



Draft Framework Agreement (Arvodi 2018) concerning the procurement of experts for the execution of the CBI project to promote sustainable production practices regarding improved water management and environmentally friendly dyeing methods in Bangladesh's Home Textiles craft sector

Lot 1. System Change Expert for Sustainable HT Craft Ecosystem Development

Lot 2. Local System Change Expert for Sustainable HT Craft Ecosystem Development

Lot 3. Sector expert for sustainable chemical dyeing ecosystem development, fostering development of environmental compliant business models, business coaching and market development

Lot 4. Sector expert natural dyeing processes of HT products for innovative solutions for and refinement of the natural dyeing processes within the HT ecosystem, ecosystem development, business coaching and market development

Lot 5. Expert for local business coaching implementation

IUC reference number: 202410042

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs, 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], having its registered office at [address], legally represented in this matter by [name], [position], hereinafter referred to as the 'Contractor'.

The Contracting Authority and the Contractor are hereinafter jointly referred to as the 'Parties'.

WHEREAS:

1. The Contracting Authority wishes, in relation to the performance of Services in the area of the procurement of experts for the execution of the CBI project to promote sustainable production practices regarding improved water management and environmentally friendly dyeing methods in Bangladesh's Home Textiles craft sector — to agree fixed terms for a certain period with one (1) service provider for lot [1/2/3/4/5];
2. To this end, the Contracting Authority wishes to conclude a Framework Agreement for lot [1/2/3/4/5] having a term of five (5) years, with an initial term of one (1) year and with two (2) optional extensions of each 2 (two) 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 the said term;
3. An EU contract award procedure for the selection of a service provider for this Framework Agreement has been conducted in accordance with the Tender Document and pursuant to the Public Procurement Act 2012;

4. The Contracting Authority has judged the Contractor's bid to be the most economically advantageous bid based on the best prices-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:

Contractor: a tenderer selected to be party to the Framework Agreement relating to the performance of Services for lot [1/2/3/4/5] as defined in the tender documentation.

Framework Agreement: the written agreement between the Contracting Authority and the Contractor that sets out the conditions applicable to public contracts (Further Agreements) to be awarded through a tendering process during a specified period.

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.

Tender: the tender dated [date], submitted by the Contractor on the basis of the Tender Document for lot [1/2/3/4/5] in the context of the EU contract award procedure dated [date].

Tender Document: the Tendering Authority's document dated [date], with reference 202410042, 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.

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 all Framework Contractors to submit a Quotation for a public service contract.

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 for lot [1/2/3/4/5] as defined in the Tender Document.

Standby Contractor: a tenderer selected to be party to the Standby Agreement relating to the performance of Services for lot [1/2/3/4/5] as defined in the tender documentation.

Standby Agreement: A Standby Agreement (in Dutch: wachtkamerovereenkomst) is an agreement with the Tenderer whose offer for lot [1/2/3/4/5] has been ranked by the Contracting Authority as the second-best submission based on the best price-quality ratio. Under this agreement, the Contracting Authority may, in the first contract year, request the Standby Contractor to deliver the services if the primary Contractor fails to do so without the need to initiate a new European tender procedure.

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 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 [xx];
 3. the Tender Document, including its annexes, dated [xx];
 4. the ARVODI-2018;
 5. the Tender for lot [1/2/3/4/5] issued by the Contractor to the Tendering Authority on [date].
- 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 of one (1) year with two (2) optional extensions of each two (2) years, under the same conditions to be exercised unilaterally by the Contracting Authority. The total duration of the Framework Agreement is therefore a maximum of five (5) years, including the option for extension.

Extension of this Framework Agreement will take place if the Contracting authority:

- is satisfied with the performance and deployment of the contracted experts in the team;
- is confident that the objectives of each lot will be achieved during the remainder of the project; and
- has not identified any unforeseen circumstances that would require it to refrain from exercising its option to extend the Framework Agreement.

If the Contracting Authority does not wish to make use of an extension option, the Contracting Authority will notify the Contractor in writing of this no later than one (1) month before the expiry of the initial or current contract period. In that case, the Framework Agreement will end by operation of law after the initial contract period or the contract period applicable at that time. In the absence of such a message from the Contracting Authority, an option to extend takes effect automatically, if and insofar as such an option is still open.

- 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 The Contracting authority is entitled to terminate this Framework Agreement prematurely as soon as the maximum value and/or amount of the contract for lot 1/2/3/4/5 is reached, or is threatened to be exceeded, without any further compensation. The Contracting authority shall inform Contractor as soon as possible if and when the Contracting Authority wants to invoke this right and shall observe a reasonable notice period.
- 2.5 If, for any reason, this assignment cannot be completed within the specified duration in article 2.1, the 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 budget for lot 1/2/3/4/5 as mentioned in paragraph 2.5 of the Tender Document and article 5.1 of this Framework Agreement.
- 2.6 If the Contractor foresees obstacles in the execution of the assignments within the Framework Agreement, the Contractor must inform the Contracting authority as soon as possible. If, in its opinion, the Services 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 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. Replacement of non-performing experts and use of the Standby Contractor

- 4.1 If an expert assigned by the Contractor is not performing adequately in his/her role — including, but not limited to, failure to properly execute the assignment and/or to collaborate effectively with experts assigned to other lots — the Contracting Authority shall issue a first warning in writing.
- 4.2 If, following this first warning, no sufficient improvement is observed, the Contracting Authority shall issue a second and final written warning. If the situation remains unresolved after the final warning, the Contracting Authority reserves the right to:
- request that the Contractor immediately replaces the expert with another expert of equal or higher qualification, whereby the replacement shall be subject to prior approval by the CBI Programme Manager before taking effect, or

- terminate the Framework Agreement for lot 1/2/3/4/5 or make use of the Standby Agreement.

