

Public service contract (ARVODI 2014)
European Reintegration Network – Specific Action

Lot: <target country/region>

Contract number: ... <fill out by R&DS>

The undersigned:

1. The State of the Netherlands, the Ministry of Security and Justice, which has its seat in The Hague,
represented by the Minister of Migration,
legally represented in this matter by
LL.M. Mrs. R. Maas General director of the Repatriation and Departure Service (R&DS),
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 (Service Provider),

This contract is also concluded on behalf of all participating ERIN partner countries.

WHEREAS:

- The Contracting Authority requires a Service Provider (SP) which provides counselling and referral services to returnees in countries of origin returned from ERIN partner countries;
- The Contracting Authority has asked [name of company] to issue a quotation for this purpose;
- [Name of company] issued a quotation on [day month year] for Lot [target country/region];
- The Contracting Authority has accepted this quotation;
- [Name of company] has sufficiently familiarised itself with what the Contracting Authority wishes to achieve;
- The Parties wish to lay down the ensuing legal relationship in a written Contract;

agree as follows:

A number of terms in this Contract are written with initial capitals. The meanings of these terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2014 (ARVODI 2014).

1. Object of the Contract

1.1 The Contracting Authority hereby commissions the Contractor to perform counselling and referral to returnees in their country of return as described in the quotation submitted by the Contractor on [date] for lot [target country/region] (ref. ..., see Schedule 5) based on the request for quotations issued by the Contracting Authority on [date] (ref. ..., see Schedule 3 and ref. ..., see Schedule 4), in so far as this Contract does not contain any provisions to the contrary. The Contractor hereby agrees to perform these Services.

1.2 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 ARVODI 2014 (Schedule 1);
3. the Summary of Additional Information and Changes (Schedule 2);
4. the Description of Services and schedule of requirements (Schedule 3);
5. the Request for Quotations (Descriptive document) (Schedule 4);
6. the Quotation issued by the Contractor to the Contracting Authority on [date], ref ... (Schedule 5);
7. National Annex of ERIN partner countries (Schedule 7).

<These annexes are only shared with the winning Contractor!>

- 1.3 In addition to or in derogation from the provisions of article 1.1 of this Contract, ERIN Participating States may enter into additional services with the Contractor. The costs of these additional services are eligible for the participating state concerned.
- 1.4 The Contracting Authority has the right to add new participating countries to each of the target countries (per lot) during the term of this contract and under the same conditions of the Contract. Contractor has to follow this but cannot change the agreed flat rate service fee.

2. Formation and duration of the Contract

- 2.1 This Contract is formed once it has been signed by both Parties. In case Contractor unsigned this Contract the Contracting authority assumes that there is an agreement between the parties has been reached for the present service as mentioned in article 1.1 of this Contract.
- 2.2 The agreed Services will be performed in the period from 1 July 2016 to 1 June 2017. The Contracting Authority has the option to extend this contract unilaterally for a maximum period of 12 months.

3. Price and other financial provisions

- 3.1 The Contractor will perform the Services for a fixed flat rate service fee of €... per returnee. Any other charges then the fixed flat rate service fee may not be invoiced and will be rejected by the Contracting Authority. The currency of the flat rate service fee is EURO.
- 3.2 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.
- 3.3 The flat rate service fee covers all Services to be performed by the Contractor under this Contract.
- 3.4 The flat rate services fee is fixed and invariable during the term of this Contract.
- 3.5 In the event that the Contractor has a different currency than the Euro. The Contracting Authority may not be responsible for any exchange rate fluctuations and the Contractor cannot in response to this claim any compensation.
- 3.6 Payment and the acceptance of the services rendered shall be in accordance with the tender service specifications (see Schedule 3).
- 3.7 Notwithstanding the provisions of article 17.1 of the ARVODI 2014 on electronic invoicing, the Contractor will send the invoice(s) to the Contracting Authority on paper or as a pdf document. The Contractor will send the invoice(s), quoting the above-mentioned contract number and reference number, to:

Ministry of Security of Justice
Repatriation and Departure Service

Service Punt IFAD
Postbus 18580
2502 EN Den Haag

Or

E-mail: facturenifad@minvenj.nl

3.8 Penalty clause

If the Services to a returnee have not been performed in full in accordance with the terms of the Contract within the time limit as agreed or extended, the Contractor will owe the Contracting Authority an immediately payable penalty of 10% of the flat rate service fee per returnee. If it is clear that there is no prospect whatsoever of the Services being performed in full for reasons other than force majeure, the Contractor will immediately be liable for the full penalty. The penalty or penalties will be deducted from the final settlement of the flat rate service fee.

