



## **Draft Framework Agreement (Arvodi 2018) relating to the execution of services for the Global Enabling Environment Facility (GEEF)**

IUC number: **202403005**

### **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 [signatory's name and position], 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 and position], hereinafter referred to as the Contractor,

### **WHEREAS:**

1. The Contracting Authority wishes, in relation to the performance of Services relating to the Global Enabling Environment Facility (GEEF) under the Energising Development Program, 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 of 25 November 2024 up to and including 31 December 2025, with an optional extension of one year (up to and including 31 December 2026) and a second option of extension for maximum another 1½ years (18 months) (up to and including 30 June 2028) (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 one 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 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 15 July 2024, with reference number 202403005, 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 as defined in the Tender Document (section 2.1).

Tender: the tender dated xx September 2024, submitted by the Contractor on the basis of the Tender Document in the context of the EU contract award procedure dated 15 July 2024.

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 the Framework Contractor to submit a Quotation for a public service contract.

Framework Contractor: a tenderer selected to be Party to the Framework Agreement relating to the performance of Services relating to the Global Enabling Environment Facility (GEEF).

## **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 20 August 2024;
  3. the Data Processing Agreement (DPA);
  3. the Tender Document;
  4. the ARVODI-2018;
  5. the Tender issued by the Contractor to the Contracting Authority on xx September 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 enters into force on 25 November 2024 and has an initial contract period up until 31 December 2025 with a maximum of two (2) options to extend this Framework Agreement to be exercised unilaterally by the Contracting Authority, under the same conditions: 1) an option to extend this Framework Agreement with one year up and including 31 December 2026 and 2) an option to extend this Framework Agreement with another maximum of 1½ years (18 months) up and including 30 June 2028.

Extension of this Framework Agreement will take place if:

- the maximum budget (initial budget and optional budget, see section 2.4.2 Tender Document) available is not exceeded;
- the need for advice trajectories from EnDev country teams still exists;
- Contracting Authority is satisfied with the delivery of Contractor in Further Agreements executed in the initial contract period;
- Contracting Authority is confident that the objectives of this assignment will be met during the remainder of the contract period;
- no unforeseen events have taken place on which grounds Contracting Authority has to decide not to exercise its option to extend the Contract.

If the Contracting Authority does not wish to make use of the extension options, he will notify the Contractor in writing one (1) month before the expiry of the initial contract period (e.g. at the latest 30 November 2025) and/or the expiry of the first extension period (e.g. 30 November 2026). If the Contracting Authority does not exercise its options to extend the Framework Agreement, it will end automatically upon expiry of the term referred to in the first sentence of this article/ of the term applicable at that time.

- 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 Framework Agreement is reached (or is threatened to be exceeded), without compensating the Contractor for this, in whatever form. 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 Contractor is not performing well (score of minimum 6 on a scale of 1 to 10) during the duration of the Framework agreement on the items listed in section 2.3.3 of the Tender Document, Contracting Authority will discuss the performance with Contractor. If the discussion will not lead to improvement, Contracting Authority will first give an official warning. A second warning may lead to a reconsideration of the Framework Agreement, a third warning means (prematurely) termination or cancellation of the Framework Agreement.

## **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 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/amount of the Framework Agreement is EUR 826.000 exclusive of Dutch VAT and (if applicable) including local foreign VAT. This budget also is the maximum available budget for this assignment. It consists of the following budgets:
- Initial budget of EUR 413.000 exclusive of Dutch VAT and (if applicable) including local foreign VAT for the initial contract period, including a unilateral option for extension of the Framework Agreement (from 15 October 2024 up to including 31 December 2026);
  - Optional budget of EUR 413.000 exclusive of Dutch VAT and (if applicable) including local foreign VAT for clean cooking related subjects in only countries in the region West Africa (e.g: Sierra Leone, Benin, Liberia, Niger, Mali and Senegal, final list to be determined by contributors). This option will be executed when the European Commission has approved the proposal currently under consideration and has released the budget. At the earliest this will be from the start of the assignment and corresponds with the total duration of the Contract (either up to including 31 December 2026 or up to including 30 June 2028, see section 2.3.1 Tender Document). Contracting Authority will inform Contractor as soon as possible if this budget is available.
- 4.2 The price/rates must 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 use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses. "Local" in this case is the city where the team member is based.
- 4.3 The Contracting Authority is entitled to terminate the Framework Agreement prematurely as soon as the maximum value for the initial budget and /or optional budget 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.
- 4.4 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.
- 4.5 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.
- 4.6 The rates referred to in article 4.7 of this Framework Agreement relate to all Services to be performed by the Contractor under the Further Agreement in question. It includes the cost of any materials needed for that purpose, any travel and accommodation costs, and any additional costs. The rates are exclusive of Dutch VAT and (if applicable) including local foreign VAT.

**In case your company is not located in the countries where the assignment is executed**, you may, when carrying out Further Agreements, invoice local expenses as follows. Accommodation: only real costs may be invoiced up to a maximum of EUR 150 per night (copies of hotel invoices need to be submitted with your invoice), local travel expenses based on real expenses, other costs (costs such as meals) have a fixed amount of EUR 50 per day.

**In case your company is located in one of the countries where the assignment is executed**, you can only include the local expenses when travelling to one of the target

countries your country is NOT located in, or travelling within your country outside the city you are located in. The costs for travelling within your own country in the city you are located in must be included in your hourly rate.

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

|                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|
| Hourly rate for "an expert/member of the proposed team" in euro excluding Dutch VAT and (if applicable) including local VAT. |
| € .....                                                                                                                      |

|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
| Hourly rate for "the team leader of the proposed team" in euro excluding Dutch VAT and (if applicable) including local VAT. |
| € .....                                                                                                                     |

- 4.8 The Contractor must submit invoices electronically in the manner prescribed in the Tender Document and Request for Quotation.
- 4.9 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 consult on how 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:

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

.....

[place],

[date] 2024:

[name Contractor]

[signatory's name]

[signatory's position]

[signatory's name]

[signatory's position]