

Concept Call Off Contract

Between

**Invest International Public
Programmes B.V.**

and

<name contractor>

concerning

**Lot 1: Consultancy for Public
Infrastructure Project Preparation**

The undersigned:

1. Invest International Public Programmes B.V., a private company with limited liability incorporated under the laws of The Netherlands, has its registered office in The Hague, and its principal place of business at Bezuidenhoutseweg 12, 2594 AV, The Hague, registered with the Dutch Chamber of Commerce under registration number 83526617 and legally represented by Lara Muller, Director Public Sector, hereinafter referred to as "**Contracting Authority**",

and

2. <Name Contractor>, located at <name of place>, with Chamber of Commerce number: <registration number> represented by <First name> <Surname>, <Function>, hereinafter referred to as "**Contractor**",

collectively referred to as the Parties

CONSIDERING THAT:

- The Contracting Authority concluded a Framework Agreement with the Contractor on <date> relating to the execution of Consultancy for Public Infrastructure Project Preparation,
- hereinafter referred to as "Consultancy Services" with reference: A01.004.2023 (hereinafter referred to as: the Framework Agreement), which applies to all Assignments issued by the Contracting Authority during the term of the Framework Agreement.
- The Contracting Authority requested the Contractor on <date> by means of the Request for Proposal dated <date> with reference <reference> to issue a Proposal in relation to the performance of <describe the services>. The Request for Proposal forms an integral part of this Call Off Contract.
- <name of company> has submitted a proposal on <date>.
- The Contracting Authority has awarded this Call Off Contract to the Contractor, based on the best value for money as described in the Request for Proposal.
- This Call Off Contract sets out the specific terms and conditions relating to the performance of the Services specified in the Request for Proposal.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:**Article 1. Applicable terms and conditions**

- 1.1 The provisions of the Framework Agreement shall apply to this Call Off Contract, to the extent not deviated from in this Call Off Contract. Where in this Call Off Contract terms are indicated with an initial capital letter, they will be given the meaning as stipulated in the Framework Agreement. Where the ARVODI 2018 mentions "Agreement" or "Contract", that term is replaced by "Call Off Contract" for the purposes of this Call Off Contract.
- 1.2 Conditions included in the Proposal (including price indexation, discount, guarantees) do not apply insofar as they are less favourable to the Contracting Authority than included in the Framework Agreement.
- 1.3 The terms of the Framework Agreement shall continue to apply if this Call Off Contract continues after the termination of the Framework Agreement.

2. Object of the Call Off Contract / further details of the requested Services

- 2.1 The Contracting Authority grants Contractor the Assignment to perform [<describe Assignment>](#) in accordance with the Request for Proposal (Appendix 1) and the submitted Proposal (Appendix 2). The Contractor hereby accepts this Assignment, to the extent not deviated from in this Call Off Contract.
- [<OPTIONAL>](#) The Services are subject to the following additions and/or amendments: [<additions/amendments>](#)
- 2.2 The expert team of the Contractor who shall execute the Assignment is specified in the Contractors Proposal (Appendix 2).
- 2.3 The Contractor's staff referred to in article 2.2 of this Call Off Contract will be required to complete the work as specified in the Request for [Proposal /TOR \(Appendix 1 or 8\)](#).
- 2.4 The following documents together constitute the Call Off Contract. To the extent that these documents contradict each other, the document referred to earlier shall prevail over the document referred to later:
1. this Call Off Contract [<contract number>](#)
 2. [Verification report](#) (Appendix 4)
 4. Memorandum ([memoranda](#)) of Information dated [<date>](#) and dated [<date>](#) (Appendix 5)
 5. Request for Proposal (RfP) with reference [<number>](#), including Appendices (Appendix 1)
 6. Framework Agreement [<contract number>](#) including appendices which includes ARVODI 2018
 7. Proposal issued by the Contractor to the Contracting Authority dated [<date>](#) (Appendix 2)
- 2.5 [<OPTIONAL>](#) 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 3. Conclusion, duration, and termination of the Call Off Contract

