

Concept Agreement

between

Invest International Public
Programmes B.V.

and

<Name Contractor>

concerning

Consultancy Services for the Detailed Project
Design, Supervision Training, and Sediment
Management Plan for the Flood Protection
Project in Gelephu Town – Bhutan –
DRI22BH01

The undersigned:

1. Invest International Public Programmes B.V., a private company with limited liability, incorporated under the laws of The Netherlands, with has its registered office in The Hague, The Netherlands and its offices at Bezuidenhoutseweg 12, 2594 AV, The Hague, The Netherlands, registered with the Dutch Chamber of Commerce under registration number 83526617, duly legally represented in this matter by Mr. B. Younan, Regional Manager Asia and Latin America, hereinafter referred to as “Contracting Authority”;

and

2. <Name Contractor>, located at <name of place>, with Chamber of Commerce number: <registration number> represented by Mr/Mrs <First name> <Surname>, <Function>, hereinafter referred to as “Contractor”

collectively referred to as the Parties

CONSIDERING THAT:

1. The Contracting Authority has a need for consultancy services for the detailed project design, supervision training, and sediment management plan for the flood protection project in Gelephu Town – Bhutan, hereinafter named as “Assignment”;
2. For this Assignment the Contracting Authority has organized a European public tender process, published at 6 March 2023;
3. <...name of company...> has submitted a proposal on <...day/month/year...>;
4. <...name of company...> has made itself sufficiently aware of what the Contracting Authority wishes to achieve by means of the Agreement;
5. The Contracting Authority has awarded the Agreement to the Contractor;

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Several terms in this Agreement are capitalized. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018).

Article 1. Object of the Agreement

- 1.1 The Contracting Authority grants Contractor the Assignment to perform consultancy services for the detailed project design, supervision training, and sediment management plan for the flood protection project in Gelephu Town – Bhutan in accordance with the Tender Documents published by the Contracting Authority on the TenderNed platform dated 6 March 2023 with reference A03.003.2023 (Appendix 1) and the Proposal submitted by the Contractor dated <...date...> with reference <reference> (Appendix 4). The Contractor hereby accepts this Assignment, to the extent that this Agreement does not deviate from this.
- 1.2 To the extent that these documents contradict each other, the document referred to earlier shall prevail over the document referred to later:
 1. this Agreement;
 2. the processing agreement;
 3. the verification report;
 4. Memorandum (memoranda) of Information dated <date> and dated <date>;
 5. Tender Guidelines with reference A03.003.2023, Appendices included;
 6. Arvodi 2018
 7. the Proposal issued by Supplier to the Contracting Authority dated <date>, with reference <reference>.
- 1.3 Parties will hold further consultations about the form in which the final report will take place. The final report shall in any case state that the Contracting Authority is the copyright holder.

Article 2. Conclusion, duration, and termination of the Agreement

- 2.1 The agreed Assignment shall be provided during the period from 1 June 2023 to 1 June 2026 with an option, exercisable unilaterally by the Contracting Authority, to extend this Agreement under the same conditions for a period of two (2) times one (1) year.
- 2.2 The Contracting Authority shall notify Contractor in writing no later than three months prior to the expiration of the initial / then applicable term of the Agreement in writing if The Contracting Authority exercises the extension option. If the extension option is not exercised by the Contracting Authority, the Agreement will end by operation of law after the expiry of the period referred to in the first sentence of this article / applicable at that time.

Article 3. Price and other financial provisions

3.1 Disbursement schedule:

The Disbursement Schedule presented in this paragraph and in the table below, describes the disbursement for the Agreement under DRIVE project 'consultancy services for the detailed project design, supervision training, and sediment management plan for the flood protection project in Gelephu Town – Bhutan' with project number DRI22BH01, given the total DRIVE disbursement for this contract of EUR 400,000 upon full delivery on and compliance with all conditions precedent (CP's) and subsequent conditions of the D2B Administrative Decision.

