REQUEST FOR PROPOSALS
FRAMEWORK AGREEMENT (WITHOUT MINI-COMPETITION)

FOR

Printing Services in the European Union

RFP Ref: GCA-PR-23-379

CLOSING DATE: FRIDAY, 15th December 2023
CLOSING TIME: NOT LATER THAN 16:00:00 hours (04:00:00 p.m. o’clock), Central European Time (CET)

PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED

Issued on: 9th November 2023
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1. Introduction

1.1 Introduction to the Global Center on Adaptation (GCA)

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

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

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

1.2 Introduction to this Request for Proposals

1.2.1 Purpose of this Request for Proposals (RFP)

GCA is launching this RFP to solicit competitive proposals and select a Service Providers (from one to four) to enter into a Framework Agreement. The selection process aims to ensure that the final selected Service Providers are of the highest caliber professionally, technically and ethically to implement and execute the necessary services.

Procurement agency and contact information

This RFP is issued by the Global Center on Adaptation (GCA), Antoine Platekade 1006, 3072 ME Rotterdam, The Netherlands. The Global Center on Adaptation (GCA) is registered as a Foundation with the Dutch Chamber of Commerce under registration number 76050475.

Disclaimer

This RFP does not oblige the Global Center on Adaptation to award a contract or complete the project and the Global Center on Adaptation reserves the right to cancel the solicitation if it is considered to be in its best interest.
Eligibility of potential vendors

This tender is open to organizations in the European Union. We welcome any interested parties to submit a proposal according to the details for eligibility presented in this document.

1.2.2 Information about the Framework Agreement

GCA intends to enter into a Framework Agreement for the procurement of services with the terms of reference (TORs) outlined in the schedules contained in this Solicitation Document, as required from time to time during the term of the Framework Agreement. The GCA will not be obliged/committed to purchase any minimum quantity of these services, and GCA shall not be liable for any cost in the event that no purchases are made under any resulting Framework Agreement.

The proposed Framework Agreement shall be valid for an initial period of one (1) year, with a possible renewal for an additional period of two (2) years (based on the satisfactory performance of the supplier) and on mutual agreement of both the GCA and the supplier.

The maximum financial envelope for the required period of services during the entire Framework Agreement period referred to herein, is estimated at EUR 125,000 (one hundred and twenty-five thousand Euros). Individual Work Orders will be issued using the fixed Framework Agreement prices, under the terms and conditions of the Framework Agreement.

The services described in this Request for Proposals will operate and be implemented on an on-demand basis as and when required, within the terms and conditions of the Framework Agreement.

Under the provisions of this Request for Proposals, it is also highlighted that a Framework Agreement is not in itself a commitment to procure services. Purchases will be made against Work Orders to be issued by the GCA in accordance with the terms and conditions of any resulting Framework Agreement. Actual quantities to be purchased will vary from Work Order to Work Order.

Any quantities outlined in this Solicitation Document are an estimated forecast of the total requirement for the duration of the Framework Agreement, if so specified, an estimated forecast for the annual requirement. Any estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of GCA regarding any quantity for future purchases.

This Solicitation Document shall not be construed as an offer capable of being accepted or as creating any contractual, other legal rights. No binding Contract, or other understanding or arrangement, will exist between the Bidder and GCA and nothing in or in connection with this Solicitation Document shall give rise to any liability on the part of GCA unless and until a Framework Agreement and linked Work Order is signed by GCA and the successful Bidder.
GCA is intending to award the Framework Agreement to the Top Ranked Service Providers per each lot (with the highest score) resulting from the combination of both the Technical and Financial scoring, as well as the printing test described in this RFP.

There will be no legal/contractual obligation for GGA to procure any minimum value of services during the duration of the Framework Agreement or issue any minimum number of Work Orders during the term/duration of the Framework Agreement with the Service Provider(s).

The draft Framework Agreement including the GCA’s contractual terms and conditions is included as an Annex to this RFP. The GCA will not make any changes to the Framework Agreement after the deadline for submission of proposals. Bidders are invited to submit any clarification request regarding the draft Framework Agreement before the closing date for clarifications (refer to paragraph 2.5 of the RFP). Submission of a proposal implies acceptance of the conditions stipulated in this Request for Proposal and the attached Draft Framework Agreement. These conditions will bind the Bidder to whom the contract is awarded for the performance of the contract.

1.2.3 Information regarding the lots

This procurement is divided into Lots. Bidders are encouraged to apply to the Lots which match their printing capacity. It is possible to apply to 1, 2, 3 or all 4 Lots.

<table>
<thead>
<tr>
<th>Lot 1</th>
<th>Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reports</td>
<td>Pages: A4 Portrait, Material: Cover: 300 gsm matte Inside pages: 120 gsm Print: Double-sided, full color digital print Finishing: Perfect binding, trim and pack</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lot 2</th>
<th>Booklets and brochures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Booklets</td>
<td>Pages: A4 Portrait Material: 120 gsm Print: Double-sided, full color digital print Finishing: Staple, trim and pack</td>
</tr>
<tr>
<td>Brochures</td>
<td>Pages: A4 Portrait Material: 120 gsm Print: Double-sided, full color digital print Finishing: Trim, fold and pack</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lot 3</th>
<th>T-shirts and tote bags</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-shirts</td>
<td>Material: (recycled) cotton Back and front side print (30x35cm) Full color digital printing</td>
</tr>
<tr>
<td>Tote bag</td>
<td>Material: (recycled) cotton One side full color print</td>
</tr>
</tbody>
</table>
### Lot 4 | Roll up banners

| Roll up banners | Size: 100x200 cm  
Basica cassette  
PVC free (160g/m2) |

Each Lot will be evaluated separately. Each Lot will have 1 (one) winner. It will be possible for one printing firm to win more than one Lot.

#### 1.2.4 Indicative Procedure Timetable

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract notice dispatched to Devex and on GCA website</td>
<td>09 November 2023</td>
</tr>
<tr>
<td>Deadline for sending a request for clarifications to GCA</td>
<td>08 December 2023</td>
</tr>
<tr>
<td>Deadline for submission of proposals</td>
<td>15 December 2023</td>
</tr>
<tr>
<td>Bid opening</td>
<td>15 December 2023</td>
</tr>
<tr>
<td>Evaluation of the proposals (stage 1)</td>
<td>12 January 2023</td>
</tr>
<tr>
<td>Notification of the evaluation results from stage 1 sent to Bidders and test print is requested</td>
<td>15 January 2023</td>
</tr>
</tbody>
</table>

#### 2. Submission and Opening of Proposals

##### 2.1 Submission of the Proposal

If you are interested in participating in this “Request for Proposal”, you are requested to submit your proposal to the link: [GCA-PR-23-379 - EU Printing Framework Agreement](#) no later than Thursday, 15th December 2023, 16:00:00 hours (04:00:00 p.m. o’clock), Central European Time (CET).

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

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

Your proposal and all supporting documents must be uploaded to the link [GCA-PR-23-379 - EU Printing Framework Agreement](#) in PDF format before the closing date and time stipulated above. Submissions requesting GCA to click on links to download documents shall not be accepted.
When uploading the Proposal, the first and last name must be the name of the organization submitting the Proposal as shown in the screenshot below.

