



GLOBAL  
CENTER ON  
ADAPTATION

## REQUEST FOR QUOTATION (RFQ)

Event Management Services for supporting logistic arrangements for building national capacity to enhance access to climate finance through institutionalized training for Bangladesh Bank and relevant stakeholders

Ref.: GCA-PR-25-767

**CLOSING DATE: 9 July 2025**

**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: 24 June 2025



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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 Event Management Services for arranging two training and other necessary logistics supports for the project to provide capacity building support to Bangladesh Bank, government owned commercial banks and other relevant stakeholders by Bangladesh Institute of Bank Management (BIBM). Your quotation, as specified in Annex 3: Terms of Reference is hereby invited.

## 2. Quotation Submission

- 2.1. Quotations and all supporting documents must be uploaded to the link: [GCA-PR-25-767 - Event Management Services for BIBM](#) in **PDF format**, no later than **9 July 2025, 16:00:00 hours (04:00:00 p.m. o’clock), Central European Time (CET)**.
- 2.2. **Quotations received after the closing date and time will be rejected. GCA will confirm receipt of quotations within 24 hours from the closing date and time. Bidders that do not receive this confirmation must contact GCA within 48 hours from the closing date and time. After 48 hours from the closing date and time, GCA shall not respond to any queries related to whether a bidder’s quotation was received.**
- 2.3. The Quotation must be drafted **in English**.
- 2.4. The Quotation (all documentation including technical and financial information) **shall not exceed 5 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.

- 2.5. The Quotation (including technical and financial information) must be **uploaded to the link in Section 2.1 as one document** labelled/named **“RFQ-GCA-PR-25-767-QUOTATION”**. When uploading the Quotation, the first and last name must be the name of the organisation submitting the Quotation as shown in the screenshot below.

**GCA-PR-23-356 - Submit Quotation**

RFQ-GCA-PR-23-356- QUOTATION.pdf ×

+ Add more files Total 1 file 354 KB

First name \* Last name \*

Global Center on Adaptation

Upload

- 2.6. In case of a joint 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 RFQ.
- 2.7. 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.
- 2.8. 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:
- Bidder 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).
  - The Quotation Form (Annex 4).
  - **All the supporting documentation** in relation to the evaluation criteria.
- 3.2. If discounts are provided, please state clearly the discounts provided. Discounts cannot be introduced after submission.
- 3.3. The payment terms must be at least 30 days from the date of receipt and acceptance by GCA of an original invoice.
- 3.4. The quotation submitted in response to this RFQ must be valid for the period of **60 days** from 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. 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
- 4.2. A substantially responsive Quotation is one which conforms to all the terms, conditions, and Terms of Reference of the RFQ. **At each evaluation stage, only bidders passing/meeting the criteria/requirements for that stage will proceed to the subsequent evaluation stage.**
- 4.3. **Exclusion Criteria:** Participation in this RFQ is open on equal terms to any natural and legal companies not in any of the situations listed in Article 57 of the EU Directive 2014/24/EU.
- 4.4. Bidders shall provide a Declaration of Honor (see Annex 2), duly signed and dated, including a statement that they are not in any of the situations listed in Article 57 of EU Directive 2014/24/EU. In case of a joint proposal such declaration shall be submitted for each partner. The declaration shall also be submitted for the subcontractors, when relevant.
- 4.5. Besides the submission of the signed Declaration of Honor, the bidder undertakes to inform GCA, without delay, of any changes to their situation in this regard.
- 4.6. Bidders may be excluded from participation in this RFQ if they are found to be in one of the situations for exclusion or fail to submit the above-mentioned declaration.



4.7. **Selection Criteria:** Bidders shall be evaluated against the following Selection Criteria:

4.7(i) Professional and Legal Capacity

<b>Criterion</b>	<ul style="list-style-type: none"><li>Bidders must be a registered entity in Bangladesh for a minimum of 2 years.</li></ul>
<b>Documentary evidence</b>	<ul style="list-style-type: none"><li>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.</li></ul>

<b>Criterion</b>	<ul style="list-style-type: none"><li>Proven track record in successful organization and management and content development of events such as conferences, training, workshops, etc.</li></ul>
<b>Documentary evidence</b>	<ul style="list-style-type: none"><li>Submit a list of relevant assignments carried out in the past 2–5 years, including event type, client name, date, and scope of work. Attach at least one reference letter or completion certificate confirming successful delivery of similar assignments.</li></ul>