Payment nr.	Amount in EUR	CP (Condition Precedent)	Comments
1	EUR 40,000 (10% of total budget EUR 400,000)	1. Inception report	Payment 1: 10% of the total contract value (Cum.: 10% of total contract value) Estimated Time: 1 month after the contract start date
2	EUR 80,000 (20% of total budget EUR 400,000)	2. Detailed design, ESIA/ESMP, bidding documents 3. Capacity needs assessment and capacity building action plan	Payment 2: 20% of the total contract value (Cum.: 30% of total contract value) Estimated Time: 3 months after the contract start date
3	EUR 80,000 (20% of total budget EUR 400,000)	4. Sediment Management Plan, O&M capacity needs assessment, and action plan	Payment 3: 20% of the total contract value (Cum.: 50% of total contract value) Estimated Time: 12 months after the contract start date
4	EUR 60,000 (15% of total budget EUR 400,000)	5. Completion report for supervision (5.1) and O&M capacity building activities (5.2)	Payment 4: 15% of the total contract value (Cum.: 65% of total contract value) Estimated Time: 18 months from contract start date
5	EUR 60,000 (15% of total budget EUR 400,000)	6. Semi-annual progress report 1 and 2 (incl. site visit report)	Payment 5: 15% of the total contract value (Cum.: 80% of total contract value) Estimated Time: during 1st year of construction of works
6	EUR 60,000 (15% of total budget EUR 400,000)	7. Semi-annual progress report 3 and 4 (incl. site visit report)	Payment 6: 15% of the total contract value (Cum.: 95% of total contract value) Estimated Time: during 2nd year of construction of works
7	EUR 20,000 (5% of total budget EUR 400,000)	8. Final Report	Payment 7: 5% of the total contract value (Cum.: 100% of total contract value) Estimated time: 2 months after taking-over of the works

3.2 Contractor shall perform the Assignment at a fixed total price. This fixed total price amounts to € 400,000 (including and including travel, accommodation, and any other costs).

- 3.3 The price includes all taxes, levies or duties not specified herein, which are or will be levied in or outside the Netherlands, by a country or part of a country (which has the power to levy taxes independently).
- 3.4 The price includes any transaction and/or currency and/or other charges payable by the Contractor on account of exchange of charges incurred by the Contractor in other currencies to Euro or vice versa.
- 3.5 The price relates to the Assignment to be performed by the Contractor in the context of this Agreement and any materials required for this purpose.
- 3.6 The Contractor shall invoice electronically (i.e., by mail) monthly at the end of the month. The Contractor sends the invoice/invoices to: invoices@investinternational.nl, which must be accompanied by a timesheet approved by the responsible Invest manager. Only e-invoices will be processed and paid. To process the invoices as good and as quickly as possible, the invoice must meet the following criteria:
- The attached invoice is in PDF format;
 - One invoice per PDF;
 - Only one invoice will be attached to each email.
- 3.7 The invoice shall contain at least the following information:
- a. Invoice number;
 - b. Invoice date;
 - c. Contractor's name and address;
 - d. Contractor's chamber of commerce (CoC) number;
 - e. Contractor's VAT identification number;
 - f. Contractor's full bank details (IBAN, and for parties outside the Netherlands also BIC and Intermediary bank details).
 - g. The Assignment provided, with the correct numbers;
 - h. Date on which the Assignment took place;
 - i. The taxable amount for each rate or exemption, the unit price excluding VAT, as well as any prepayment discounts and other rebates if not included in the unit price;
 - j. The amount the Contractor charge, excluding VAT;
 - k. The VAT rate the Contractor charge;
 - l. The amount of VAT to be paid;
 - m. Name and address details of Invest International Public Programmes B.V.;
 - n. Cost center 130.02 Invest International Public Programmes;
 - o. VAT number (NL862901728B01) and KVK number (83517626) of Invest International B.V.
- An invoice that does not meet the above requirements will not be processed. If the Contractor has any questions or problems with the submission of the invoices, please report this to Procurement@investinternational.nl
- 3.8 The Contracting Authority shall pay an invoice that complies with the invoicing conditions as stated in article 3.7 of this Agreement within a period of 30 days from the invoice date to an account number specified by the Contractor. Invoices that do not meet the invoicing conditions will not be dealt with by The Contracting Authority. The Contractor will then receive the invoice in return with a request to correct the missing and/or incorrect data.
- 3.9 The Contractor shall declare any expenses that are eligible for reimbursement based on the Agreement, less any VAT already paid by him on those expenses. He is allowed to deduct the VAT already paid by him on those expenses. Contractor may charge the applicable VAT rate on that net amount.