![GCA-PR-23-338 - Submit Proposal](image)

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

- **A Supplier Response Form:** Shall contain the “Supplier Response Form” (Annex 1)
- **A Financial Proposal:** Shall contain the “Financial Proposal Form” (Annex 2). The Financial Proposal **should not exceed 10 pages and 25MB in size for successful delivery.** The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
- **All the supporting documentation** in relation to the evaluation criteria.
- Proposals must be uploaded in **two separate documents.** One containing the Supplier Response Form and the other containing the Financial Proposal.
- Any and all financial information must **ONLY** be included in the Financial Proposal. No Financial proposals, quotes or any other related financial information should appear in the Supplier Response Form.
- Proposals submitted by e-mail, which do not comply with these requirements, e.g., combining the Financial Proposal and Supplier Response Form in one submission or submitted in any way, other than outlined above, will be rejected.

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

### 2.2 Signature of the Proposal

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

The proposal must be valid for the period of 90 days from the deadline of proposals as indicated in Section 2.1. The bidder shall provide a statement confirming the period of validity of its proposal when submitting the required documents for this RFP.

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

2.4  **Communication during the Tendering Process**

The point of contact for all questions or requests for additional information is [procurement@gca.org](mailto:procurement@gca.org). All contact with personnel employed by the Global Center on Adaptation with respect to this RFP is prohibited, except for messages to the above email address. Improper contact may constitute grounds for rejection of your proposal. All inquiries regarding this RFP must be submitted in writing. Interest to bid and questions shall be sent to the above email address before the date mentioned in the timeline and must be labelled “Clarification request - Ref GCA-PR-23-379– Printing Services in the European Union”. Each inquiry must include the inquirer’s name, firm and telephone number. The Global Center on Adaptation will share the answers to all questions of a reasonable nature with all the parties that have expressed their interest.

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

The closing date for clarifications concerning this Call for Proposals is **8th December 2023, 16:00:00 hours (04:00:00 p.m. o’clock), Central European Time (CET)**.

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

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

2.5  **Bid Opening and Evaluation of Proposals**

The proposals received will be opened strictly by the Evaluation Committee/Procurement Officials, in line with the Bid opening schedule as indicated in Section 1.2.3. The evaluation of proposals will follow the procedure described in Section 5.
2.6 Proposal Presentations and Interviews

GCA may request all Bidders who have passed the Selection Criteria stated in Section 5.2 of this Call for Proposals to do a test print of report and delivered to GCA EU office for the second stage of evaluation.

3. Scope of Services

Within the current Request for Proposal, bidders are requested to provide a comprehensive response to GCA’s requirements, in the “Technical Section” of their submission (see the section related to the Content of the Proposal), to demonstrate their understanding of GCA’s work and their technical capacity to implement the activities outlined in the Scope of Work/Terms of Reference (Annex 3).

The Scope of Work/Terms of Reference presented in Annex 3 is then to be fulfilled only within the Framework Agreement, each assignment being awarded to a bidder(s) via a Work Order without mini-competition or secondary bidding.

3.1 Joint Proposals and Subcontracting

A Bidder may submit a proposal as a single entity or partner with other Service Providers to present a proposal either by submitting a joint proposal or through subcontracting. Proposals may also combine both approaches. The legal status and role of each legal entity shall be clearly described in the proposal.

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

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

4. Evaluation of Proposals and Bidders

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

- Verification that the bidder fulfils the Exclusion Criteria in Section 5.1 and that it is not in one of the situations covered by the exclusion criteria listed in EU Directive 2014/24/EU.
• Verification that the bidder has the appropriate capacities to perform the contract based on the Selection Criteria described in Section 5.2 (only for those bidders that were not excluded based on the Exclusion Criteria).

• Evaluation of the bidder based on the Award Criteria described in Section 5.3 (only for those bidders that have met the Selection Criteria).

• The Evaluation Committee shall evaluate the supplier response form first and shall thereafter open and evaluate the financial proposals of only those bidders whose supplier response form meet the minimum technical score.

• Where individual scoring is adopted, the Evaluation Committee shall discuss scores where there are significant discrepancies prior to computing the average score for each criterion.

• During financial evaluation, where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate shall govern, unless in the opinion of the Evaluation Committee there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total shall govern, and the unit rate shall be corrected.

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

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

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

4.1 Exclusion Criteria

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

Bidders shall provide a Declaration of Honor (see Annex 2), duly signed and dated, including a statement that they are not in any of the situations listed in Article 57 of EU Directive 2014/24/EU. In case of a joint proposal such declaration shall be submitted for each partner. The declaration shall also be submitted for the subcontractors, when relevant.
Besides the submission of the signed Declaration of Honor, the Bidder undertakes to inform GCA, without delay, of any changes to their situation in this regard.

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

The printing company must be based in the European Union.

4.2 Selection Criteria

Bidders will be evaluated against each Selection Criterion based on the documentary evidence submitted by the bidder. Failure to submit the evidence requested will lead to a rejection of the proposal. Bidders will be evaluated against the Selection Criteria on scoring basis. Bidders who meet the Selection Criteria will be put on an equal footing for the next stage of the evaluation process based on the Award Criteria.

Bidders shall be evaluated against the following Selection Criteria:

(1) Professional and Legal Capacity
(2) Financial and Economic Standing
(3) Technical Standing
(4) Print sample

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

4.3 Award Criteria

Applications will be rated both on technical (including a test print) and financial criteria, using the best value for money approach. The selection method will choose the highest rated proposal using the combined scoring method, which assigns the weight distribution between the technical and financial proposals. The overall combined score will be 100 points, the weight distribution shall be 70 for the technical score and 30 for the financial score.

It is important to note that the required minimum cumulative score (threshold) for the Supplier response form is 60% (42 points). Only proposals obtaining the minimum score (threshold) or more in the Technical Evaluation will progress to the further stages of the Evaluation.

Supplier response form scoring less than the minimum score (threshold) will be considered of insufficient quality and shall be rejected. The contract shall be awarded to the 1 (one) top ranked bidder (per lot) who have submitted the most economically advantageous tender based on the best price quality ratio in accordance with the following criteria:

<table>
<thead>
<tr>
<th>Award Criterion</th>
<th>Maximum Score</th>
<th>Minimum Score/Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1: Technical evaluation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Stage 1:
Stage 1 evaluation will be based on the Company Profile and Annex 1 (Proposal Submission Form).

Criteria TC.1 to TC.4 will be used to shortlist the top 5 bidders per lot. Bids scoring less than the minimum score for any main technical award criterion (TC.1, TC.2, etc.) will be considered of insufficient quality and shall be rejected.

Stage 2:
After the evaluation, GCA will reach out to the shortlisted suppliers (5 maximum per lot) and request for a test print. The print will be checked and evaluated by the GCA. The documents needed for the test print will be provided to the winners of the first stage of the evaluation. Please see below details of the test prints.

The print scoring less than the minimum score (threshold) will be considered of insufficient quality and shall be rejected.

Stage 3:
For the purposes of the evaluation of the Financial Proposal, the bidder offering the lowest price shall receive the maximum total score of 30 points. The score of all other financial proposals will be calculated using the following formula:
Financial score = (Lowest bid/Current bid) x Maximum points to be awarded

After careful scoring of each bidder’s qualification, proposal and conditions, GCA will make the final award decision. The decision will be communicated by email to all bidders.

**FINAL CONTRACT AWARD:** The top bidders (ie one bidder per lot) with the highest combined score from stages 1, 2 and 3 will be recommended for award of the Framework Agreement with GCA.

