



GLOBAL
CENTER ON
ADAPTATION

REQUEST FOR QUOTATION (RFQ)

Videographer/Photographer Services for GCA Mission to Homa Bay, Kenya

Ref.: GCA-PR-24-644

CLOSING DATE: 2 DECEMBER 2024

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

QUOTATIONS RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED

Issued on: 27 November 2024



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1. Background

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

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

- Programs: Food Security; Using Nature for more resilient infrastructure; Water for Urban Growth and Resilience; Climate Finance; Youth Leadership.
 - Knowledge: Building adaptation knowledge globally through cutting edge products such as the State and Trends in Adaptation Report and the Knowledge Exchange Platform.
 - Advocacy and Awareness: Formulating policy messages to move the global, regional, and local adaptation agendas forward.
- 1.2. **The Services:** GCA intends to procure Videographer/Photographer Services for GCA’s Mission to Homa Bay, Kenya. Your quotation, as specified in Annex 3: Scope of Work/Terms of Reference is hereby invited.

2. Quotation Submission

- 2.1. Quotations and all supporting documents must be sent to the email address: procurement@gca.org as one document in **PDF format (25MB maximum size)**, as an attachment **not as a link**, no later than **Monday, December 2, 2024, 16:00:00 hours (04:00:00 p.m. o’clock), Central European Time (CET)**.
- 2.2. **GCA will confirm receipt of quotations within 24 hours from the closing date and time. Bidders that do not receive this confirmation must contact GCA within 48 hours from the closing date and time. After 48 hours from the closing date and time, GCA shall not respond to any queries related to whether a bidder’s quotation was received.**
- 2.3. The point of contact for all questions or requests for additional information is procurement@gca.org. The email subject heading should be clearly marked with the following information: **“Clarification Request - GCA-PR-24-644 - Videographer/Photographer Services for GCA Mission to Homa Bay, Kenya”**. 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. The Global Center on Adaptation will share the answers to all questions of a reasonable nature with all bidders included in this Framework



Agreement. The closing date for clarifications concerning this RFP is **28 November 2024, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)**.

- 2.4. The quotation must be drafted **in English**. The email subject heading should be clearly marked with the following information: **“Request for Quotation: Ref GCA-PR-24-644 – Videographer/Photographer Services for GCA’s Mission to Homa Bay, Kenya”**.
- 2.5. The submission/quotation (all documentation including technical and financial information) **shall not exceed 10 pages (excluding supporting documentation, CVs, and company profile) and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of quotations exceeding 25MB.
- 2.6. The submission/quotation (including technical and financial information) must be in **one document** and sent in **one e-mail**.
- 2.7. In case of a joint submission/quotation, all the partners (except the lead partner) shall submit a **power of attorney**, signed by an authorized representative of each partner, designating the lead partner to represent them and to sign the contract on their behalf in relation to this call for quotations.
- 2.8. There will be no public opening session for the quotations received. Quotations will be opened privately by GCA after the closing time specified for the receipt of quotations. No public announcement of the contents of any offer will be made at any time.
- 2.9. GCA subscribes to the [UN Supplier Code of Conduct | UN Procurement Division](#). By participating in this RFQ, bidders agree to comply with this code.

3. Minimum Information to be included in the Quotations

- 3.1. The submission/quotation must be drafted in English and contain:
 - Quotation Submission/Identification Form (Annex 1)
 - A signed **Declaration of Honor** (Annex 2)
 - Technical information and supporting documentation, with clear and concise description of your proposed actions to execute the Terms of Reference and Deliverables (Annex 3).
 - Firm portfolio showcasing previous work in photography and videography for high-level missions or events including examples of projects involving interviews and on-site filming.
 - Proposed workplan for executing the shoot
 - CVs and portfolios for each key personnel demonstrating samples of previous comparable projects
 - The Quotation Form (Annex 4).
 - **All the supporting documentation** in relation to the evaluation criteria.
- 3.2. Unit prices and total prices, if used, for the services must be quoted separately and distinctly. All prices should be quoted in Euros (EUR).