Article 4. Contactpersons / Projectleaders

- 4.1 Contract owner for the Contracting Authority is Public Programmes B.V..
Contact Person for the Contracting Authority are Ms. Neeanne Balamiento (Investment Manager) and Mr. Koen Berentsen (Senior Investment Manager).
Contact Person for Contractor is < Mr/Ms First Name Surname>.
- 4.2 Notwithstanding the provisions of Article 10.2 of the ARVODI-2018, the contact persons shall not bind their Party.
- 4.3 Contractor shall report on the progress of the Assignment to The Contracting Authority as often and in the manner prescribed by the Agreement, or as deemed necessary by the Contracting Authority.

Article 5. Time and location

- 5.1 The Assignment will be carried out in at the place(s) stipulated in the ToR (Appendix 2).
- 5.2 Parties undertake to grant the personnel of the other Party access to the location where the work relating to the Assignment specified in the Agreement must be performed, as well as to enable these personnel to execute the Assignment under the working conditions customary with this Party during the regularly applicable office hours. Parties undertake to instruct their personnel to observe the house rules applicable at the place of performance.

Article 6. Other terms and conditions

- 6.1 This Agreement is exclusively governed by the "General Conditions of Government for the Provision of Orders for the Provision of Services 2018 (ARVODI-2018)" (Appendix 6), insofar as this Agreement does not deviate from them. The applicability of (any) general and special conditions of the Contractor is excluded.
- 6.2 In addition to the provisions of article 22 of the ARVODI-2018, the Contracting Authority may terminate this Agreement without any demand or notice of default, with immediate effect out of court by registered letter, in the following cases:
- if the Contractor has been irrevocably convicted under criminal law of discrimination within the meaning of articles 137c up to and including 137g and article 429 quater of the Dutch Penal Code, or;
 - if the Contractor's personnel have been irrevocably convicted under criminal law for discrimination within the meaning of articles 137c through g and article 429 quater of the Penal Code, and the person concerned is a member of an administrative, managerial, or supervisory body of the Contractor or has powers of representation, decision-making or control therein.
- In the cases referred to under a. and b., the right to dissolution will lapse three years after the relevant conviction has become irrevocable.
- 6.3 In addition to article 21 of the ARVODI-2018, the Contractor shall indemnify the Contracting Authority against any third-party claims for compensation of damage because of the shortcoming referred to in Article 21.3 of the ARVODI-2018. The scale of liability included in Article 21.3 of the ARVODI-2018 shall apply mutatis mutandis.
- 6.4 In addition to Article 24 of the ARVODI-2018, regarding information obtained from third parties for the execution of the Assignment under this Agreement, the intellectual property rights remain with these third parties. Contractor shall arrange appropriate rights of use for the Contracting Authority.
- 6.5 Article 19 of the ARVODI-2018 shall not apply.
- 6.6 In addition to article 24 of the ARVODI-2018, the following applies regarding publication.
The Contracting Authority is authorized to publish (parts of) the report. If the Contracting Authority decides to do so, it shall there by name the Contractor as the executing Party. If the Contracting Authority wishes to publish an explanation or commentary on the final report at the same time as it is published, it shall consult the Contractor about this in advance.

6.7 In addition to article 24 of the ARVODI-2018, it applies that the Contractor may use the data obtained through the execution of the Assignment may be used for scientific research and scientific education, except for privacy-sensitive data. In doing so, the Contractor does not act against the interests of the Contracting Authority. In case of doubt in this respect, the Contractor will consult with Contracting Authority in advance. If the Contracting Authority decides not to publish the results of the Assignment, the Contractor can request the Contracting Authority in writing to be allowed to publish the performances under his own management. Such permission must be given in writing and will not be refused without reasonable cause. The Contracting Authority may attach conditions to the granting of this permission.

