Draft Framework Agreement (Arvodi 2018) relating to Experts for the execution of the Youth in horticulture project of CBI in Senegal
Lot 1/2/3
IUC number: 202403074

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of Economic Affairs and Climate Policy, legally represented in this matter by Ms. Judith Arends, Managing Director CBI of the Netherlands Enterprise Agency (RVO), hereinafter referred to as the Contracting Authority,

and

2. [*Contractor's full name and legal form*],
which has its registered office in …, legally represented in this matter by
... [*and* ...] [*signatory's name*], hereinafter referred to as the Contractor,

WHEREAS:

1. The Contracting Authority wishes, in relation to the performance of Services in the area of Lot 1: Expert for institutional development with systems change focus OR Lot 2: Horticulture sector expert for business development and supply chain management coaching OR Lot 3: Expert for youth entrepreneurship development, to agree fixed terms for a certain period with one service provider;

2. To this end, the Contracting Authority wishes to conclude a Framework Agreement having a term five (5) years, with an initial term of one (1) year and three (3) with one (1) optional extension of three (3) years and nine (9) (hereafter referred to as: 'the Framework Agreement'), laying down the conditions applicable to all contracts for the performance of Services to be awarded by the Contracting Authority during the said term;

3. An EU contract award procedure for the selection of Party to this Framework Agreement has been conducted on the basis of the Tender Document and subject to the Public Procurement Act 2012;

4. The Contracting Authority has judged the Contractor's bid to be the most economically advantageous bid;

5. This Framework Agreement lays down the conditions that apply to all Further Agreements for the performance of Services that the Contracting Authority intends to award during the term of this Framework Agreement;

AGREE AS FOLLOWS:

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

Tender Document: the Tendering Authority's document dated 14 June 2024, ref. 202403074, which describes and explains participation in the Framework Agreement for the performance of Services during a certain period, the tender procedure to be followed and the selection and award criteria.

Services: the work that the Contractor is to perform for the Contracting Authority under the terms of a Further Agreement concluded on the basis of this Framework Agreement.

Tender: the tender dated 14 June 2024, submitted by the Contractor on the basis of the Tender Document in the context of the EU contract award procedure dated ….

Further Agreement: the contract between the Contracting Authority and the Contractor in accordance with the request for offer of which the Contracting Authority may award the Contractor contracts for the performance of Services during the term of this Framework Agreement.

Quotation: an offer to perform Services submitted by the Contractor to the Tendering Authority in response to a Request for Quotations under this Framework Agreement.

Request for Quotations: an invitation by the Contracting Authority under this Framework Agreement to the Contractor to submit a Quotation for a public service contract.

Contractor: a tenderer selected to be Party to the Framework Agreement relating to the performance of Services.

1. Object of the Framework Agreement

1.1 During the term of this Framework Agreement the Tendering Authority may issue Requests for Quotations for Further Agreements to perform Services. In response to the Request for Quotations, the Contractor must submit a Quotation that is not less favourable than the Tender submitted by the Contractor. If the Further Agreement referred to in the Request for Quotations is awarded by the Contracting Authority to the Contractor on the basis of the Tender Document, the Contractor must perform that Further Agreement in accordance with the conditions of this Framework Agreement. To this end, the Contractor must in that case conclude a Further Agreement with the Contracting Authority.

1.2 The following documents are an integral part of this Framework Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
1. this document including schedules;
2. the Memorandum of Information, [*date*];
3. the Tender Document;
4. the ARVODI-2018;
5. the Tender issued by the Contractor to the Tendering Authority on [*date*], ref. ….

1.3 The Contracting Authority is entitled but not obliged to award contracts for the performance of Services during the term of this Framework Agreement. The Contractor cannot therefore claim any right whatsoever to be awarded contracts for the performance of Services during the term of this Framework Agreement.

1.4 The terms of this Framework Agreement apply in full to all Further Agreements concluded during the term of this Framework Agreement between the Contracting Authority and the Contractor concerning contracts for the performance of Services specified in a Request for Quotations, unless a Further Agreement expressly departs from this Framework Agreement.