- 3.1 The agreed Assignment shall be provided during the period [<date>](#) to [<date>](#) with an option, exercisable unilaterally by the Contracting Authority, to extend this Agreement under the same conditions for a period of [<number>](#) (X) times [<number>](#) (X) year.
- 3.2 The Contracting Authority shall notify Contractor in writing no later than [<number>](#) (X) 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 4. Price and other financial provisions

In addition to the financial provisions of the Framework Agreement, the following applies:

4.1 Disbursement schedule:

The Disbursement Schedule presented in this paragraph and in the table below, describes the disbursement for the Agreement under the project '<name project>' with project number <project number>, given the total disbursement for this contract of EUR <amount> upon full delivery on and compliance with all conditions precedent (CPs) and subsequent conditions.

Payment nr.	Amount in EUR	CP (Condition Precedent)	Comments
1		CP1: xx CP2: xxxx CP3: xxxx	
2		CP1: xx,	
3			
4			
Total			

4.2 The minimum interval between two (2) payments in the disbursement schedule is three (3) months.

4.3 Contractor shall perform the Assignment at a fixed total price. This fixed total price amounts to € <amount> (including travel, accommodation, and any other costs) (Appendix 6).

OR

4.4 The Contractor shall invoice the actual number of consultancy days or hours spent per month based on the actual costs incurred at a daily or hourly rate of € <amount> (excluding VAT and including travel, accommodation, and any other expenses) (Appendix 6). **The Contractor shall charge a maximum of € <amount> (excl. VAT) and guarantees that this amount will not be exceeded.**

4.5 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).

4.6 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.

4.7 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.

4.8 The Contractor sends the invoice/invoices to: invoices@investinternational.nl, with a copy to <the responsible investment 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

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 centre 130.02 Invest International Public Programmes B.V.;
- o. The Invest International Call Off Contract number <contract number>;
- p. VAT number (NL862904602B01) and KVK number (83526617) of Invest International Public Programmes B.V.

4.9 Een 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 finance@investinternational.nl

4.10 The Contracting Authority shall pay an invoice that complies with the invoicing conditions as stated in article 4.8 of this Call Off Contract 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.

Article 5. Contact persons / Project leaders

5.1 The Contracting Authority's contact is <Name contact person>.

The Contractor's contact is <Name contact person>.

5.2 <OPTIONAL> Notwithstanding the provisions of Article 10.2 of the ARVODI 2018, the contact persons shall not bind their Party.

Article 6. Time and location

6.1 The Assignment will be carried out in at the place(s) stipulated in the ToR (Appendix 7).

6.2 Each Party takes its responsibility to give the other Party's staff access to the place where the work relating to the Services specified in the Agreement must be performed and to enable such staff to perform the work in working conditions that reflect that Party's usual practice and in normal office hours. Each Party takes its responsibility to instruct the staff to observe the rules applicable at the place where the work is to be carried out.

Article 7. Final provision

7.1 Any derogations from this Call Off Contract are binding only if they have been expressly agreed by the Parties in writing.

7.2 Any written or oral agreements previously made by the Parties about the award of Call Off Contracts for the performance of Services are nullified once this Call Off Contract has been signed.

Thus, agreed and signed in duplicate,

The Contracting Authority
Invest International Public Programmes B.V.

Contractor
<Name Contractor>

On behalf of this,

<Name Team leader>

<Name and Surname subscriber>

<Function>
The Hague, <date>

<Function subscriber>
<Place>, <date>

Appendices:

Appendix 1 Request for Proposal dated <date>

Appendix 2 Proposal Contractor dated <date>

Appendix 3 Data Processing Agreement

Appendix 4 Verification report

Appendix 5 Memorandum (memoranda) of Information dated <date> and dated <date>

Appendix 6 Pricesheet

Appendix 7 Terms of Reference (TOR)

CONCEPT



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

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