



**Framework Agreement ARVODI-2025 relating to the procurement of expertise for Bangladesh Circular Apparel & Textile for lot [1/2/3]**

IUC number: 202601017

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

**WHEREAS:**

- The Contracting Authority wishes, in relation to the performance of Services by experts for the CBI project Bangladesh Circular Apparel and Textile, to agree fixed terms for a certain period with one (1) service provider for lot [1/2/3];
- To this end, the Contracting Authority wishes to conclude a Framework Agreement for lot [1/2/3], (hereafter referred to as: 'the Framework Agreement'), having a term of five (5) years, consisting of an initial term of six (6) months and three (3) optional extensions of one and a half (1,5) years each, laying down the conditions applicable to all contracts for the performance of Services to be awarded by the Contracting Authority during the said term;
- The Contracting Authority has, regarding to the contract for the performance of Services by experts for the CBI project Bangladesh Circular Apparel and Textile, conducted an EU contract award procedure for the selection of Parties to this framework agreement on the basis of the Tender Document and subject to the Public Procurement Act 2012;
- The Contracting Authority has judged the Contractor's bid for lot [1/2/3] to be most economically advantageous bid based on the best price-quality ratio;
- 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 2025 (ARVODI-2025). 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 [date], ref. 202601017, 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 [1/2/3] as defined in the tender documentation.

Tender: the tender dated [date], submitted by the Contractor on the basis of the Tender Document in the context of the EU contract award procedure dated [date].

Further Agreement: the contract between the Contracting Authority and the Contractor in accordance with the Request for Quotations 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 Quotation under this Framework Agreement.

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

### **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, but is under no obligation to do so. Accordingly, the Contractor shall have no entitlement to be awarded any assignments for the provision of 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 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 will in that case conclude a Further Agreement with the Contracting Authority.

1.2 On this Framework Agreement, and on any Further Agreements, are exclusively applicable to the ARVODI-2025 (already in the possession of the Parties), unless this Framework Agreement deviates from them. Any general or special terms and conditions of the Contractor shall not apply.

1.3 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 annexes and schedules;
  - 1a. the Data Processing Agreement (including Data Processing Agreement annexes);
2. the Memorandum of Information, [date];
3. the Tender Document, including annexes;
4. the ARVODI-2025;
5. the Tender issued by the Contractor to the Contracting Authority on [date], ref 202601017.

- 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 [1 September 2026] and has an initial contract period (inception phase) of six (6) months with three (3) times an option to extend this Framework Agreement, to be exercised unilaterally by the Contracting Authority, under the same conditions, for a period of one and a half (1,5) years each. The Framework Agreement can therefore last a maximum of five (5) years total (up to and including 31 August 2031).

The information gathered during the inception phase will be used by CBI to determine how to further shape the project and whether to proceed with the execution phase of the project. The decision to extend the contract will depend on:

- The Contracting Authority's formal approval of the deliverables from the inception phase, which must include, at a minimum, the inception report.
- The Contracting Authority's satisfaction with the Contractor's performance and service delivery. This will be based on agreed deliverables and progress reviews. The Contractor will be informed of any significant shortcomings during the inception phase, if these arise, and given reasonable opportunity to address these.
- The Contracting Authority's positive assessment of the feasibility and practicability of the proposed approach, particularly in relation to the objectives of the Contract.
- The absence of unforeseen circumstances that would require the Contracting Authority to refrain from exercising its extension option.

If the Contracting Authority does not wish to make use of an extension option, he 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 any 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 In addition to the provisions of article 21 of the ARVODI-2025, Contracting Authority is entitled to terminate this Framework Agreement prematurely as soon as the maximum value and/or amount of the contract is reached as described in article 5.1, or is threatened to be exceeded. The Contracting Authority shall not be liable to compensate the Contractor for any consequences arising from this termination of the Framework Agreement. 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 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 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 21.4 of ARVODI 2025.