The penalty is payable to the Contracting Authority without prejudice to all its other rights, including:

- a. its right to demand that the Services be performed as agreed;
- b. its right to compensation.

3.9 A deduction to the flat rate service fee per returnee, the remaining 30%, can be applied when the SP fails to:

- spend at least 80% of the budget for reintegration packages per returnee to provide the services
for the returnee concerned: -10% of the budget for reintegration packages per returnee.
- spend at least 60% of the budget for reintegration packages per returnee to provide the services
for the returnee concerned: -20% of the flat rate service fee per returnee.
The deduction will be settled with the final payment of the flat rate service fee.

3.10 After termination of the Contract the Contractor must reimburse unused advances and subsidies to the Contracting Authority.

4. Responsible government officials

4.1 A responsible government official is designated by each participating ERIN Partner Institution. He/she is the sole responsible to supervise the execution of the tender as far as his/her ERIN Partner Institution is concerned.

4.2 The responsible government official is responsible, subject to confirmation by the Project Management Unit (PMU), for the acceptance and the supervision of the services rendered under this contract. He/she is not authorized to change the contract contents. In case any modifications to the contract would be made by him/her, these modifications shall be null and void.

4.3 Only the Contracting Authority is allowed to bring about contractual changes.

5. Contacts / project management / Communication

5.1 The Contracting Authority's contact is the ERIN Project Management Unit. The Contractor's contact is [name].

5.2 All external communication or communication with third parties concerning ERIN shall be approved by the Project Management Unit prior to communication/publication/circulation. The Contracting Authority may give directions on content and format, but the final approval

must be given by the Project Management Unit prior to communication/publication/circulation.

6. Time and place

6.1 The Services will be performed in the country/region of return of the returnees.

7. Reporting

7.1 The Contractor must submit narrative and financial report according to the below reporting cycle. The report shall be drafted in English.

The first interim narrative and financial report is due on 28th of February 2017, covering the period 1st of July 2016 to 31st of December 2016.

The second and final narrative and financial report is due on 31st of July 2017, covering the period 1st of January 2017 to 31st of May 2017.

8. Other Terms and Conditions

8.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2014 (ARVODI 2014) [(see Schedule 1)], [of which the Parties have already received a copy,] in so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract.

8.2 **<OPTIONAL>** *Notwithstanding the provisions of article ... of the ARVODI 2014, the following provision applies to ...:*

8.3 Without prejudice to the Contractor's duty, as defined in article 9 of the ARVODI 2014, to report to the Contracting Authority on the progress of the Services as indicated in the tender service specifications.

8.4 Article 19 of the ARVODI 2014 does not apply. Payment of advances shall run in accordance with the tender service specifications (see Schedule 3).

8.5 Notwithstanding the provisions of article 21 of the ARVODI 2014, the Contracting Authority cannot under any circumstances or for any reasons whatsoever be held liable for damage or injury sustained by the staff or property of the Contractor while the Contract is being carried out. The Contracting Authority cannot therefore accept any claim for compensation or increase in payment in connection with such damage or injury.

8.6 Further to article 24 of the ARVODI 2014, the Contracting Authority has sole authority to all products as being a result of the Contract. The Contractor will be cited as the implementing organisation if the Contracting Authority decides to do so.

9 User rights

9.1 The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contracting Authority accepts, such in the widest possible sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Contract is signed.

10. Declaration of integrity

The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff any benefit in order to obtain the contract nor arranged for them to be offered or given any such benefit. 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.

11. Final provisions

11.1 Any derogations from this Contract 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 Services that are the object of this Contract are nullified by the signature of this Contract.

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

The Hague, [date]

[place, date]

For the Minister for Migration

For [Contractor's name]

[signatory's name and position]

[signatory's name and position]

Schedule(s):

1. the ARVODI 2014 (Schedule 1);
2. the Summary of Additional Information and Changes (Schedule 2);
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