GAWA shall be binding on the contractors when they involve, individually or jointly, a change in the amount that does not exceed 20% of the initial price of the call-off contract (excluding VAT).

16.5 Breach of Contract. Penalties. Liabilities and indemnities.

GAWA Capital will monitor the quality of the services delivered by the Implementing Consortium under each Task Order or Call-off Contract, and shall apply, as appropriate, the corrective measures set out below for isolated or first-time shortcomings, and the penalties and escalation where shortcomings are serious or repeated. Where the Implementing Consortium is a consortium, its members shall be jointly and severally liable for compliance, irrespective of which member performed the affected task.

16.5.1 Quality review and acceptance of deliverables

Performance under each Task Order or Call-off Contract is supervised by the TA Manager, acting as the person responsible for the contract. Each deliverable and activity is assessed against the agreed work plan, the applicable Terms of Reference and the relevant technical and safeguard standards on the basis of its technical soundness, completeness, timeliness and adherence to the approved methodology.

Deliverables are subject to formal review and acceptance in accordance with this Section 16.5.1 and 15.6. Where a deliverable does not meet the required standard, GAWA Capital may reject it or return it for revision, stating the deficiencies in writing and setting a reasonable period for their correction. The acceptance of a deliverable shall not release the Implementing Consortium from liability for defects subsequently identified during the warranty period.

16.5.2 Classification of breaches

Non-compliance by the Implementing Consortium is classified according to its severity:

- **Minor breach:** an isolated or formal shortcoming that does not materially affect the objectives, quality or timing of the assignment and that can be readily corrected, such as minor delays or the incomplete documentation or formatting of a deliverable.
- **Serious breach:** a shortcoming that materially affects the quality, scope or timing of the assignment; the replacement or withdrawal of key personnel without GAWA Capital's authorisation; or the repetition of a minor breach after a request to correct it.
- **Very serious breach:** a shortcoming that frustrates the purpose of the Task Order or Call-off Contract or the Framework Agreement, or that involves a breach of confidentiality, data-protection, environmental and social safeguard, anti-fraud or conflict-of-interest obligations.

16.5.3 Corrective measures for first or minor breaches

On identifying a minor breach or a first shortcoming, GAWA Capital will notify the Implementing Consortium in writing, describing the deficiency and granting a reasonable period to remedy it. Where appropriate, GAWA Capital may require the Implementing Consortium to submit a corrective action plan setting out the remedial measures, the persons responsible and the timeline for their implementation (the "**Corrective Action Plan**").

The Implementing Consortium shall correct the deficiency and, where necessary, re-perform the affected services in their terms at its own cost, with no additional charge to GAWA Capital or to

the beneficiary FSP. Where a minor or first breach is remedied within the period granted, no penalty will be applied. This opportunity to cure does not apply to very serious breaches, which may give rise to penalties or to termination without a prior cure period.

16.5.4 Penalties

Where a breach is not remedied within the period granted in the Corrective Action Plan, or where it is classified as serious or very serious, GAWA Capital may impose penalties, which shall be strictly cumulative and shall neither exclude nor limit the Implementing Consortium's liability for losses and damages caused by any breach of its contractual or legal obligations under the Framework Documents, without prejudice to its right to require full performance, to claim compensation for any damages and losses exceeding the penalty, or to terminate under Section 16.6. Penalties shall be proportional to the seriousness of the breach and are calculated by reference to the value of the affected Call-off Contract, as follows:

- **(i) Delay:** for unjustified delay against an agreed milestone, a daily penalty proportional to the value of the affected Call-off Contract.
- **(ii) Serious breach:** a penalty of between 1% and 5% of the value of the affected Call-off Contract.
- **(iii) Very serious breach:** a penalty of between 5% and 10% of the value of the affected Call-off Contract.

No individual penalty shall exceed 10% of the value of the affected Call-off Contract, and the cumulative penalties applied under a Call-off Contract shall not exceed 50% of its value. Before applying a penalty, GAWA Capital will inform the Implementing Consortium of the breach and give it the opportunity to submit observations. Penalties are due upon notification and may be deducted from any sums payable to the Implementing Consortium or, where applicable, from any guarantee provided.

16.5.5 Liabilities

The payment or deduction of any contractual penalty shall not be deemed to constitute full and final settlement of any claims arising from the relevant breach, including any amounts that GAWA Capital is required to reimburse or pay to the Kuali Fund or the Public Partners as a result of the Implementing Consortium's breach, nor shall it prevent GAWA Capital. from exercising any other contractual or legal remedies available under the Framework Documents or applicable law.
Nothing in this Framework Agreement shall exclude or limit the Implementing Consortium's liability for fraud or wilful misconduct, and any contractual limitations of liability shall not apply in cases of gross negligence, fraud or wilful misconduct.

16.5.6 Repeated breaches and termination

Where breaches recur despite the corrective measures set out above, or where the cumulative penalties applied reach a multiple of 5% of the value of the affected Call-off Contract, GAWA Capital may, at its discretion, either continue performance with the imposition of further penalties or terminate the affected Call-off Contract and/or the Framework Agreement in accordance with Section 16.6. Persistent or repeated serious breaches by the Implementing Consortium constitute grounds for termination and may also lead to its exclusion from further Call-off Contracts under this Framework Agreement, without prejudice to any rights or remedies already accrued by GAWA Capital, including, without limitation, its right to claim compensation for all losses and damages resulting from such breaches.

16.6 Grounds for Termination of the Contract

Without prejudice to the grounds for termination set out in this Framework Agreement, the Framework Agreement and any Task Order or Call-off Contract, may be terminated on the general grounds recognised under Spanish law and, in particular, by way of example and without limitation, on the following grounds:

(i) The Framework Agreement and/or any Task Order or Call-off Contract shall naturally and automatically terminate upon expiry of its agreed term.

(ii) The Parties may terminate the Framework Agreement and/or any Task Order or Call-off Contract at any time by mutual agreement, prior to its expiry, and such termination shall not give rise to any right to compensation in favour of either party.

(iii) GAWA may terminate the Framework Agreement and/or any Task Order or Call-off Contract, in whole or in part, by written notice to the Implementing Consortium in any of the following circumstances:

a. material breach of the Framework Agreement or a Task Order or Call-off Contract;
b. repeated delays or failure to meet agreed milestones without justified cause;
c. defective or unsatisfactory performance not remedied within a reasonable period following written notice by GAWA;
d. failure to maintain the minimum technical capacity or key personnel proposed in the bid;
e. unauthorized changes in consortium composition or subcontracting arrangements;
f. serious breaches of confidentiality, data protection, anti-fraud, or conflict-of-interest obligations;
g. insolvency, bankruptcy, or dissolution of any Consortium member;
h. fraud, corruption, or other prohibited practices or Exclusion Grounds by any of the members of the Consortium or subcontractor.

Before termination, GAWA shall normally notify the Implementing Consortium in writing of the non-compliance and grant a reasonable period to remedy the situation, unless the breach is of such gravity that immediate termination is justified.

Termination shall not affect any rights or remedies already accrued by GAWA Capital, the Kuali Fund or the Public Partners, including their right to claim compensation for any losses and damages arising from the breaches giving rise to termination, without prejudice to any contractual penalties that may have been or may be imposed.

16.7 Conflict of Interest and Exclusion Grounds

The Implementing Consortium, all Consortium members, subcontractors, and their respective personnel shall avoid any situation that may give rise to an actual, potential, or perceived Conflict of Interest during the procurement procedure and throughout the implementation of the Framework Agreement and any Task Order or Call-off Contracts.

The Implementing Consortium shall immediately notify GAWA Capital in writing of any actual, potential, or perceived Conflict of Interest arising during the procurement process or implementation period and shall take all necessary measures to remedy such situation.

GAWA Capital reserves the right to require appropriate mitigation measures, request the replacement of personnel, reject proposed subcontractors, or terminate the relevant Call-off Contract or the Framework Agreement where a conflict of interest cannot be adequately mitigated.

The Implementing Consortium, Consortium members, and subcontractors shall act independently and shall not accept any instruction, benefit, or advantage from third parties that could affect their impartiality in the performance of the services.

16.8 Integrity, Anti-Fraud and Anti-Corruption

The Implementing Consortium, Consortium members, and subcontractors shall comply with all applicable anti-corruption, anti-fraud, anti-money laundering, and ethical standards throughout the procurement process and implementation period. Any fraudulent, corrupt, collusive, coercive, or obstructive practice may result in exclusion from the procurement procedure, termination of the Framework Agreement and/or the relevant Task Order or Call-off Contracts, without prejudice to any other legal remedies available to GAWA Capital.

16.9 Confidentiality

The Implementing Consortium is obligated to maintain complete confidentiality, both during the term of the Framework Agreement signed with GAWA Capital and after its termination, regarding all information obtained from GAWA Capital, its employees, or directors directly or indirectly in connection with the performance of the Services, and is prohibited from selling, marketing, publishing, or disclosing such information in any way to third parties, including photocopies or reproductions, without the prior written consent of GAWA Capital. The Implementing Consortium will be liable to GAWA Capital for any breach of this duty of confidentiality.