**Details of the test print**

<table>
<thead>
<tr>
<th>Item</th>
<th>Sample Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reports – Lot 1 sample</td>
<td>The test print sample will be one report of 24 pages including (cover and back pages). The report is expected to be printed in A4 portrait format, double-sided and full-color. The inside page should be 120gsm (or above) and a thicker paper sort for the cover(back) page. The report should be perfectly bound.</td>
</tr>
<tr>
<td>Booklet – Lot 2 sample</td>
<td>The test print sample will be one booklet of 8 pages. The booklet is expected to be printed in A4 portrait format, double-sided and full-color. The paper should be 120gsm (or above) and the booklet should be trimmed, folded and stapled.</td>
</tr>
<tr>
<td>T-shirts – Lot 3 sample</td>
<td>The test print should be one cotton T-shirt with back and front side print (minimal 30*35 cm, different designs). The design files will be in blue (one color)</td>
</tr>
<tr>
<td>Roll up banner – Lot 4 sample</td>
<td>The test print will be one roll up banner. The banner should be 850mm wide x 2000mm tall and should be in full-color digital print.</td>
</tr>
</tbody>
</table>

**Payment Schedule for the test print:**
GCA will arrange pick up of the parcels from bidders at no cost to the bidder, however, bidders will bear the cost of printing the sample. The evaluation team will review the supplier response form and check the test print quality based on the Award Criteria.

**4.4 Content of the proposal**

The assessment of the technical quality will be based on the ability of the Bidder to meet the purpose of the framework agreement and fulfill the Scope of Work/Terms of Reference (Annex 3). **Bidders are invited to fill in and submit:**

1. **Company profile** – it can include information such as previous clients, location of business operations, date of establishment, sustainable printing practices, partnerships with distribution agents, etc.
2. **Annex 1 – Proposal Submission Form**

3. **Annex 2 - Declaration on Honour**

4. **Annex 4 – Financial Proposal**

5. **Additional Provisions**

- Changes to proposals will be accepted only if they are received before the final date set for the receipt of proposals.

- Unless otherwise stated, GCA will not reimburse any costs incurred by Bidders in connection with the preparation and submission of their responses to this open call for proposals.

- No information of any kind will be given on the state of progress regarding the evaluation of proposals.

- GCA reserves the right to cancel the tendering procedure at any point. GCA shall not be liable for any compensation with respect to Bidders whose proposals have not been accepted. Nor shall it be so liable if it decides not to award the contract.

- Direct or indirect canvassing of any GCA employee by a Bidder concerning this Call for Tender or any attempt to obtain unfair advantage from any GCA employee, may result in the disqualification of the Bidder from consideration for this call for proposals.

- GCA is concerned to avoid conflict of interest. Bidders should note that GCA reserves the right to disqualify Bidders where there is an actual or potential conflict of interest.

- Any document submitted in reply to this call for proposals will become the property of GCA and shall be considered confidential.
Annex 1: Proposal Submission/Identification Form

GCA-PR-23-379: Request for Proposal for Printing Services in the European Union

<table>
<thead>
<tr>
<th>IDENTIFICATION OF BIDDER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
</tr>
<tr>
<td><strong>Legal Form</strong></td>
</tr>
<tr>
<td><strong>Date of Registration</strong></td>
</tr>
<tr>
<td><strong>Country of Registration</strong></td>
</tr>
<tr>
<td><strong>Registration Number</strong></td>
</tr>
<tr>
<td><strong>VAT Number</strong></td>
</tr>
<tr>
<td><strong>Address</strong></td>
</tr>
<tr>
<td><strong>E-mail</strong></td>
</tr>
<tr>
<td><strong>Authorized representative(s)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT POINT FOR THIS CALL FOR TENDER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
</tr>
<tr>
<td><strong>Position</strong></td>
</tr>
<tr>
<td><strong>Company</strong></td>
</tr>
<tr>
<td><strong>Telephone Number</strong></td>
</tr>
<tr>
<td><strong>E-mail</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TECHNICAL INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Registration Document (please attach as supporting document)</strong></td>
</tr>
<tr>
<td><strong>Website (if any)</strong></td>
</tr>
<tr>
<td><strong>Company Contact Point (please specify name, email, telephone number, and position)</strong></td>
</tr>
<tr>
<td><strong>Company experiences (please provide at least 3 names of the name of the client, the details)</strong></td>
</tr>
</tbody>
</table>
of the work order, and reference contact information)

<table>
<thead>
<tr>
<th>Company Bank Account Information (please specify Bank account holder’s full name, Name and address of recipient’s bank, Recipient’s account number/IBAN, Recipient bank’s SWIFT or BIC code, Bank account currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you charge a rush charge and what are the exact rules that apply?</td>
</tr>
<tr>
<td>Which Lots would you like to apply for? Kindly pick from Lot 1 to Lot 4. You can apply to one, some or all of them.</td>
</tr>
</tbody>
</table>

**BIDDER’S BANK ACCOUNT INFORMATION**

| Bank account holder’s full name: |
| Name and address of recipient’s bank: |
| Recipient’s account number/IBAN: |
| Recipient bank’s SWIFT or BIC code: |
| Recipient bank’s routing information: |
| Bank account currency: |

**SIGNATURE OF PROPOSAL**

I, the undersigned, confirm:
1. The acceptance of the conditions in the Request for Proposal.
2. The acceptance of the Framework Agreement in its entirety and without reservation.
3. That the period of validity of my proposal is 90 days from the deadline of this Request for Proposal.
4. Compliance with the requirements relating to the Scope of Work/Terms of Reference as defined in Annex 3 of this Request for Proposal, and
5. That the information given in this proposal is correct.

Place and Date
<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Full Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
Annex 2: DECLARATION ON HONOR FOR ORGANIZATIONS

The undersigned [insert name of the signatory of this form], representing:

Full official name:
Official legal form:
Statutory registration number:
Full official address:
VAT registration number:
('the Organization')

I – Situations of exclusion

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

(v) attempting to obtain confidential information that may confer upon its undue advantages in the award procedure;

it has been established by a final judgement that the Organization is guilty of any of the following:

(i) fraud, as defined in applicable laws and regulations;

(ii) corruption, as defined in applicable laws and regulations;

(iii) conduct related to a criminal organization;

(iv) money laundering or terrorist financing, as defined in applicable laws and regulations;

(v) terrorist offences or offences linked to terrorist activities, or inciting, aiding, abetting, or attempting to commit such offences;

(vi) child labor or other offences concerning trafficking in human beings as defined in applicable laws and regulations;

it has been established by a final judgment or final administrative decision that the Organization has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business.

II – Situations of exclusion concerning natural or legal person with power of representation, decision-making or control over the legal Organization and beneficial owners

<table>
<thead>
<tr>
<th>(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the Organization, or who has powers of representation, decision, or control with regard to the above-mentioned Organization (this covers e.g., company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) is in one of the following situations:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Situation (c) above (grave professional misconduct)</td>
</tr>
<tr>
<td>YES</td>
</tr>
</tbody>
</table>
Situation (d) above (fraud, corruption, or other criminal offence) | | |
Situation (e) above (creation of an entity with the intent to circumvent legal obligations) | | |

III – Remedial measures

If the Organization declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g., technical, organizational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred to in point (d) of this declaration.

IV – Evidence upon request

Upon request the Organization must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision, or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also upon request provide production of recent certificates issued by the competent authorities and/or a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the Organization showing that those requirements are satisfied. These documents must provide evidence covering all taxes and social security contributions for which the Organization is liable, including for example, VAT, income/company tax and social security contributions.