- 3.3. If discounts are provided, please state clearly the discounts provided. Discounts cannot be introduced after submission.
- 3.4. The payment terms must be at least 30 days from the date of receipt and acceptance by GCA of an original invoice.
- 3.5. The quotation submitted in response to this RFQ must be valid for the period of 90 days as of the deadline for submission indicated in Section 2.1.

4. Evaluation and Award of Contract

- 4.1. Prior to the detailed evaluation of quotations, the GCA shall determine whether each quotation meets the eligibility criteria; has been properly signed and is substantially responsive to the requirements of the RFQ.
- 4.2. A substantially responsive quotation is one which conforms to all the terms, conditions, and Terms of Reference/Scope of Work of the RFQ. To evaluate a quotation, the GCA will apply the methodology and criteria defined hereinafter, no other criteria or methodology shall be permitted:
 - Exclusion Criteria
 - Selection Criteria
 - Award Criteria
- 4.3. **Exclusion Criteria:** Participation in this RFQ is open on equal terms to any natural and legal companies not in any of the situations listed in Article 57 of the EU Directive 2014/24/EU.
- 4.4. Bidders shall provide a Declaration of Honor (see Annex 2), duly signed and dated, including a statement that they are not in any of the situations listed in Article 57 of EU Directive 2014/24/EU. In case of a joint submission, such declaration shall be submitted for each partner. The declaration shall also be submitted for the subcontractors, when relevant.
- 4.5. Besides the submission of the signed Declaration of Honor, the bidder undertakes to inform GCA, without delay, of any changes to their situation in this regard.
- 4.6. Bidders may be excluded from participation in this RFQ if they are found to be in one of the situations for exclusion or fail to submit the above-mentioned declaration.
- 4.7. **Selection Criteria:** Bidders shall be evaluated against the following Selection Criteria:

(1) Professional and Legal Capacity

Criterion	
	<ul style="list-style-type: none">• Bidders must be a registered entity in their home country regulatory agency, as and where applicable, for a minimum of 1 year.• All Bidders must have a current team of at least 1 staff members.



Documentary evidence	<ul style="list-style-type: none"> Provide a copy of the statutes/registration of the legal entity (in case of a joint proposal the company registration shall be submitted for each partner) and evidence concerning the appointment of the persons authorized to represent the Bidder in dealings with third parties and in legal proceedings.
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- 4.8. **Award Criteria:** Offers will be rated on both technical and financial bases, using the least cost approach. The selection method will choose the technically compliant, lowest priced offer (i.e., the offer that obtained the minimum technical score and is the lowest in price).
- 4.9. **It is important to note that the required minimum technical score is 42 points. Only Offers obtaining the minimum technical score or more will progress to the financial evaluation. Offers scoring less than the minimum technical score will be considered of insufficient quality and shall be rejected.**
- 4.10. The contract shall be awarded to the bidder who submitted a technically compliant, lowest priced offer (i.e., the offer that obtained the minimum technical score and is the lowest in price) in accordance with the following criteria:

Award Criterion	Maximum Score	Minimum Score/ Threshold
TC.1. Firm Experience: proven experience in capturing high-level missions or events through photography and videography, with a particular emphasis on setting up interviews and filming on-site visits	20	12
TC.2. Proposed Workplan: a comprehensive and practical work plan for the 1 day shoot, detailing the shooting schedule, travel logistics, technical setup and video editing plan	20	12
TC.3. Key personnel	30	18
TC.3.1. Photographer: demonstrated experience in event photography, capable of capturing dynamic and high-quality images during fast-paced, high-profile events.	10	6
TC.3.2 Videographer: demonstrated considerable experience in filming interviews, events, and on-site visits, ensuring professional quality footage that meets the project's specific requirements.	10	6
TC.3.3. Video editor: proven experience in producing high-quality wrap-up videos for missions or similar projects, ensuring the final output is polished and aligned with the objectives of the assignment.	10	6
Total Technical Criteria Score	70	42
Total Financial Criteria Score	30	
Combined Technical and Financial Score	100	

