

Waiting Room Agreement

between

Invest International Public Programmes B.V.

and

<Name contractor>

Concerning

**Feasibility Study for Urban Mobility
in Abidjan, Ivory Coast**

Contract number: <Contract number>

The undersigned:

1. Invest International Public Programmes B.V., located at The Hague, registered with the Dutch Chamber of Commerce under registration number 83526617, legally represented by Mr. B. Schilperoort, Deputy Director Public, and Mr. P. de Jong, Director Risk & Compliance, hereinafter referred to as “**Contracting Authority**”;

and

1. <Name Contractor>, located at <name of place>, with Chamber of Commerce number: <registration number> represented by Mr/Mrs <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 for a feasibility study for urban mobility in Abidjan, Ivory Coast, hereinafter named as “Assignment”;
2. A European public tender for the award for participation in this Agreement has taken place for this purpose;
3. The Contractor has made himself sufficiently aware of the services/assignment to be provided, is willing and able to perform the services/assignment referred to in this Agreement and has submitted a proposal to this effect on <date>, which tender ended second in line;
4. The Contracting Authority has awarded the Agreement for <name of contract> to <name of awarded party> until <date>. The start date is <date>;
5. This Waiting Room Agreement concerns a 'shadow agreement' and is only entered into after dissolution of the Agreement with the winner of this tender;
6. Considering the above, the parties hereby enter into this Waiting Room Agreement, subject to the following terms and conditions.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

This Waiting Room Agreement is exclusively subject to the ARVODI 2025.

Artikel 1 Definitions

In this Waiting Room Agreement, the following definitions apply:

1. Agreement: the Agreement to be concluded with contract number <contract number>, including all appendices.
2. Contractor: the Contractor who has finished as number two in rank in the tender procedure based on which the Waiting Room Agreement is concluded with him.
3. Waiting Room Agreement: this Agreement.

Section 2 Entering into force

1. The Contracting Authority has the right to terminate the Agreement with the winning tenderer prematurely as included in the concept Agreement of the tender ‘Feasibility Study for Urban Mobility in Abidjan, Ivory Coast’.
2. The Contractor has the unilateral right to decide whether to use this Waiting Room Agreement. On termination of the Agreement, the Contracting Authority may also decide to re-tender. If the Contracting authority decides not to use this Waiting Room Agreement, it will not be obliged to pay any compensation for costs and/or damage to the Contractor.
3. The Contracting Authority will notify the Contractor in writing of its decision whether to use this Waiting Room Agreement. If the Contracting Authority decides not to make use of this Waiting Room Agreement, this Waiting Room Agreement will be terminated immediately, and no rights can be derived from this Waiting Room Agreement.
4. The Contractor shall maintain its tender during the first 3 months.

5. Any cost increases not expressly mentioned in the Request for Proposal will be borne entirely by the Contractor without any compensation.
6. Contractor is willing to execute the Waiting Room Agreement.
7. If the Waiting Room Agreement is utilized, an Agreement will be prepared equal to the original Agreement for the remainder of the contract period. This Agreement shall contain the submitted rate as described in Appendix 4, of the Contractor signing the Waiting Room Agreement. The original Agreement concerns the Agreement as established in the tender 'Feasibility Study for Urban Mobility in Abidjan, Ivory Coast'.

Thus agreed and signed,

The Contracting Authority
Invest International Public Programmes

Contractor
<Name Contractor>

On behalf of this,

Mr. B. Schilperoort
Deputy Director Public
The Hague, <date>

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

Mr. P. de Jong
Director Risk & Compliance
The Hague, <date>

Appendices:

- Appendix 1 the verification report;
- Appendix 2 Memorandum of Information <date>
- Appendix 3 Tender Document, Appendices included, dated <date>
- Appendix 4 ARVODI 2025
- Appendix 5 Proposal Contractor, included Price sheet dated <date>

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