<b>Criterion</b>	<ul style="list-style-type: none"><li>Proven expertise in graphic design, animation and branding of high-profile events including the development and placement of event branding materials in the venue.</li></ul>
<b>Documentary evidence</b>	<ul style="list-style-type: none"><li>Provide a portfolio or samples of event branding materials (e.g., banners, signage, stage design) from previous events. Include at least 2 client reference or testimonial verifying the Bidder's role in design and branding execution.</li></ul>

<b>Criterion</b>	<ul style="list-style-type: none"><li>Bidders must submit a quotation covering all components outlined in the Terms of Reference, including:<ul style="list-style-type: none"><li>Venue preparation and necessary logistics</li><li>Design and supply of communication materials</li><li>Honorarium and transport arrangement</li></ul></li></ul>
<b>Documentary evidence</b>	<ul style="list-style-type: none"><li>Submission of a complete and itemized financial quotation that clearly addresses all requirements listed in the Terms of Reference.</li></ul>

**Award Criteria:** Offers will be rated on both technical and financial bases, using the least cost approach. It is important to note that the technical evaluation will be conducted on a **pass/fail basis** against the criteria outlined in the solicitation document. Bidders must demonstrate compliance with **all mandatory technical requirements**. Offers that **fail to meet any of the key technical criteria** (TC.1, TC.2, and TC.3) will be considered of insufficient quality and will not proceed to financial evaluation. Only those Offers that fully meet the technical requirements will be considered for the financial evaluation stage.

4.8. The contract shall be awarded to the bidder who submitted a technically compliant, lowest priced offer in accordance with the following criteria:

<b>Award Criterion</b>	<b>Pass/Fail</b>
<b>TC 1:</b> At least 2 years of experience in events management and support (design, organizing, managing, and implementing high-	Pass/Fail



level national & international conferences/ events), which may also include coordination with media.	
<b>TC 2:</b> Proven expertise in graphic design, animation and branding of high-profile events including the development and placement of event branding materials in the venue.	Pass/Fail
<b>TC 3:</b> Proven track record in successful organization and management and content development of events such as conferences, training, workshops, etc.	Pass/Fail
<b>Technical evaluation</b>	Pass/Fail
<b>Financial evaluation:</b> Lowest price after correction of errors	
<b>Financial Evaluation and Award:</b> Lowest priced, technically compliant offer	

- 4.9. GCA may award the contract to the next best evaluated bidder(s) in the event of failure to conclude the contract/PO with the best evaluated bidder.
- 4.10. 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.
- 4.11. 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.
- 4.12. GCA is not bound to accept the highest-ranked technically compliant offer and reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.

## 5. Contract

- 5.1. GCA will issue a Purchase Order (PO) which will constitute a contract. Acceptance of the PO (including terms and conditions of contract) by the contractor is considered as signing of the contract. GCA may increase or decrease (even to zero) the quantities to be ordered at PO signing, in which case unit rates will be used to determine the PO value.



## Annexes

### Annex 1: Bidder Identification Form

GCA-PR-25-767 - Event Management Services for Climate Finance Training in Bangladesh

IDENTIFICATION OF BIDDER	
Name	
Legal Form	
Date of Registration	
Country of Registration	
Registration Number	
VAT Number	
Address	
E-mail	
Authorized representative(s)	

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

SIGNATURE OF RFQ	
<p>I, the undersigned, confirm: The acceptance of the conditions in the Request for Quotation. The acceptance of the contract terms and conditions in their entirety and without reservation. That the period of validity of my Quotation is 60 days from the deadline of this Request for Quotation. Compliance with the requirements relating to the Terms of Reference as defined in Annex 3 of this Request for Quotation, and that the information given in this Quotation is correct.</p>	
Place and Date	
Signature (Authorized representative)	
Full Name	





## Annex 2: Declaration of Honor

### 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

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;		
1. 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;		
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;		
(ii) entering into agreement with other parties with the aim of distorting competition;		
(iii) violating intellectual property rights;		
(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;		



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;		
(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;		
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.		

## 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)			
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
a. It has the legal and regulatory capacity to pursue the professional activity needed for performing the Services			
b. 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: Terms of Reference

### 1. Background Information

The Global Center on Adaptation (GCA) is an international organization that promotes adaptation to the impacts of climate change. It works to climate-proof development by instigating policy reforms and influencing investments made by international financial institutions (IFIs) and the private sector. The goal is to bring climate adaptation to the forefront of global efforts to address climate change and ensure that it remains prominent.

