***Instruction:***

***- Text/clauses preceded by ‘<OPTIONAL>’ are optional.***

***- Where ‘OR’ is stated between the clauses, choose one of the options and delete the other(s).***

***NB: Delete this instruction before using the contract.***

(Date: May 2018)

Implementation of Framework Agreement, ref. …

**CALL-OFF CONTRACT, ref. …, relating to [*lot*]**

**The undersigned:**

1. The State of the Netherlands, which has its seat in The Hague,

 represented by the [*Minister of /State Secretary for* *…*],

 legally represented in this matter by

 … [*signatory’s name and position*],

 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 and position*],

 hereinafter referred to as the Contractor,

**WHEREAS:**

1. The Contracting Authority and the Contractor concluded a Framework Agreement on [*date*] relating to the implementation of activities in the area of …, ref. …, hereafter referred to as ‘the Framework Agreement’, which applies to all contracts for the performance of Services that the Contracting Authority awards during the term of the Framework Agreement;

2. By letter (ref. …) the Contracting Authority asked the Contractor (and the other service providers with which a corresponding Framework Agreement was concluded on [*date*]) to submit a Quotation for the performance of the Services described therein. The Request for Quotations forms an integral part of this Call-off Contract as Schedule 1;

3. The Contractor submitted a Quotation, ref. …, to the Contracting Authority on [*date*];

4. The Contracting Authority has awarded the contract as defined in the Request for Quotations to the Contractor on the basis of the award criterion of [the best price-quality ratio *or* the lowest price *or* the lowest costs] ;

5. This Call-off Contract lays down the specific conditions applicable to the performance by the Contractor of the Services specified in the Request for Quotations.

**AGREE AS FOLLOWS:**

**1. Applicable conditions**

1.1 This Call-off Contract is governed by the provisions of the Framework Agreement, in so far as this Contract does not depart from it. The terms written with initial capitals in this Call-off Contract are defined in the Framework Agreement. The term ‘Contract’ in the ARVODI 2018 is to be read as ‘Call-off Contract’ for the purpose of this Contract.

1.2 The conditions included in the Quotation (including price indexation, discounts and guarantees) do not apply in so far as they are less favourable for the Contracting Authority than those included the Framework Agreement.

**2. Object of the Call-off Contract / further details concerning the Services**

2.1 The Contracting Authority hereby commissions the Contractor to perform the Services specified in the Quotation submitted on the basis of the Request for Quotations, which commission the Contracting Authority hereby accepts, in so far as this Call-off Contract does not depart from it. **<OPTIONAL>** The following additions and/or changes apply to the Services: …

* 1. The following documents together form the Call-off Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
1. this document;
2. the Framework Agreement dated [*date*];
3. the ARVODI 2018;
4. the Request for Quotations;
5. the other Schedules;
6. the Quotation issued by the Contractor to the Contracting Authority on [*date*], ref. …...

**3. Duration**

* 1. This Call-off Contract enters into force on [*date*] and ends on [*date*].

**OR**

3.1 This Call-off Contract enters into force on [*date*] and lasts until the result of the Services has been accepted by the Contracting Authority.

3.2 **<OPTIONAL*>*** If the result of the Services is provided in the form of a final report, in accordance with articles 1.6 and 1.7 of the Framework Agreement, the following conditions apply:

 1. The Contractor will provide [*number*] copies of the draft report in electronic form no later than [*date*]. The Contractor will make the changes requested by the Contracting Authority to the report within [*period*], and submit the amended draft report to the Contracting Authority no later than the deadline referred to in the next sentence.

 2. The Contractor will provide [*number*] copies of the final report in electronic and hard copy form no later than [*date*], in accordance with the requirements set out in [Schedule 1] to this Call-off Contract.

3.3 **<OPTIONAL>** If the Services have not been performed in full in accordance with the Contract within the agreed or extended term, the Contractor will immediately pay a penalty of 0.1% of the total or maximum price specified in the Contract for each day that it fails to perform the Services as agreed, up to a maximum of 10% thereof. If, other than through force majeure, the Contractor is permanently unable to perform the Services as agreed, the penalty will be immediately payable in full.

The penalty will be payable to the Contracting Authority, without prejudice to all other rights and claims, including:

1. its right to demand that the Services be performed as agreed;
2. the right to damages.

The penalty will be set off against amounts payable by the Contracting Authority regardless of whether the right to such amounts has been assigned to a third party.

**4. Financial provisions**

4.1 The following provisions apply in addition to the financial provisions of the Framework Agreement:

 In accordance with article 4.1 of the Framework Agreement, the Contractor will perform the Services to be provided on the basis of this Call-off Contract for a fixed total price of €… (excluding VAT).

 **OR**

4.1 The Contractor will perform the Services to be provided under this Call-off Contract for a price based on actual time worked, using the rates referred to in the Quotation. **<OPTIONAL>** The Contractor will charge a maximum price of €… (excluding VAT). The Contractor guarantees that this amount will not be exceeded and that the agreed Services will be provided for this maximum amount.

4.2 Payment will be made once the result of the Services has been received and accepted.

 **OR**

4.2 Payment will be made as follows:

- a sum of €… (including VAT) will be paid after this Call-off Contract has been signed, on submission of the bank guarantee referred to in article 19 of the ARVODI 2018; and

 - the remainder will be paid after the result of the Services has been received and accepted.

 **OR**

 4.2 A sum of €… (including VAT) will be paid after … (instalment(s)) have been accepted, and the remainder after the results of the Services have been received and accepted.

**5. Contacts and reports**

5.1 For the purpose of this Call-off Contract, the Contracting Authority’s contact is ... and the Contractor’s contact is ... . The contacts will hold consultations on the Contractor’s implementation of the work as frequently as the Contracting Authority demands, and at least once per … [*period*]. **<OPTIONAL>** The Contractor will report in writing on the progress of its work as frequently as the Contracting Authority demands, and at least [*number*] per [*period*].

5.2**<OPTIONAL>**Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts cannot make legally binding agreements on the Parties’ behalf.

**6. Place**

6.1 The work will in principle be performed at the offices of [*name*] at [*street*], [*town/city*].

Done on the later of the two dates stated below and signed in duplicate.

The Hague, [*date*] [*place*], [*date*]

For the Minister of / State Secretary for ... For [*Contractor’s name*]

[*signatory’s name*] [*signatory’s name*]

[*signatory’s position*] [*signatory’s position*]

[Schedule(s):]