Confidential information shall include all information related to commercial matters, legal documents, internal processes, products, economic offers, as well as the personal data of GAWA Capital personnel and directors and the FSPs. Information relating to the entities being evaluated and to the entities participating in the programme, with which contact is established within the framework of its management, will also be considered confidential, provided that such information was not previously known or in the possession of the successful bidder before its receipt.

The successful bidder undertakes to protect GAWA Capital’s and the FSPs information against any unauthorized disclosure and, throughout the term of the Framework Agreement, also undertakes to apply the same diligence in protecting GAWA Capital's information as it would in protecting its own confidential information and, in all cases, to act in good faith.

The contractor may not use the confidential information accessed under this Framework Agreement for purposes other than those specified in the Contractual Documents and is obligated to return all documentation or materials provided by GAWA Capital at any time upon request, or in any case within thirty (30) days following the expiration of this Contract, without prior notice.

The contractor undertakes to maintain the confidentiality of all information accessed under this Framework Agreement.

The confidentiality obligations established in the preceding paragraphs shall not apply when there is any administrative or judicial requirement or other legal obligation to the contrary.

16.10 Dispute Resolution and Jurisdiction

Any disagreements regarding the interpretation, execution, performance, and/or termination of this Framework Agreement or any of the Task Orders or Call-off Contracts shall preferably be resolved amicably.

If this is not possible, both Parties expressly submit to the jurisdiction of the Courts of Madrid, Spain, waiving any other jurisdiction that may apply, for the resolution of any issues that may arise concerning the interpretation, execution, performance, and/or termination of this Framework Agreement or any of the Task Orders or Call-off Contracts, as applicable.

ANNEX I. TERMS OF REFERENCE

CLIMATE FINANCE READINESS SERVICES FOR FINANCIAL SERVICE PROVIDERS

I. Basic Project Data

Title	Supporting FSPs deploying climate-aligned finance for resilient economies
Location	Latin America
Partner Institution	Between 5 to 14 Financial Service Providers (FSPs)
Specific Objective	☒ Green Readiness
Total cost of project	3.6 million euros
TAF funding requested	3 million euros
Counterpart funding	600,000 euros
Project Manager	Lucía Gaitán
Expected start date	Q3 2026
Implementation period	4 years (Q3 2026 – Q2 2030)

II. Objective and project description

About the Kuali Fund

The Kuali Fund mobilizes private capital through debt and equity investments in financial institutions and climate solutions providers. The fund's primary goal is to create a comprehensive ecosystem where smallholders, SMEs, and other vulnerable communities can access tailored climate solutions.

The Fund seeks to promote the transformation of the financial sector into a more inclusive and greener industry by fostering the systemic adoption of climate best practices. Given that 70% of its investments will be deployed to financial institutions, Kuali's core strategy is to transform Financial Service Providers (FSPs)—including small banks (up to Tier 2), Microfinance Institutions (MFIs), cooperatives, and FinTech companies—into proactive promoters of climate action.

Kuali's theory of change identifies a clear role for technical assistance to complement and maximize its impact investing strategy. In this context, the main objective of the Technical Assistance Facility (TAF) is to support portfolio investees in implementing a green/climate strategy, integrating climate risks and opportunities into their systems, and launching and expanding green and climate products and services. This expert support equips FSPs with the capacity and necessary tools to identify, manage, and finance climate-resilient projects across various economic sectors, enabling them to strengthen the delivery of climate lending products to MSMEs and smallholder farmers. These key segments are often underserved by larger banks due to their perceived risk.

Context

The financial sector faces significant challenges in understanding, identifying, and financing climate-friendly practices and technologies. For many institutions, the concept of green and climate finance remains complex and abstract, making it difficult to integrate into their core

business strategies. This lack of familiarity often leads to a perception of high risk and a hesitation to explore new markets. It can even trigger a retreat from regions with recurrent climate hazards—ironically, the very areas most in need of access to climate solutions and finance.

While some financial institutions, mainly larger and stable Tier 1 banks, are already financing established climate sectors like renewable energy and sustainable transportation, which contribute to climate mitigation while remaining vulnerable to climate-related risks, many others—including small banks, MFIs, and cooperatives—are still in the early stages of learning how to finance climate solutions for these areas. In addition, these smaller institutions have portfolios heavily concentrated in the agricultural sector, serving small and medium-sized farmers. These clients are among the most vulnerable to climate change, yet they also represent a sector with immense—and largely untapped—potential for climate adaptation.

In this context, sectors such as agriculture, construction, transport, and energy are all critical to building a resilient economy through mitigation and adaptation. While each is vulnerable to climate change, agriculture often faces the most immediate risks: more than 500 million smallholder farmers and 78% of SMEs are already severely affected by climate events. In parallel, a growing market of companies is developing climate solutions across sectors — from improved irrigation systems and regenerative agriculture to energy-efficient buildings, sustainable transport, and distributed renewable energy. Financial and microfinance institutions are key players in this space. They have a unique opportunity to expand their portfolios and serve a new niche with green and climate financial products. By financing a broad range of climate solutions, they not only meet urgent client needs but also position themselves as pillars of economic and climate resilience.

Yet, most institutions have limited internal systems to classify, measure, or manage climate-related opportunities and risks. Addressing these gaps through the Kuali Fund's Technical Assistance Facility is essential for transforming FSPs into climate finance lenders.

The Project

Transforming a financial institution into a climate finance lender is not something that can be delivered through a one-off technical assistance contract. It takes time, it takes specialists across several disciplines, and crucially it takes the ability to learn from each institution and carry those lessons into the next one. A series of standalone TA assignments would force GAWA Capital to start from scratch every time a new FSP enters the Kuali portfolio, re-tendering, re-onboarding consultants, and re-inventing tools that already exist somewhere in a past deliverable.

The Framework Agreement is designed to avoid exactly that. By establishing a Framework Agreement with one selected provider or consortium, GAWA Capital can mobilise support quickly as each FSP joins the portfolio, while maintaining consistency across methodologies, implementation approaches, and learning processes. Individual FSP engagements serve as implementation and learning opportunities rather than isolated projects: the tools developed for one institution are refined, standardised, and reused with the next, and the lessons learned feed directly into a shared blueprint instead of disappearing into closed project files.

For this reason, the Framework Agreement should be understood as more than a contracting vehicle. It is the platform through which the Kuali Fund builds and shares a practical model for climate finance delivery through inclusive financial institutions. Each engagement strengthens the next. Each FSP's experience makes the following engagement faster, more cost-efficient, and more effective. And by the end of the four-year period, what started as technical assistance to individual institutions becomes a practical and replicable implementation model for the broader market.

The Framework Agreement operates in two complementary layers: (i) FSP-level components that define what each institution needs to do to integrate climate finance into its operations, and (ii) programme-level components that translate implementation experience into standardized tools, methodologies, and a scalable model. The Framework Agreement is structured as follows:

Level	Component	Objective	Output
FSP-Level	1: Strategy & Governance	Integrate climate finance into institutional strategy and governance	Climate strategy, roadmap, governance framework
	2: Portfolio Classification	Identify climate-aligned activities within the portfolio	Climate taxonomy and tagged portfolio
	3: Climate Risk Assessment and Integration	Assess and integrate climate risk into credit processes	Risk models, policies, portfolio risk mapping
	4: Product Development	Design and pilot climate finance products	Climate product prototypes and pipeline
	5: MRV	Measure, verify and report climate impact	MRV framework and KPI system
	Cross-Cutting: Institutionalisation (applies to Components 1–5)	Ensure long-term sustainability and internal ownership	Climate Finance Operations Manual, training
Programme-Level	A: Common Technical Standards	Ensure consistency and comparability across FSPs	Standardised tools, templates, methodologies
	B: Governance & Coordination	Manage implementation, coordination, and adaptive learning	Coordination mechanisms, feedback loops
	C: Learning & Replication	Consolidate knowledge into a scalable model	Consolidated Climate Finance Blueprint

The detailed description of each component is provided in Section III.

The objective of this thematic project is to establish a Framework Agreement with a selected service provider or consortium. This framework will support approximately 14 FSPs in Latin America. The Framework Agreement aims to strengthen the long-term institutional capacity of participating FSPs to continuously assess, manage, and scale climate finance activities beyond the duration of the technical assistance.

Selection and Qualification of the Implementing Consortium / Consortium

GAWA will launch and manage a competitive bidding process to establish a Framework Agreement to select one Implementing Consortium or consortium and establish the aforesaid framework agreements.

As participating FSPs join the Kuali Fund portfolio, GAWA Capital will identify institutional gaps, strategic priorities, and potential intervention areas through its due diligence and portfolio management processes. Based on this assessment, individual call-offs contracts are shared with the selected Implementing Consortium and jointly define the applicable components, implementation approach, technical team, deliverables, timeline, and budget for each engagement

The selected Implementing Consortium is expected to combine coordination capacity with specialised technical expertise across the different programme components. Depending on the technical requirements of each assignment, delivery may involve different consortium members and/or the mobilisation of additional specialised expertise, subject to GAWA Capital oversight and approval.