GCA's work is guided by three core approaches. They are:

- **Knowledge:** GCA builds and accelerates the application of adaptation knowledge globally. GCA creates and manages knowledge, leads research to fill knowledge gaps, and drives innovation to develop specialized approaches.
- **Leadership:** GCA's convening power brings together the most influential thinkers and decision-makers, while giving voice to the most vulnerable. GCA formulates policy messages to shape and move global, regional, and local adaptation agendas forward.
- **Action:** GCA works with governments, academia, community-based organizations, IFIs, national banks, and private financial institutions to shape and implement investments in a way that builds resilience for climate-vulnerable people and creates jobs. GCA supports access to financing from the Global Climate Fund.

The GCA has developed a **Technical Assistance Program (TAP)** as a core implementation vehicle of the Africa Adaptation Acceleration Program (AAP) to access and leverage climate adaptation finance. AAP was developed in partnership with the African Development Bank to mobilize USD25 billion by 2025 for adaptation and resilience investments.

The TAP is composed of three main components: (i) building capacities for adaptation finance planning and decision making; (ii) strengthening direct access while maintaining complementarity with international access; and (iii) promoting inter-sectoral, large-scale and transformational A&R projects and programs, in line with national and regional priorities.

In this context, GCA has designed a capacity building project to develop and embed a comprehensive masterclass on gender responsive climate finance within the regular training courses of Bangladesh Institute of Bank Management (BIBM), a training institute governed after the supervision of Bangladesh Bank.

Table 1

	Training 1	Training 2
<b>Location</b>	BIBM Campus, Mirpur, Dhaka	BIBM Campus, Mirpur, Dhaka
<b>Duration</b>	5 days long	5 days long
<b>Tentative Date</b>	November 2025	December 2025

In this context, the GCA is recruiting a local event management firm to arrange two trainings (residential) and other necessary logistics supports for the project of building capacity of



Bangladesh Bank, government owned commercial banks and other relevant stakeholders by Bangladesh Institute of Bank Management (BIBM). .

## 2. Objective of the Assignment

The event management firm/organization will support in logistics and other arrangements of these two-training program. The firm will also support other necessary logistics for successful implementation of the project.

## 3. Scope of the Services to be Performed

Working under the direct supervision of GCA Asia Regional Senior Officer-Climate Finance, the event management firm/organization will be responsible for providing full fledge event management support for arranging two capacity building trainings, to be held in Bangladesh in 2025, ensuring smooth logistical preparation and execution, by maintaining global standard.

## 4. Key Tasks and Activities to be Performed

### General responsibilities:

- Work closely with GCA Asia Regional Senior Officer-Climate Finance to ensure effective preparation, management, and execution of the event in accordance with the highest international/national standards.
- Ensure that the facilities such as the information technology and stationery meet the required standard of such events as per requirements.
- Ensure that the implementation process is consistent with the established timeline of the event.
- Ensure the event is well grounded in the local context and cultural sensitivity.
- Products and materials to be used in the events shall be ecofriendly and sustainable to the maximum extent possible;

### Specific responsibilities:

#### 1. Venue preparation and necessary logistics:

Table 2

Breakdown Description	Training 1 (Outside Dhaka)	Training 2 (Training venue at BCsAA)
Venue	BIBM Campus, Mirpur, Dhaka	BIBM Campus, Mirpur, Dhaka
Date	November 2025	December 2025
Training Hall (with necessary logistics)	Booking for 5 days. BDT 25000/per day	Booking for 5 days BDT 25000/per day
Accommodation	<ul style="list-style-type: none"><li>• 3 standard AC room for 5 nights for foreign consultants</li></ul>	<ul style="list-style-type: none"><li>• 30 standard room for 5 nights</li><li>• Per night BDT 2500</li></ul>



	<ul style="list-style-type: none"> <li>Per night BDT 2500</li> </ul>	
Catering	<p>27 persons (Morning snacks, lunch, evening snacks and day long tea coffee) for 05 days</p> <ul style="list-style-type: none"> <li>Per person Per Day food cost BDT 2000</li> </ul> <p>03 persons (foreign guests)</p> <ul style="list-style-type: none"> <li>Breakfast: 5 days (Per person Per Day cost BDT 250)</li> <li>Dinner: 5 days (Per person Per Day diner cost BDT 1500)</li> </ul> <p>- This training is non-residential i.e. training participants will not be staying in training venue at night. Only foreign trainers will be staying.</p> <p>- All the caterings will be arranged in BIBM as per organization practices</p>	<ul style="list-style-type: none"> <li>Breakfast: 150 no's/BDT 250 each</li> <li>Lunch: 185 no's/BDT 1200 each</li> <li>Dinner: 150 no's/BDT 1200 each</li> <li>Morning snacks: 185 no's/BDT 400 each</li> <li>Evening snacks: 180 no's/BDT 400 each</li> <li>Day long tea coffee: 175 no's/BDT 50 each</li> </ul> <p>-Quantity of food item is different under different categories due to consideration of additional guests in opening and closing session of the program</p> <p>-All the caterings will be arranged in BIBM as per organization practices</p>