V – Selection criteria

(3) declares that the above-mentioned Organization complies with the following selection criteria | YES | NO | N/A

It has the legal and regulatory capacity to pursue the professional activity needed for performing the Services | |
It fulfils the applicable technical and professional criteria necessary for providing the Services | |

VI – Final

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

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

The above-mentioned Organization may be subject to rejection from the contracting or selection procedure and to legal claims if any of the declarations or information provided as a condition for contracting with GCA prove to be false.

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

Full name:

Date:

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

1. **Background Information**

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

The GCA has an ambitious 2020-2025 business plan with three pillars:
- Programs and Action: Food Security; Using Nature for more resilient infrastructure; Water for Urban Growth and Resilience; Climate Finance; Youth Leadership
- Knowledge Acceleration: Building adaptation knowledge globally through cutting edge products such as the State and Trends in Adaptation Report and the Knowledge Exchange Platform
- Agenda Setting and Advocacy: Formulating policy messages to move the global, regional, and local adaptation agendas forward.

2. **Objective of the Assignment**

GCA is looking for a company specializing in printing products for promotional and communication purposes. Please note that GCA may require a proof to be printed and delivered to its Rotterdam headquarters for internal quality assurance purposes.

3. **Scope of the Services to be Performed**

The items are requested to be printed within this framework include:

- Reports (Paper size: A4; Cover: 300 gsm matte; Material: 120 gsm; Print: Double-sided, full color digital print; Finishing: Perfect binding, trim and pack)
- Booklets (Paper size: A4 (when folded); Material: 120 gsm; Print: Double-sided, full color digital print; Finishing: Staple, trim and pack)
- Brochures (Paper size: A4 (when folded); Material: 120 gsm; Print: Double-sided, full color digital print; Finishing: Trim, fold and pack)
- Flyers (Paper size: A4; Material: 120 gsm; Print: Double-sided, full color digital print; Finishing: Trim and pack)
- Other printed and professionally produced products may be commissioned and purchased as part of this contract.
- We request printers to use sustainable printing techniques, if possible, such as using carbon balanced paper, recycled paper or digital printing techniques without compromising the quality of the printed product.
• The bidder is expected to have the capacity to provide print proofs before delivering the whole work order
• Print proofs and products must be delivered to the GCA Office in Rotterdam (unless otherwise specified): Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam, The Netherlands

4. Expected Outcome and Deliverables
The company may be expected to deliver a test proof before the full batch order being produced and delivered. The full work order needs to be delivered to the GCA Office in Rotterdam (unless otherwise specified): Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam, The Netherlands within the agreed timeframe. The bidder is expected to be able to work on the weekends in case of urgent requests. The shipping fee for the test print will be covered by GCA upon acceptance. The shipping method should be plain post with a tracking number (no express delivery); the bidder is expected to provide an invoice for reimbursement of the delivery fee.

5. Location and Period of Execution
The full work order needs to be delivered to the GCA Office in Rotterdam (unless otherwise specified): Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam, the Netherlands. The contractual agreement will commence upon the date it is signed, and shall be valid for one year, with the potential to extend for one additional year.
Annex 4: Financial Proposal Form

The Financial Proposal must include the below table, otherwise it will be deemed as non-compliant: The exact template provided below, including the 5 points underneath (without any changes to the wording) and the signature of the authorized representative.

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

Prices will be evaluated for each Lot separately. The same supplier might win more than 1 Lot. Each Lot will have maximum 1 winner. The prices will be summed up Discount 500+ copies will not be included in the Financial evaluation.

<table>
<thead>
<tr>
<th>Item</th>
<th>Specifications</th>
<th>Number of pages</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 1</td>
<td>Reports</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Reports</td>
<td>Pages: A4 Portrait, Material: Cover: 300 gsm matte Inside pages: 120 gsm Print: Double-sided, full color digital print Finishing: Perfect binding, trim and pack</td>
<td>Below 50 pages</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50-100 pages</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>101-200 pages</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>201-300 pages</td>
<td>%</td>
</tr>
<tr>
<td>Lot 2</td>
<td>Booklets and brochures</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Booklets</td>
<td>Pages: A4 Portrait Material: 120 gsm Print: Double-sided, full color digital print Finishing: Staple, trim and pack</td>
<td>1-15 pages</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>16-30 pages</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>31-50 pages</td>
<td>%</td>
</tr>
<tr>
<td>Brochures</td>
<td>Pages: A4 Portrait Material: 120 gsm Print: Double-sided, full color digital print Finishing: Trim, fold and pack</td>
<td>1-15 pages</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>16-30 pages</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>31-50 pages</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>51-60 pages</td>
<td>%</td>
</tr>
<tr>
<td>Lot 3</td>
<td>T-shirts and tote bags</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Unit Price</td>
<td>Qty</td>
</tr>
<tr>
<td>--------------</td>
<td>------------------------------------------------------------------------------</td>
<td>------------</td>
<td>-----</td>
</tr>
<tr>
<td><strong>T-shirts</strong></td>
<td>Material: (recycled) cotton Back and front side print (30x35cm) Full color digital printing</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>Tote bag</strong></td>
<td>Material: (recycled) cotton One side full color print</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>Lot 4</strong></td>
<td>Roll up banners Size: 100x200 cm Basica cassette PVC free (160g/m2)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>Applicable for ALL lots</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>Rush charge</strong></td>
<td>If any, how much is the rush charge</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

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

**Bidder’s Authorized Representative:**

Position:

Date:

Signature (authorized representative):

**Failure to submit a financial proposal or submission of an incomplete or ambiguous financial proposal may lead to rejection of the proposal without further evaluation.**
Annex 5: Framework Agreement

Framework Agreement for Printing Services in the European Union (Without Mini-Competition)

GCA-PR-23-379

between

Global Center on Adaptation

and

(Company name)
This Agreement dated (DATE) is made by and between:

The undersigned:

1. **Global Center on Adaptation**, a foundation, incorporated under Dutch law, with offices in Rotterdam, the Netherlands, duly represented by Prof. Dr. Patrick Verkooijen, hereinafter referred to as "GCA";

   And

2. **(ORGANIZATION)**, registered at (ADDRESS), and duly represented by **(NAME OF REPRESENTATIVE)**, hereinafter referred to as the "Contractor";

   jointly referred to as the "Parties", Whereas:

1. **BACKGROUND**

   1.1 The Global Center on Adaptation (GCA) is an international organization that works as a solutions broker to catalyze action and support for adaptation solutions, from the international to the local, in partnership with the public and private sector, to ensure we learn from each other and work together for a climate resilient future.

   1.2 The Contractor is in the business of providing the required services and has declared itself prepared and willing to fulfil these services.

   1.3 The Parties explicitly acknowledge that they do not elect to enter into an employment agreement within the meaning of Book 7610 and further of the Dutch Civil Code.

   1.4 GCA and the Contractor have agreed to establish a framework for their collaboration and have for this purpose entered into this Framework Agreement ("Agreement") and wish to set out the terms and conditions.

2. **GENERAL**

   2.1 The present Agreement is a Framework Agreement for the provision of Printing Services in the European Union.

   2.2 The present Agreement is given a framework character due to the fact that the project requires a high flexibility by GCA to detail work undertaken by the Contractor, but it will be filled with project tasks in the form of Work Orders with defined outputs and deliverables.
2.3 The Contractor will assume full professional responsibility for quality, quantity and schedule of the required work and outputs vis a vis GCA as a customer.

