

Concept Framework Agreement

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:

1. The Contracting Authority has a need for Consultancy for Public Infrastructure Project Preparation, hereinafter referred to as "Consultancy Services" and wishes to make arrangements with the Contractor for this purpose for a certain period of time.
2. The Contracting Authority wishes to conclude a Framework Agreement for that purpose with a term of three (3) years with one (1) time an extension option of one (1) year (hereinafter: the Framework Agreement).
3. This Framework Agreement sets out the terms and conditions applicable to all Assignments for the provision of Consultancy Services during the term of this Framework Agreement awarded by the Contracting Authority to the Contractor.
4. For this Framework Agreement the Contracting Authority has organized a Restricted European Public Tender Procedure, published on 29 June 2023.
5. <...name of company...> has submitted a Request for Participation on <...day/month/year...> and a Proposal on <...day/month/year...>.
6. <...name of company...> has made itself sufficiently aware of what the Contracting Authority wishes to achieve by means of the Framework Agreement.
7. The Contracting Authority has awarded the Framework Agreement to the Contractor.
8. **In case of a Consortium:** The Lead Firm will be the single contractual counterpart to the Contracting Authority (for the Framework Agreement and for the Call Off Contracts) on behalf of the Beneficiary government, which shall be duly empowered to legally represent and engage all Consortium Members. Lead Firms are responsible for the management of the Framework Agreement with Consortium Members and for organizing and submitting Proposals under this Framework Agreement.

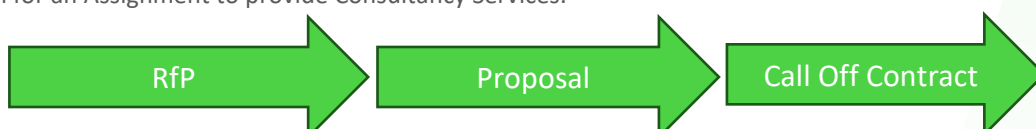
DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Several terms in this Framework Agreement are capitalized. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018). Notwithstanding or in addition to, the following terms are defined in this Framework Agreement:

Call Off Contract: Describes the specific Consultancy Services and the period for which the relevant Call Off Contract is entered into.

Proposal: A Proposal for the provision of Consultancy Services issued by the Contractor to the Contracting Authority under this Framework Agreement following a Request for Proposal.

Request for Proposal (RfP): An invitation by the Contracting Authority under this Framework Agreement to the Contractor to issue a Proposal for an Assignment to provide Consultancy Services.



Article 1. Object of the Framework Agreement

- 1.1 The Contracting Authority is entitled to issue RfP's during the term of this Framework Agreement for orders to provide Consultancy Services in accordance with the European Restricted Tender published on TenderNed on 29 June 2023 and <date> with reference A01.004.2023 (Appendices 1 and 2) and the Request for Participation (Appendix 5) submitted by the Contractor on <date> and the Proposal (Appendix 6) submitted by the Contractor on <date>, which Contractor hereby accepts, the foregoing to the extent not deviated from in this Framework Agreement.
- 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 Framework Agreement
 2. the verification report (Appendix 7)
 4. Memorandum (memoranda) of Information dated <date> and <date> (Appendix 4)
 5. Tender Documents (Selection document and Tender document) with reference A01.004.2023, Appendices included (Appendix 1 and 2)
 6. ARVODI 2018
 7. the Request for Participation submitted by the Contractor to the Contracting Authority on <date> (Appendix 5) and the Proposal (Award phase) submitted by the Contractor (Appendix 6) to the Contracting Authority on <date>
- 1.3 The Contracting Authority is not obliged, during the term of this Framework Agreement, to issue Assignments to perform Consultancy Services during the term of this Framework Agreement but is entitled to do so. Contractor therefore has no claim to obtain Assignments for Consultancy Services during the term of this Framework Agreement.
- 1.4 The terms of this Framework Agreement shall apply to all Call Off Contracts between the Contracting Authority and the Contractor concluded during the term of this Framework Agreement for Assignments to perform Consultancy Services as specified in the RfP's.

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

- 2.1 This Framework Agreement shall commence on 1 November 2023.
- 2.2 Call Off Contracts under this Framework Agreement shall be provided during the period from 15 November 2023 to 15 November 2026 with an option, exercisable unilaterally by the Contracting Authority, to extend this Framework Agreement under the same conditions for a period of one (1) time one (1) year. In total, including renewal options up to four (4) years.
- 2.3 The Contracting Authority shall notify Contractor in writing no later than six (6) months prior to the expiration of the initial / then applicable term of the Framework Agreement if the Contracting Authority wants to make use of the extension option. If the extension option is not exercised by the Contracting Authority, the Framework Agreement will end on 15 November 2026.
- 2.4 The Termination of this Framework Agreement shall not affect the rights and obligations of the Call Off Contracts. The conditions of this Framework Agreement shall continue to apply to all Call Off Contracts that continue after the termination of this Framework Agreement.
- 2.5 The duration of each Assignment will be determined in the Call Off Contracts.

