

Model Contract
Semarang Urban Flood Resilience
ref.nr. D2B21RI05

The undersigned:

1. **Invest International Public Programmes B.V.**, which has its registered office in The Hague, registered with the Chamber of Commerce under registration number 83526617, legally represented in this matter by Mr. B. Younan, Regional Team Manager Asia & Latin America hereinafter referred to as 'the Contracting Authority',
and
2. **Contractor's full name and legal form**, which has its registered office in ..., registered with the Chamber of Commerce under registration number ..., legally represented in this matter by ... (and ...) [*signatory's name*]

hereinafter referred to as 'the Contractor',

also jointly referred to hereinafter as 'the Parties',

WHEREAS:

- The Contracting Authority wishes to conclude an Agreement with fixed terms with a service provider for the completion of the studies for the Develop2Build project (D2B) Semarang Urban Flood Resilience
- The Contracting Authority has published a tender document for this purpose;
- The Contractor submitted a tender on [*day month year*];
- The Contracting Authority has awarded the Contract to the Contractor based on this tender;
- The Contractor has sufficiently familiarised itself with what the Contracting Authority wishes to achieve;
- The Parties wish to lay down the ensuing legal relationship in a written Contract.

AGREE AS FOLLOWS:

A number of terms in this 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). By way of derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this Agreement:

Contractor: a tenderer selected to be party to the Agreement for the performance of Services relating to [*the work as defined in the tender documentation*].

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

Request for Quotations: an invitation by the Contracting Authority under this Agreement to all Tenderers to submit a Quotation for a contract.

Services: the work that the Contractor is to perform for the Contracting Authority under the terms this Agreement, and relating to [\[the work as defined in the tender documentation\]](#).

Tender: the tender dated [\[date\]](#), ref. ..., submitted by the Contractor on the basis of the Tender document in the context of the EU award procedure of [\[date\]](#), ref.

Tender document: the Contracting Authority's document dated 29 July 2022, D2B21RI05, which describes and explains participation in the Agreement for the performance of Services during a certain period, the tender procedure to be followed and the selection and award criteria.

1. Object of the Agreement

- 1.1 The Contracting Authority hereby commissions the Contractor to perform services as described in the tender submitted by the Contractor on [\[date\]](#) (ref. ...) based on the tender issued by the Contracting Authority on 29 July 2022 (ref. D2B21RI05), in so far as this Contract does not contain any provisions to the contrary. The Contractor hereby agrees to perform these Services.
- 1.2 The following documents together form the Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
 1. this document;
 2. the ARVODI 2018;
 3. the Tender document;
 4. the tender;
 5. [\[...\]](#).
- 1.3 The results of the Services will be delivered in the form of or concluded with the submission of a final report. The final report will in any event contain a description of the results achieved, the methods and techniques used to generate them, and the conclusions derived from them. The final report must be written in English. The final report must be submitted in electronic form.
- 1.4 The final report will be preceded by draft reports. The draft reports will be written in English.

2. Duration of the Agreement

- 2.1 This Agreement enters into force on the date that it is signed by the Parties.
- 2.2 This Agreement has a Contract period of XX months

3. Price and other financial provisions

- 3.1 The Agreement states that the Contractor must perform the Services specified in the Agreement for a fixed total price
- 3.2 The price referred to in article 3.1 of this Agreement relates to all Services performed by the Contractor. It includes any materials needed for that purpose, any travel and accommodation costs and any additional charges including applicable VAT.
- 3.3 The agreed rates are fixed and invariable for the duration of this Agreement.

3.4 The Contractor may invoice according to the milestones that have been achieved for Services that have been accepted by the Contracting Authority in accordance with the Disbursement Schedule accompanying this Agreement. Approval by the Contracting Authority shall be done within 30 calendar days after submission of the Contractor's request.

3.5 Payment will be made as follows:

- a sum of €...(excluding VAT) as set out in the disbursement schedule XX;
- a sum of €...(excluding VAT) as set out in the disbursement schedule XX;
- the remainder will be paid after the results of the Services have been accepted.