**Special Note:**

- The prices, items, quantity and specifications are subject to be customized as per the project requirement withing the contact amount and to be agreed by the Service Provider.

**2. Design and supply of communication materials:**

**Table 3**

Breakdown Description	Quantity	
	Training 1	Training 2
1. File cover (laminated paper and multiple colored) Maximum BDT 150/per file	30	40
2. High quality gel pen (Pilot Hi Tecpoint V5 RT Ball Pen Grip)	30	40
3. Pocket notebook-100 pages (50 sheets) (4*5.5 inches, 110 GSM off-white cartridge paper (blank), Stitch binding)- Maximum BDT 100/per piece	30	35
4. Well-designed diary - Maximum BDT 250/per piece <ul style="list-style-type: none"> <li>6*7.5 inches</li> <li>150 pages (75 sheets)</li> <li>110 GSM off-white cartridge paper (color logos printed)</li> <li>4 pages writeup in laminated paper</li> </ul>	30	35



• Well quality covered with logo ambushed		
5. Training bags (original leather) with text and logos printed/ambushed. Laptop bag, hanging from shoulder - Maximum BDT 3000/per bag	30	35
6. Water mug (Bone China. Golden Colored Rim) and jar with GCA logo printed - Maximum BDT 1400/per mug and jar	30	35
7. Standard Training materials (marker/board/Paper. etc.) - BDT 8000 per training	Lum Sum	Lum Sum
8. PVC banner for training program 16' x 10' Maximum BDT 4000/per piece	1	1
9. Badge for participants with lace	Not required	30
10. Pen drive (PNY Duo Link 64 GB USB 3.2 Type-C Dual Pen Drive)	30	35
11. Certificate printed for participants with wooden photo frame Maximum BDT 800/per certificate with frame	20	30
12. Standard gift items for best performers and guests during the training - BDT 15,000 for per training	Lum Sum	Lum Sum
13. Standard gift items for participants in the closing ceremony (from acceptable shops/supplier) BDT 1200/per person	25	35
14. Printing of training module BDT 50000 for per training	Not required	Lum Sum
15. Any other materials/printings required for the program, arrangement costs of day long preparatory session and agreed within budget BDT 50000 for per training	Lum Sum	Lum Sum

### 3. Honorarium and Transport arrangement:

**Table 4**

Breakdown Description	Quantity	
	Training 1	Training 2
1. Transport arrangement from/to airport to training venue for participants/resource persons by Toyota Sedan, Model Year 2020+		
(a) Airport to Training venue	02 car	Not required
(b) Training venue to Airport	02 car	Not required
2. Honorarium of training participants as per Government Circular (Ref. 07.00.0000.172.33.005.13.188 dated June 07 2018) - BDT 1000/per person Per day	100 No's (20 persons*5 days)	150 No's (30 persons*5 days)
3. Standard Honorarium for program guests (Special/Chair. Etc.) - BDT 5000/per person	5 persons	5 persons
4. Standard Honorarium for guest lecturers/resource persons - BDT 5000/per person	6 persons	5 persons



5. Standard Honorarium for trainers - BDT 5000/per person	Not Required	25 persons
6. Documentation, Report Writing and Evaluation at BIBM BDT 11250/per training	Not Required	Lum sum
7. Coordination Cost at BIBM BDT 75000/per training	Lum sum	Lum sum
8. Administrative cost at BIBM BDT 125,000/per training	Lum sum	Lum sum

#### Special Provision:

- All proposed items must be reasonably priced in line with prevailing market rates and must meet the quality standards and specifications acceptable to GCA. If the samples are not as per standard, GCA will have the right to suggest the preferred one.
- The total contract value shall be considered a lump-sum ceiling, and is not fixed per budget category or cost head (e.g., Venue Preparation and Logistics, Design and Supply of Communication Materials, Honorarium and Transport). The GCA reserves the right to reallocate the budget across these categories based on evolving program needs, provided the total contract amount remains unchanged. Any such adjustments to item types, quantities, specifications, or budget distribution will be communicated to the selected service provider in a timely manner.
- The event management firm shall deliver all the cost items in actual purchase price and requirements. A professional fee can be charged for the services (% of the actual cost) to be delivered as per the TOR and as per the discretion of the Service Provider. No additional staff costs or transport costs will be charged.