- 4.11. If a quotation is not substantially responsive, it shall be rejected by GCA, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 4.12. Quotations determined to be substantially responsive shall be checked by GCA for any arithmetic errors. Errors shall be corrected as follows:
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of GCA there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.
 - The amount stated in the quotation shall be adjusted by GCA in accordance with the above procedure for correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder.
- 4.13. GCA is not bound to accept the lowest quotation and reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.

5. Contract

GCA will issue a Purchase Order (PO) which will constitute a contract. Acceptance of the PO (including terms and conditions of contract) by the consultant is considered as signing of the contract.



Annexes

Annex 1: Bidder Identification Form

GCA-PR-24-644: Request for Proposal for Videographer/Photographer Services for GCA Mission to Homa Bay, Kenya

IDENTIFICATION OF BIDDER	
Full Legal Name of the Firm	
Legal Form (Partnership, LLC, Corporation, etc.)	
Date of Registration	
Country of Registration	
Registration Number	
VAT Number	
Address	
E-mail	
Authorized Signatory	
Authorized Signatory's E-mail address	

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

CONTACT POINT FOR THIS PROCUREMENT	
Name	
Position	
Company	
Telephone Number	
E-mail	

BIDDER'S BANK ACCOUNT INFORMATION	
Bank account holder's full name:	



(must match the legal name above)	
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:
The acceptance of the conditions in the Request for Proposal.
The acceptance of the contract terms and conditions in their entirety and without reservation.
That the period of validity of my proposal is 90 days from the deadline of this Request for Proposal.
Compliance with the requirements relating to the Scope of Work/Terms of Reference as defined in Annex 3 of this Request for Proposal, and
That the information given in this proposal is correct.

Place and Date	
Signature (Authorized representative)	
Full Name	



Annex 2: Declaration of Honor

DECLARATION ON HONOR FOR ORGANIZATIONS

The undersigned [*insert name*]....., representing:

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

I – Situations of exclusion

(1) declares that the above-mentioned Organization is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the Organization is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the 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;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other parties with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon its undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the Organization is guilty of any of the following:		



(i) fraud, as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organization;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences linked to terrorist activities, or inciting, aiding, abetting, or attempting to commit such offences;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labor or other offences concerning trafficking in human beings as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has been established by a final judgment or final administrative decision that the 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.	<input type="checkbox"/>	<input type="checkbox"/>

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

(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:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption, or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 – 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 (authorized representative):

Annex 3: 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.

Homabay Municipality People’s Adaptation Planning

The Homabay Municipality People’s Adaptation Planning is a transformative project to foster sustainable urban development while enhancing community resilience to climate change. The project is in partnership with the County Government of Homabay, the Global Center on Adaptation (GCA), Akiba Mashinani Trust (AMT), and Tom Mboya University. The project integrates evidence-based planning with participatory approaches to address urban challenges in Homabay Municipality.

2. Objective of the Assignment

To procure a professional videographer and photographer to capture the GCA’s mission to Homa Bay to showcase GCA work on the ground regarding Homabay Municipality People’s Adaptation Planning project. The outputs will include high-quality on-site photos and a wrap-up video.

3. Scope of the Services to be Performed

December 11, 2024 (9:00 AM – 5:00 PM)

- **Task:**
 - Capture **interviews** with the Governor and key county officials, informal settlement residents, local implementing partner (AMT) (a total of **4 interviews**) focused on the challenges faced by the region due to climate change.
 - Record and photograph **engagements** with GCA representatives and local officials, showcasing collaboration in tackling climate challenges.
 - Capture **broad imagery** related to the impact of climate change on informal settlements and the daily lives of residents.



