Public service contract (ARVODI 2018) for the Supply of metocean data at IJmuiden Ver Investigation Area (Lot #)

Contract number: 202109062-63

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of Economic Affairs and Climate Policy,
legally represented in this matter by drs. B.A. Piersma director National Programmes at the Netherlands Enterprise Agency, 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 provision for a certain period of a continuous metocean dataset gained by means of a field measurement campaign at Ijmuiden Ver Investigation Area;
- An European Tender procedure has been conducted on the basis of the Tender document with reference 202109062-63 and subject to the Public Procurement Act 2012;
- [*Name of company*] issued a Tender on [*day month year*] for Lot #;
- The Contract Authority has judged the Contractor's Tender to be the Most Economically Advantageous Tender based on the best price-quality ratio for Lot #;
- [*Name of company*] has sufficiently familiarised itself with what the Contracting Authority wishes to achieve with Lot #;
- 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 supply validated meteorological and oceanographic measurement data at IJmuiden Ver Investigation Area as described in the quotation submitted by the Contractor on [*date*] (ref. ...) based on the request for quotations (Tender Document) and more particularly the Scope of Work (Annex 5, Section III), issued by the Contracting Authority on [*date*] (ref. ...,), 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 Memorandum of Information dated (xxx 2021)
3. the ARVODI-2018
3. the Tender Document with reference 202109062-63, including the annexes;
4. the Tender issued by the Contractor to the Contracting Authority on [*date*], ref …

1.3 Contractor shall provide two sets of metocean data over a period of 24 months. The results of the Services will be delivered in compliance with the requirements of the Tender Document. The metocean data will be made available to all potential bidders for offshore wind farms in the Netherlands.

2. Formation and duration of the Contract

2.1 This Contract is formed once it has been signed by *both* Parties.

2.2 The agreed Services will be performed in the period starting (date, 2022) until (date, 2025). The agreed Services are at least 24 consecutive data collection as mentioned in this Contract.

3. Price and other financial provisions

3.1 The Contractor will execute the Services on the basis of this Contract, more particular Annex 5 Section III - Scope of Work, under applicable terms and the Contract Price as specified in Annex 3 and Annex 5 Section II - Remuneration of the Tender document.

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 agreed rates are fixed and invariable during the term of this Contract and cover all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.

3.4 Payment will be made as stipulated in Annex 5 Section II – Remuneration of the Tender Document and in accordance with the bonus-mala terms as described in the afore mentioned Annex 5 .

3.6 The final reimbursement will depend on the fulfilment of the obligations regarding the delivery of the final report and the removal of all material used in the sea and on the seabed.

3.6 The Contractor will send the invoice(s) to the Contract Authority through Electronic Invoicing. Location name: RVO – Energie. In the field 'Referentie of ordernummer' state: (WOZxxxx).

OR (in case of a foreign contractor)

3.6 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 in PDF. The Contractor will send the invoice(s), quoting the above-mentioned contract number and reference number / purchase order number WOZxxxxxxx to: energie.roermond.facturen@rvo.nl

4. Representatives/project managers

4.1 The Contracting Authority's representative is ... The Contractor's representative 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 The Services will be performed as described in Annex 5 Section III - Scope of Work.

5.2 Starting date of the offshore metocean measurement campaign (more specific three systems) is the date as offered by Contractor and will not start later than March 31, 2022.

5.3 The payment schedule (including bonus-mala) will be based on the agreed starting date.

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) (already in Parties' possession) 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 In addition to article 15 (security) of the ARVODI 2018, the Contractor shall comply with Contract Authority's Health, Security and Environmental (HSE) requirements as specified in Annex 5, Section VI of the Tender document.

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

The Hague, [*date*] …	[*place, date*] …….. .....
For the Minister of Economic Affairs and Climate Policy represented by drs. B.A. Piersma, Director of National Programmes of the Netherlands Enterprise Agency and commissioned by:	For [*Contractor's name*]
(signatory's name)	[*signatory's name*]
Unit Manager Procurement Office	[*signatory's position*]

Annexes: