



Public service contract (ARVODI 2018)

Verification Energising Development African Bio-digester Component (ABC)

IUC number: 202110139

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs for Economic Affairs and Climate Policy, legally represented in this matter by Mr Marcel Raats, Team manager Mondiale vraagstukken, Energie en Klimaat, 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 requires the execution of services for the purpose of the verification Energising Development African Bio-digester Component (ABC);
- The Contracting Authority has 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 tender submitted by the Contractor on [date] (ref. ...) based on the tender issued by the Contracting Authority on 27 December 2021, 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;
 4. the ARVODI 2018;
 5. the tender issued by the Contractor to the Contracting Authority on 27 December 2021 ref 202110139.

- 1.3 The results of the Services will be delivered in the form of or concluded with the submission of a final report. The final report will in any event contain a description of the results achieved, the methods and techniques used to generate them, and the conclusions derived from them. The final report must be submitted in electronic form.
- 1.4 The final report will be preceded by a draft report, which will be submitted in electronic form
- 1.5 The Parties will consult with a view to deciding on the format of the final report. The final report will in any event state that the Contracting Authority is the copyright owner.

2. Formation and duration of the Contract

- 2.1 This Contract is formed once it has been signed by both Parties.
- 2.2 This Contract comes into effect on <<date>> and has an initial contract period of 4 years.

3. Price and other financial provisions

- 3.1 3.1 The Contractor will invoice retrospectively, based on the number of [*days/hours*] per month actually worked and a [*daily/hourly*] rate of €... (excluding VAT and including travel, accommodation and any other costs).
The maximum sum to be invoiced by the Contractor is €... (excluding VAT); the Contractor guarantees that this sum will not be exceeded.
- 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 fee covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.
- 3.4 The agreed rates are fixed and invariable during the term of this Contract.
- 3.5 Payment will be made as follows:
- ..% at the start of the contract;
 - ..% after approval of the inception report;
 - Setup payment scheme for 60% will be based on the approved deliverables mentioned in chapter ...;
 - ..% after approval of the final product.
- 3.6 E-invoicing
The Contractor must send the invoices electronically to:
RVO MV Energie & Klimaat
Government identification number: 00000004000000171000

attn. RVO –

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 Simplerinvoicing;
- 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 (Simpler invoicing), please contact info@simplerinvoicing.org, 020-3697653.

- 3.7 The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.
You must state the order number on your invoice. You can send your invoice by e-mail in PDF format to pdfacturen@minezk.nl.

4. Contacts

- 4.1 The Contracting Authority's contact is Mr Marnix van Holland,
e-mail: Marnix.vanholland@rvo.nl
The Contractor's contact is ...
- 4.2 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts named above cannot make legally binding agreements on the Parties' behalf.

5. Time and place

- 5.1 In principle, the Services will be performed at the Contractor's office(s) and on location.
- 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) 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 event obliged to report in writing/orally one month after the start of the project.

7. 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.

8. Final provisions

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

Done and signed in duplicate.

The Hague,

[place],

[date]:

[date]:

For the Minister of
Economic Affairs and Climate Policy,

[name Contractor]

and commissioned by
Mr Marcel Raats, Team manager MV Energy
& Climate, Netherlands Enterprise Agency

Jan van Putten
Team Manager Procurement Office

[signatory's name]

[signatory's position]

Schedule(s):

- ARVODI 2018