- Record the GCA Representative's **engagement** with local government officials, focusing on the GCA's collaboration with the county government in addressing climate resilience challenges.
- Document interactions with the **local implementing partner (AMT)**, showcasing their role as a subgrantee in project implementation.
- Capture GCA Representative's remarks on site
- Ensure high-quality photography of events, meetings, and interviews to highlight key messages.

The photo package is expected to be delivered by 12th December 2024 and the wrap up video needs to be delivered by 20th December 2024

4. Expected Outcome and Deliverables

- **On-site photographs** of key events, interviews, and interactions over the two-day period.
- A **wrap-up video** summarizing the mission's key moments, climate challenges discussed, and GCA's engagement in Homa Bay for future communications and promotional use. The video should be in the same style as BSF video ([link](#)) and Chattogram ([link](#)).

Bidders are expected to include in their proposed work plan a more detailed breakdown of the timeline in weeks or days, as appropriate.

5. Institutional and Organization Arrangements

GCA Senior Communications Officer and LLA team Program Officer will be the main contact for this assignment

6. Location and Period of Execution

The location of this assignment will be in Homabay Kenya and the execution period will be - Full-day photography/videography on December 11 from 9:00 AM to 5:00 PM.

The video is expected to be delivered within one week after the mission is completed

7. Payment Schedule

Payment will be processed after the delivery of the video and photo package, along with the invoice provided by the firm.

8. Services and Facilities to be provided by the Consultant

The team is expected to be located in Kenya and with all the necessary filming and photo shooting equipment that can fulfill this assignment



Annex 4: Quotation Form

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

Part 1 - The exact template provided below, including the declarations underneath (without any changes to the wording) and the signature of the authorized representative.

Part 2 - A separate itemized cost breakdown of the firm fixed price covering the entire Scope of Work (SOW)/Terms of Reference (TORs).

The abovementioned two parts (Part 1 and Part 2) **must** be sent in one consolidated document.

Part 1:

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

[Bidder's Name]	
Description	Total Lump Sum Fee
Videographer/Photographer Services for GCA Mission to Homa Bay, Kenya	
Total Firm Fixed Price (EUR)	

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

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

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

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



Bidder's Authorized Representative:

Position:

Date:

Signature (authorized representative):



Part 2: Please submit a separate itemized cost breakdown of the firm fixed price in Part 1 above using the template below, including the details of key personnel hourly rates and associated tasks, travel costs and all associated overheads and related cost items covering the entire Scope of Work (SOW)/Terms of Reference (TORs).

For joint proposals, where the lead partner indicates the costs/prices of other partners/subcontractors in the breakdown below, such costs/prices shall be inclusive of all taxes where applicable. The lumpsum amount submitted by the lead partner in Part 1 above shall be exclusive of VAT.

Categories	Unit of Measure	Quantity	Unit Rate	Total Fee (EUR) Excl VAT	Local sub-contractor VAT where applicable (outside EU)	Total Fee Incl local VAT (outside EU only)
Remuneration						
Videographer	Day					
Photographer	Day					
Video Editor	Day					
Xxxx	Day					
Total						
Reimbursables						
Total						
Other Expenses						
Total						

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



Annex 5: Purchase Order/Contract

Global Center on Adaptation

Antoine Platekade 1006
3072 ME Rotterdam
The Netherlands
+31 88 088 6800
procurement@gca.org
www.gca.org

Vendor Information:

Vendor Name: [Vendor Name]
Address: [Vendor Address, City, Country,
Post code]
Phone Number: [Vendor Phone Number]
Email Address: [Vendor Email Address]

Date: DD/MM/YYYY

Purchase Order Number: GCA-PR-24-644

Delivery Information:

Bill to: Antoine Platekade 1006, 3072 ME Rotterdam, The Netherlands
Ship to: N/A
Delivery date: 20 December 2024

Details:

No.	Description	Unit Price (€)	Total Price (€)
1.			
2.			
Total Fixed Price (EUR) excluding VAT			

Payment Schedule: [Payment Terms + Payment Schedule]

Payment Method: Bank transfer after an invoice has been received by GCA. Please forward the invoice to finance@gca.org.