2.4 The Contractor undertakes, based on the GCA requirements as described in the Agreement, Scope of Work/Terms of Reference and individual Work Orders, and for the whole duration of the Contract:

- to perform the work and services as per the Statement of Work and individual Work Orders;
- to make available for these tasks the necessary personnel, material, equipment and facilities,
- to undertake work according to the Work Order procedure specified in Clause 6 to the present Agreement.

3. **CONTRACTUAL BASELINE**

3.1 The work shall be performed in accordance with the specific Articles of this Agreement, its Annexes as well as with the applicable documents called out therein, applicable in whole, or in part, to the extent quoted or relevant, and all of which, in their latest agreed issue, are defined as the contractual baseline of the Agreement, and referred to either as such or as "Framework Agreement", or "Contract", unless otherwise expressly stated.

3.2 Within this contractual baseline, the order of precedence, in case of conflict or for the sake of interpretation, shall be:

a. This Contract and its Annexes including the Scope of Work/Terms of Reference and related Annexes
b. Each subsequent Work Order placed including its associated Statement of Work
c. The Contractors Proposal for the Framework Agreement
d. The Contractors Proposal for each Work Order

4. **NATURE OF THIS FRAMEWORK AGREEMENT**

4.1 This Agreement does not constitute any specific project or contract and it does not constitute any obligation or commitment by either Party to enter into any subsequent contracts. It does not create any financial obligation on either Party towards the other Party other than through signed executed Work Orders.

4.2 Any activity for GCA (as set out in, and accordance with, the Statement of Work issued by GCA for the procurement of Printing Services in the European Union, and the Contractor’s response thereto) in the areas of:

- (List type of Services)
under this Agreement shall be organized on the basis of specific Work Orders, which shall be laid down in a separate contract ("Work Order"). Each Work Order shall be signed by the Parties and appended to this Agreement.

The Parties may negotiate and agree additional or alternative terms and conditions ("Specific Conditions") that will apply to specific Work Orders under this Agreement on a case-by-case basis. The detailed terms of Specific Conditions shall be laid down in the relevant Work Order.

5. PRICE

5.1 The total maximum financial envelope for the required services during the entire Framework Agreement period referred to herein, is estimated at 125,000 euros. The actual amount for each Service Provider will be determined by individual Work Orders, priced based on the detailed Scope of Work/Terms of Reference for each project. There will be no obligation for GGA to request or obligate itself to a minimum value of services during the duration of the Framework Agreement or obligate issuing a minimum number of Work Orders during the course of the Framework Agreement with the Service Provider(s).

The above amount shall be defined as the Limit of Liability of GCA.

5.2 This amount will become incrementally available for performance of tasks according to the Work Order procedure specified here below. Each Work Order will be concluded on a firm fixed price Basis.

The cumulative amount of all Work Orders shall in no case exceed the amount of the Limit of Liability specified above.

6. WORK ORDER PROCEDURE

6.1 GCA may during the course of the contract, identify tasks to be performed by the Contractor within the scope of the contract by issuing requests to the Contractor. To this end GCA may initiate a Work Order to support specific projects by sending a specific Statement of Work via email to the Contractor.

6.2 Each Work Order shall include, as a minimum, the following:

- **Services**: A specification of the services to be performed.
• **Deliverables**: A specification of any reports or other documents, materials, or services to be delivered.
• **Time schedule**: Time schedule and any deadlines for the services and deliverables.
• **Financial arrangements**: Budget, fees, expenses, invoicing schedule, etc.

6.3 Following receipt of such Statement of Work, the Contractor shall promptly and in any event within a time specified (taking into account all relevant circumstances in relation to the subject matter and nature of the Work Order) notify GCA of its confirmation to take part in the Work Order Procedure and submit a (technical and financial) proposal for that specific project or notify GCA it will not bid.

6.4 The Contractor’s proposal shall include:
- A compliance statement with the tasks requested
- A description of the technical content of the activities to be undertaken;
- Facilities used in support of these activities, if any;
- Subcontractors involved, if any;
- Schedule for the work (start date, end date and planning of work);
- List of deliverables (documents, reports, items, etc.) and outputs (results, meetings training certificates, etc.), as applicable;
- Total Firm Fixed Price in EURO for the activities, including travels if any, with and travel/subsistence plan;
- Payment Plan.

6.5 GCA shall evaluate and conclude the Work Order Procedure and notify the Contractor if it has won that Work Order for that specific project. When the Parties have agreed on the contents of the Work Order (including possible Specific Conditions, as set out in Clause 4.4), the Work Order shall be signed by their authorized representatives.

6.6 Upon written request by GCA, the Contractor shall submit a technical and financial proposal within the time limit specified by GCA in such request.

6.7 Upon acceptance of the Contractor’s proposal, GCA will issue a Work Order following the form given as Annex 1 hereto. Only upon signature of this Work Order by both Parties the Contractor shall be deemed authorised to perform the work. If however, for urgency reasons, GCA decides to provide the Contractor with a preliminary authorisation to proceed with the work foreseen under a Work Order, such authorisation will be binding for both Parties upon agreement on the work to be performed, the price to be paid and the schedule for the work.

6.8 Work under this Work Order procedure can be placed until the end of this Framework Agreement. GCA reserves the right to redirect work, at no cost impact, within specific Work
Orders in the same area of work. The parties will agree the implementation of such a redirection.

7. **UNDERTAKINGS OF THE CONTRACTOR**

The Contractor has, and shall maintain, the capability of performing the services to be rendered under this Agreement and its Work Orders with sufficient flexibility.

The Contractor shall:

a. Be responsible for the proper performance of the services to be rendered under the Contract and its Work Orders and shall keep his personnel fully up to date of any development in relation with the said services.

b. Bear all the costs (and salaries of personnel) related to the training and keeping up to date technical knowledge of his personnel (participation to training courses, seminars, conferences, etc.)

c. Perform the tasks and provide the deliverables described in the present Contract and individual Work Orders.

d. The Contractor, upon request of GCA, shall provide reasonable assistance to any successor Contractor, on a temporary or definitive basis if needed.

8. **COSTS**

Each Party shall bear its own costs and expenses incurred in connection with this Agreement, including the negotiation and finalization of any Work Order.

9. **STANDARD OF PERFORMANCE**

9.1 The Contractor shall use the degree of skill, care and diligence reasonably expected of a professional and experienced contractor providing works and services similar to those carried out under this Agreement and any Work Orders. Any activity and deliverables provided by the Contractor shall meet agreed benchmarks, parameters and specifications and be suitable for their intended purpose. The Contractor undertakes to carry out the work defined under the present Agreement/specific Work Orders to the reasonable professional standards and in accordance with the latest state of the art as appropriate.

9.2 The Contractor shall carry out the works or services under each Work Order in accordance with applicable laws and regulations, permits and authorizations, and recognized up-to-date professional practices and standards.

9.3 The Contractor shall:
a. Keep GCA fully informed of the progress of the services under any Work Orders, including providing GCA with such reports in writing as may be specified in the Statement of Work or as GCA may otherwise reasonably require;
b. Attend meetings and briefings with the staff of GCA as reasonably required by GCA; and
c. Take all other reasonable actions which are necessary to enable GCA to monitor the technical and financial performance of the services and works being executed under any Work Order.

