***Instructions:***

***- 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 these instructions before using the contract.***

(Date: May 2018)

Implementation of Framework Agreement, ref. …

**CALL-OFF CONTRACT, ref. …, relating to [the hiring of staff] in the area of […]**

**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*],

hereafter 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*],

hereafter referred to as the Contractor,

**WHEREAS:**

1. The Contracting Authority and the Contractor concluded a Framework Agreement on [*date*] relating to the hiring of the Contractor’s Staff (as defined in the ARVODI 2018) in the area of …, ref. … (hereafter referred to as ‘the Framework Agreement’), which applies to all contracts for the hiring of staff in the area referred to 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 Call-off Contract does not contain any provisions to the contrary. 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 purposes of this Call-off 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 as 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 mutual 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. Staff**

* 1. The Contractor will use the following Staff in the performance of the Services specified in the Request for Quotations (including job profile/level):

name: …………., job profile/level: ………………

name: …………., job profile/level: ………………

3.2 The Contractor’s Staff named in article 3.1 of this Call-off Contract will perform the work specified in the Request for Quotations. (**Instructions:** Describe the work in more detail if appropriate. NB: Delete these instructions before using the contract.)

**4. Duration of the Call-off Contract**

4.1 The Staff will start the work referred to in article 3.2 of this Call-off Contract on [*date*]. The Staff will perform the work for [*period*], ending on [*date*].

**OR**

4.1 The Staff will start the work referred to in article 3.2 of this Call-off Contract on [*date*]. The Staff will perform the work until [*date*] at the latest or earlier if the Contracting Authority gives notification that the work is complete.

4.2 **<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 fine will be immediately payable in full.

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

1. the 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 payment of such amounts has been assigned to a third party.

**5. Place and time**

5.1 The Contractor’s Staff will perform the work at the Contracting Authority’s offices at [*street*], [*town/city*].

5.2 The Contractor’s Staff will perform the work on the following working days during office hours for […] hours per day: [*specify working days and working hours*].

**6. Financial provisions**

6.1The Contractor must submit invoices electronically in the manner prescribed in the Request for Quotations.

**OR**

6.1**<OPTIONAL>**Notwithstanding the provisions of article 17.1 of the ARVODI 2018 on electronic invoicing, the Contractor will send the invoice(s) to the Contracting Authority on paper. The Contractor will send the invoice(s), quoting the above-mentioned contract number and commitment number / purchase order number / resource expenditure number [*delete as appropriate*]…, to:

Ministry of …

Directorate-General for …

… Department, room …

Postbus ...

… Den Haag

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

The following hourly rates apply to the work performed by the Contractor’s Staff in the context of this Call-off Contract: … [including/excluding VAT]. [**Instructions:** *for the sake of clarity, include the rates given in the quotation – but check that they are not less favourable than those stipulated in the Agreement, cf. article 1.2 above.* ***NB:*** Delete these instructions before using the contract.]

6.3Official trips that the Contracting Authority asks the Contractor’s Staff to make must comply with the Contracting Authority’s rules and will be reimbursed in accordance with those rules. In the case of official trips that Staff make using their own means of transport and which begin and/or end in the place of residence of the person concerned, only the number of kilometres exceeding the number normally driven when commuting between place of residence and place of work will be reimbursed.

**OR**

6.3 The hourly rate covers any travel expenses incurred for official trips.

6.4 **<OPTIONAL>** The Contractor’s Staff will keep a [weekly/monthly] record of the time worked using a time sheet based on the model appended to the framework agreement. The Contractor’s Staff will submit a completed time sheet to the Contracting Authority once a [week/month]. If the Contracting Authority approves the time sheet, it will sign it and provide the Contractor’s Staff with a copy.

6.5 The Contractor will perform the Services under this Call-off Contract [at the hourly rates referred to in article 6.2 of the Call-off Contract / at the hourly rates referred to in the Quotation] based on the number of hours actually worked. The Contractor may charge for up to [*eight*] hours per day, unless a higher number of hours has been agreed beforehand in writing with the Contracting Authority.

6.6**<OPTIONAL>**The following costs relating to Staff induction are to be borne by the Contractor: ………….

**7. Contacts**

7.1 For the purpose of the implementation 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 a [period].]

7.2**<OPTIONAL>**Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts cannot enter into legally binding contracts on the Parties’ behalf.

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):]