The following payment schedule applies:

- Advance Payment: not higher than 15% of the total value of Phase 1, payable after Contract signing;
- Interim Payments: a maximum of 4 payments, according to the approved Disbursement Schedule, based on a proposition of the Contractor;
- Final Payment: not lower than 10% of the total Contract value, payable after completion and acceptance of the full assignment by the Contracting Authority. The remainder will be paid after the results of the Services have been accepted.

3.6 Invoices by the Contractor must be submitted electronically in the manner prescribed in the tender document.

3.7 Invoices are to be submitted in pdf format to ops-infra@investinternational.nl with reference to the number: D2B21RI05

Should you have any questions or problems when submitting invoices, please refer to ops-infra@investinternational.nl.

3.8 The paragraph concerning e-invoicing also applies to companies located outside of the Netherlands.

3.9 The Contractor will claim expenses which are eligible for reimbursement under the Contract, less the VAT it has already paid on those expenses. The Contractor may charge the applicable VAT rate on that net amount to the Contracting Authority.

4 Contacts

4.1 The Contracting Authority's contacts are Jeroen Bakker, Jeroen.bakker@investinternational.nl and Laura Scheske, laura.scheske@investinternational.nl

The Contractor's contact is <name>

4.2 Notwithstanding the provisions of article 2.1 of the Terms of Conditions of Invest International, the contacts named above cannot make legally binding agreements on the Parties' behalf.

5 Time and place

5.1 In principle, the work relating to the Services specified in the Agreement will be carried out in Indonesia.

6 Other Terms and Conditions

- 6.1 This Agreement for the performance of Services are governed exclusively by the ARVODI 2018, in so far as this Agreement does not depart from them. These have been sent along with the request for quotation. Any general and special terms and conditions drawn up by the Contractor do not apply.
- 6.2 Contractor shall report to Invest International on the progress of the Services as often and in such a manner as Invest International deems necessary, the Contractor must in any event submit a progress report to Invest International's contact every 3 months, in a format to be discussed between the Parties. The Contractor will also submit reports specified by Invest International, as often as Invest International demands.
- 6.3 The Contractor indemnifies the Contracting Authority against any claims by any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, whether originating in the Netherlands or outside the Netherlands, to the maximum amount as stated in cl. 21.3 ARVODI 2018.
- 6.4 It is possible that the services specified in the Contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.
- 6.5 Article 21 ARVODI 2018 applies to this contract with the following extension: with a limitation period of 5 years after the completion of the Services agreed by both parties.
- 6.6 Article 27.4 ARVODI 2018 applies to this contract with the following extension: in compliance with the provisions of the GDPR.

7 User rights

The Contractor grants the Contracting Authority and the City of Semarang a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Service or have them published or reproduced, which right the Contracting Authority accepts, such in the widest possible sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Contract is signed.

This thus includes the results of the study (i.e. the deliverables) as well as the underlying data and calculations.

8 Declaration of integrity

- 8.1 The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff any benefit in order to obtain this Agreement or in order to obtain an Agreement for the performance of Services, nor arranged for them to be offered or given any such benefit. It undertakes not to do so in the future with a view to inducing members of the Contracting Authority's Staff to perform or refrain from performing any act.

9 Final provisions

- 9.1 Any derogations from this 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 are nullified once this Agreement has been signed.
- 9.3 The Agreement is exclusively governed by Dutch law.
- 9.4 All disputes arising from the Agreement will only be submitted to the competent court in The Hague, on the understanding that Invest International has the right to submit claims against the Contractor to other courts that are competent under national or international law and treaties.

Done and signed in duplicate.

The Hague, *[date]*

[Place and date],

Invest International Public Programmes B.V.,

[Contractor's name],

B Younan
Regional Team Manager Asia

[signatory's name]
[signatory's position]

Attachments

- Disbursement Schedule