

Model Agreement D2B Project Khulna, Bangladesh

[Colophon/side notes]

Public service contract for D2B Project Khulna, Bangladesh**The undersigned:**

1. Invest International Public Programmes B.V., registered with the chamber of commerce under number 83526617, which has its registered office in The Hague, legally represented in this matter by, <signatory's position>,

hereinafter referred to as the Contracting Authority,

and

2. *Contractor's full name and legal form*, registered with the chamber of commerce under number ..., which has its registered office in ..., legally represented in this matter by ... [and ...] [*signatory's name*],

hereinafter referred to as the Contractor,

WHEREAS:

- The Contracting Authority wishes, for the completion of the studies and technical assistance for the Develop2Build project (D2B) to strengthen the capacity of 14 RRs in Bangladesh to agree fixed terms for a certain with one service provider;
- 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:

To this order are declared exclusively applicable the General Government Terms and Conditions for Public Service Contracts 2018, version (ARVODI 2018). These have been sent along with the request for quotation.

1. Object of the Contract

- 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 [*date*] (ref. XX),

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 are an integral part of this Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:

1. This document including Schedules;
2. The ARVODI 2018;
3. Memorandum of Information;
4. The Tender Documents;
5. The tender issued by the Contractor to the Contracting Authority on [date], ref ...

- 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. Formation and duration of the Contract

- 2.1 This Contract is formed once it has been signed by both Parties. This Contract comes into effect on <.....> 2022 and has Contract period of 15 months.

- 2.2 The agreed services must be completed within 15 months after signing the contract

3. Price and other financial provisions

- 3.1 The Contractor will perform the Services for a fixed aggregate fee of €... as further detailed in Schedule 3 (excluding VAT and including travel, accommodation and any other costs).

The Contractor may invoice according to the milestones that have been achieved for Services that have been accepted by the Contracting Authority. Approval by the Contracting Authority shall be done within 14 calendar days after submission of the Contractor's request.

- 3.2 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.
- 3.3 The fee covers all Services to be performed by the Contractor under this Contract, plus any materials needed or travel costs for this purpose.
- 3.4 The agreed rates are fixed and invariable during the term of this Contract.

3.5 Payment will be made as follows:

- a sum of €...(excluding VAT) as set out in the disbursement schedule [2];
- a sum of €...(excluding VAT) as set out in the disbursement schedule [2];
- 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 Contract value, payable after Contract signing;
- Intermediary Payments: according to the approved Disbursement Schedule, based on a proposition of the Tenderer;
- Final Payment: not lower than 10% of the 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 Invoicing by the Contractor must submit invoices electronically in the manner prescribed in the tender document.

3.7 The Contractor must send the invoices electronically - in pdf per mail - to:
invoices@investinternational.nl,
PO (purchase order) number: <<PO number>>

For questions regarding e-invoicing, please contact:
procurement@investinternational.nl

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

4. Contacts

4.1 The Contracting Authority's contact is Maurits Bosman
The Contractor's contact is XXXXXX

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

In principle, the work related to the Services will be performed in Bangladesh.

6. Other Terms and Conditions

6.1 This Contract is governed exclusively ARVODI 2018. These have been sent along with the request for quotation. In so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract.

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.

7. Declaration of integrity

The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff any benefit in order to obtain the contract 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 any members of the Contracting Authority's Staff to perform or refrain from performing any act.

8. User rights

The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, 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.

9. Final provisions

- 9.1 Any derogations from this Contract 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 Services that are the object of this Contract are nullified by the signature of this Contract.

{SIGNATURE PAGE TO FOLLOW}

Done and signed in duplicate.

The Hague,
[date]:

[place],
[date]:

Invest International Public Programmes B.V.

[name Contractor]

H.JM Oorthuizen
CEO Invest International

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

Attachments:

Schedule 1

Government Terms and Conditions for Public Service Contracts 2018, version (ARVODI 2018)

Schedule 2

Disbursement schedule

Schedule 3

Budget breakdown