Article 7. Right of use

7.1 The Contractor grants the Contracting Authority a non-exclusive, non-cancellable right for an indefinite period of time, equal to the right that the Contracting Authority accepts this right from the Contractor, to publish the results of the Assignment (or have it published) and to reproduce it (or have it reproduced), all in the broadest sense of the word, regardless of the manner of use or reproduction and regardless of whether this use or manner of reproduction was already known at the time the Agreement was signed.

Article 8. Conditions of non-policy-oriented research

8.1 General

- a. The Contracting Authority shall not use research methods developed in-house by the Contractor without the Contractor's permission.
- b. The Contracting Authority may always carry out (or have carried out) analyses or other processing of the research data itself or complete (or have completed) the research.

8.2 Transfer of ownership of research material

The Contractor will transfer to the Contracting Authority, at the same time as the Contracting Authority accepts as its property, all the materials received, purchased and/or produced and processed by the Contractor for the purposes of the investigation, to the extent that the Contractor is able to dispose of them and to the extent that data have been recorded on them which are part of the investigation. The delivery takes place by both Parties hereby declaring that the Contractor will keep the said material for the Contracting Authority. The material to be transferred as property will not include the material on which the addresses used for the purposes of the investigation have been recorded unless this material has been obtained through the intervention or on the instructions of the Contracting Authority.

Article 9. Preservation

- 9.1 Unless otherwise agreed in writing, the Contractor will keep the material referred to in article 8.2 of this Agreement for material at no cost to the Contracting Authority for a period of four years, commencing on the date the Agreement is signed.
- 9.2 Contractor will replace the aforementioned material free of charge for as long as he has it in his possession, if it has become wholly or partly unusable, has been destroyed or has been disposed of, for whatever reason, all this insofar as replacement is possible and desired by the Contracting Authority.
- 9.3 At the end of the four-year period, the Contractor will make the material available to the Contracting Authority or destroy it free of charge at the request of the Contracting Authority. If the Contractor does not notify the Contracting Authority of the expiry of the aforementioned period, the storage will be tacitly continued until such time as either Party gives written notice that it wishes to terminate the storage.

Article 10. Integrity Statement

10.1 Contractor declares that in the context of the award of this Agreement, he has not offered, given, arranged for the offer of, or caused the offer of, staff of the Contracting Authority to be offered, given, arranged for the offer of, or caused the offer of, or caused the offer of, any benefit whatsoever. Nor will it do so to induce persons employed by the Contracting Authority to perform or refrain from performing any act.

Article 11. Final provision

11.1 Deviations from this Agreement are only binding to the extent that they have been expressly agreed in writing between the Parties Agreed between the Parties in writing.

11.2 By signing this Agreement, any previous oral and written agreements made by Parties regarding the granting of Assignments, whether under a Further Agreement, will become null and void.

Thus, agreed and signed in duplicate,

The Contracting Authority
Invest International Public Programmes B.V.

Contractor
<Name Contractor>

On behalf of this,

Mr. B. Younan
Regional Manager Asia and Latin America
The Hague, <date>

<Name and Surname subscriber>
<Function subscriber>
<Place>, <date>

Appendices:

Appendix 1 Tender Document, Appendices included, dated 6 March 2023

Appendix 2 Terms of Reference (ToR)

Appendix 3 Memorandum/memoranda of Information, dated <datum>, <datum>

Appendix 4 Proposal Contractor, dated <date>

Appendix 5 Pricesheet

Appendix 6 Arvodi 2018



Let's get in touch. Together we build the sustainable markets of tomorrow.

Invest International
Malietoren | Bezuidenhoutseweg 12
2594 AV The Hague
The Netherlands

procurement@investinternational.nl

[+31\(0\)631675906](tel:+31(0)631675906)

investinternational.nl