9.4 As regards documentation and reports, should the GCA’s Technical Officer not accept the deliverables from the Contractor, they shall so inform the Contractor. If no decision has been notified to the Contractor within one month of receipt by GCA of the deliverables, the deliverables shall be considered as having been accepted. Notwithstanding the aforesaid, the Contractor’s obligation to bring a non-conforming deliverable up to the required standard shall remain unaffected.

9.5 Rejected deliverables must be rendered compliant with GCA’s requirements and represented for acceptance within a time scale fixed in writing by GCA.

9.6 Failure to comply with the obligations of the Work Order determines the application of monetary penalties in the terms to be defined in each Work Order.

9.7 Penalties for late delivery are not applicable unless specifically incorporated in a Work Order.

10. DURATION AND TERMINATION

10.1 This Agreement shall commence on (THE START DATE) and shall remain in effect until (THE END DATE) from the date of its signature by both parties, at which date it shall automatically terminate unless prolonged by the Parties in writing. It is renewable for a further (LENGTH OF POSSIBLE RENEWAL), and its total duration cannot exceed (MAXIMUM LENGTH OF AGREEMENT + RENEWAL) years.

Subject to the conditions laid down in Clause 6 (Work Order Procedure) of the present Agreement, the Agreement shall be deemed automatically extended to cover the period needed for the performance of any Work Order signed by both Parties before the end date of the contract mentioned above.

10.2 GCA may, in its sole discretion, terminate this Agreement at any time by 3 (three) months written notice to the Contractor. As soon as this notice is received, the Contractor shall do its best efforts to minimize expenditure related to this Agreement or any Work Order under it.
10.3 Each Party may terminate this Agreement if the other Party is in material breach of its obligations under this Agreement or any Work Orders and fails to rectify such breach within 30 days of a notice in writing from the complaining Party, or if the other Party should enter into liquidation, or become insolvent or be declared bankrupt.

10.4 Upon any termination of this Agreement, the Contractor shall promptly deliver to GCA all documents and other information prepared or received in connection with this Agreement or any Work Order, whether completed or in progress, which are in the Contractor’s possession.

10.5 Notwithstanding termination of this Agreement in accordance with Clauses 10.2 and 10.3 above, on-going Work Orders shall continue to bind the Parties in regard of the provisions of the corresponding Work Order, except where the breach also represents a breach of that Work Order or adversely affects its execution.

10.6 Termination of this Agreement shall not affect the rights and obligations of the Parties under Clauses 4 and 7 of this Agreement or under any other clauses of this Agreement or the Work Order which by their nature or by their express terms are intended to survive the termination of this Agreement, including Warranties, Indemnification, Confidentiality and Intellectual and Proprietary rights.

10.7 In the event of termination by GCA due to the fault of the Contractor, the GCA shall withhold and deduct from any payment to Contractor in the relevant Work Order the amount reasonably deemed necessary to complete the Services and deliver the Deliverables.

10.8 Unless otherwise specified in this Contract, on the termination of this Agreement for any reason, GCA shall be responsible for paying the part of the costs for deliverables and work that have been accepted by GCA up to and including the effective date of termination.

10.9 In addition to any statutory provisions pertaining to termination and in addition to each Party’s termination rights set forth elsewhere in this Agreement, in the cases below, without judicial intervention or further notice of default, whole or partial termination of this Agreement shall be possible, with immediate effect, for:

a. Either Party, if the other Party has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;

b. Either Party, if the other Party is prevented by force majeure from complying with its obligations wholly or in part for a period of three months or more;

c. Either Party, if the other Party discontinues its business operations;

d. GCA, if the Contractor, after a written demand from GCA allowing a reasonable time for compliance, still fails attributably to comply promptly, properly or at all with any obligation under this Agreement;
11. **RIGHT TO THE RESULTS OF EVENTS**

11.1 All rights, title and interest in and to any drawings, calculations, reports, models, articles, equipment, machines, prototypes and other documents and material of any nature and in any form or medium prepared and/or delivered by or on behalf of the Contractor to GCA in connection with this Agreement, regardless of the state of completion, as well as any copyright, design rights, patents and other intellectual property rights and know-how with respect thereto, shall, without any obligations of any kind further than the ones expressly stated in this Agreement, vest exclusively in GCA automatically and immediately upon their creation to the fullest extent permitted by law and GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world forever. Accordingly, GCA shall have the exclusive right to use such drawings, documents and materials and intellectual property rights without restriction, including for the avoidance of doubt the right to make changes, further developments, licenses, transfers, copies and publications. GCA grants a non-exclusive and non-transferable user license for the Contractor to use such drawings, documents and material prepared and/or deliver to GCA, for which the Contractor needs to notify GCA. The Contractor shall however remain owner of his Pre-existing Intellectual Property Rights, and GCA shall be granted a license to use such Pre-existing Intellectual Property to the extent necessary to fully exercise its ownership rights as set out above in this Clause. “Pre-existing Intellectual Property Rights” shall mean any intellectual property rights and know-how already existing at the effective date of the Agreement or independently developed or acquired by the Contractor during the term of the Agreement without using any information disclosed by GCA. This includes methodologies, tools, report, among other materials, produced and/or delivered by the Contractor in connection to other projects and/or own internal products.

11.2 The Contractor shall ensure that all such drawings and other documents and material referred to in Clause 11.1 above, which are prepared and/or delivered by or on behalf of the Contractor in connection with this Agreement or any Work Order, do not infringe any copyright, patent, design rights or other intellectual property right of any third party and can be used by GCA for their intended purpose.

11.3 The Contractor agrees to execute and deliver, and to use maximum endeavours to cause any subcontractor to execute and deliver, to GCA any and all instruments, source documents, designs, instructions and codes reasonably required by GCA in connection with the use, adaption and enjoyment of the Deliverables and of the GCA’s rights therein and thereto.

11.4 The Contractor undertakes to do everything necessary to see to it that all existing and any future Intellectual Rights - CopyRights or Industrial Property Rights pertaining to results in
connection with the Services are (and remain) vested with GCA or with third party designated by it. The rates that Contractor charges to GCA in the context of the Agreement shall be deemed, in as far as necessary, to include payment for these Intellectual and/or Industrial Property Rights. To affect this transfer, the following acts must at any rate be performed: by signing the Agreement, Contractor transfers to GCA all existing and future Intellectual and/or Copy Right/Industrial Property Rights to existing and future results of the Work.

11.5 Insofar as these acts prove not to see to it that all Intellectual and/or Industrial Property Rights are transferred to GCA, Contractor undertakes, if the situation arises, to do everything possible to affect the transfer, without the Contractor being allowed to attach further conditions to its cooperation. As long as this has not been done, Contractor hereby gives GCA: irrevocable authorization to exercise and protect the powers arising from the relevant Intellectual and/or Industrial Property Rights in and out of court; an exclusive, irrevocable license, not subject to a time limit, to the relevant Intellectual and/or Industrial Property Rights.

11.6 Insofar as Contractor has made any material available to GCA, to which material the Contractor has Intellectual and/or Industrial Property Rights, the Contractor states that it shall grant GCA a non-exclusive and non-transferable right to use this material. Furthermore, Contractor indemnifies GCA from claims of third parties based on (alleged) Intellectual and/or Industrial Property Rights on any other basis.

11.7 It is acknowledged and agreed by the Parties that GCA owns all property rights and may use, adapt, add to and subtract from the Deliverables and combine these with other artistic or literary material and to publish the result by any means, it being understood that the Contractor (including its employees and subcontractors) hereby waives and agrees not to exercise any so-called “moral rights” which may now or may hereafter be recognized.