The selected Implementing Consortium must demonstrate technical expertise across several of the following areas:

- Climate finance strategy and institutional governance
- Climate taxonomy and portfolio classification
- Climate risk assessment and integration into credit risk management
- Climate finance product development, including agricultural and MSME finance
- Measurement, reporting, and verification (MRV) systems for climate finance
- Agricultural finance and value-chain finance
- Digital solutions, MIS integration, and data management systems
- Capacity building, institutional transformation, and change management
- Training and development of financial institutions

The Implementing Consortium is expected to propose multidisciplinary teams covering the required technical areas and must demonstrate experience working with financial institutions serving MSMEs and/or smallholder farmers in emerging markets, particularly in Latin America.

III. Specific activities and deliverables

Each FSP engagement will be structured as an individual assignment under the FA and may include one or more of the FSP-level components listed below. The selection and sequencing of components will follow the Common Technical Standards defined by GAWA Capital, while allowing flexibility to adapt to each institution's context. In addition to institution-specific outputs, each component is expected to generate tools, templates, and lessons learned that feed the Consolidated Climate Finance Blueprint.

FSP-Level Components

Delivered through institution-specific assignments with participating FSPs.

Component 1: Strategic integration and governance

Objective: To integrate climate finance into the institution's strategy, governance structure, and internal policies, and to develop a clear institutional roadmap for becoming a climate finance lender.

Activities:

- Conduct a Climate Finance Readiness Assessment using the Common Technical Standards methodology. Assess the FSP's current climate finance positioning and institutional readiness; review institutional strategy, governance structure, and internal capabilities.

- Develop a tailored Climate Finance Strategic Roadmap based on national regulatory frameworks, competitive landscape, alignment with institutional mission and vision, and internal capabilities assessment, prioritising the sequence of activities and resource allocation over the next 3–5 years.
- Draft necessary amendments to the FSP's governing documents (e.g., Credit Policy, Environmental and Social Risk Management System, Board Mandate) to formally adopt the Climate Risk Framework (CRIF) and the Climate Strategy.
- Define institutional targets, KPIs, and governance responsibilities related to climate finance.
- Capacity Building: Governance training for senior management and board members on climate-related financial oversight.
- Capacity Building: Coaching sessions to institutionalize roles and assign internal champions for each workstream.

Key deliverables:

- Board-ready documents outlining prioritized actions, timelines, resource allocation, and KPIs for the climate transformation.
- Drafts of the revised Credit Policy and/or Governance Mandate incorporating the CRIF.
- Recommendations for the organizational structure and responsibilities needed to maintain the new climate systems.
- Institutionalization roadmap with staffing and resource plan.
- Contribution to the Consolidated Blueprint: Replicable approaches for integrating climate finance into institutional strategy and governance structures

Component 2: Portfolio classification and climate alignment screening

Objective: To develop a fit-for-purpose climate taxonomy for the FSP, aligned with the Kuali Technology List (KTL) and, where relevant, the national or regional green taxonomy, and operationalise it through the green tagging of the institution's existing loan portfolio.

Activities:

- Define eligible climate activities and thresholds for different loan segments (e.g., micro, SME, agriculture).
- Develop portfolio tagging methodology (activity, purpose, share of loan allocated to climate use, technology type or sustainable practice).
- Integrate taxonomy fields into the institution's MIS or core banking system.
- Pilot-test the classification on a sample portfolio and refine rules based on data quality and staff feedback.
- Capacity building: Training for credit, IT and applicable teams on applying the taxonomy and updating tags.
- Capacity building: Development of a "Taxonomy User Manual" and training sessions to ensure in-house ownership.

Key deliverables:

- Climate taxonomy and eligibility matrix adapted to the institution's context, aligned to national standards when available, and compatible with the KTL and the Common Technical Standards.
- Portfolio classification tool (Excel/MIS-compatible tagging guide).
- Portfolio baseline report showing percentage of climate-aligned loans and potential pipeline.
- Technical note with recommendations for scaling portfolio tagging.
- Contribution to the Consolidated Blueprint**:** Standardized climate portfolio classification methodologies and tagging systems for inclusive financial institutions.

Component 3: Climate risk assessment and integration into credit risk management

Objective: To assess physical and transition climate risks affecting clients and integrate them into the institution's credit assessment and portfolio monitoring systems in a manner that strengthens underwriting quality, portfolio resilience, and long-term financial sustainability. The goal is to foster resilience in the most vulnerable sectors, particularly agriculture, by enabling informed lending decisions.

Climate risk assessments are expected to directly inform institutional strategy, portfolio decisions, and product development, and should therefore be conducted early in the engagement or in parallel with strategic planning processes.

Activities:

- Identify key climate hazards relevant to target sectors (floods, droughts, heat stress, pests, etc.).
- Conduct climate exposure and vulnerability assessment at portfolio and regional level (using NGFS scenarios and/or local data).
- Develop a climate-risk scoring model for loan applications using qualitative and geospatial factors.
- Integrate the scoring model into credit-risk policies and MIS dashboards.
- Develop a strategy to manage climate-related risks, including risk mitigation measures such as insurance, resilient technologies, and portfolio diversification.
- Produce recommendations for credit pricing, provisioning, or collateral adjustments.
- Capacity building: Training for risk and credit analysts on using climate risk data and tools.
- Capacity building: Workshops with management to embed climate risk in governance and decision-making processes.

Key deliverables:

- Climate risk mapping and vulnerability report (portfolio exposure maps).
- Climate risk scoring model and integration guide.
- Revised credit risk policy incorporating climate risk parameters.
- Internal dashboard or tool for portfolio monitoring.
- Contribution to the Consolidated Blueprint: Replicable climate risk integration models suitable for inclusive financial institutions.

Component 4: Assessment of market demand and green/climate product development

Objective: To identify market opportunities for climate finance and support the design and pilot of climate finance products.

Activities:

- Conduct a market study to map demand for climate solutions (e.g., renewable energy, efficient irrigation, resilient crops).
- Segment clients by activity, income, and exposure to climate risks.
- Identify and assess local technology suppliers and service providers (quality, warranty, financing options).
- Co-design 2–3 prototype climate finance products, specifically tailored to the institution, including pricing and risk management considerations.
- Product development support may include: (i) incremental adaptation of existing products, (ii) development of products for climate resilience, coping, and recovery, and/or
- (iii) adaptation finance solutions linked to climate technologies, practices, or business models.
- Test prototypes with selected clients in real market conditions and refine based on uptake and repayment trends.
- Capacity Building: Training in product development and credit teams on climate product design and marketing.
- Capacity Building: Mentoring sessions with loan officers to embed client profiling and supplier engagement.

Key deliverables:

- Market demand report and supplier landscape mapping.
- Climate product design templates (loan terms, eligibility criteria, risk mitigants).
- Prototype test results and recommendations for scale-up.
- Communication brief for clients (brochure or digital content).
- Contribution to the Consolidated Blueprint: Standardized climate finance product archetypes and product development processes.

Component 5: Measurement, Verification and Reporting (MRV) of climate impacts

Objective: To establish a robust yet practical MRV system to measure and report the climate mitigation and adaptation impacts of financed activities.

Activities:

- Define climate impact indicators and KPIs and develop an MRV protocol tailored to the institution's operations and consistent with international standards (e.g., IFC/IDB). The protocol will specify indicators (e.g., GHG reductions, resilience outcomes), data sources and collection methods, reporting templates and frequency, and verification levels (internal and/or external).
- Select 5–10 common KPIs (e.g., energy saved, GHG avoided, water saved, resilience indicators).
- Design data-collection templates and simple calculators (Excel or app-based).
- Pilot MRV with a representative sample of climate loans.

- Develop impact-reporting templates aligned with investors' and regulators' requirements.
- Capacity Building: Training for relevant staff (e.g., IT, sustainability, credit) on data collection, reporting and verification methods.
- Capacity Building: "Train-the-trainers" module to ensure MRV knowledge transfer within the institution.

Key deliverables:

- MRV framework and operational manual.
- KPI list with definitions, data sources, and calculation methodologies.
- Pilot MRV report including verified results and lessons learned.
- Standardized impact report template for future reporting.
- Contribution to the Consolidated Blueprint: Standardized climate impact measurement frameworks for inclusive finance.

Cross-Cutting Component: Institutionalisation and Handover (applies to Components 1–5)

Objective: To ensure long-term sustainability of the climate finance systems developed by consolidating the capacity-building activities conducted across Components 1–5 into a cohesive institutional framework. This component guarantees that the FSP is fully equipped, staffed, and trained to independently manage, update, and scale the newly implemented climate finance systems after the project concludes.