Detailed Terms and Conditions are attached to this Purchase Order.

Additional Notes: [Additional Notes or Special Instructions]

The following Annexes form part of this Purchase Order:

1. Statement of Acknowledgement
2. Declaration on Honor
3. Terms of Reference/Scope of Work
4. Quotation Form

Contact person:

- **Technical:** Alexandra Hillesheim, alexandra.hillesheim@gca.org
- **Contract management:** Procurement Team, procurement@gca.org

By signing this Purchase Order, you acknowledge and accept all the information contained herein, indicating your agreement to its terms and conditions. If there are any issues or concerns, please contact us immediately. We appreciate your prompt attention to this matter. Thank you for your support!



Prof. Dr. Patrick Verkooijen
Chief Executive Officer
Global Center on Adaptation

Full name:
Position:
Vendor name:

TERMS AND CONDITIONS

This Purchase Order is entered into between the **Global Center on Adaptation**, a foundation, incorporated under Dutch law, having its headquarters at Antoine Platekade 1006, 3072 ME Rotterdam, The Netherlands (hereinafter referred to as the “GCA”) duly represented by Prof. Dr. Patrick Verkooijen and the Contractor as per the Purchase Order. The GCA and the Contractor are collectively referred to herein as the “Parties”, and individually as a “Party”.

WITNESSETH

WHEREAS:

- a. The Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience, and that it is fully qualified, ready, willing and able to provide such services in accordance with the terms and conditions set forth in this Purchase Order;
- b. The Parties wish to set out the terms and conditions of their agreements in this Purchase Order (hereinafter referred to as the “Purchase Order”).

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

ARTICLE 1

Purchase Order Documents

1. This Purchase Order embodies the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior representations, purchase orders, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.
2. Any notice, document or receipt issued in connection with this Purchase Order shall be consistent with the terms and conditions of this Purchase Order, and in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Purchase Order shall prevail.

ARTICLE 2

Execution of Services

1. The GCA instructs the Contractor to perform the Services and the Contractor accepts the full responsibility to perform the Services correctly and in time as per the starting date.

2. The Contractor shall be at liberty to perform the Services to its sole discretion, subject to the terms under the Purchase Order. Where applicable, the GCA will facilitate Contractor in the needed cooperation with others in order to perform the agreed Services.
3. The Contractor shall execute the Services autonomously. Contractor is fully independent in performing the Services without supervision or guidance of the GCA. The GCA can only give directions and instructions concerning the results and deliverables of the Services.
4. The Contractor shall diligently and faithfully, to the best of its ability, perform the Services. The Contractor shall be available to the GCA for the duration of the Services and the term of this Purchase Order. The Contractor will be entitled to perform the Services as it sees fit.
5. The Services will be performed at the Contractor’s office or at the residential address of any of its employees. Progress meetings will take place remotely or at GCA’s office as outlined in the description of the Services.
6. The Contractor shall arrange for his/her own office facilities and arrangements which are necessary for efficiently



performing the Services, including but not limited to desk space, ICT hardware, communications equipment, telephone subscription, internet connection, etcetera.

7. The Contractor shall inform GCA's contact person about the progress of the Services and about any relevant development and/or irregularity in relation thereto.
8. The Contractor undertakes to inform GCA as soon as it becomes aware of any facts or circumstances that may entail that it is not available to (partly) perform the Services. In case of inability to perform the Services, Contractor shall inform GCA promptly about the reasons and the expected duration thereof. No fee or any (other) reimbursements or compensation will be due by GCA in case no Services have been carried out by Contractor (over the subject period). Prepayments, if any, paid by GCA to the Contractor for Services not performed, will be paid back by the Contractor to GCA at its first request.
9. The GCA will provide Contractor with the mandate to use the information needed to perform the agreed Services satisfactorily.