12. ORGANISATION

12.1 Each Party shall designate a contact person who will act in a liaison capacity throughout the term of this Agreement. Each Party will immediately notify the other Party in writing of changes in its contact person.

The following persons shall be contacted for the liaison of this Agreement:

For GCA: **NAME, TITLE, EMAIL ADDRESS**

For the Contractor: **NAME, TITLE, EMAIL ADDRESS**

or such successors as each Party may designate and communicate in writing to the other Party.
12.2 The Contractor shall ensure the selection of personnel with the necessary skills and competence to take part in each Work Order under this Agreement.

12.3 The Contractor’s personnel shall remain employees of the Contractor and GCA’s personnel shall remain employees of GCA. As employers, GCA and the Contractor shall each bear exclusive responsibility for the remuneration, social security and insurance, whether professional or non-professional, of its personnel. Each Party shall indemnify and hold the other Party free and harmless from any cost, expense or liability in this respect.

12.4 The Contractor shall provide the works and services in such places as the GCA may reasonably specify. Whenever the Contractor, the Contractor’s staff or any other personnel working on the behalf of the Contractor work on GCA’s premises, the Contractor shall ensure their compliance with GCA’s Code of Conduct as well as fire, health and safety rules and procedures.

12.5 Unless otherwise agreed in a Work Order, each Party shall bear the travel and accommodation costs of its personnel.

13. TIME SCHEDULE

13.1 A time schedule shall be made for each separate Work Order (see Clause 6 above).

14. REMUNERATION

14.1 GCA shall pay remuneration to the Contractor in accordance with the terms laid out in each Work Order (see Clause 6 above). Unless otherwise agreed for a specific Work Order, the remuneration shall be based on the hourly/daily rates set out in the Contractor’s Proposal associated with this Agreement.

14.2 Unless expressly stated otherwise in a Work Order, any types of expenses shall not be reimbursed by GCA but borne by the Contractor. Any hourly/daily rate or other fixed fee shall also be considered to include all materials, labour and equipment needed for the performance of the respective Work Order.

14.3 The Contractor shall notify GCA of any need for the rendering of services or works not covered by the Work Order. Without the prior written approval of GCA, the Contractor shall not be entitled to perform any such services or works for GCA.

14.4 Except for value added tax (VAT), all taxes, charges and fees of whatever nature which may be imposed by any authority on the amounts paid to the Contractor under this Agreement or any Work Order shall be paid and borne by the Contractor.
15. LIABILITY AND INSURANCE

15.1 The Contractor shall, as a minimum, carry the liability and maintain professional insurance coverage for each Work Order.

15.2 It is the responsibility of the Contractor to cover, through personal accident insurance contracts, any personal accident risks suffered by its personnel or by its subcontractors' personnel, in the context of actions under this contract.

15.3 Personal accident insurance shall provide that compensation shall be paid to the injured party or, in the event of death, to whomsoever proven to be entitled, in accordance with the law of succession or other applicable legal provisions.

16. CONFIDENTIALITY AND MARKS

16.1 “Confidential Information” means any scientific, technical, financial, commercial or other information of any nature and in any form provided by either Party to the other Party which is not in the public domain and which relates to the affairs of the Party or any of its business contacts.

16.2 The parties shall keep confidential all information and technical and non-technical, commercial or other documentation related to the recipients that may be known under or in connection with the performance of this contract.

16.3 The duty of confidentiality provided for in the preceding paragraph shall include, in particular, written documents, personal data, drawings, plans, applications and software in the form of source code or object code, specifications, trade secrets, methods and formulas, internal situations, of a labor or other nature.

16.4 The information covered by the obligation of secrecy may not be transmitted to third parties, nor object of licensing or any other use or mode of economic use, unless expressly authorized in writing by the contracting entity.

16.5 The co-contractor may only transmit confidential information to its employees and, in any case, only if the following circumstances occur cumulatively:
   a. the employees concerned need to know this information in order to fulfil their tasks under the contract.
   b. The employees are informed about the confidential nature of the information.
   c. Employees are obliged to comply with the obligation of secrecy arising from this Clause.
16.6 The Contractor is responsible for the fulfilment of the duty of confidentiality on the part of its collaborators, whatever the legal nature of the bond, even after its termination, regardless of the cause of the termination.

17. PAYMENTS

17.1 All payments shall be made according to the provisions hereunder:

a. Payment of each Work Order will be made in accordance with a payment plan included in the relevant Work Order agreed between the parties.

b. Each payment milestone shall be unique and shall identify a portion of work measured by an amount of money recognizable.

c. A payment Milestone shall be deemed achieved, if an item, event or service, specified as entitling the Contractor to milestone payments, is delivered, supplied, reached or rendered as specified. If it should subsequently be shown that proper completion of the milestone was not achieved while milestone payment was made, GCA can adjust the value of the ensuing milestone payment(s) accordingly.

d. Milestone payments will become due upon achievement of the defined payment Milestones.

e. Payments shall be made within 30 days of presentation of the documents listed below:
   • **Advance payment:** Invoice, to be submitted after signature of each Work Order by all parties.
   • **Progress payments:** Invoice; Certification, to be submitted for acceptance and signature to GCA, that the stage foreseen has satisfactorily been completed.
   • **Final settlement:** Invoice; Certification, to be submitted for signature to GCA, of satisfactory delivery of all deliverable items due under the Work Order concerned

f. The GCA will credit the account of the Contractor shown on its invoices, on its behalf and on behalf of its subcontractors. The Contractor shall be responsible for paying the accounts of its subcontractors for this contract in a timely and proper manner in accordance with normal commercial practice and law. It shall indemnify GCA against any claims arising from such subcontractors caused by his failure so to pay such subcontractors.

g. GCA reserves the right to visit the Contractor’s and/or Sub-contractor(s) premises and ascertain the progress of the work under the Contract prior to making the payment concerned.

h. All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable. GCA retains the right to request further details if it deems this necessary.
i. In case of an audit of GCAs expenses, the Contractor shall cooperate fully and shall respond to all of GCAs and the auditor’s requests for information truthfully and timely. The Contractor shall permit the auditor access to its premises if this is necessary to conduct the audit.

j. All invoices must be addressed to: The Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam and shall be sent by email to finance@gca.org.

k. GCA will transfer the payments to the following Contractor’s bank account:

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<tr>
<th>Bank account holder’s full name:</th>
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<tr>
<td>Name and address of recipient’s bank:</td>
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<tr>
<td>Recipient’s account number/IBAN:</td>
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<tr>
<td>Recipient bank’s SWIFT or BIC code:</td>
</tr>
<tr>
<td>Recipient bank’s routing information:</td>
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<tr>
<td>Bank account currency:</td>
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</tbody>
</table>

17.2 The Contractor is required to submit invoices for all payments due under the Contract, in paper format to GCA Finance Division. The Contractor undertakes to submit complete invoices (including instructions for billing taxes and duties, where applicable), and to provide all supporting documentation as required by the Contract in support of the claims.

17.3 Payments shall be made by the GCA in EUROS, to the account(s) specified by the Contractor. Payments shall be considered as effected on time if the Agency’s orders of payment reach its bank within the payment period stipulated in this contract.

17.4 Any special charges related to the execution of payments will be borne by the Contractor.

18. WITHHOLDING OF PAYMENTS

18.1 GCA reserves the right to withhold any advance-, progress- or final settlement payment, until withdrawal or rectification by the Contractor, as the case may be, of intellectual property right statements on documents, reports, plans, designs, data packages and other items, which are not in line with the contractual provisions and any special exceptions or additions thereto.