- 4.3 In the event of termination of this Framework Agreement by the Contracting Authority, for whatever reason and on whatever grounds, the Contractor shall not be entitled to any form of compensation, damages, or reimbursement, unless otherwise explicitly provided in this Framework Agreement. The Contractor hereby waives any and all rights to claim such compensation, including but not limited to loss of profit, loss of opportunity, or reputational damage, arising from or in connection with the termination of this Framework Agreement.
- 4.4 In the event that the Contracting Authority invokes the Standby Agreement and assigns the performance of the Services for lot 1/2/3/4/5 to the Standby Contractor, the Contractor shall, at its own cost and on its own time, ensure a complete and proper transfer of all relevant work, information, and documentation to the Standby Contractor.

5. Price and other financial provisions

5.1 The maximum value/amount of the Framework Agreement is as follows:

Lot	Maximum contract value in EUR excl. Dutch VAT and including local foreign VAT and all other costs and fees
1. System Change Expert for Sustainable HT Craft Ecosystem Development	Maximum value inception phase: 125.000,- Maximum value execution phase: 350.000,- Maximum total contract value: 475.000,-
2. Local System Change Expert for Sustainable HT Craft Ecosystem Development	Maximum value inception phase: 60.000,- Maximum value execution phase: 140.000,- Maximum total contract value: 200.000,-
3. Sector expert for sustainable chemical dyeing ecosystem development, fostering development of environmental compliant business models, business coaching and market development	Maximum value inception phase: 70.000,- Maximum value execution phase: 180.000,- Maximum total contract value: 250.000,-
4. Sector expert natural dyeing processes of HT products for innovative solutions for and refinement of the natural dyeing processes within the HT ecosystem, ecosystem development, business coaching and market development	Maximum value inception phase: 70.000,- Maximum value execution phase: 180.000,- Maximum total contract value: 250.000,-
5. Expert for local Business Coaching implementation	Maximum value inception phase: 40.000,- Maximum value execution phase: 140.000,- Maximum total contract value: 180.000,-

- 5.2 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.
- 5.3 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.
- 5.4 The daily rate referred to in article 5.5 of this Framework Agreement relates to all Services to be performed by the Contractor under the Further Agreement in question. The daily rate is in euro (€) and all-inclusive, excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees. 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, local levies, taxes and local foreign VAT, communication costs, local meals, local travel and local accommodation expenses. "Local" is in this case the city where the expert is based.

In case the expert is not located in Bangladesh, you may, when carrying out assignments in Bangladesh, invoice local expenses according to the flat rates on the UN-DSA list. The UN-DSA list is specified per region/city. 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/>).

In case the expert is located in Bangladesh you can only invoice the abovementioned UN-DSA, when travelling to one of the regions/cities of the project the expert is NOT located in, after explicit approval of the PM. The costs for travelling within the experts own city must be included in your daily rate

- 5.5 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: Daily rate for a ' System Change Expert for Sustainable HT Craft Ecosystem Development ' excluding Dutch VAT and including all other costs and/or fees.	€
(if applicable) local foreign VAT	€
Daily rate excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.	€
Lot 2: Daily rate for a ' Local System Change Expert for Sustainable HT Craft Ecosystem Development ' excluding Dutch VAT and including all other costs and/or fees.	€
(if applicable) local foreign VAT	€
Daily rate excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.	€
Lot 3: Daily rate for a ' Sector expert for sustainable chemical dyeing ecosystem development, fostering development of environmental compliant business models, business coaching and market development ' excluding Dutch VAT and including all other costs and/or fees.	€
(if applicable) local foreign VAT	€
Daily rate excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.	€
Lot 4: Daily rate for a ' Sector expert natural dyeing processes of HT products for innovative solutions for and refinement of the natural dyeing	€

processes within the HT ecosystem, ecosystem development, business coaching and market development excluding Dutch VAT and including all other costs and/or fees.	
(if applicable) local foreign VAT	€
Daily rate excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.	€

Lot 5: Daily rate for a 'Expert for local business coaching implementation' excluding Dutch VAT and including all other costs and/or fees.	€
(if applicable) local foreign VAT	€
Daily rate excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.	€

- 5.6 The Contractor must send the invoices electronically to:
CBI – RVO Government identification number: <<OIN number>>
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.

- 5.7 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 the email which will be made clear in the Further Agreement.
- 5.8 Payment will be made once the Services performed in accordance with a Further Agreement have been received and accepted.

6. Contacts / Project managers

- 6.1 The contact person of the Contracting Authority is the programme manager of CBI. The contact person of the Contractor for both CBI and the stakeholders is the expert.
- 6.2 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)).
- 6.3 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts cannot make legally binding agreements on the Parties' behalf.

7. Time and place

- 7.1 The work relating to the Services specified in a Further Agreement will be carried out at the place(s) stipulated in the Further Agreement.
- 7.2 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.
- 7.3 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.

8. Other Terms and Conditions

- 8.1 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 Contractor's 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.
- 8.2 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.
- 8.3 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).

9. 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.

10. Final provisions

- 10.1 Any derogations from this Framework Agreement or a Further Agreement are binding only if they have been expressly agreed by the Parties in writing.
- 10.2 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.

The Hague,
[date]:

[place],
[date]:

For the Minister of Economic Affairs and
commissioned by Ms. Judith Arends,
Managing Director CBI of
the Netherlands Enterprise Agency (RVO),

On behalf of [name Contractor]

Jan van Putten
Team Manager Procurement Office

[name]
[position]