



Draft Framework Agreement: Development Expert for Sustainable Sector Transformation (lot 2)

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs and Climate Policy, legally represented in this matter by Pauline Döll, Manager CBI/RVO on behalf of the Centre for the Promotion of Imports from developing countries (CBI), hereinafter referred to as the Contracting Authority,

and

2. [*Contractor's full name and legal form*], which has its registered office in ..., legally represented in this matter by [*and ...*] [*signatory's name*], hereinafter referred to as the Contractor,

WHEREAS:

1. The Contracting Authority wishes, in relation to the performance of services by an expert for Sustainable Sector Transformation (lot 2), to agree fixed terms for a certain period with 1 service provider;
2. To this end, the Contracting Authority wishes to conclude a Framework Agreement having a term of 2 years (Phase 1). At the end of Phase 1 a Go / No-Go decision will be taken by CBI on continuation with Phase 2 of the project. This decision will be based on CBI's assessment whether the expected outcomes of Phase 1 (see under 2.1 of the tenderdocument) have been reached well enough and if enough commitment among the stakeholders has been reached. In case of a Go-decision the Tendering authority has the unilateral option to extend the Contract with a period of 3 years. In case of a No-Go decision, the contract could be extended with the maximum of 1 year, to end all activities properly. This contract will hereafter referred to as 'the Framework Agreement', laying down the conditions applicable to all contracts for the performance of Services to be awarded by the Contracting Authority during said term(s);
3. An EU contract award procedure for the selection of a Party to this Framework Agreement has been conducted on the basis of the Tender Document, reference 202106137, and subject to the Public Procurement Act 2012;
4. The Contracting Authority has judged the Contractor's bid to be the most economically advantageous bid;
5. This Framework Agreement lays down the conditions that apply to all Further Agreements for the performance of Services that the Contracting Authority intends to award during the term of this Framework Agreement;

AGREE AS FOLLOWS:

A number of terms in this Framework Agreement are written with initial capitals. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018). In derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this Framework Agreement:

Tender Document: the Contracting Authority's document dated XXXX 2021, ref. 202106137, which describes and explains participation in the Framework Agreement for the performance of Services during a certain period, the tender procedure to be followed and the selection and award criteria.

Services: the work that the Contractor is to perform for the Contracting Authority under the terms of a Further Agreement concluded on the basis of this Framework Agreement for services by an expert for Sustainable Sector Transformation (lot 2).

Tender: the tender dated XXXX 2021, submitted by the Contractor on the basis of the Tender Document in the context of the EU contract award procedure dated XXXX 2021.

Further Agreement: the contract between the Contracting Authority and the Contractor on the basis of which the Contractor performs the Services during the term of this Framework Agreement.

Quotation: an offer to perform Services submitted by the Contractor to the Contracting Authority in response to a Request for Quotation under this Framework Agreement.

Request for Quotation: an invitation by the Contracting Authority under this Framework Agreement to the Framework Contractor to submit a Quotation for a public service contract.

1. Object of the Framework Agreement

- 1.1 During the term of this Framework Agreement the Contracting Authority may issue Requests for Quotation for contracts to perform the Services. In response to the Request for Quotation, the Contractor must submit a Quotation that is not less favourable than the Tender submitted by the Contractor. If the contract referred to in the Request for Quotation is awarded by the Contracting Authority to the Contractor on the basis of the award criteria for the further award, the Contractor must perform that contract in accordance with the conditions of this Framework Agreement. To this end, the Contractor must in that case conclude a Further Agreement with the Contracting Authority.
- 1.2 The following documents together form this Framework Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
 1. this document;
 2. the Memorandum of Information of XXXX 2021;
 3. the ARVODI 2018;
 4. the Tender Document;
 5. the Tender.
- 1.3 The Contracting Authority is entitled but not obliged to award contracts for the performance of Services during the term of this Framework Agreement. The Contractor cannot therefore claim any right whatsoever to be awarded contracts for the performance of Services during the term of this Framework Agreement.
- 1.4 The terms of this Framework Agreement apply in full to all Further Agreements concluded during the term of this Framework Agreement between the Contracting Authority and the Contractor concerning contracts for the performance of Services specified in a Request for Quotation, unless a Further Agreement expressly departs from this Framework Agreement.
- 1.5 A Further Agreement states the specific Services to which it relates and its duration.

2. Duration of the Framework Agreement

- 2.1 This Framework Agreement enters into force on [date].
It has an initial term of 2 years (Phase 1). At the end of Phase 1 a Go / No-Go decision will be taken by CBI on continuation with Phase 2 of the project. This decision will be based on CBI's assessment whether the expected outcomes of Phase 1 (see under 2.1 of the tender document) have been reached well enough and if enough commitment among the stakeholders has been reached. In case of a Go-decision the Tendering authority has the unilateral option to extend the Contract under the same conditions with a period of 3 years. In case of a No-Go decision, the contract could be extended under the same conditions with the maximum of 1 year, to end all activities properly, to be exercised unilaterally by the Contracting Authority.

