



Framework Agreement (Arvodi-2018) relating to experts for the execution of the Climate-Smart Coffee Programme in Uganda of CBI

Lot 1: A team consisting of three experts for business export coaching, EUDR compliance, climate-smart coffee production and coordination / Lot 2: A team consisting of two experts for paid-for-services and sector development and coordination

IUC number: **202308080**

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 on behalf of the Centre for the Promotion of Imports from developing countries (CBI), 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(s)*], hereinafter referred to as the Contractor,

WHEREAS:

1. The Contracting Authority wishes, in relation to the performance of Services in the area of Climate-Smart Coffee production in Uganda, to agree fixed terms for a certain period with one service provider for each lot.
2. To this end, the Contracting Authority wishes to conclude a Framework Agreement having a term of five (5) years including an initial term of one (1) year and a unilateral option for the Contracting Authority to extend the Framework Agreement per lot by a maximum of four (4) years (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 said term;
3. An EU contract award procedure for the selection of one team for each lot 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 Contractor's bid to offer the best price-quality ratio;
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 Contracting Authority's document dated 13 December 2023, with reference number 202308080, 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 in the area of **lot 1/lot 2** as described in the tender documentation.

Tender: the tender dated **x February 2024**, submitted by the Contractor on the basis of the Tender Document in the context of the EU contract award procedure dated 13 December 2023.

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 Contracting 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 Contractor to submit a Quotation under this Framework Agreement.

Contractor: a tenderer selected to be Party to the Framework Agreement relating to the performance of Services in the area of **lot 1/lot 2** as described in the tender documentation.

1. Object of the Framework Agreement

- 1.1 During the term of this Framework Agreement the Contracting 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 award criteria for the further award stipulated in 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 dated **25 January 2024**;
 3. the Data Processing Agreement (DPA);
 4. the Tender Document;
 5. the General Government Terms and Conditions ARVODI-2018;
 6. the Tender issued by the Contractor to the Contracting Authority on **x February 2024**.
- 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 comes into effect on 3 April 2024 and has an initial contract period of one (1) year which means up until 2 April 2025, with one option to extend this Framework Agreement, to be exercised unilaterally by the Contracting Authority, under the same conditions, with a maximum period of four (4) years which means up until 2 April 2029. The total duration of the Framework Agreement is therefore maximum of five (5) years, including the extension option.

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.

If the Contracting Authority does not wish to make use of the extension option, he will notify the Contractor in writing one (1) month before the expiry of the initial contract period

- 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.

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 Request for Quotations. 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/amount of the Framework Agreement for lot 1 is 864,000 EUR excluding VAT/ for lot 2 is 375,000 EUR excluding VAT.

- 4.2 The Contractor may invoice in accordance with the arrangements in the Further Agreement. The invoice amount is based on the number of days/hours per month actually worked and the daily/hourly 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.
- 4.2 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.
- 4.3 The rates referred to in article 4.5 of this Framework Agreement must be in euros and be all inclusive. In any event, they must 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, costs related to visa applications (except costs payable to a foreign Embassy for visa application), and local travel and local accommodation expenses. "Local" is in this case the city where the expert is based. They do not include VAT.

In case your company is not located in Uganda, you may, you may, when carrying out assignments in Uganda, invoice local expenses according to the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced 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 Uganda you can only invoice the abovementioned UN-DSA, when travelling to one of the cities of the programme your company is NOT located in, after approval of the CBI Programme Manager. The costs for travelling 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.

Lot 1: Day rate for "Expert for EUDR compliance and expert business coaching" in euro excluding VAT
€

Lot 1: Day rate for "Expert for climate-smart coffee production" in euro excluding VAT
€

Lot 1: Day rate for "Expert for local project coordination" in euro excluding VAT
€

Lot 2: Day rate for "Expert for paid-for-service and sector development" in euro excluding VAT
€

Lot 2: Day rate for "Expert for local project coordination" in euro excluding VAT
€

- 4.6 The Contractor must submit invoices electronically in the manner prescribed in the Tender Document and Request(s) for Quotations.
- 4.7 Article 17.1 of the ARVODI 2018 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

4. 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 xxx
The contact person of the Contractor is xxx
- 5.2 At least once per year, or as often as required by the Contracting Authority, 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.

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 article 21 of the ARVODI 2018, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in article 21.3 of the ARVODI 2018. The liability amounts set out in article 21.3 of the ARVODI 2018 apply mutatis mutandis.
- 7.3 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.

- 7.4 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,
[date] 2024:

[place],
[date] 2024:

For the Minister of Economic Affairs and
Climate Policy and commissioned by
.....

[name Contractor]

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

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