ARTICLE 3

Fee, Invoice and Payment

1. Invoicing for the Services will be carried out by Contractor in accordance with the schedule outlined in the Purchase Order.
2. All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable.
3. The GCA retains the right to request additional details related to the performance of the Services by the Contractor if it deems this necessary. The Contractor agrees to provide all reasonable information.
4. In case of an audit of GCAs expenses related to the Services, 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 grant the auditor access to its premises if this is necessary to conduct the audit.
5. 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.

6. Invoices of the Contractor shall be paid by GCA within 30 days.

ARTICLE 4

Deliverables

1. Upon the delivery of the Deliverables or any portion thereof in accordance with Article 2, GCA will evaluate the same whether to accept or reject.
2. If the Deliverables or any portion thereof fail GCA's acceptance review, the GCA will inform the Contractor of the reasons for such failure. The Contractor will endeavour to identify and remedy the cause for any such defects within the due dates as set out in the description of the Services, or another such period as may be agreed between Parties. The Contractor will re-deliver the Deliverables or any portion thereof to GCA. GCA will repeat the acceptance review and will inform the Contractor of the result thereof.
3. If following the procedure set out in Article 4.2 any Deliverables or portion thereof fails in a material respect to pass any repeated acceptance test, then Parties may agree:
 1. To repeat the procedure set out in Article 4.2; or
 2. To engage a third party with equivalent industry experience to identify and rectify any defects, the costs of which shall be borne by the Contractor; or
 3. To terminate this Purchase Order on immediate written notice and the GCA shall owe the Contractor no further payments in respect of the rejected Goods or services and any prepayments relating to these undelivered Goods or services shall be paid back by the Contractor to GCA.

ARTICLE 5

Warranties

1. Contractor warrants that all relevant contributions for national and employees' insurance and other taxes to which it is (or: could be held) liable in the Netherlands and/or in any other country will be paid within the relevant time-limits set.
2. Parties warrant that at the date of this Purchase Order there exists no fact or



event which would preclude the Party from entering into this Purchase Order or carrying out its obligations under this Order.

3. Contractor warrants that for a 90-day period from the final payment under this Purchase Order (hereinafter the “**Warranty Period**”), the Deliverables shall be free from material defects. If, during the Warranty Period, the GCA believes that there is a breach of this clause, then GCA will notify the Contractor in writing, setting forth the nature of such claimed breach. The Contractor shall at no additional charge to GCA, promptly take such action as may be reasonably required to correct such breach.
4. Contractor warrants that the Services provided hereunder, and the Deliverables delivered to GCA shall not infringe or violate the intellectual property rights or any common law right or any personal, proprietary, or other right of any kind whatsoever of any person, firm or third party.
5. Contractor warrants that the Services will be provided in accordance with all applicable laws, regulations and industry guidelines as applicable from time to time.
6. Contractor warrants that it shall only process GCA’s data in order to perform its obligations under this Purchase Order and shall only process the data in accordance with the General Data Protection Regulation (GDPR).

ARTICLE 6 Indemnification

1. Contractor shall indemnify and hold harmless GCA against all claims, fines, costs and damages in connection with and/or resulting from any default in relation to Article 5 (employees taxes and insurances).
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.