The Contracting Authority must notify the Contractor in writing no later than 3 months before the expiry of the initial / then applicable term of the Framework Agreement if it intends to exercise its option to extend the Framework Agreement. If the Contracting Authority does not exercise its option to extend the Framework Agreement, it will end automatically upon expiry of the initial term referred to in the second sentence of this article.

- 2.2 Termination of this Framework Agreement for whatever reason does not affect rights and obligations resulting from Further Agreements. The terms of this Framework Agreement continue to apply to any Further Agreements remaining in force after this Framework Agreement has ended.
- 2.3 The duration of any Further Agreement awarded to the Contractor under this Framework Agreement will be stipulated in the individual Further Agreement for each contract for the performance of Services.
- 2.4 The contracting authority is entitled to terminate this framework agreement prematurely as soon as the maximum value of the contract is reached, without any further compensation. The contracting authority shall inform the Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

3. Awarding further agreements

- 3.1 The Contractor must submit a Quotation, having regard to the provisions of this Framework Agreement, within the number of working days as stated in the standard Request for Quotation. The Contracting Authority will not be required to pay to obtain a Quotation.
- 3.2 The Quotation, including the fee, must comply with and may not be less favourable than the Tender submitted.

4. Price and other financial provisions

- 4.1 The Tendering authority has estimated the maximum total value/amount of the Framework Agreement of EUR 300.000,- (phase 1: EUR 100.000,-, phase 2: EUR 200.000,- (exclusive of VAT), depending on the exact scope of the activities. The estimated values are an indication from which no rights can be derived. Also, the estimation per phase is an estimation. The division between phase 1 and phase 2 may change based on changed project needs and opportunities but the total budget stays within the total maximum amount of the Framework Agreement.
- 4.2 The Contractor may invoice in accordance with the arrangements in the Further Agreements. The invoice amount is based on the number of days/hours per assignment actually worked and the daily rate stipulated in the Further Agreement. All Further Agreements will state that the Contractor guarantees that the maximum total price referred to in the Further Agreement for the performance of the Services will not be exceeded.

- 4.3 It is expressly agreed that if the Contractor does not charge VAT but some or all of the Services are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question.
- 4.4 The price referred to in article 4.5 of this Framework Agreement relates to all Services to be performed by the Contractor under the Further Agreement in question. The rate is all inclusive, i.e. include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the usage of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing and local travel and local accommodation expenses. It does not include VAT. "Local" is in this case the country where the consultant is based.

In case your company is not located in Burkina Faso, you may, when carrying out assignments in Burkina Faso, invoice local expenses according the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced following at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (<https://icsc.un.org/>)

- This list is updated on a regular basis. DSA is NOT applicable for consultants living in Burkina Faso.
- 4.5 The agreed maximum or other rates are fixed and invariable for the duration of this Framework Agreement and Further Agreements concluded on the basis of this Framework Agreement.

Daily tariff in euro excluding VAT

- 4.6 Payment will be made once the Services performed in accordance with a Further Agreement have been received and accepted.

5. Contacts

- 5.1 The Contracting Authority's contact is Ms Tamara Flink. The Contractor's contact is XXX.
- 5.2 At least once per year, the contacts of the two Parties will hold consultations on the way in which this Framework Agreement is being implemented (interim evaluation(s)).
- 5.3 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts cannot make legally binding agreements on the Parties' behalf.

6. Time and place

- 6.1 The work relating to the Services specified in a Further Agreement will be carried out at the place(s) stipulated in the Further Agreement.
- 6.2 Each Party undertakes to give the other Party's Staff access to the place where the work relating to the Services specified in the Further Agreement must be performed and also to enable such Staff to perform the work in working conditions that reflect that Party's usual practice and in normal office hours. The Parties undertake to instruct their Staff to abide by the house, security and confidentiality rules applicable at the place where the work is to be carried out.

7. Other Terms and Conditions

- 7.1 This Framework Agreement and a contract for the performance of Services in accordance with a Further Agreement are governed exclusively by the ARVODI 2018 (*already in the Parties' possession*), in so far as this Framework Agreement does not depart therefrom. Any general and special terms and conditions drawn up by the Contractor do not apply.

8. Declaration of integrity

The Contractor affirms that it has not offered or given members of the Contracting Authority's Staff any benefit in order to be selected to be party to this Framework Agreement or in order to obtain Further Agreements for the performance of Services, nor arranged for them to be offered or given any such benefit, nor will it offer or give any such benefit or arrange for any such benefit to be offered or given. It undertakes not to do so in the future with a view to inducing any members of the Contracting Authority's Staff to perform or refrain from performing any act.

9. Final provisions

- 9.1 Any derogations from this Framework Agreement or a Further Agreement are binding only if they have been expressly agreed by the Parties in writing.
- 9.2 Any written or oral agreements previously made by the Parties about the award of contracts for the performance of Services, whether under a Further Agreement or not, are nullified by the signature of this Framework Agreement.

Done and signed in duplicate stated below and signed in duplicate.

The Hague, [date] 2021

[place, date] 2021

For the Minister of Economic Affairs
And Climate Policy, on behalf of
Pauline Döll, Manager CBI of the
Netherlands Enterprise Agency (RVO),

[Contractor's name]

Jan van Putten
Team Manager Procurement Office

[signatory's name and position]