2.6 The Contractor may terminate this Framework Agreement by giving hundred-twenty (120) days (or longer if permitted by law / regulation, in which case the parties shall negotiate in good faith on such longer term with each other)) written notice of termination in the event of a change: i) of laws and/or regulations, including rules of conduct and professional standards ii) applicable regulations or professional standards iii) or a change of circumstances, as a result of which the Contractor would be required to act in breach of the aforementioned laws or regulations, including rules of conduct and professional standards, with continuation of the services under the Agreement. So, these changes only applies when there is a change in law / regulation, not being a result of any (legal) act by the Contractor itself.

Article 3. Requests for Proposal (RfP)

3.1 The Proposal in response to the received RfP must comply with and may not be less favourable than the submitted Request for Participation and Proposal for this Framework Agreement.

Article 4. Price and other financial conditions

4.1 The disbursement schedule is part of the Call Off Contracts.

4.2 **In case of a Consortium:** Payments for Consultancy Services will only be done to the Lead Firm, which is responsible to organize respective payments to the Consortium Members.

4.3 The Contracting Authority will not pay separately for input-days related to contract management or administration of the Framework Agreement. It is the responsibility of the Contractor to address these in its internal budget divisions and that they are not subject to separate reimbursement or quote.

4.4 If Assignments under this Framework Agreement require travel expenditures and incidentals, these will be quoted specifically in a Proposal in response to a RfP and integrated in the Lumpsum budget of each Call Off Contract.

4.5 Further pricing conditions are mentioned in the RfP's and the Call Off Contracts.

4.6 The Contractor shall invoice electronically (i.e., by mail). The Contractor sends the invoice/invoices to: invoices@investinternational.nl with a cc. 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 B.V.;
- n. Cost centre 130.02 Invest International Public Programmes B.V.;
- o. The Invest International Public Programmes contract number A01.004.2023.
- p. VAT number (NL862904602B01) and KVK number (83526617) of Invest International Public Programmes B.V.

4.7 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 finance@investinternational.nl.

4.8 The Contracting Authority shall pay an invoice that complies with the invoicing conditions as stated in article 4.6 of this Framework 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.

Article 5. Contact persons

5.1 The Contracting Authority's contact is [<Name contact person>](#).

The Contractor's contact is [<Name contact person>](#).

5.2 At least once a year, consultation shall take place between the contact persons of the Parties regarding the performance of this Framework Agreement.

Article 6. Time and location

6.1 The time and location of each Assignment will be determined in the Call Off Contracts.

6.2 Each Party takes its responsibility to give the other Party's staff access to the place where the Consultancy Services as specified in the Call Off Contract must be performed.

Article 7. Other terms and conditions

7.1 This Framework Agreement and any Call Off Contracts under from this Framework Agreement, shall be exclusively governed by the "General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018)", insofar as this Framework Agreement does not deviate from them. The applicability of (any) general and special conditions of the Contractor is excluded.

7.2 In addition to the provisions of article 13 of the ARVODI 2018: "For the purpose of (the execution of) the Framework Agreement, the Contracting Authority and the Contractor may communicate with each other by electronic means and/or make use of electronic storage (including cloud applications), whereby the Contractor is permitted to provide confidential information to IT (cloud) service providers on a confidential basis and solely for the support of the Contractor's business operations. The Contractor remains responsible towards the Contracting Authority for the confidentiality of the confidential information by the IT (cloud) service providers concerned."

7.3 Article 14 of the ARVODI 2018 shall not apply.

7.4 Article 15.2 and 15.3 of the ARVODI 2018 shall not apply.

7.5 Article 19 of the ARVODI 2018 shall not apply.

7.6 In addition to the provisions of 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 as mentioned in paragraph 7.8 shall apply mutatis mutandis.

- 7.7 In addition to the provisions of article 21 of the ARVODI 2018, will the Contractor's liability lapse 5 years after completion or termination of the Call Off Contract.
- 7.8 The four (4) bullets of paragraph 21.3 of the ARVODI 2018 are not applicable. These will be replaced by the following text: "Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability is limited to three (3) times the call off contract value per event and the maximum value of six (6) times the call off contract for each year or part of a year that the Contract has been in force".
- 7.9 In addition to the provisions of article 22 of the ARVODI 2018, the Contracting Authority may terminate this Framework Agreement without any demand or notice of default, with immediate effect out of court by registered letter, in the following cases:
- a. 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;
 - b. 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.
- 7.10 In addition to the provisions of article 24 of the ARVODI 2018, it applies that the Contractor may use the data obtained through the execution of the Assignment 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.
- 7.11 Regarding article 26.2 of the ARVODI 2018, a copy of the mentioned insurance documents is sufficient.
- 7.12 In addition to the provisions of article 27.4 of the ARVODI 2018, "in compliance with the provisions of the GDPR", must be added to the last sentence.

