



Framework Agreement (Arvodi 2018) relating to efficiency assignments of investments in the Dutch (extra) high voltage network

IUC number: 202105048

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the State Secretary of Economic Affairs and Climate Policy, legally represented in this matter by drs. M.R. Leijten, Member of the Board of the Netherlands Authority for Consumers and Markets, 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:

1. The Contracting Authority wishes, in relation to the performance of Services in the area of efficiency assignments, to agree fixed terms for a certain period with one (1) service provider;
2. To this end, the Contracting Authority wishes to conclude a Framework Agreement having a term of four years, (hereafter referred to as: 'the Framework Agreement'), laying down the conditions applicable to all contracts for the performance of Services to be awarded by the Contracting Authority during the said term;
3. An EU contract award procedure for the selection of the Party to this framework agreement has been conducted on the basis of the Tender Document and subject to the Public Procurement Act 2012;
4. The Contracting Authority has judged the Contractor's bid to offer the best price-quality ratio;
5. This Framework Agreement lays down the conditions that apply to all Further Assignment 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 2018 (ARVODI 2018). In derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this Framework Agreement:

Tender Document: the Contracting Authority's document dated ... 2021, ref. 202105048 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.

Services: the work that the Contractor is to perform for the Contracting Authority under the terms of a Further assignment concluded on the basis of this Framework Agreement.

Tender: the tender dated ..., submitted by the Contractor on the basis of the Tender Document in the context of the EU contract award procedure dated ...

Further Assignment: the contract award between the Contracting Authority and the Contractor in accordance with the request for offer of which the Contracting Authority may award the Contractor contracts for the performance of Services during the term of this Framework Agreement.

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 the Framework Contractor to submit a Quotation for a public service contract.

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

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 Assignments to perform 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 Assignment referred to in the Request for Quotations is awarded by the Contracting Authority 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 Assignment in accordance with the conditions of this Framework Agreement. To this end, the Contractor must in that case conclude a Further Assignment with the Contracting Authority.
- 1.2 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;
 2. the Memorandum of Information, d.d.....;
 3. the Tender Document d.d. ..;
 4. the ARVODI-2018;
 5. the Tender issued by the Contractor to the Contracting Authority on d.d., ref ...
- 1.3 The Contracting Authority is entitled but not obliged to award contracts for the performance of Services during the term of this Framework Agreement. The Contractor cannot therefore claim any right whatsoever to be awarded contracts for the performance of Services during the term of this Framework Agreement.
- 1.4 The terms of this Framework Agreement apply in full to all Further Assignments 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 Assignment expressly departs from this Framework Agreement.
- 1.5 A Further Assignment states the specific Services to which it relates and its duration.
- 1.6 The result of the Services performed under each Further Assignment must be laid down in the form of a final report. The final report must in any event state that the Contracting

Authority is the copyright holder, specify the results achieved, the methods and techniques applied, and the resulting conclusions and recommendations, and contain a list of contents and a summary.

- 1.7 The Contracting Authority will state in a Further Assignment how many copies of the draft of the final report referred to in article 1.6 and of the definitive final report the Contractor must supply. The final report must be submitted in electronic form. The Contracting Authority will specify the format of the final report in the Further Assignment.

2. Duration of the Framework Agreement

- 2.1 This Framework Agreement comes into effect on 1 January 2022 and has a contract period of four (4) years.
- 2.2 Termination of this Framework Agreement for whatever reason does not affect rights and obligations resulting from Further Assignments. The terms of this Framework Agreement continue to apply to any Further Assignments remaining in force after this Framework Agreement has ended.
- 2.3 The duration of any Further Assignments awarded to the Contractor under this Framework Agreement will be stipulated in the individual Further Assignments for each contract for the performance of Services.
- 2.4 Contracting authority is entitled to terminate this Framework Agreement prematurely as soon as the maximum value of the contract is reached see art. 3.1, without any further compensation. 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 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:

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

3. Price and other financial provisions

- 3.1 The maximum amount of the Framework Agreement is EUR 600,157.04 (six hundred thousand hundred fifty seven euros and four cents) (exclusive of VAT) and EUR 800,000.- (eight hundred thousand euros) (inclusive of VAT).
- 3.2 The Contracting Authority reserves the right to extend the assignment with a maximum of four efficiency assessments under the same agreed terms and conditions of this Framework Agreement. In that case the maximum amount of the framework will rise up to EUR 800.000,- (eight hundred thousand euros) (exclusive VAT).
- 3.3 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.

