



Public service contract (ARVODI 2018)

IUC number: 202107122

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 Barto Piersma, Director of National Programmes of 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 services of Client Offshore Representatives during geophysical surveys at IJmuiden Wind Farm Zone (V-VI);
- The Contracting Authority published a European Invitation to Tender 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 himself 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. ...) based on the Tender Document 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 integrated 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 Memorandum of Information;

3. the Tender Document;
4. the ARVODI 2018;
5. the Tender submitted by the Contractor to the Contracting Authority on [date], ref ...

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 from [date] to [date]. If, due to unforeseen circumstances, the work is not finished by this last date, the Contract can be extended until all Services are completed.
- 2.3 Furthermore the Contract can be extended with one (1) year by the Contracting Authority in case the option to conduct an additional survey is invoked.
- 2.4 The Schedule of Key Dates for the first contract term is specified in the 'Scope of Work Geophysical Survey IJmuiden Ver Wind Farm Zone'.
- 2.5 Based on the cycle times of the geophysical contractor, a number of days per component has been estimated. For the sake of completeness you will find these numbers below:
 - offshore days
 - days standby
 - office days
 - mobilisations and demobilisations

3. Price and other financial provisions

- 3.1 The Contractor will invoice retrospectively, based on the number of *days* per month actually worked using the following rates:

The agreed rates (excl. tax, in Euros) are:

Offshore rate (based on 12h/day)	EUR
Standby rate onshore	EUR
Office rate (based on 8h/day)	EUR
Mobilisation and demobilisation based on mobilisation from Dutch seaport	EUR

In case, at the request of the Contracting Authority, the Client offshore representative will have to mobilise to or demobilise from a seaport outside of the Netherlands, Contractor can declare the actually incurred additional expenses.

- 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 In case the option to extend the Contract is invoked the rates may be adjusted once as of January 1, 2023 in line with the price index published by Statistics Netherlands for hourly rates of pay including special remuneration established under collective labour agreements

in the business services sector. For this purpose, the figure for the preceding month October 2022 will be used, with the index for October 2021 being set at 100%.

- 3.5 Payment will be made once the results of the Services have been accepted.
- 3.6 The Contractor must submit invoices in the manner prescribed in the Tender document.

4. Contacts / project managers

- 4.1 The Contracting Authority's contact is ...
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 The Services will be executed at the Contractor's office and at the worksite and in the period as specified in Scope of Work Geophysical Survey IJmuiden Ver Wind Farm Zone.

6. Liability, Insurance and Indemnity

- 6.1. The Contractor shall have in place relevant insurances to cover the Client Offshore Representative for the period of the provision of the Services, as listed below:
 - i. Employer's Liability Insurance.
 - ii. Public and Products Liability Insurance.
 - iii. Business Travel Insurance (including medical repatriation) to cover the Client Offshore Representative whilst working offshore;
 - iv. Personal Accident Insurance for death or permanent total disablement. Payment to be made in accordance with policy conditions.
- 6.2 Full details as to the scope of the insurance policies shall be made available to the Contracting Authority upon request.

7. Other Terms and Conditions

- 7.1 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.

8. 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.

9. Final provisions

- 9.1 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.

Done and signed in duplicate.

The Hague,
[date]:

[place],
[date]:

For the Minister/ of
Economic Affairs and Climate Policy

[name Contractor]

and commissioned by
Barto Piersma, Director of National
Programmes of the Netherlands Enterprise
Agency:

Jan van Spronsen MSc.
Unit Manager Procurement Office

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

Schedule(s):
- (ARVODI 2018)