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 at no cost to the Contracting Authority for a period of five (5) 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 reasonably technical possible and desired by the Contracting Authority acting reasonably.
- 9.3 At the end of the five (5)-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.
- 9.4 Only permitted as required based on applicable regulations, the Contractor is entitled to keep internal files in relation to the Assignment. The Contractor shall take appropriate measures to ensure the confidentiality and safe custody of the internal files and keep the files for the aforementioned period acceptable for proper professional practice and in accordance with statutory provisions and professional rules. The internal files are the property of the Contractor.

Article 10. Publication

- 10.1 In connection with the provisions of section 15b of the Copyright Act 1912 and section 8, subsection 2 of the Databases (Legal Protection) Act, the Contractor will make a reservation in respect of the research reports or the database under copyright or database law respectively.
- 10.2 In accordance with the provisions of article 24 of the ARVODI 2018, the following applies to publication: "Only the Contracting Authority is entitled to publish the reports. The Contracting Authority will cite the Contractor as the implementing organization. If the Contracting Authority wishes to publish explanatory notes or a commentary to coincide with the publication of the final report, it will consult the Contractor before doing so."
- 10.3 In addition to the provisions of article 24 of the ARVODI 2018, the following applies: "The Contractor is permitted to use the results of the Consultancy Services, except for privacy-sensitive information. In doing so, the Contractor must not act contrary to the Contracting Authority's interests. In case of doubt, the Contractor will consult with the Contracting Authority in advance."

Article 11. Declaration of integrity

- 11.1 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, 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 12. Non-solicitation

- 12.1 During the performance of the work and within one (1) year after termination of the Framework Agreement, the parties shall not employ or otherwise engage or negotiate with the other party's persons involved in the work, except with the prior express written consent of the other party, which consent shall not be withheld on unreasonable grounds.

However, it is permitted to employ or otherwise engage a person even if involved in (one of) the Assignment(s) if such person takes itself the initiative to apply for an employment at the other Party.

Article 13. Conflict of interest

13.1 When submitting a Proposal in response to a RfP, the Contractor is required to provide a statement of no conflict of interest to perform Consultancy Services, either to the Beneficiary government or to support the Contracting Authority's internal appraisal procedures. For sake of clarity, this does not prevent nor preclude any Contractor or firm in the Consortium to bid for any other Consulting Services (either under this Framework Agreement or directly with Beneficiaries when funded under D2B or DRIVE TA) for any preparation or feasibility study related to the Project; a particular situation is that if a Contractor act as consultant to any stakeholders in the preparation or development phase of a Project, the same Contractor cannot act as appraisal/reviewer for review studies and support in the drafting of the Contracting Authority internal DRIVE Appraisal for the same Project.

13.2 Pursuant to paragraph 13.1, the Contractor remains responsible to assess if a conflict of interest may occur when signing a Call Off Contract under this Framework, and the Contracting Authority shall not liable or responsible for Consultancy Services contracted under this Framework Agreement which may result in the impossibility for a Contractor to bid for other Assignments.

Article 14. Final provision

14.1 In addition to the provisions of article 22 of the ARVODI 2018, in the event of early termination of this Framework Agreement, the Contracting Authority may demand that the Contractor conclude¹ the Consultancy Services and transfer the results to the Contracting Authority or to a third Party designated by it in such a way that the research can continue unhindered.

14.2 Any derogations from this Framework Agreement are binding only if they have been expressly agreed by the Parties in writing.

14.3 The Framework Agreement is exclusively governed by Dutch law.

14.4 All disputes arising from this Framework Agreement will only be submitted to the competent court in The Hague.

Thus, agreed and signed in duplicate,

The Contracting Authority
Invest International Public Programmes B.V.

Contractor
<Name Contractor>

On behalf of this,

L. Muller
Director Public Sector
The Hague, <date>

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

¹ The contractor will complete any on-going Call Off Contract(s) at the time of termination (according to the term of that particular Call Off Contract), but no further Call Off Contracts will be issued since the Framework Agreement is terminated.

Appendices:

Appendix 1 Selection Document, published on <date>, including Appendices

Appendix 2 Tender Document (award phase), published on <date>, including Appendices

Appendix 3 Terms of Reference (ToR)

Appendix 4 Memorandum/memoranda of Information, dated <datum>, <datum>

Appendix 5 Request for Participation, dated <date>

Appendix 6 Proposal Contractor award phase, dated <date>

Appendix 7 Report verification meeting

CONCEPT

Invest International

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

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