## 5. Expected Outcome and Deliverables

The payment for the firm/organization will be made in instalments upon delivery and approval of deliverables, as demonstrated in the table below.

Table 5

Deliverables	Payment	Duration
<b>Signed contract</b>	Payment # 1: Advance payment of 30% of contract value, as well as submission of official invoice to GCA	July 2025- February 2026
<b>Successful arrangements of Training 2</b>	Payment # 2: 30% of the contract value upon successful completion of Training 1 and submission of all associated invoices reflecting all costs incurred for that training, as well as submission of official invoice to GCA	
<b>Successful arrangements of the events (Phase III)</b>	Payment # 3: Actual amount, and not exceeding the total contract value, based on successful completion of Training 2 and submission of all associated invoices reflecting all costs incurred, as well as submission of official invoice to GCA.	





## **6. Qualifications of the firm/organization**

The minimum qualifications of the event management firm/organization will be:

- At least 2 years of experience in events management and support (design, organizing, managing, and implementing high-level national & international conferences/ events), which may also include coordination with media.
- Proven expertise in graphic design, animation and branding of high-profile events including the development and placement of event branding materials in the venue.
- Proven track record in successful organization and management and content development of events such as conferences, training, workshops, etc.
- Documentation to demonstrate that the events management firm/organization meets the qualification requirements should be provided.
- Minimum 2 proofs of experience in managing large scale national/international events.



## Annex 4: Quotation Form

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

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

[Bidder's Name]			
Description		Unit of Measure	Total Lump Sum Fee
GCA-PR-25-767 - Event Management Services for Climate Finance Training in Bangladesh		Lump Sum	
Breakdown Description	Quantity	Unit Rate (EUR)	Total (EUR)
Venue preparation and logistics			
Design and supply of communication materials			
Honorarium and Transport arrangement			
Sub-total			
Management fee on Sub-total incl. AIT			
<b>Total Firm Fixed Price (EUR)</b>			

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):



## Annex 5: Breakdown of Budget Template

Breakdown Description	Unit	Quantity		Unit Rate (BDT)	Total (BDT)
		Training 1	Training 2		
<b>Venue preparation and logistics</b>					
1. Training Hall-BIBM	No of days	5	5	25000	
2. Accommodation	No of nights	15	150	2500	
3. Catering					
Breakfast	No	15	150	250	
Morning snacks	No	135	185	400	
Lunch	No	135	185	1200	
Evening snacks	No	135	180	400	
Diner-Foreign Guest	No	15	Not required	1500	
Diner-Training Participants	No	Not required	150	1200	
Day long tea coffee	No	135	175	50	
Sub total					
<b>Design and supply of communication materials</b>					
1. File cover	No	30	40		
2. High quality gel pen	No	30	40		
3. Pocket Notebook	No	30	35		
4. Well-designed diary	No	30	35		
5. Training bags	No	30	35		
6. Water mug and jar	No	30	35		
7. Standard Training materials (marker/board/Paper. etc.)	Lum Sum	1	1	8000	
8. PVC banner for training program 16' x 10'	No	1	1		



9. Badge for participants	No	Not required	30		
10. Pen drive-64 GB	No	30	35		
11. Certificate printed for participants with photo frame	No	20	30		
12. Standard gift items for best performers and guests in the closing ceremony (from Arong or other acceptable shops)	Lump sum	1	1	15000	
13. Standard gift items for participants in the closing ceremony (from acceptable shops/supplier)	No. of persons	25	35	1200	
14. Printing of training module	Lum Sum	Not required	1	50000	
15. Any other materials required and agreed within budget	Lump sum	1	1	50000	
Sub total					
<b>Honorarium and Transport arrangement</b>					
1. Transport arrangement from/to Airport-Training Venue at Mirpur					
(a) Airport to training venue	No. of vehicles	02	Not required		
(b) Training venue to Airport	No. of vehicles	02	Not required		
2. Honorarium of training participants as per Government Circular (Ref. 07.00.0000.172.33.005.13.188 dated June 07 2018)	No. of persons	100	150	1000	
3. Standard Honorarium for program guests (Special/Chair. Etc.)	No. of persons	5	5	5000	
4. Standard Honorarium for guest lecturers/resource persons	No. of persons		5	5000	
5. Standard Honorarium for trainers	No. of persons	Not required	25	5000	
6. Documentation, Report Writing and Evaluation at BIBM	Lum sum	Not required	1	11250	
7. Coordination Cost at BIBM	Lum sum	1	1	75000	
8. Administrative cost at BIBM	Lum sum	1	1	125000	