1.5 A Further Agreement states the specific Services to which it relates and its duration.

2. Duration of the Framework Agreement

2.1 This Framework Agreement enters into force on [*date*].
It has an initial term (inception phase) of one (1) year and three (3) months with one (1) optional extension of three (3) years and nine (9) months the same conditions to be exercised unilaterally by the Contracting Authority. The total duration of the Framework Agreement is therefore maximum of five (5) years, including the option for extension.

Extension of this Framework Agreement will take place if the Contracting Authority is:
- satisfied about the delivery of the contracted experts in the team, and
- confident that the goals of each lot will be met during the remainder of the project, and
- no other unforeseen events have taken place on which grounds Contracting Authority has to decide not to exercise its option to extend the Framework Agreement.

The Contracting Authority must notify the Contractor in writing no later than one (1) month before the expiry of the inception phase of the Framework Agreement if it intends to exercise its option to extend the Framework Agreement. If the Contracting Authority does not exercise its option to extend the Framework Agreement, it will end automatically upon expiry of the initial term referred to in the first sentence of this article.

2.2 Termination of this Framework Agreement for whatever reason does not affect rights and obligations resulting from Further Agreements. The terms of this Framework Agreement continue to apply to any Further Agreements remaining in force after this Framework Agreement has ended.

2.3 The duration of any Further Agreements awarded to the Contractor under this Framework Agreement will be stipulated in the individual Further Agreements for each contract for the performance of Services.

2.4 Contracting authority is entitled to terminate this framework agreement prematurely as soon as the maximum value and/or amount of the contract is reached, without any further compensation. Contracting authority shall inform Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

2.5 If, for any reason, this assignment cannot be completed within the specified duration in article 2.1, Contracting Authority has the option to extend this Framework Agreement by the time necessary to complete the project. If this is the case, this extension has to be executed within the maximum budgets per lot as mentioned in section 2.9 of the Tender Document and article 4.1 of this Framework Agreement.

2.6 If the contractor foresees obstacles in the execution of the assignments within the Framework Agreement, he must inform the Contracting authority as soon as possible. If, in its opinion, the work cannot be performed or cannot be performed to a sufficient extent, the Contracting authority may proceed to immediate termination by means of termination of the Framework Agreement. The Contractor will then receive reimbursement of the costs in the event of cancellation by the Contracting authority in accordance with Article 22.6 of ARVODI 2018.

3. Awarding further agreements

3.1 The Contractor must submit a Quotation, having regard to the provisions of this Framework Agreement, within the number of working days as stated in the standard Request for Quotation. The Contracting Authority will not be required to pay to obtain a Quotation.

3.2 The Quotation, including the fee, must comply with and may not be less favourable than the Tender submitted.

4. Price and other financial provisions

4.1 The maximum value of the Framework Agreement is xxxx euro/… excluding Netherlands VAT and including all local VAT and fees.

4.2 The Contractor may invoice in accordance with the arrangements in the Further Agreement that has been accepted by the Contracting Authority. The invoice amount is based on the number of days per assignment actually worked and the daily rate stipulated in the Further Agreement. All Further Agreements will state that the Contractor guarantees that the maximum total price referred to in the Further Agreement for the performance of the Services will not be exceeded.

4.3 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.

4.4 The price referred to in article 4.5 of this Framework Agreement relates to all Services to be performed by the Contractor under the Further Agreement in question. The rate is all inclusive, i.e. include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the usage of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing and local travel and local accommodation expenses. It does not include VAT. "Local" is in this case the city where the consultant is based.

Accommodation and local travel expenses can be invoiced according to the applicable Daily Subsistence Allowance (DSA) rates published by the Dutch Government.
In case Contractor is not located in Senegal, Contractor may, when carrying out assignments in Senegal, invoice local expenses according the flat rates on the UN-DSA list.
Accommodation and local travel expenses may be invoiced following at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (https://icsc.un.org/). This list is updated on a regular basis.

In case your company is located in Senegal, you can only invoice the abovementioned UN-DSA, when traveling to one of the cities of the programme your company is NOT located in, after approval of the CBI Programme Manager. The costs for traveling within your own city must be included in your daily rate

4.5 The agreed maximum or other rates are fixed and invariable for the duration of this Framework Agreement and Further Agreements concluded on the basis of this Framework Agreement.