3. Without prejudice to any other rights set out in this Purchase Order, each Party (hereinafter the “**Indemnifying Party**”) hereby agrees to indemnify and hold harmless the other Party (hereinafter the “**Indemnified Party**”) from and against any and all direct losses arising out of or in relation to third-party claims of any kind which, if proven by a non-appealable decision by the courts, would constitute a breach of the warranties made by the Indemnifying Party.
4. If a claim is made that may give rise to a claim for indemnity under this Article 6, then the Indemnified Party shall notify the Indemnifying Party of such claim immediately, give the Indemnifying Party all reasonable co-operation and shall not negotiate the claim without the consent of the Indemnifying Party in writing.
5. Should changes occur during the execution of this Purchase Order that are (or could be) relevant to the assessment of the legal relationship between the Parties for tax purposes, national insurance and/or civil law, the Contractor shall inform GCA immediately in writing.
6. The Contractor shall indemnify and hold harmless the GCA against all claims, fines, costs and damages in connection with the Contractor’s breach of national and international laws.

ARTICLE 7 Confidentiality and Marks

1. Contractor undertakes to take sufficient measures to ensure confidentiality with respect to all business data and information of GCA and/or of its business partners, unless the use or disclosure of this information and data is necessary for the performance of the Services and/or the subject information and data have become generally known without this being due to breach of the duty of confidentiality.
2. Contractor undertakes to use the data and information referred to in Article 7.1 only to perform the Services.
3. GCA grants Contractor a non-exclusive, non-transferable, non-assignable and limited right and licence to use the



following only to perform the Services in accordance with this Purchase Order: The GCA's trademarks, trade names, tag lines logos or service marks and any information made available to the Contractor by GCA.

4. If the Purchase Order is terminated or dissolved, Contractor must see to it that all materials, electronic media, documentation and other information carriers with data and/or information made available by GCA will be returned to GCA immediately and all digital or other copies are destroyed, deleted and removed.

ARTICLE 8

Intellectual, Industrial and Proprietary Rights

1. Upon payment of the Deliverables pursuant to Article 3, all right, title and interest in the output of the Services shall automatically vest in the GCA and the GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world forever. GCA shall retain all such rights therein, including statutory copyrights, and all renewals thereof, as copyright author and proprietor.
2. 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, adaptation and enjoyment of the Deliverables and of the GCA's rights therein and thereto.
3. Contractor undertakes to do everything necessary to see to it that all existing and any future Intellectual and/or Industrial Property Rights pertaining to results in connection with the Services are (and remain) vested with GCA or with third party designated by it. The rates that Contractor charges to GCA in the context of the Purchase Order shall be deemed, in as far as necessary, to include payment for these Intellectual and/or Industrial Property Rights. To effect this transfer, the following acts must at any rate be performed: by signing the Purchase Order, Contractor transfers to GCA all existing and future Intellectual and/or Industrial Property Rights to existing and future results of the Work.

4. Insofar as these acts prove not to see to it that all Intellectual and/or Industrial Property Rights are transferred to GCA, Contractor undertakes, if the situation arises, to do everything possible to effect the transfer, without the Contractor being allowed to attach further conditions to its cooperation. As long as this has not been done, Contractor hereby gives GCA: irrevocable authorization to exercise and protect the powers arising from the relevant Intellectual and/or Industrial Property Rights in and out of court; an exclusive, irrevocable license, not subject to a time limit, to the relevant Intellectual and/or Industrial Property Rights.
5. Insofar as Contractor has made any material available to GCA, to which material Contractor has Intellectual and/or Industrial Property Rights, Contractor states that it shall grant GCA a non-exclusive and non-transferable right to use this material. Furthermore, Contractor indemnifies GCA from claims of third parties based on (alleged) Intellectual and/or Industrial Property Rights or on any other basis.
6. It is acknowledged and agreed by the Parties that GCA owns all property rights and may use, adapt, add to and subtract from the Deliverables and combine these with other artistic or literary material and to publish the result by any means, it being understood that the Contractor (including its employees and subcontractors) hereby waives and agrees not to exercise any so-called "moral rights" which may now or may hereafter be recognized.