Activities:

- Consolidate a tailored capacity-building plan: integrate the specific capacity-building activities from Components 1–5 into a unified, institution-wide training roadmap for the FSP.
- Develop the institutional toolkit: compile all guidelines, taxonomy rules, MRV protocols, and risk methodologies into a single "Climate Finance Operations Manual" specific to the FSP.
- Execute a "Train-the-Trainers" handover: conduct targeted sessions with the FSP's designated internal champions (e.g., HR, training departments, sustainability leads) so they can replicate the training without external support.
- Facilitate a Final Institutional Handover Workshop with the FSP's senior management, board, and operational heads to formally hand over the systems, validate the assignment of internal roles, and officially close the IP's technical assistance mandate.

Key deliverables:

- Consolidated FSP Climate Finance Operations Manual.
- Train-the-Trainers toolkit (presentations, internal evaluation forms, coaching guides).
- Sustainability and Handover Report confirming adoption of systems, detailing attendance, evaluations, and the formal assignment of internal responsibilities.
- Contribution to the Consolidated Blueprint**:** Replicable institutionalisation and handover models to ensure long-term sustainability of climate finance systems

Programme Level Components

Delivered across the Framework Agreement and not tied to a single FSP engagement. These three components (A, B and C) convert the experience generated across multiple FSP engagements into a coherent, replicable model.

Component A: Common Technical Standards

Objective: To ensure that all technical assistance assignments contribute to a coherent and replicable model for integrating climate finance into the FSP's core operations, by defining the shared methodological architecture within which the selected Implementing Consortium will operate.

The Common Technical Standards define the technical architecture, minimum requirements, and reporting structure across the following areas:

- **Climate taxonomy and portfolio tagging:** a common taxonomy architecture and minimum tagging categories aligned with the Kuali Technology List (KTL) and relevant local or regional taxonomies.
- **Climate risk assessment:** a minimum set of climate risk dimensions to be assessed (physical and transition), scoring model, and required portfolio-level exposure metrics.
- **Climate impact measurement and MRV:** a core set of climate impact KPIs and standardized reporting templates for portfolio baseline assessments, climate risk mapping outputs, MRV summaries, product pilot results, and governance roadmaps.
- **Climate finance product development:** a standard product development methodology, including customer segmentation, technology assessment, financial product structuring, pilot design, and product performance evaluation framework.
- **Climate readiness and institutional governance:** a structured process to assess FSP climate readiness and maturity progress (e.g., Green Index of the e-MFP Green Finance Action Group).
- **Reporting templates and training materials:** standardized technical toolkit materials and training templates in Spanish, English and/or Portuguese, as required by the regional portfolio.

The selected Implementing Consortium may use proprietary tools and models, adapt methodologies to local contexts, introduce methodological improvements, and pilot innovative approaches. However, all outputs must remain compatible with the Common Technical Standards and aligned with the standardised templates, indicators, and reporting structures defined by GAWA Capital.

Key deliverables:

- Validated methodologies, tools, and templates for the five FSP-level components, consolidated and approved by GAWA Capital for deployment across the Framework Agreement.

Component B: Governance, Coordination & Adaptive Management

Objective: To define the roles, responsibilities, and coordination mechanisms between GAWA Capital, the selected Implementing Consortium, and participating Financial Service Providers (FSPs).

Actor	Main Role	Responsibilities
GAWA Capital	System architect and framework owner	Define the framework architecture, identify institutional priorities, jointly scope assignments, oversee implementation arrangements, and coordinate programme-level learning and the Consolidated Climate Finance Blueprint.
Selected Implementing Consortium	Technical coordination and implementation partner	Coordinate and implement technical assistance assignments, mobilise specialised expertise where required, develop and adapt tools and methodologies, document lessons learned, and contribute programme-level standardisation and knowledge generation
Financial Service Providers	Pilot institutions	Implement tools and methodologies, develop climate finance products, integrate climate-related systems and processes, and support institutional adoption and long-term ownership

Participating FSPs will be expected to designate an internal focal point or project manager responsible for supporting coordination, internal engagement, implementation follow-up, and institutional ownership throughout the assignment.

Key Responsibilities of the Selected Implementing Consortium

- Stakeholder Alignment: Collaborate actively with GAWA Capital and designated focal points within participating FSPs throughout assignment design, implementation, and follow-up.
- Execution: Deliver activities in accordance with the agreed work plans, milestones, and Common Technical Standards.
- Technical Integration: Propose and coordinate the most appropriate implementation structure for each assignment, including mobilisation of specialised expertise or subcontracting arrangements where required.
- Capacity Building: Apply participatory approaches that foster institutional ownership, internal adoption, and long-term skill retention.
- Knowledge Contribution: Document methodologies, implementation adaptations, operational challenges, and lessons learned in a structured format defined by GAWA Capital.
- Standardisation: Contribute to the refinement and consolidation of standardised tools, templates, and methodologies under the Common Technical Standards.
- Learning & Dissemination: Support the preparation of case studies, technical notes, and implementation guidance documenting programme results and lessons learned.

Coordination & Adaptive Management Mechanisms

- Quarterly implementation reviews: GAWA Capital and the selected Implementing Consortium will hold regular coordination meetings to review implementation progress, operational bottlenecks, methodological refinements, subcontracting arrangements where applicable, and lessons emerging from ongoing FSP engagements.
- Portfolio learning sessions: Regular portfolio-level learning sessions will consolidate implementation experience across participating FSPs, identify required refinements to methodologies and sequencing, and support continuous improvement of tools and implementation approaches.
- Technical alignment sessions: Additional technical sessions may be organised when multiple engagements are active simultaneously to address emerging issues, align implementation approaches, or recalibrate methodologies.
- Documentation of lessons learned: Following each assignment, the selected Implementing Consortium will submit structured Lessons Learned Notes summarising implementation challenges, methodological adjustments, client responses, product performance, and recommendations for future engagements.
- Framework updates based on implementation experience: GAWA Capital, in collaboration with the selected Implementing Consortium, will periodically refine and update the Common Technical Standards, templates, and implementation guidance based on lessons generated across the portfolio.

Performance and Compliance

Performance assessments will consider both technical delivery quality and contributions to programme-level learning and standardisation objectives:

• Quality and usability of tools developed
• Contribution to standardised methodologies and templates
• Quality of implementation documentation and case studies
• Replicability of tools across institutions
• Contribution to programme-level learning and system-level outcomes
• Effectiveness of coordination and implementation management

Non-compliance with Programme-Level Component requirements or failure to deliver agreed knowledge outputs may affect future assignments under the FA.

Component C: Learning & Replication

Objective: To ensure that the implementation of climate finance readiness services across multiple FSPs generates structured learning and contributes to the development of a replicable climate finance model.

Throughout the implementation period, the selected Implementing Consortium will progressively develop, test, refine, document, and periodically update the methodologies, tools, templates, implementation guidance, and lessons learned generated across participating FSP engagements. The selected Implementing Consortium will also be responsible for systematically capturing, documenting, and reporting implementation adaptations, operational lessons, and outcomes generated across the portfolio.

The final will be a Consolidated Climate Finance Blueprint for Inclusive Financial Institutions, synthesising the validated methodologies, tools, sequencing, partnership models, and implementation lessons developed throughout the Framework Agreement.

Throughout the implementation period, the selected Implementing Consortium will be responsible for:

- Methodology Development and Continuous Improvement: Development, testing, refinement, and periodic updating of standardised methodologies, templates, tools, and implementation guidance based on lessons emerging from FSP engagements. Methodological improvements shall be documented and incorporated into subsequent assignments where appropriate.
- Portfolio-Level Impact Assessment: consolidated assessment of outcomes across participating FSPs, synthesizing baseline diagnostics, pilot results, operational lessons, and KPIs to evaluate progress against project objectives and identify opportunities for replication and scaling across the Kuali Fund portfolio.
- Knowledge Dissemination: case studies, best-practice guides, and lessons-learned materials derived from specific FSP engagements. All tools and methodologies must be documented in formats that support reuse, adaptation, and replication across institutions and geographies.

The Consolidated Final Blueprint

Throughout the Framework Agreement, methodologies, tools, templates, implementation guidance, and lessons learned will be progressively consolidated and updated. At the conclusion of the Framework period, these outputs will be synthesised into a comprehensive Climate Finance Blueprint for Inclusive Financial Institutions:

- Synthesize the validated, cost-efficient process for operating as climate finance institutions.
- Define the recommended sequencing of components based on institutional maturity.
- Identify minimum readiness requirements for FSPs entering the green and climate finance space.
- Outline the standard governance and organizational adjustments required.
- Provide model KPIs and proven monitoring frameworks.
- Highlight common risk mitigation strategies observed during implementation.
- Provide climate finance product archetypes and climate risk integration models.
- Provide MRV frameworks and reporting templates.
- Define institutional governance models and capacity-building methodologies.
- Document partnership models (e.g., FSP–insurer–technology provider).
- Compile lessons learned and case studies.

This blueprint is intended to serve as a practical guide for financial institutions, technical assistance providers, and development partners seeking to develop and scale climate finance through inclusive financial systems, and as a public-good tool for replication beyond the Kuali portfolio.