### 3. Awarding further agreements

3.1 The Contractor must submit a Quotation that complies with 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

4.1 If an expert assigned 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 in lots [1/2/3] — 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:

- o 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, with no higher fee for the replacement, or
- o terminate the Framework Agreement.

4.3 In the event of termination of this Framework Agreement by the Contracting Authority, for the reason mentioned above in section 4.2, 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.

### 5. Price and other financial provisions

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

<b>Lot</b>	<b>Description</b>	<b>Maximum Contract value in EUR excluding Dutch VAT and including all local VAT and costs</b>
1	Sector Expert for sustainable ecosystem development, business coaching and market development	€ 480.000
2	Institutional System Change expert for sustainable ecosystem development	€ 480.000
3	Expert for local project implementation and coordination	€ 400.000

- 5.2 The Contractor may invoice for Services performed under a Further Agreement that have been accepted by the Contracting Authority, according to the payment schedule that will be agreed upon 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 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. The rates of the Further Agreements shall not be indexed.

<p>Lot [1/2/3]: Daily rate for '[lot name]'  <i>excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.</i></p>	<p>€ .....</p>
---	----------------

- 5.5 The price referred to in article 5.4 of this Framework Agreement relates 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. It 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 cities of the project the expert is NOT located in, after explicit approval of the PM. The costs for travelling within the expert's own city must be included in your daily rate.

5.6 E-invoicing

The Contractor must send the invoices electronically to:  
 CBI - RVO

Organisation 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 Peppol;
- E-invoicing through a service provider.

When creating an e-invoice through the supplier portal, only the order number <<invullen>> should be entered in the 'Reference or Order Number' field. Providing additional information in this field may result in issues with the automated acceptance and processing of the invoice.

For more information: <https://www.helpdesk-efactureren.nl/e-facturen-versturen>

If the invoice does not comply with the above requirements or is not submitted through the specified method, it may not be processed, and the payment period may be extended.

For questions regarding e-invoicing via the portal, please contact [helpdesk-efactureren@rvo.nl](mailto:helpdesk-efactureren@rvo.nl), tel 088-0424400, option 2.

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

- 5.7 Article 15.1 of the ARVODI-2025 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**

- 6.1 The contact person of the Contracting Authority is the programme manager of CBI.  
The contact person of the Contractor is the lead expert.
- 6.2 At least once per year and as often as the Contracting Authority requires, the contacts of the two Parties will hold consultations on the progress and the way in which this Framework Agreement is being implemented (interim evaluation(s)).
- 6.4 Notwithstanding the provisions of article 8.2 of the ARVODI 2025, the contacts cannot make legally binding agreements on the Parties' behalf.

## **7. Declaration of integrity**

The Contractor declares 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.

## **8. Time and place**

- 8.1 The work relating to the Services specified in a Further Agreement will be carried out at the place(s) stipulated in the Further Agreement.
- 8.2 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.

## **9. Other Terms and Conditions**

- 9.1 This Framework Agreement and a contract for the performance of Services in accordance with a Further Agreement are governed exclusively by the ARVODI 2025 (*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.
- 9.2 In addition to the provisions of article 21 of the ARVODI-2025, 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 quarter 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 quarter 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.
- 9.3 In addition to the provisions of the ARIV, ARVODI and ARBIT, the following applies with respect to force majeure. Disruptions or delays in the performance of assignments as a result of the Covid-19 or similar pandemic shall in principle not be regarded by the Contracting Authority as a form of force majeure, unless such disruptions or delays result directly and demonstrably from measures taken by the central government of the country where the work is to be performed, containing restrictions on travel movements or transport restrictions that were not foreseeable in advance.
- 9.4 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).

## **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.

Thus agreed and duly signed by both parties,

The Hague,  
[date]:

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

[place],  
[date]:

On behalf of [name Contractor]

Esther Zandt  
Team Manager Procurement Office

[name]  
[position]