19. SUBCONTRACTING

19.1 The Contractor shall have the right to involve subcontractors, availing of specific expertise, in the performance of the Agreement. The Contractor shall notify GCA of all subcontractors, specifying in each case their specific expertise.
19.2 Each Work Order will stipulate whether any of the work will be subcontracted with the agreement of GCA.

19.3 The subcontracting of any part of the Agreement shall not relieve the Contractor from any liability or obligation under the Agreement. The Contractor is fully responsible for the compliance with the Agreement by all of its subcontractors.

20. SPECIAL CONDITIONS OF PERFORMANCE

21.1 GCA will not be entitled to give directives to the Contractor’s and Sub-contractors’ personnel (hereinafter designated by “the Contractor’s personnel” or “its personnel”) other than operational and safety instructions necessary to the performance of the services described in the Scope of Work/Terms of Reference. These instructions do not in any way create a link of authority or management control of the Contractor’s personnel by GCA.

21.2 The legal relationship resulting from the Contract of employment between the Contractor’s personnel and the Contractor shall not be affected by this Contract/or subsequent Work Order.

21.3 The Contractor shall observe the normal safety regulations in force at the places of performance in any country where the services are effectively performed and also any special safety instructions issued by the GCA.

21. USE OF GCA IMAGES OR LOGOS

22.1 Without the prior written consent of GCA, the Contractor shall not use or make reference to any images or logos of GCA.

22. PUBLICITY

23.1 Without the prior written consent of GCA, the Contractor shall not publicise the Agreement or any part thereof unless it is obliged to do so to comply with applicable laws or regulations or with a court or administrative order.

23. FORTUITOUS OR FORCE MAJEUERE CASES

24.1 Neither party shall incur liability if, by accident or force majeure, it is prevented from fulfilling its obligations under the framework agreement.

24.2 A fortuitous or force majeure event is any unforeseeable and exceptional situation or event, independent of the will of the parties, and does not derive from the lack or negligence of any of them.
24.3 The party invoking cases of force majeure or force majeure shall communicate and justify such situations to the other party, as well as informing the foreseeable period of time to restore the situation.

24. SUSPENSION OF THE FRAMEWORK AGREEMENT

25.1 Without prejudice to the right of withdrawal from the framework agreement, GCA may at any time, on grounds of public interest, in particular where public security reasons are involved, suspend the implementation of the framework agreement in whole or in part.

25.2 The suspension shall take effect on the day following the date of notification of the contracting parties to the framework agreement, unless the said notification contains a later date.

25.3 GCA may at any time lift the suspension of the implementation of the framework agreement.

25.4 Service providers selected as co-contractors in the framework agreement may not claim or require any compensation or compensation on the basis of total or partial suspension of the framework agreement.

25.5 If the Contractor selected does not provide sufficient resources to perform the contracted service, GCA reserves the right, with just cause, and without prejudice to a resolution under the terms of the following paragraph, to suspend agreement, without prejudice to a resolution under the terms of this agreement.

25. TEMPORARY IMPOSSIBILITY TO PROVIDE SERVICES

26.1 Whenever the Contractor is temporarily unable to provide services, the contractor shall inform GCA accordingly.

26.2 For the purposes of the preceding paragraph, a temporary interruption of service provision is considered an interruption for a period not exceeding 60 (continuous) days.

26.3 Upon the expiration of the period provided for in the previous paragraph without the situation being settled, the Contractor shall request the extension of the term, GCA, however, reserves the right to terminate the contract.

26.4 The temporary impossibility of providing services in the first 4 (four) months of the framework agreement, which will be considered as non-compliance with the implementation deadlines.

26. INDEMNIFICATION
27.1 The Contractor shall indemnify and hold harmless GCA against all claims, fines, costs and damages in connection with and/or resulting from any default in relation to employees taxes and insurances in connection to the services provided to GCA during the duration period of this Framework Agreement and execution of eventual Work Order(s) awarded to the Contractor.

27.2 Contractor shall further indemnify and hold harmless GCA against all claims, costs and damages in connection with and/or resulting from any act or omission to act in relation to the Services, unless such act or omission to act directly results from any act of GCA for which it can be seriously blamed. Contractor waives any entitlement pursuant to article 7:658 sub 4 BW Dutch of laws.

27.3 The Contractor hereby agrees to indemnify and hold harmless GCA from and against any and all direct losses arising out of or in relation to third-party claims of any kind which. If a claim is made that may give rise to a claim for indemnity under this clause then GCA shall notify the Contractor of such claim immediately, give the Indemnifying Party all reasonable co-operation and shall not negotiate the claim without the consent of the Indemnifying Party in writing.

27. AMENDMENTS

28.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral with respect to the subject matter of this Agreement. Amendments to or changes of this Agreement or any Work Order under it shall, in order to be valid, be made in writing and signed by authorized representatives of both Parties and shall be clearly stated as amendments to or changes of this Agreement or the Work Order, as the case may be.

28.2 If at any time one or more of the provisions of this Contract becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired.

28. ASSIGNMENT

29.1 GCA shall have the right to assign or otherwise transfer any or all of its rights and obligations under this Agreement to a successor company or other legal entity established by the partner countries in the GCA project. The Contractor is not entitled to assign this Agreement, in full or in part, without GCA’s prior written consent.

29. NO WAIVER
30.1 The provisions of the Agreement may not be waived except in writing. The failure of a party to insist upon strict adherence to any provision of the Agreement shall not be considered a waiver of any right under the Agreement, and shall not deprive that party of the right at any later time to insist upon the strict adherence to the Agreement.

30. **ANTI-CORRUPTION**

31.1 The Contractor warrants that no offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice has been made or shall be made, either directly or indirectly, as an inducement or reward for entry into this Agreement by GCA or in the subsequent execution of the Agreement. Any such practice will be grounds for terminating the Agreement without any compensation to the Contractor and for such other additional actions, civil and/or criminal, as may be applicable.

31. **SETTLEMENT OF DISPUTES AND GOVERNING LAW**

32.1 This Contract and any agreement resulting from this Contract shall be governed by and construed in accordance with the laws of the Netherlands.

32.2 In the event of any dispute of difference of opinion between the Parties arising out of or in connection with this Agreement or any Work Order, each of the Parties shall use its best efforts to settle each dispute or difference in opinion amicably by negotiations. Failing such an amicable settlement, the parties shall resort to arbitration under the rules of the International Chamber of Commerce (ICC). Any unresolved dispute shall be settled exclusively by the Dutch competent court in Rotterdam.

32.3. The place of arbitration shall be the Hague, the Netherlands. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the Agreement has been executed in two (2) originals, of which the Parties have received one (1) each.

Agreed and signed by both Parties.

For Global Center on Adaptation,

____________________________________
Name: Prof. Dr. Patrick Verkooijen
Position: CEO
Date:
Place: Rotterdam, the Netherlands

For Contractor,

______________________________
Name:
Position:
Date:
Place:

Annexes:
Annex 1 – Template of GCA Work Order
Annex 2 – Signed Declaration on Honour
Annex 3 – Framework Agreement Statement of Work
Annex 4 – Contractors Bid
Annex 5 – GCA’s Acknowledgement Statement
Annex 1 – GCA Work Order

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**Price:** €

Payment plan:

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As per Terms and Conditions of Contract/Framework Agreement No.

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