Framework Agreement ARVODI-2025 relating to the CBI project 'Scaling regenerative coffee cultivation' in Colombia for lot [1/2/3]

IUC number: 202607178

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of Economic Affairs and Climate,
legally represented in this matter by 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 [place],
legally represented in this matter by
[name and position],
hereinafter referred to as the Contractor,

WHEREAS:

- The Contracting Authority wishes, in relation to the performance of Services in the area of experts for CBI project 'Scaling regenerative coffee cultivation' in Colombia 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 eight and a half (8,5) months, an optional extension of two (2) years and another optional extension of two (2) years and four (4) months, 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 CBI project 'Scaling regenerative coffee cultivation' in Colombia 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:

Contractor: a tenderer selected to be party to the Framework Agreement relating to the performance of Services 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.

Framework Contractor: a tenderer selected to be Party to the Framework Agreement relating to the performance of Services in the as defined 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 Framework Agreement.

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].

Tender Document: the Contracting Authority's document dated [date], ref. 202607178, 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 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 all Framework Contractors to submit a Quotation for a 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 in the area of lot [1/2/3] as defined in the Tender Document.

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) (if applicable);
2. the Memorandum of Information, dated [xx];
3. the Tender Document, including its annexes, dated [xx];
4. the ARVODI-2025;
5. the Tender issued by the Contractor to the Contracting Authority on [date].

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 [date] and has an initial contract period of eight and a half (8,5) months and an optional extension of two (2) years and another optional extension of two (2) years and four (4) months, to be exercised unilaterally by the Contracting Authority, under the same conditions, each time with a maximum period of two (2) years. The total duration of the Framework Agreement is therefore maximum five (5) years (and nineteen days) including extension options.
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 three (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 the Tender Document, 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, 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 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 five (5) working days of receipt of a 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 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, with no higher fee for the replacement.

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.

5. Price and other financial provisions

5.1 The maximum value/amount of the Framework Agreement as mentioned in the Tender Document is as follows:

Lot	Description	**Maximum Contract value in EUR** *(excl. Dutch and local VAT and incl. all local costs and fees)*
1.	Expert in Technical Coaching for SMEs on regenerative agriculture practices in coffee production, productivity management, investments and export, aligned with EU market demand	€ 500.000,-
2.	Institutional expert, to improve service provision and sector collaboration in the coffee sector in Colombia	€ 400.000,-
3.	Expert for Local Project Coordination in Colombia	€ 400.000,-

5.2 The Contractor may invoice in accordance with the arrangements in the Further Agreement that have been accepted by the Contracting Authority. 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.

5.3 The price referred to in article 5.1 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 does not include VAT.

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.

Daily rate in Euro for lot [1/2/3]
€ ……

5.5 The daily rate 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. The daily rate is in euro (€) and all-inclusive, excluding Dutch VAT and (if applicable) local foreign VAT, and including 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, costs related to visa applications (except costs payable to a foreign Embassy for visa application), local levies, communications costs, local meals, local travel and local accommodation expenses. "Local" is in this case the country where the expert is based.

- In case your company is not located in Colombia, you may, when carrying out assignments in Bogotá, invoice local expenses according to the flat rates on the UN-DSA list. 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/).
- If the expert is based in Colombia, DSA (Daily Subsistence Allowance) may only be invoiced when the expert travels to a programme city other than their city of residence , and only after obtaining prior approval from the CBI Programme Manager. Travel costs incurred within the expert's city of residence must be included in the daily rate.

5.6 The Contractor must send the invoices electronically to:
Organisation identification number: 00000004000000006000
attn. financiële administratie, RVO.

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

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 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 is the lead expert.

6.2 At least once a 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)).

6.3 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. Intellectual property rights

As provided in Articles 23.1, 23.4 and 23.5 of the ARVODI-2025, all copyrights an database that can be exercised in respect of the results of the Services are assigned to the Contracting Authority. The Contractor assigns these rights to the Contracting Authority as soon as they arise.

9. Time and place

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

9.2 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.

10. Other Terms and Conditions

10.1 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.

10.2 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).

11. Final provisions

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

11.2 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
Economic Affairs and Climate
and commissioned by Judith Arends
Managing Director CBI of
the Netherlands Enterprise Agency (RVO),

[Name]
Team Manager Procurement Office

[*place*],
[*date*]:

On behalf of [*name Contractor*]

[function and name]

[Schedule(s): …]