Daily rate in euro excluding VAT
€ xxx

4.6 The Contractor must send the invoices electronically to:
CBI - RVO
Government identification number: <<OIN nummer>>
attn. <<financiële administratie>>, <<contactpersoon>>.

The general terms and conditions that apply to this contract prescribe/contain a provision that invoices must be sent electronically (not in pdf). This can be done in different ways:

- The invoicing portal of the Dutch government;
- E-invoicing with your own (accounting) software package through Simplerinvoicing;
- E-invoicing through a service provider.

For more information: https://www.helpdesk-efactureren.nl/e-facturen-versturen
For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl.

For questions regarding e-invoicing via an accounting program (Peppol), please contact operations@peppolautoriteit.nl.

4.7 The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.
You must state the order number on your invoice. You can send your invoice by e-mail in PDF format to pdffacturen@minezk.nl.

4.8 Payment will be made once the Services performed in accordance with a Further Agreement have been received and accepted.

5. Contacts / Project managers

5.1 The contact person of the Contracting Authority is Ms Lisanne van de Kerkhof.
The contact person of the Contractor for both CBI and the stakeholders is xxx.

5.2 At least once per year, the contacts of the two Parties will hold consultations on the way in which this Framework Agreement is being implemented (interim evaluation(s)).

5.3 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts cannot make legally binding agreements on the Parties' behalf.

6. Time and place

6.1 The work relating to the Services specified in a Further Agreement will be carried out at the place(s) stipulated in the Further Agreement.

6.2 Each Party undertakes to give the other Party's Staff access to the place where the work relating to the Services specified in the Further Agreement must be performed and also to enable such Staff to perform the work in working conditions that reflect that Party's usual practice and in normal office hours. The Parties undertake to instruct their Staff to abide by the house, security and confidentiality rules applicable at the place where the work is to be carried out.

6.3 The work is done continuously throughout the year/week and not arranged via fixed days per week or per month. In principle experts should be available all year round.

7. Other Terms and Conditions

7.1 This Framework Agreement and a contract for the performance of Services in accordance with a Further Agreement are governed exclusively by the ARVODI 2018 *(already in the Parties' possession*), in so far as this Framework Agreement does not depart therefrom. Any general and special terms and conditions drawn up by the Contractor do not apply.

7.2 In addition to the provisions of article 22 of the ARVODI 2018, the Contracting Authority may cancel this Contract forthwith out of court by registered letter, without giving any warning or notice of default, in the following cases:

a. If the Contractor has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quater of the Criminal Code; or

b. If a member of the Contractor's Staff has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quater of the Criminal Code and that staff member is on the Contractor's executive, management or supervisory board or has representative, decision-making or audit powers.

In the cases set out under (a) and (b) the right to cancellation expires three years after the judgment becomes unappealable.

7.3 The Parties agree, as the occasion arises, to exclude application of the deemed employment relationship of homeworkers or persons treated as such as referred to in articles 2b and 2c of the Salaries Tax Implementation Decree 1965 and articles 1 and 5 of the Working Relationship (Designation as Employment) Decree (Decree of 24 December 1986, Bulletin of Acts and Decrees 1986, no. 655).

8. Declaration of integrity

The Contractor affirms that it has not offered or given members of the Contracting Authority's Staff any benefit in order to be selected to be party to this Framework Agreement or in order to obtain Further Agreements for the performance of Services, nor arranged for them to be offered or given any such benefit, nor will it offer or give any such benefit or arrange for any such benefit to be offered or given. 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.

9. Final provisions

9.1 Any derogations from this Framework Agreement or a Further 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, whether under a Further Agreement or not, are nullified by the signature of this Framework Agreement.

Done and signed in duplicate.

The Hague,	[*place*],
[*date*]:	[*date*]:
For the Minister of	[*name Contractor*]
Economic Affairs and Climate Policy,	
and commissioned by Ms. Judith Arends,	
Managing Director CBI of the	
Netherlands Enterprise Agency (RVO)	
Jan van Putten	[*signatory's name*]
Team Manager Procurement Office	[*signatory's position*]