3.4 The price referred to this Framework Agreement relates to all Services to be performed by the Contractor under the Further Assignment 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.

3.5 The agreed rates are in any case fixed until 1 January 2024.

Indexation requests can only be made once a year, only in October. Before and after this month, indexation requests for the next year will no longer be accepted. Indexation requests should be sent to the following email address: contractmanagement@RVO.nl

The prices and rates can be adjusted in accordance with the CBS Collective Labor Agreement wages per hour including special rewards, category business services. The monthly figure of the most recent published month is used for this, whereby the index figure of the month of the commencement date of the Contract is set at 100%.

The Contractor must submit the application specified with a printout from the CBS-Statline and make a reference in the application to the relevant Contract with the Client. The application includes a statement of the previous versus the new prices and rates.

After receipt of the request, the Client will confirm to the Contractor whether this request has been approved.

3.6 The Contractor must send the invoices electronically to:
Autoriteit Consument en Markt
Government identification number: 00000004000000152000
attn. Finance administration

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 4 different ways:

- The invoicing portal of the Dutch government;
- Link with Digipoort;
- E-invoicing with your own (accounting) software package through Peppol;
- E-invoicing through a service provider.

For more information: <https://www.helpdesk-efactureren.nl/e-facturen-versturen>

For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl, 088-0424400, option 2.

For questions regarding e-invoicing via an accounting program (Peppol), please contact operations@peppolautoriteit.nl, 020-3697653.

3.7 Payment will be made once the Services performed in accordance with a Further Assignment have been received and accepted.

4. Contacts / Project managers

4.1 The contact person of the Contracting Authority is Johan de Ruijter;
The contact person of the Contractor is xxx

4.2 At least one per year, the contacts of the two Parties will hold consultations on the way in which this Framework Agreement is being implemented (interim evaluation(s)).

4.3 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts cannot make legally binding agreements on the Parties' behalf.

5. Time and place

- 5.1 The work relating to the Services specified in a Further Assignment will be carried out at the place(s) stipulated in the Further Assignment.
- 5.2 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 Assignment 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.

6. Other Terms and Conditions

- 6.1 This Framework Agreement and a contract for the performance of Services in accordance with a Further Assignment are governed exclusively by the ARVODI 2018 (*already in the Party's possession*), in so far as this Framework Agreement does not depart therefrom. Any general and special terms and conditions drawn up by the Contractor do not apply.
- 6.2 Disruptions or delays in the execution of assignments as a result of the pandemic caused by Covid-19 are not in principle considered by the client to be a form of force majeure, unless these disruptions or delays arise directly and demonstrably from measures taken by the central government of the country where the work is to be carried out, containing restrictions on travel movements or transport restrictions that were not foreseeable in advance.
- 6.3 In addition to article 21 of the ARVODI 2018, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in article 21.3 of the ARVODI 2018. The liability amounts set out in article 21.3 of the ARVODI 2018 apply mutatis mutandis.
- 6.4 In addition to article 21 of the ARVODI 2018, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in article 21.3 of the ARVODI 2018. The liability amounts set out in article 21.3 of the ARVODI 2018 apply mutatis mutandis.
- 6.5 Articles 6.1 and 6.2 of the ARVODI 2018 do not apply. The Contractor may replace persons charged with implementing the Contract. The Contracting Authority may not refuse the replacement staff.
- 6.6 In addition to the provisions of article 22 of the ARVODI 2018, 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 quater 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 quater 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.

7. Declaration of integrity

The Contractor affirms 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 Assignments 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. Final provisions

- 8.1 Any derogations from this Framework Agreement or a Further Assignment are binding only if they have been expressly agreed by the Parties in writing.
- 8.2 Any written or oral agreements previously made by the Parties about the award of contracts for the performance of Services, whether under a Further Assignment or not, are nullified by the signature of this Framework Agreement.

Done and signed in duplicate.

The Hague, [place],
[date]: [date]:

For the State Secretary of [name Contractor]
Economic Affairs and Climate Policy,
on behalf of and commissioned by
drs. M.R. Leijten, Member of the Board of
the Netherlands Authority for Consumers and
Markets:

J.J.A. van Pelt, [signatory's name]
Team manager Procurement Office [signatory's position]