Technical assistance allocation under the FA may evolve over time based on institutional commitment, implementation progress, scalability potential, and demonstrated readiness to integrate climate finance into core business operations. This adaptive approach is intended to

concentrate resources where institutional commitment, implementation traction, and replication potential are strongest.

IV. Procurement Plan

GAWA will launch and manage a competitive bidding process to establish a Framework Agreement to select one Implementing Consortium and establish the aforesaid framework agreement.

The selected Implementing Consortium will coordinate delivery across the different technical components and participating FSPs. This approach was selected to strengthen operational efficiency, facilitate coordination across multiple simultaneous engagements, and support the consolidation of methodologies, tools, and learning across the portfolio. The model is also intended to allow GAWA Capital to maintain focus on strategic oversight, portfolio management, ecosystem engagement, and the development of cross-cutting knowledge products and market blueprints.

Having one Implementing Consortium is intended to support consistency in the development of harmonised methodologies, templates, and implementation approaches across participating FSPs, while strengthening the aggregation and synthesis of implementation lessons at programme level. Ownership of project results, methodologies, and knowledge products generated under the FA will remain with GAWA Capital and participating institutions, ensuring that outputs developed through the programme can continue to be adapted, disseminated, and built upon beyond the duration of individual assignments.

The total indicative budget for the FA is estimated at approximately EUR 3.6 million over the implementation period. However, approval of the Framework Agreement does not constitute automatic allocation of the full amount to the selected Implementing Consortium. Individual assignments and associated budgets will be developed progressively as participating FSPs join the portfolio, and intervention needs are identified. Assignment scopes, budgets, and implementation arrangements will be presented through the programme's governance and reporting processes to ensure transparency and oversight throughout implementation.

GAWA Capital also reserves the right to adapt the implementation modality over time if required based on programme performance, portfolio evolution, or specific technical needs. This may include adjustments to Implementing Consortium arrangements, targeted procurement processes for specialised assignments, or the direct contracting of specialised consultants where appropriate.

V. Calendar

Activity	2026	2027	2028	2029
Preparation of tender documents and approvals	Q1–Q2			
Launch and evaluation of Framework Agreement tender	Q2–Q3			
Selection and contracting of Implementing Consortium	Q3–Q4			
Development of Common Technical Standards (initial version)	Q3–Q4			
First FSP engagements	Q4	Q1–Q2		
Second FSP engagements		Q2–Q4	Q1	
Third FSP engagements			Q1–Q4	
Continuous implementation of FSP-level components	Q4	Q1–Q4	Q1–Q4	Q1–Q3
Structured learning & portfolio learning workshops	Q4	Q2 & Q4	Q2 & Q4	Q2

Continuous update of Common Technical Standards	Q4	Q1–Q4	Q1–Q4	Q1–Q2
Case studies and knowledge products		Q2–Q4	Q1–Q4	Q1–Q3
Consolidation of learning and blueprint development			Q3–Q4	Q1–Q3
Finalisation of Consolidated Climate Finance Blueprint				Q3–Q4

VI. Expected Deliverables and Results

Expected Deliverables

Component	Main activities	Main deliverables
Component 1 — Strategic integration and governance	Assess the FSP's current climate finance positioning; review institutional strategy, governance, and internal capabilities; define the climate ambition and strategic priorities; develop a roadmap for becoming a climate finance lender.	Climate strategy diagnostic; institutional climate roadmap; governance and implementation recommendations.
Component 2 — Portfolio classification and climate alignment screening	Develop/adapt a practical climate taxonomy for the FSP based on the KTL and, where relevant, national green taxonomies; define tagging rules and classification criteria; conduct a green tagging exercise across the existing portfolio; analyse climate-aligned segments and gaps.	FSP-adapted climate taxonomy/tagging methodology; tagged portfolio database or classification output; portfolio climate alignment analysis.
Component 3 — Climate risk assessment and integration	Assess physical and transition climate risks at portfolio and/or institutional level; map exposure by segment, geography, or product; develop scoring logic or risk assessment approach; identify actions to integrate climate risk into policies and processes.	Climate risk assessment; portfolio exposure/risk mapping; climate risk integration recommendations or action plan.
Component 4 — Assessment of market demand and green/climate product development	Identify priority climate finance opportunities; assess market/client needs; design or refine climate-aligned financial products; support pilot preparation and internal rollout conditions.	Product assessment; product concept notes or product design documents; pilot recommendations or pipeline development plan.
Component 5 — MRV of climate impacts	Define climate-related indicators and monitoring approach; establish baseline, tracking logic, and reporting structure; align with project-level and portfolio-level KPI requirements; support integration into internal systems where relevant.	MRV framework; KPI matrix; baseline and reporting templates; recommendations for monitoring processes.
Cross-Cutting Component:	Support internal adoption of tools and methodologies; embed processes into day-to-day	Handover package; implementation plan; internal ownership matrix; Climate Finance Operations Manual; Train-the-Trainers toolkit.

Component	Main activities	Main deliverables
Institutionalisation and Handover	operations; define ownership and next steps for implementation; accompany transition from advisory phase to internal execution.	

Results

The results of the FA will be measured at three levels: **institutional**, **programme**, and **market** level.

Institutional Level — Transformation of Financial Service Providers

This level measures the extent to which individual FSPs have developed the internal systems, tools, and products required to operate as climate finance lenders and to expand climate-related financing to MSMEs and smallholder farmers. Indicative indicators include:

- Number of FSPs adopting a climate finance strategy
- Number of FSPs implementing a climate taxonomy and portfolio classification system
- Number of FSPs integrating climate risk into credit risk management
- Number of FSPs launching climate finance products
- Number of FSPs implementing MRV systems
- Number of demonstration-case FSPs achieving scaled climate finance deployment
- Volume of climate-aligned loans originated
- Number of staff trained

Programme Level — Development of a Replicable Model

This level measures whether the FA successfully generates standardised methodologies and implementation tools that can be replicated across institutions and markets. Indicative indicators include:

- Standardised tools and methodologies developed
- Number of tools reused across multiple FSPs
- Case studies and knowledge products produced
- Reduction in implementation time across successive FSP engagements
- Consolidated Climate Finance Blueprint completed

Market Level — Replication and Scaling

This level measures the extent to which the tools, methodologies, and approaches developed under the FA are adopted beyond individual assignments and contribute to the expansion of climate finance through inclusive financial institutions. Indicative indicators include:

- Climate finance products are replicated across institutions
- Partnerships created (e.g., FSP–insurer–technology provider partnerships)
- Ecosystem tools or platforms developed
- Additional climate finance mobilized

- End-beneficiaries reached through climate finance products

Results Framework Summary

Level	Objective	Example Indicators
Institutional	Transform FSPs into climate finance lenders	Climate strategy, taxonomy, climate risk integration, MRV systems, climate products
Programme	Build a replicable climate finance model	Standardised tools, case studies, methodologies, Consolidated Blueprint
Market	Enable replication and scaling	Partnerships, product replication, additional climate finance mobilised

ANNEX II. APPLICATION FORM TO PARTICIPATE IN THE PROCUREMENT OF THIS FRAMEWORK AGREEMENT

Applicant:

Mr./Ms. _____, holder of [Passport] No. _____, valid until _____, acting in the name and on behalf of the company _____[1], Tax ID _____, with registered office at _____, province _____, Postal Code _____, street _____ No. _____, Telephone _____, e-mail _____, fax _____, and with legal capacity to contract on behalf of said company, pursuant to _____, [in their capacity as lead applicant and on behalf of [insert form of partnership / association / consortium].

Co-applicants.[2]

Mr./Ms. _____, holder of [Passport] No. _____, valid until _____, acting in the name and on behalf of the company _____, Tax ID _____, with registered office at _____, province _____, Postal Code _____, street _____ No. _____, Telephone _____, e-mail _____, fax _____, and with legal capacity to contract on behalf of said company, pursuant to _____, [in their capacity as co-applicant.

FIRST.— That he/she/we submit[s] an application to participate in the Tender for a Framework Agreement to hire Climate Finance Readiness services for Financial Service Providers.

[We are submitting our proposal in a [insert form of partnership / association / consortium][3] between:

[…]

[…]

We have attached a copy of our [letter of intent / consortium / other form of partnership] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said [insert form of partnership / association / consortium].

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[1] Insert name of the applicant organisation or lead party

[2] Different than the lead party of a consortium, give the names of all co-applicants, their full address, and the names of the directors and contact persons

[3] Private joint-bidding agreement or commitment letter signed by all members, stating (i) the role, technical responsibilities, and expected contribution of each member to the delivery of the Framework Agreement, (ii) the designation of a single representative empowered to act before GAWA on behalf of the Consortium throughout the procedure and, if awarded, for the entire term of the Framework Agreement, and (iii) the express undertaking that all members shall be jointly and severally liable vis-à-vis GAWA for all obligations arising from the bid and the Framework Agreement. The Consortium need not adopt any specific legal form; a binding contractual commitment among its members is sufficient for the purposes of this Tender.

SECOND.—. That he/she/ we is/are fully aware of and unconditionally accepts the Administrative Clauses and the Technical Specifications for the PROCUREMENT of this Framework Agreement, to which he/she/it submits in their entirety and which form the basis for this procurement.

Your data will be processed for the purpose of managing the commercial and administrative relationship with GAWA Capital, the legal basis for the processing being the performance of the contract to which you are a party. The data will be retained for the duration of the contractual relationship and for the applicable statutory periods. To exercise your rights of access, rectification, erasure, portability, restriction, or objection to processing, please send a communication to: dpo@valvonta.es. If your rights are not satisfied, you may lodge a complaint with the Spanish Data Protection Agency. For more information, please consult our privacy policy on our website.

Place, date, and signature of the applicant [s][4]

Name Role Company	Name Role Company
Name Role Company	Name Role Company

[4] For a consortium, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

ANNEX III. MODEL OF AFFIDAVIT (For provisional award prior to final award)

Date:

Name/Company name of tenderer: […] (the "Tendered")

VAT number/Other tax identification number:

Subject of the tender:

I HEREBY CERTIFY, under my responsibility that having been invited to submit a tender published by GAWA Capital Partners SGEIC, S.A. ("GAWA") with reference number [●] (the "Tender" or the "Call for Tenders") and accepting to participate in said procedure:

I. That he/she is aware and accepts the contents of the Call for Tenders, which govern the Tender process. Submission of this document entails unconditional acceptance of all the clauses or conditions in the Call for Tenders, without any exception or reservation.

II. That the tenderer has full capacity to act.

III. That none of the following circumstances apply to the Tenderer (name of the natural or legal person):

a. having been convicted, whether the Tenderer or the persons with powers of representation, decision or control over it, by a final judgment or final administrative decision, for fraud, corruption, participation in a criminal organisation, money laundering, terrorism offences, child labour or trafficking in human beings, or their equivalents in other jurisdictions;
b. having been convicted, whether the Tenderer or the persons with powers of representation, decision or control over it, by a final judgment or final administrative decision, for committing irregularities affecting the financial interests of the EU;
c. having been convicted, whether the Tenderer or the persons with powers of representation, decision or control over it, by a final judgment or final administrative decision, for having created an entity under a jurisdiction different from that of its tax domicile, administrative headquarters, registered office or principal place of business, with the purpose of evading tax, social or any other obligations applicable in the avoided jurisdiction;
d. having been convicted by judgment or final administrative decision for having been created with the purposes described in the previous paragraph.

IV. That the Tenderer is up to date with its tax and social security obligations or equivalent in (name of the country) where such obligations must be fulfilled.

V. That nor the Tenderer, nor to the best of its knowledge and belief, its directors, officers, representatives or general attorneys in such capacity

a. is subject to targeted financial sanctions or other restrictive measures imposed by the European Union, including listing on the EU consolidated sanctions list or any national sanctions list implementing EU measures.

b. is established in, or directly or indirectly controlled from, a country or territory that is subject to European Union restrictive measures, or is designated as a non-cooperative jurisdiction for tax or AML/CFT purposes, under applicable EU or national regulations.

VI. That the Tenderer does not use, or proposes to use in the performance of the contract, a corporate or contractual structure that does not provide sufficient transparency to identify and verify the identity of all Ultimate Beneficial Owners (UBOs) in accordance with applicable anti-money laundering and counter-terrorist financing legislation, including, where relevant, registration in the competent beneficial ownership register.

VII. That the Tendered has the technical or professional authority to execute the Framework Agreement.

VIII. That the tenderer has the required economic, financial and technical solvency and has a professional civil liability insurance policy in force with an aggregate coverage limit appropriate for the services to be provided, on terms and with insurers reasonably satisfactory to the Contracting Party and undertakes to maintain it during the entire term of performance of the Contract.

IX. That the tenderer has the necessary and sufficient means for the proper execution of the Services under the Call for Tenders and undertakes, in the event of being definitively awarded the contract, to use the necessary personnel and material resources.

X. That neither the tenderer nor any members of the team mentioned are in a situation of conflict of interest. This statement shall also apply to any subcontractor and the members of its team mentioned, if applicable.

XI. That all the supporting documentation relating to the previous sections (Annex VI of the Call for Tenders) can be provided to GAWA Capital following the provisional award and prior to the final award in the event that the tenderer is selected for this procurement procedure in accordance with the provisions of the Tender.

XII. That the tenderer undertakes to report any risk of fraud or corruption, as well as any potential conflicts of interest or breaches it becomes aware of during the procurement process and, if awarded the contract, throughout the term of the relevant contract. The tenderer, if definitively awarded, undertakes and acknowledges that, from the effective date of the relevant contract, neither the tenderer nor its directors, officers, employees or collaborators, whether directly or through an intermediary, will have offered, promised, delivered, authorized, requested or accepted any benefit or undue advantage, financial or otherwise, nor suggested that they would or could do so at any future time, to any public authority or official in any way connected to the contract, nor performed or promised to perform any act that could constitute conduct contrary to the relevant OECD Conventions or the Spanish Criminal Code.

XIII. That the tenderer undertakes to undergo, and to cause its ultimate beneficial owners, directors, officers and, where relevant, key personnel to undergo, the

GAWA's know-your-customer, sanctions screening and other compliance due diligence procedures, as may be required from time to time, and to promptly provide all information and documentation reasonably requested for such purposes.

Signature:
Date:
Name:
Position of the signatory (*with powers of representation*):
VAT number:
E-mail address:

Your data will be processed for the purpose of managing the commercial and administrative relationship with GAWA Capital, the legal basis for the processing being the execution of the contract to which you are a party. The data will be kept for the duration of the contractual relationship and the appropriate legal periods. To exercise your rights of access, rectification, deletion, portability, limitation or opposition to processing, please send a communication to: dpo@valvonta.es. In the event that your right is not satisfied, you can complain to the Spanish Data Protection Agency. For more information, please consult our privacy policy on our website.

ANNEX IV. CONFIDENTIALITY AND DATA PROTECTION

[name of the Implementing Consortium] is obliged to maintain total confidentiality, both during the term of this contract and after its termination, of all information obtained directly or indirectly related to the services provided and shall be liable to GAWA Capital and the relevant FSP for breach of the duty of confidentiality.

For the purposes of this Framework Agreement, any information relating to commercial matters, legal documents, technology, technical processes, methodologies, technical manuals, technical information, processes, products, marketing techniques, price lists, economic offers, personal data relating to the staff, candidates and/or clients, facilities and premises, which before being received by [n*ame of the Implementing Consortium]* were not in the knowledge or power of the latter, shall be considered confidential. The confidential nature of the information that may come to the knowledge of *[name of Implementing Consortium*] through access to the technical manuals provided by the relevant FSP and the list of clients of the relevant FSP is expressly stated.

[name of the Implementing Consortium] undertakes to protect against any unauthorised disclosure of the information provided by *[name of Implementing Consortium*] to relevant FSP, provided that such information has been clearly identified, in writing, as confidential. Throughout the term of the Framework Agreement, [*name of Implementing Consortium]* undertakes to apply the same diligence in protecting GAWA Capital´s and relevant FSP 's information as it would apply in protecting its own confidential information.

[*name of Implementing Consortium]* shall not use the confidential information to which it has access under this contract for purposes other than those set out in this Framework Agreements.

Upon expiry of this contract, [*name of the Implementing Consortium*] undertakes to return, without the need for prior notice, all documentation or material provided by GAWA Capital and relevant FSP.

The Parties undertake to treat confidentially any personal data and information processed by them under this contract and to comply adequately and at all times with the applicable data protection provisions in force.

Specifically, *[name of Implementing Consortium*] undertakes to inform and, where appropriate, to obtain the consent of its personnel from whom it collects personal data, in accordance with the applicable regulatory requirements. Furthermore, it shall inform such persons and, where appropriate, request their consent for their data to be communicated to the relevant FSP and GAWA Capital so that the latter may incorporate them into its databases in its capacity as data controller.

The Parties, as data controllers, inform each other that the personal data (identification data, contact data, signature data, as well as data that may appear in the documentation proving representation) of the signatories acting in the name and on behalf of each of the Parties to this Agreement (the "**Representatives**"), as well as the personal data (identification data and contact data) of the persons indicated in this Agreement for notification purposes (the "**Contact Persons**") or of such other persons as may be indicated at a later date, will be processed by each of the Parties; shall be processed by each of the Parties for the purpose of managing the maintenance, compliance, development, control and execution of the provisions of this Framework Agreement.

The data of the Representatives and Contact Persons shall be kept by the Parties for the duration of this Agreement. Once terminated, they shall be blocked for the legal statute of limitations, generally ten years. After the statutory limitation periods have expired, the data shall be destroyed. The Parties shall not transfer the personal data of the Representatives and Contact Persons to third parties, unless required by law.