ARTICLE 9

Termination of the Purchase Order

1. In addition to the statutory provisions pertaining to termination, in the cases below, without judicial intervention or further notice of default, whole or partial termination of this Purchase Order shall be possible, with immediate effect, for:
 1. Either Party, if the other Party has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;
 2. Either Party, if the other Party is prevented by force majeure from complying with its obligations wholly or in part for a period of three months or more;



3. Either Party, if the other Party discontinues its business operations;
4. The GCA, if the Contractor, after a written demand from the GCA allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Purchase Order;
5. The GCA, if there is any doubt about the reliability and/or integrity of the Contractor, resulting from the screening process including but not limited to, for example, the condition that it has been determined that the Contractor has been involved in serious incidents or irregularities with previous employers and/or on previous assignments;
6. GCA, if one or more of the exclusion criteria mentioned in section I or section II of the signed Declaration on Honour becomes true for the Contractor.
2. Termination of this Purchase Order shall not affect the other rights and/or recovery possibilities of the Party terminating it.
3. In the event of termination by GCA due to the fault of the Contractor, the GCA shall withhold and deduct from payment to Contractor the amount reasonably deemed necessary to complete the Services and deliver the Deliverables.
4. Unless and to the extent otherwise specified in this Purchase Order, on the termination of this Purchase Order for any reason, the GCA shall be responsible for paying the part of the Fee for Deliverables that have been accepted by the GCA up to and including the effective date of termination.
5. In the event that either Party wishes to terminate this Purchase Order, a 30-day notice period will be taken into account by both the Contractor and the GCA, except for the situations mentioned in Article 9.1 above.
6. The following Articles shall survive any termination or expiration of this Purchase Order, together with any payment obligations and provisions that by their nature shall survive: Article 5 (Warranties), Article 6 (Indemnification), Article 7 (Confidentiality and Marks), Article 8 (Intellectual, Industry and Proprietary Rights).

ARTICLE 10

Liability

1. In case the Dutch Tax Authorities and/or the Implementing Authority with regard to social security (*Uitvoeringsinstelling, "UWV"*) decide(s) that one or more of the invoices paid under this Purchase Order are subject to wage tax and / or social security contributions, GCA shall levy the statutory deductions due and these shall be borne by Contractor, except for the premiums in respect of employees' insurances (*premies werknemersverzekeringen*) and the income dependent contribution pursuant to the Act on Insurance for Care (*inkomensafhankelijke bijdrage Zorgverzekeringswet*). From that moment all the fees involved will be considered as (gross) wages including holiday allowance and be reduced to the level where payment without wage taxes and/or social security contributions can take place.

ARTICLE 11

Sickness and Inability to Work

1. The Contractor agrees to bear the risks pertaining to the Services, including sickness and inability to work, and if the Contractor takes out insurance to cover such risks, the Contractor shall bear the cost of such insurance.
2. The Contractor shall not invoice to the GCA any days on which he/she was absent due to illness, leave or any other reason for being unable to perform the Services.

ARTICLE 12

Final Provisions

1. Amendments to this Purchase Order shall be valid only insofar as they have been explicitly agreed in writing by both the signatories of this Purchase Order, or any of their successors.
2. Contractor hereby declares that it has not offered or given GCA staff any benefit in order to obtain this Purchase Order.
3. Contractor shall not be entitled to assign or otherwise transfer this Purchase Order nor any of its rights or obligations under this Purchase Order without the prior written consent of the GCA.



4. If at any time one or more of the provisions of this Purchase Order becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of this Purchase Order shall not in any way be affected or impaired.
5. The Contractor and the GCA must always inform each other about:
 1. Possible problems arising in the performance of this Purchase Order;
 2. Relevant changes that can be expected in the relation to the Services or this Purchase Order.
6. Both Parties consent that this Purchase Order, may be signed electronically and such electronic signature shall be deemed valid.

ARTICLE 13
Applicable Law

1. This Purchase Order and any agreement resulting from this Purchase Order shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute shall be settled exclusively by the Dutch competent court in Rotterdam.