Contract ARVODI-2025 relating to the procurement of experts for the CBI cashew project for Côte d'Ivoire for lot [1/2/3]
IUC number: IUC202607096

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 in the area of the procurement of experts for the CBI project Cashew Sector Côte d'Ivoire, to agree fixed terms for a certain period with two (2) service providers per lot [1/2/3];

- To this end, the Contracting Authority wishes to conclude a Contract for lot [1/2/3], (hereafter referred to as: 'the Contract'), having a maximum term of five (5) years, consisting of an initial term of one (1) year, an two (2) optional extensions of two (2) years for the execution phase, 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 procurement of experts for the CBI project Cashew Côte d'Ivoire, conducted an EU contract award procedure for the selection of Parties to this Contract 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 Contract 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 Contract.

AGREE AS FOLLOWS:

A number of terms in this Contract 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 Contract:

Tender Document: the Contracting Authority's document dated [date], ref. IUC202607096, which describes and explains participation in the Contract 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 Contract 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].

Contract: this agreement, equal to the term 'Contract' in the Tender document.

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 Contract.

Quotation: an offer to perform Services submitted by the Contractor to the Contracting Authority in response to a Request for Quotation under this Contract.

Request for Quotations: an invitation by the Contracting Authority under this Contract to submit a Quotation for a Further Agreement.

1. Object of the Contract

1.1 During the term of this Contract 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 Contract. To this end, the Contractor will in that case conclude a Further Agreement with the Contracting Authority.

1.2 On this Contract, and on any Further Agreements, are exclusively applicable to the ARVODI-2025 (already in the possession of the Parties), unless this Contract 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 Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
1. this document;
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 IUC202607096.

1.4 The terms of this Contract apply in full to all Further Agreements concluded during the term of this Contract 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 Contract.

1.5 A Further Agreement states the specific Services to which it relates and its duration.

2. Duration of the Contract

2.1 This Contract comes into effect on [1 April 2027] and has an initial contract period of one (1) year with two (2) times an option to extend this Framework Agreement, to be exercised unilaterally by the Contracting Authority, under the same conditions, the first extension being for a period of 2 (two) years and the second extension being for a period of 2 (two) years.

The option for extension of this Contract will be used if:

- the Contracting Authority formally approves the deliverables from the inception phase which must include, at a minimum, the inception report;
- the Contracting Authority is satisfied 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 assesses the feasibility and practicability of the proposed approach positively, particularly in relation to the objectives of the Contract.
- There are no 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 (2) month before the expiry of the initial or current contract period. In that case, the Contract 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 Contract for whatever reason does not affect rights and obligations resulting from any Further Agreements. The terms of this Contract continue to apply to any Further Agreements remaining in force after this Contract has ended.

2.3 The duration of any Further Agreements awarded to the Contractor under this Contract 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 Contract 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 Contract. 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 that complies with the provisions of this Contract, 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:

- 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 Contract.

4.3 In the event of termination of this Contract 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 Contract. 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 Contract.

5. Price and other financial provisions

5.1 The maximum value of the Contract is as follows:

Lot	**Description**	**Maximum Contract value in EUR excluding Dutch VAT and including all local VAT and costs**
1	Market access and business export coaching: Expert A € 300.000 Expert B € 100.000	€ 470.000
2	Traceability and certification team: Expert A € 300.000 Expert B € 100.000	€ 470.000
3	Ecosystem development team: Expert A € 200.000 Expert B € 100.000	€ 350.000

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 Contract and Further Agreements concluded on the basis of this Contract. The rates of the Further Agreements shall not be indexed.

Daily rate in Euro for lot [1/2/3]; *excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.*

€ xxx

5.5 The price referred to in article 5.4 of this Contract 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 country where the expert is based.

In case the expert is not located in Côte d'Ivoire, he/she may, when carrying out assignments in Côte d'Ivoire, 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 Côte d'Ivoire he/she 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 the 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, tel 088-0424400, option 2.
For questions regarding e-invoicing via an accounting program (Peppol), please contact 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.
Contractor must state the order number on the invoice. He can send the 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 Contract 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 Contract 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 Contract 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 Contract 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 ARVODI, 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).

Thus agreed and duly signed by both parties,

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]
Esther Zandt Team Manager Procurement Office	[name] [position]