Representatives and Contact Persons may exercise their rights of access, rectification, erasure, objection, limitation of processing and portability, by means of a letter accompanied by a copy of a document accrediting their identity to the address indicated between each of the parties. Likewise, those persons who consider that the exercise of their rights has not been adequately respected may file a complaint with the Spanish Data Protection Agency (www.agpd.es).The Parties undertake to adopt and maintain the technical and organisational measures necessary to guarantee the security of the personal data processed by them in the performance of this Agreement. Each Party shall be responsible for the processing of the data concerned.

In the event that the performance of any service between the Parties involves the configuration as data processor of any of the Parties, a data access contract shall be concluded under the terms required by applicable law, including possible subcontracting of services. The secrecy obligations set forth in the preceding paragraphs shall not apply where there is any administrative or judicial requirement or other legal imperative to the contrary.

Signature:
Date:
Name:
Position of the signatory (*with powers of representation*):
VAT number:
E-mail address:

ANNEX V. DECLARATION OF BENEFICIAL OWNERS

1. BIDDER INFORMATION

Corporate name	
Tax Identification Number	
Registered address	
Telephone	
Website	
Main activity	

Preliminary Note

According with the requirements established by Law 10/2010, of April 28, on the prevention of money laundering and the financing of terrorism and in its Development Regulation, approved by RD 304/2014, of May 5, **GAWA CAPITAL PARTNERS SGEIC, S.A. is obliged to implement due diligence measures against money laundering, financing of terrorist activities and fraud**. A main element of these measures is the identification of any contracting party, the request for supporting documentation on the context of the operations and the clarification of the question whether the contracting party is acting on its own account or on behalf of a beneficial owner. To fulfil this obligation, all companies of **GAWA CAPITAL PARTNERS SGEIC, S.A.** use the provided "Know Your Customer" questionnaire. Submitting a completed and filled version of this questionnaire is one of the prerequisites in our contract closing process. Please be aware that, depending on the information provided within the questionnaire and the accompanying documents, we may request further information and/or ad additional documents.

1. Name of Entity/Physical Address

Please state registered address of business (and principal address, if different), no P.O. Box

Legal Name of entity (Please state legal name including business form)

Tax identification number

Street and Number

Postal Code / City / Country

2. Business activity

Corporate purpose / Real activity

Business sector of the company

Countries and territories in which the company provides services

Branch offices (Indicate if you have branches and the countries where they are located)

Estimated current turnover

3. Entity Structure

3.1. Is the entity listed on a stock exchange in an EU member states or equivalent third country [5]?

☐ Yes, please state ISIN (International Securities Identification Number) _____

☐ No

[5] Resolution of August 10, 2012, of the General Secretariat of the Treasury and Financial Policy, which establishes jurisdictions with equivalent requirements to the Spanish legislation to prevent money laundering and terrorist financing: Australia, Brazil, Canada, South America, Hong Kong, India, Japan, Mexico, Singapore, South Africa and Switzerland.

3. 2. Details regarding the beneficial ownership and the control structure

Beneficial owner means the natural person(s) who ultimately owns or controls the entity or the natural person(s) on whose behalf the transactions are carried out or the business relationship is ultimately founded. (generally holding 25 % or more of the voting rights or share capital). If no person fulfils these conditions it will be considered real holder to the administrator or administrators of the company. (article 8 RD 304/2014).

How many beneficial owners do exist? _____

Please state the following data. If the entity has more than three beneficial owners, please attach a separate sheet to this document.

Beneficial owners _____

☐ Ownership / control function ☐ At the instigation of ☐ Beneficiary status _____ % control

Type and percentage

Full name

Passport, Document issuing country, Expiry date

Date of birth | Country of birth | Nationality

Street and Number, Postal Code / City / Country

Beneficial owners _____

☐ Ownership / control function ☐ At the instigation of ☐ Beneficiary status _____ % control

Type and percentage

Full name

Passport, Document issuing country, Expiry date

Date of birth | Country of birth | Nationality

Street and Number, Postal Code / City / Country

Beneficial owners _____

☐ Ownership / control function ☐ At the instigation of ☐ Beneficiary status _____ % control

Type and percentage

Full name

Passport, Document issuing country, Expiry date

Date of birth | Country of birth | Nationality

Street and Number, Postal Code / City / Country

Beneficial owners _____

☐ Ownership / control function ☐ At the instigation of ☐ Beneficiary status _____ % control

Type and percentage

Full name

Passport, Document issuing country, Expiry date

Date of birth | Country of birth | Nationality

Street and Number, Postal Code / City / Country

4. Politically Exposed Person (PEP)

According to Article 14.1 of Law 10/2010, Politically Exposed Persons (PEPs) are individuals who are or have been entrusted with prominent public functions or their family members or close associates. Prominent public functions are for example Heads of State or of government, ministers, Prime Ministers and members of the government, senior politicians, audit court or military officials as well as administrative and supervising bodies and senior executives of state owned corporations. At the local level, also have the consideration of PEP deputies and senior autonomic posts and mayors and councillors of the provincial capital municipalities of more than 50,000 people.

Are any politically exposed persons or persons related to politically exposed persons involved?

☐ Yes ☐ No

4.1. If yes, please state the following data

Full name

Political position

Relationship with the company (In case a benefical owner is also a PEP, please refer to the number under section 3.3 of this document.)

Full name

Political position

Relationship with the company (In case a benefical owner is also a PEP, please refer to the number under section 3.3 of this document.)

Full name

Political position

Relationship with the company (In case a benefical owner is also a PEP, please refer to the number under section 3.3 of this document.)

5. Documentation

Please attach a copy of the following documentation:

- Identifying documentation

Company code documents:	Documents of partners and representatives:
▪ Business deeds (the most current that include the distribution of shares and powers of administration) / Recent commercial register extract. ▪ Regulatory License (e.g. screenshot from financial supervisory authority website)	▪ Passport of the Beneficial owners and of the persons who hold special powers of signature and representation (if they exist). ▪ Special powers of signature and representation (if any).

- Supporting documentation destination of funds:
  - Bank account ownership certificate.

6. Data Protection

The information about your person in this questionnaire is collected, processed and used with data processing systems in accordance with the applicable data protection law. Regulatory and supervisory obligations are carried out by companies within the GAWA CAPITAL PARTNERS SGEIC, S.A.. Your data is passed on to group companies exclusively for this purpose in accordance with applicable data protection regulations.

7. Signature

Herewith I confirm that all data is true and the documents are valid; changes will be notified immediately.

Full name of the author

Place / Date

Signature

8. Identity Verification (performed by an employee/agent of the GAWA CAPITAL)

Herewith I confirm that I have formally identified the signer, with a valid and current document.

Full name of the employee

Place / Date

Signature

ANNEX VI. FORM FOR VALIDATION OF ELIGIBILITY CRITERIA

Date:

Name/Company name of tenderer:

VAT number/Other tax identification number:

Subject of the tender:

(Delete the option that does not apply)

LEGAL ENTITY:

The company ....., which I ..... represent in the capacity of ..... (*position and legal representation*), hereby requests to be validated by GAWA Capital SGEIC, S.A., for which we hereby submit the following documentation relating to:

1. *Capacity to act*

- ☐ a) Memorandum or Articles of Association (duly entered in the Commercial Register) or certificate from the Commercial Register regarding the headings of incorporation, corporate purpose, registered office and administrative bodies
- ☐ b) If applicable, document a private document recording the temporary association / consortium in the event of final award.
- ☐ c) Updated extract from the commercial/companies register (or equivalent) showing the legal existence of the entity, legal form, registered office and representation powers.

2. *Lack of existence of Exclusion Grounds*

- ☐ a) Evidence of the absence of Exclusion Grounds, which may be provided by administrative certificates or judicial attestations, including but not limited to:
  - Criminal record certificates (or equivalent) for the legal entity where available, and for directors and persons with powers of representation, decision or control; issued by competent authorities in their country of residence
  - Tax compliance certificate from the tax authority of the country where obligations must be fulfilled, covering corporate tax, VAT and, where relevant, income tax.
  - Social security compliance certificate from the social security institution (or equivalent), confirming no outstanding contributions
- ☐ b) Where this is not possible, a responsible declaration by authorized signatory.

3. ***Economic-financial solvency*** *(choose at least one relevant option)*

- ☐ a) Appropriate affidavits from financial institutions or, where appropriate, proof of the existence of professional risk indemnity insurance.
- ☐ b) Annual accounts filed with the Mercantile Register or with the corresponding official register. *Entrepreneurs who are not obliged to file their accounts with official registers may provide, as an alternative means of accreditation, duly legalised accounting books.*

☐ c) Statement of overall turnover and, where appropriate, of turnover in the area of activities corresponding to the subject-matter of the contract.
This must relate to no more than the last three financial years available, depending on the date on which the contractor was set up or commenced activities, insofar as the turnover references are available.

4. *Technical solvency*

4.1 *Technical solvency in service contracts* *(choose at least one relevant option)*

☐ a) A list of the main services or work carried out in the last three years, including the amount, dates and the recipient, public or private, of such services or work.

