

Public service contract (ARVODI 2018)

IUC number: 202101102

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Agriculture, Nature and Food Quality, legally represented in this matter by drs. J. van Spronsen, Unit Manager Procurement Office, 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:

- The Contracting Authority wishes to conclude a Contract with one Contractor for the execution of services regarding the transportation and processing of Dangerous fireworks;
- The Contracting Authority has asked Contractor to published a tender document for this purpose;
- The Contractor submitted a tender on [day month year];
- The Contracting Authority has awarded the Contract to the Contractor based on this tender;
- The Contractor 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 2018 (ARVODI 2018).

1. Object of the Contract

- 1.1 The Contracting Authority hereby commissions the Contractor to perform services as described in the quotation submitted by the Contractor on [date] (ref. ..., Annex 5) based on the tender issued by the Contracting Authority on [date] (ref. 202101102, Annex 3), 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 including schedules;
 - 2. the Summary of Additional Information
 - 3. the tender document, ref 202101102;
 - 4. the ARVODI 2018;
 - 5. the tender issued by the Contractor to the Contracting Authority on [date], ref ...
- 1.3 Annex C explains the processes related to the execution of the Contract.

2. Formation and duration of the Contract

- 2.1 This Contract is concluded by the signing of the Contract by both Parties.
- 2.2 This Contract comes into effect on the 15th of November 2021 and has an initial contract period of one (1) year with three (3) times an option to extend this Contract, to be

exercised unilaterally by the Contracting Authority, under the same conditions, each time with a maximum period of 12 months. The total duration of the Contract is therefore maximum four (4) years, including extension options.

If the Contracting Authority wishes to make use of an extension option, he will notify the Contractor in writing of this no later than three (3) months before the expiry of the initial or current contract period.

3. Price and other financial provisions

- 3.1 The Contractor declares the actual number of kilograms of accepted waste for each completed order by means of subsequent calculation and in accordance with the pricing/rates as stated in the Tender (excl. VAT and including travel, accommodation and any other costs).
- 3.2 The Contractor's responsibility and services start with the acceptance of the Waste stream. Acceptance takes place when the Contractor collects the Waste stream at the Participating party's location.
- 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 fee covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.
- 3.5 The agreed rates are fixed and invariable until the 1st of January 2023.

After the 1st of January 2023, the rates may be adjusted once a year. Prices and rates can be adjusted in accordance with the CBS index figure for *Services prices; commercial services and transport (2015=100)*. The index figure will be based on the average figure over the 4 most recently published and established figures per quarter under the column 'Jaarmutaties'.

Requests for indexation can only be proposed once a year in the month of October prior to the indexation. Requests before and after this month will not be processed. Requests for indexation will have to be submitted to the following e-mail address:
categorie.afvalzorg@rvo.nl

The Contractor must submit the request for indexation with a specified printout of CBS-Statline and a reference to the relevant Contract with the Contracting authority. The request will have to include a description of the old versus the new prices and rates. The Contracting authority will confirm whether the request will be approved or not.

Contractor may submit a request for indexation outside the month of October. In such a case, the Contracting authority will determine whether or not this request will be honored.

- 3.6 Payment will be made within a period of 30 days once the results of the Services have been accepted.

4. Contacts / project managers

- 4.1 The Contracting Authority's contact is the central contractmanager *Afvalzorg en Grondstoffenmanagement*: A. Bharos (amresh.bharos@rvo.nl)

The Contractor's contact is ...

- 4.2 Consultations between parties about the performed service within the Contract will take place several times a year. The content, frequency and participants of these consultations are largely fixed and are described in Annex A, KPI Dangerous fireworks.

5. Time and place

- 5.1 In principle, the Services will be performed at the Contracting Authority's and the Contractor's location(s).
- 5.2 If the Services are performed at the Contracting Authority's offices, the Contracting Authority will give the Contractor's Staff access to the place where the Services are to be performed and will enable the Contractor's Staff to perform the Services in working conditions that reflect the Party's usual practice and during normal office hours.

6. Other Terms and Conditions

- 6.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018) (Annex 4), 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.
- 6.2 Without prejudice to the Contractor's duty, as defined in article 9 of the ARVODI 2018, to report to the Contracting Authority on the progress of the Services as often as and in such a manner as the Contracting Authority deems fit, the Contractor is in any case obliged to provide a report in accordance with the requirements as stated in KPI A. In addition, the Contractor will provide reports to be indicated by the Tender authority, as often as the Tendering authority requires
- 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 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.

- 6.5 If the Contractor uses subcontractors in the performance of the Contract, the Contractor will use subcontractors on whom no ground for exclusion, as referred to in article 2.86 and/or article 2.87 of the Public Procurement Act, is applicable.
- 6.6 If the Contractor uses subcontractors in the performance of the Contract, the Contractor will present an ESPD from each subcontractor Contractor intends to use for the execution of the Contract. The ESPD will have to make clear that no exclusion ground applies to the subcontractor(s).
- 6.7 The Contractor will replace a subcontractor if it becomes clear that an exclusion ground, as referred to in article 2.86 and/or article 2.87 of the Public Procurement Act, applies to this subcontractor.
- 6.8 The Contracting Authority is entitled to perform one or more audits during the term of the Contract. The main purpose of the audit(s) is to check whether the Services are performed in accordance with the requirements. If an audit shows that the Contractor does not

perform the Services in accordance with the requirements, the Contractor is obliged to do this as soon as possible.

7. Declaration of integrity

- 7.1 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.

8. Annexes of the Contract

- 8.1 The following annexes are part of the Contract:
- Annex A KPI's Dangerous fireworks
 - Annex B Format Recovery plan
 - Annex C Contract processes

9. Final provisions

- 8.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 9.2 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 and signed in duplicate.

The Hague,
date:

[place],
date:

For the Minister of
Agriculture, Nature and Food Quality,

[name Contractor]

and commissioned by

Jan van Spronsen MSc.
Unit Manager Procurement Office

[signatory's name]
[signatory's position]