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TN328326 Metocean assessment for Dutch Wind Farm Zones ANNEX 5 - Section II

REMUNERATION

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1 Introduction

1.1 Remuneration document

This document details the Remuneration as part of the Agreement that Contracting Authority has awarded to Contractor for carrying out Metocean assessment at the IJmuiden Ver (IJV) and Search Area 1.

2 Rates, prices and percentages

2.1 Currency

The rates and prices set out in the Pricing Schedule in this document (Section II) are in Euros (€).

2.2 Taxes (VAT)

The rates and prices contained herein exclude Value Added Tax that shall be charged in accordance with prevailing legislation. No Value Added Tax is levied on work outside the 12 Nautical Mile Zone.

2.3 Applicable rate with regard to large/ small fluctuating quantities

The rates and prices contained herein shall apply equally to executing the Work in large, small or fluctuating quantities.

2.4 Contract Price

The Contract Price set out herein shall be the remuneration payable to the Contractor for the Work set out in the Contract and shall take full account of the liabilities and obligations of the Contractor under this Contract.

2.5 Scope of Work

The Scope of Work set out in this Section II relates to the Scope of Work as detailed in Section III of this Contract.

2.6 Rates to include all contractors costs

All rates and prices set out in **Fout! Verwijzingsbron niet gevonden.** herein are inclusive of all the Contractors costs of whatever nature, unless otherwise agreed, associated with performing the Work in accordance with the Contract and shall include but not be limited to expenses, management time, overheads, labour (including but not limited to the cost of all productive and non-productive labour), supervision, direct remuneration and payroll related costs (including but not limited to salaries, National Insurance contributions or equivalent in the country of levy, payroll taxes, welfare funds, sick pay, bonus and incentive payments, statutory and annual holidays, health plans and the like), plant & equipment (including but not limited to maintenance and repair), goods, materials and consumables, delivery and collection charges, customs dues.

2.7 Fixed rates and prices

The rates and prices contained herein shall be fixed for the entire duration of the agreement. In case the option to extend the agreement is invoked, Contractor can

submit a request for indexation as detailed in the Tender Document 3.4.5. Fixed rates and prices.

3 Pricing Schedule

Fout! Verwijzingsbron niet gevonden. below sets out the elements of the Contract Price together with rates and prices for all variations to the Work. All costs related to carrying out the Work but not specifically mentioned in this table are included in the specified rates.

Overview of rates and prices

Table 1 Rates for provision of metocean assessment at IJmuiden Ver and Search Area 1

Activity	Exclusive of VAT
A. Provide Metocean Assessment Wind Farm Zones IJmuiden Ver and Search Area 1 according to Scope of Work specified in Annex 5-III (2.1 to 2.9).	Deliverable 1 € xx,xxx.xx Deliverable 2 € xx,xxx.xx Deliverable 3 € xx,xxx.xx Deliverable 4 € xx,xxx.xx Deliverable 5 € xx,xxx.xx Deliverable 6 € xx,xxx.xx
B. Budget of 700 hours for senior Expert to answer questions from third parties (2.10 of Annex 5-III Scope of Work document).	700 hours à € xxx.xx: € x,xxx.xx
C. Update of database and delivery of detailed output parameters and certification for an additional Search Area(s). i) <i>(optional according to Scope of Work specified in Annex 5-III (2.11))</i>	€xxx,xxx.xx price of update per additional Search Area
D. Additional support from project team: • 100 hours of Project manager • 100 hours of Senior Expert • 100 hours of Junior Expert (ii) <i>(optional according to Scope of Work specified in Annex 5-III (2.12))</i>	100 hours à € xxx.xx: € x,xxx.xx 100 hours à € xxx.xx: € x,xxx.xx 100 hours à € xxx.xx: <u>€ x,xxx.xx</u> Total: € x,xxx.xx
Contract price P = A + B + C + D	€xxx,xxx.xx

3.1 Malus

3.1.1 Data delivery and reporting

If the Contractor, fails to provide the final deliverables 1 and 2, including certification for applicable deliverables, as specified in SECTION III – Scope of

Works, by the dates specified in the Scope of Works for those deliverables, the Contracting Authority will charge a malus of 0.1% of the total contract price (P) for each working day that Contractor fails to perform the Work as agreed. The Contractor is to allow for 10 working days for reviewing by the Client for the first review of each deliverable and 5 working days for reviewing by the Client for the second review. In case these review times are exceeded by the Contracting Authority, the deadline applicable for Mala will be postponed with the number of such days.

3.1.2 *General*

The amount of applied mala shall not exceed ten per cent (10%) of the contract price.

If, other than through force majeure, the Contractor is permanently unable to perform the Work as agreed, the mala will be immediately payable in full as specified above.

The mala will be payable to the Contracting Authority, without prejudice to all other rights and claims, including:

- the right to demand that the Work be performed as agreed;
- the right to damages.

All amounts of such mala for which the Contractor may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by the Contracting Authority in the event that the Contractor fails in its respective obligations under the CONTRACT. Such mala shall be the sole and exclusive financial remedy of the Contracting Authority in respect of such failure.

The mala will be set off against amounts payable by the Contracting Authority regardless of whether the claim for payment of such amounts has been transferred to a third party.

4 **Payment Schedule**

Payments on delivery of each deliverable as per the schedule for deliverables in Annex 5 Scope of Work.