☐ b) Indication of the technical staff or technical units, whether or not belonging to the firm, involved in the contract, especially those responsible for quality control.

☐ c) A description of the technical facilities, the measures employed by the undertaking to ensure quality and the undertaking's study and research facilities.

☐ d) The academic and professional qualifications of the employer and the company's management and, in particular, the staff responsible for the performance of the contract.

☐ e) Where appropriate, indication of the environmental management measures that the contractor may apply when performing the contract.

☐ f) Statement on the company's average annual workforce and the importance of its management staff over the last three years, accompanied by the corresponding supporting documentation.

☐ g) Affidavit indicating the machinery, material and technical equipment that will be available for the execution of the works or services, to which the relevant supporting documentation shall be attached.

☐ h) Indication of the part of the contract which the employer may intend to subcontract.

☐ i) Other accreditation modalities (to be assessed by GAWA Capital):

5. *Qualification*[6] *(if applicable)*

☐ Professional or technical qualification evidence

6. *Other optional documentation* *(may be taken into account in the selection process)*

☐ **Quality Certifications**

☐ **Environmental Certifications**

☐ **Corporate Social Responsibility Documentation**

In addition, I hereby affirm that the corporate purpose and activities of the tenderer do not violate any of the Principles set out in the United Nations Global Compact (*see www.pactomundial.org*).

If requested, any clarification or complementary documentation that may be required in the fulfilment of its contracting obligations will be provided.

[6] Professional or business authorisation is the qualification, licences or authorisations required to carry out an activity or exercise a profession. Not all activities require it, which is why it is the tenderer himself who must inform of what is essential for the development of his activity, and, where appropriate, provide documentary evidence of it. E.g. registration for a lawyer to practise, registration in a register of authorised entities for an appraisal company.

Signature:

Name:

Position of the signatory (*with powers of representation*):

Tax identification number:

E-mail address:

Your data will be processed for the purpose of managing the commercial and administrative relationship with GAWA Capital, the legal basis for the processing being the execution of the contract to which you are a party. The data will be kept for the duration of the contractual relationship and the appropriate legal periods. To exercise your rights of access, rectification, deletion, portability, limitation or opposition to processing, please send a communication to: dpo@valvonta.es. In the event that your right is not satisfied, you can complain to the Spanish Data Protection Agency. For more information, please consult our privacy policy on our website.

ANNEX VII. INSTITUTIONAL FRAMEWORK

ABOUT THE EUROPEAN UNION – LACIF The Latin America and Caribbean Investment Facility (LACIF) is one of the European Union's regional blending mechanisms. LACIF promotes the mobilization of funds from European and regional financial institutions, governments, and the private sector to carry out sustainable development projects in Latin America and the Caribbean. The objective of LACIF is to help Latin American countries finance projects in key sectors for the achievement of the Sustainable Development Goals, such as: renewable energy, environment, water and sanitation, urban and rural transport, and the promotion of small and medium-sized enterprises.

ABOUT COFIDES COFIDES is a state-owned company specializing in the management of state funds that offers medium- and long-term financing to private investments related to various public policy goals. COFIDES directly manages funds aimed at supporting the internationalization of Spanish companies, reinforcing the solvency of companies severely affected by the COVID-19 pandemic, and attracting foreign investment to Spain through co-investment agreements that contribute to the growth of the country's impact investment ecosystem. Likewise, COFIDES supports the management of the financial cooperation portfolio of the Spanish Agency for International Development Cooperation (AECID), promoting sustainable development in emerging economies and developing countries.

ABOUT GCF The Green Climate Fund (GCF) is the world's largest dedicated climate fund, established to support developing countries in raising and realizing their climate ambitions. Its mandate is to promote a paradigm shift towards low-emission and climate-resilient development pathways. Within the framework of the Kuali Fund, the GCF acts as a key co-financier, providing resources for the Technical Assistance Facility to ensure that partner financial institutions can effectively implement green strategies. COFIDES acts as the Accredited Entity for the GCF, responsible for the supervision and management of these contributions

ANNEX VIII. VISIBILITY GUIDELINES

As a recipient of resources derived from public partners, the Contractor assumes a strict contractual obligation to acknowledge the origin of the funds and ensure the visibility of the donors. The Contractor explicitly agrees to strictly adhere to the visibility guidelines of the donors during the execution of all Call-off Contracts under the Framework Agreement.

1. General Mandate. The Consultant/Implementing Consortium is obligated to explicitly recognize the support of the co-financiers—the **European Union**, **COFIDES**, and the **Green Climate Fund (GCF)**—as well as the Fund Manager, **GAWA Capital**, in all actions, activities, documents, and communication materials developed under this project.

2. Mandatory Visual Identity (Logos) The Consultant must display the visual identities of the five mandatory parties on all materials:

- **European Union Emblem**
- **Green Climate Fund (GCF) Logo**
- **COFIDES Logo**
- **GAWA Capital Emblem**
- **Kuali Fund Emblem**

Rules for Display:

- **Parity:** All five logos must be displayed with absolute parity (identical geometric size, alignment, and prominence).
- **Integrity:** Emblems must not be altered, modified, cropped, distorted, or recoloured.
- **Exclusion Zones:** The EU Emblem must be surrounded by a clear protection area. The GCF Logo must be placed outside its exclusion zone and not against a visually confusing background.
- **Websites:** The GCF Name and/or Logo shall **not** be used on the homepage, nor on the heading or navigation bar; it must be placed on a partner/donor webpage.

3. Mandatory Text and Disclaimers

3.1. Funding Acknowledgment All external communications must include the following comprehensive statement:

"This activity is co-financed by the Green Climate Fund (GCF), the European Union, and COFIDES, and is managed through the Kuali Fund Technical Assistance Facility (TAF) by GAWA Capital".

3.2. Legal Disclaimer The following disclaimer must be included in all publications (print or electronic), reports, and project materials:

"This publication was produced with the financial support of the European Union/GCF. Its contents are the sole responsibility of [Partner Institution/Consultant] and do not necessarily reflect the views of the European Union/GCF ".

4. Approval Process. The Consultant must submit all draft communication materials (including reports, public announcements, and social media templates) to the designated GAWA Capital/COFIDES Communication Officer for formal written approval before public release.

5. Application Matrix. The Consultant must comply with the branding requirements for the following deliverables:

Material Type	Requirement
Technical Reports & Studies	Full co-branding and disclaimer on cover page and legal matter.
Presentations	Co-branding matrix on title slide; verbal acknowledgment at start/end.
Social Media Posts	Must display EU flag/emblem, acknowledge Kuali TAF, and include disclaimer.
Press Releases	Must include the full funding acknowledgment statement (Section 3.1).
Workshops/Events	Full co-branding matrix must be displayed on banners and signage.

ANNEX IX. FORM OF FINAL AWARD AND FORMALISATION OF THE FRAMEWORK AGREEMENT

Subject: Communication of definitive award and formalisation of the Framework Agreement
Reference: Call for Tender file [*]

Dear tenderer,

Once the mandatory prior steps have been completed in accordance with the tender documents in relation to the above-referenced procurement procedure, we hereby formally notify you of the definitive nature of the award in your favour of the advisory service that is the subject of the tender.

This document, once signed by GAWA Capital Partners SGEIC, S.A. and digitally countersigned by you in token of acceptance, shall enter into force on the date of the last signature and shall constitute the Framework Agreement for all purposes.

This Framework Agreement shall be read together with, and is subject to, the other Framework Documents, which form an integral and inseparable part hereof.

The capitalised terms have the meaning given to them in the Framework Agreement.

Yours sincerely,

GAWA Capital Partners SGEIC, S.A

In acknowledgement of receipt and agreement:

[name of successful tenderer]

ANNEX X. TASK ORDER OR CALL-OFF CONTRACT FORM

1. Task Order / Call-off Contract		
Call for Tender […]	Task Order / Call.off Contract number:	
Task Order / Call off Contract Date:	Planned duration in months:	
Implementing Consortium:	Name:	
Direct Beneficiary:	Beneficiary name:	
Country:	List of Global Countries:	
2. Contribution Division		
Organization	**USD / EUR**	**Percentage**
Kuali TAF Contribution		0%
Direct Beneficiary (participation fees and sponsorship)		0%
Total budget		**100%**
3. Order Description		
Objective:		
Description:		
Deliverables and Indicators:		
Budget *Note 1: Include any VAT payable by the Beneficiary to the Consultant*		
4. Intellectual Property rights assignment / license[7]		
5. Payment details[8]		

[7] Include in accordance to Clause 16.1

[8] The payment shall be made on the terms established in the Relevant Contribution Agreement entered with the FSP or as established herein

In acknowledgement of receipt and agreement:

Name	Name
Role	Role
Company	Company

[name of Implementing Consortium]

Name	Name
Role	Role
Company	Company

[name of Direct Beneficiary]

GAWA Capital Partners SGEIC, S.A