Sub total					
Total					
Management Fee				%	
<b>Total including Management Fee (BDT)</b>					
AIT 10% on <b>Total including Management Fee (BDT)</b>					
<b>Total Firm Fixed Price (BDT)</b>					
Exchange Rate 125 TK/1 Euro (For evaluation purpose only. The actual payment will be based on prevailing Euro Rate)					
<b>Total Firm Fixed Price (Euro)</b>					



## Annex 6: Purchase Order (template)

### Global Center on Adaptation

Antoine Platekade 1006

3072 ME Rotterdam

The Netherlands

+31 88 088 6800

[procurement@gca.org](mailto:procurement@gca.org)

[www.gca.org](http://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-2X-XXX

### Delivery Information:

Bill to: Antoine Platekade 1006, 3072 ME Rotterdam, The Netherlands

Ship to: [Shipping address]

Delivery date: [Delivery date]

### Details:

No.	Description	Qty	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](mailto: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
4. Quotation Form

**Contact person:**

- **Technical:** Name of GCA staff, Email address
- **Contract management:** Procurement Team, [procurement@gca.org](mailto: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

- 1.1 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.
- 1.2 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

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.

- 2.9 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

- 3.1 Invoicing for the Services will be carried out by Contractor in accordance with the schedule outlined in the Purchase Order.
- 3.2 All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable.
- 3.3 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.
- 3.4 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.
- 3.5 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](mailto:finance@gca.org).
- 3.6 Invoices of the Contractor shall be paid by GCA within 30 days.

## ARTICLE 4

### Deliverables

- 4.1 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.
- 4.2 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.





- 4.3 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:
- 4.3.1 To repeat the procedure set out in Article 4.2; or
- 4.3.2 To engage a third party with equivalent industry experience to identify and rectify any defects, the costs of which shall be borne by the Contractor; or
- 4.3.3 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

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 Contractor warrants that the Services will be provided in accordance with all applicable laws, regulations and industry guidelines as applicable from time to time.
- 5.6 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

- 6.1 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).
- 6.2 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.
- 6.3 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.

- 6.4 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.
- 6.5 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.
- 6.6 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

- 7.1 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.
- 7.2 Contractor undertakes to use the data and information referred to in Article 7.1 only to perform the Services.
- 7.3 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.
- 7.4 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

- 8.1 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.
- 8.2 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, adaption and enjoyment of the Deliverables and of the GCA's rights therein and thereto.
- 8.3 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.

- 8.4 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.
- 8.5 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.
- 8.6 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

- 9.1 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:
- 9.1.1 Either Party, if the other Party has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;
- 9.1.2 Either Party, if the other Party is prevented by force majeure from complying with its obligations wholly or in part for a period of three months or more;
- 9.1.3 Either Party, if the other Party discontinues its business operations;
- 9.1.4 The GCA, if the Contractor, after a written demand from the GCA allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Purchase Order;
- 9.1.5 The GCA, if there is any doubt about the reliability and/or integrity of the Contractor, resulting from the screening process including but not limited to, for example, the condition that it has been determined that the Contractor has been involved in serious incidents or irregularities with previous employers and/or on previous assignments;

- 9.1.6 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.
- 9.2 Termination of this Purchase Order shall not affect the other rights and/or recovery possibilities of the Party terminating it.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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

- 10.1 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

- 11.1 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.
- 11.2 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



- 12.1 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.
- 12.2 Contractor hereby declares that it has not offered or given GCA staff any benefit in order to obtain this Purchase Order.
- 12.3 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.
- 12.4 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.
- 12.5 The Contractor and the GCA must always inform each other about:
- 12.5.1 Possible problems arising in the performance of this Purchase Order;
- 12.5.2 Relevant changes that can be expected in the relation to the Services or this Purchase Order.
- 12.6 Both Parties consent that this Purchase Order, may be signed electronically and such electronic signature shall be deemed valid.

### ARTICLE 13

#### **Applicable Law**

- 13.1 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.