

Public service contract (ARVODI 2018) for the performance of a Metocean assessment for Dutch Wind Farm Zones

Contract number: 202112138 WOZ 2210291

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 wishes, in relation to the execution for the performance of a Metocean assessment for Dutch Wind Farm Zones, to agree fixed terms for a certain period with one Contractor;
- The Contracting Authority has conducted an EU tender procedure for the selection of a party to this Agreement on the basis of the Tender Document and subject to the Public Procurement Act 2012;
- 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 for the performance of a Metocean assessment for Dutch Wind Farm Zones as described in the quotation submitted by the Contractor on [*date*], based on the Tender Document issued by the Contracting Authority on [*date*] (ref. 202112138), 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 Memorandums of Information;
 3. the Tender Document including the Annexes
 4. the ARVODI 2018;
 5. the tender issued by the Contractor to the Contracting Authority.

2. Formation and duration of the Contract

- 2.1 The contract will commence on 15 June, 2022 and the final deliverable is planned for ultimately September 30, 2027.

The database will have to be maintained (i.e. correct bug fixes) for a period of five years. The initial contract period will be 5 years, with an option to extend the Contract, to be exercised unilaterally by the Contracting Authority, under the same conditions, once with a maximum period of 2 years. The total duration of the Contract is therefore a maximum of 7 years, including extension options.

If the Contracting Authority wishes to make use of the extension option, he will notify the Contractor in writing of this no later than two (2) months before the expiry of the initial or current contract period. In any other case, the Contract will end by operation of law after the initial contract period or the contract period applicable at that time.

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 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 fee covers 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 mala terms as described in the afore mentioned Annex 5 Section II- Remuneration.
- 3.5 Invoicing by the Contractor must submit invoices electronically in the manner prescribed in the tender document.
The following reference number should be stated on the invoices: WOZ2210291
- 3.6 Article 17.1 of the ARVODI 2018 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 pdfffacturen@minezk.nl.

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 performed as described in Annex 5 Section III - Scope of Work.

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 In addition of 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 V of the Tender document.

7. User rights

- 7.1 The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contracting Authority accepts, such in the widest possible sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Contract is signed.

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

For [Contractor's name]

Jan van Putten
Team Manager Procurement Office

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

Schedules:

- Memorandum of Information;
- Tender Document including the Annexes;
- ARVODI 2018;
- Tender issued by the Contractor