



Contract reference number: [...]

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 ... [signatory's name and position], 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,

jointly referred to as the Parties

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 research- and development Services as described in the proposal submitted by the Contractor on [date] based on the Call for Action Water as Leverage Cartagena – Construyendo con el Agua issued by the Contracting Authority on [date], in so far as this Contract does not contain any provisions to the contrary. The Contractor hereby agrees to perform these Services.

At the end of Phase 1, the Advisory Board advises the CA on the feasible Conceptual Designs to be further developed. The CA will use this advice from the Advisory Board and will communicate to the team which Conceptual Designs will be transformed into Project Proposals in the subsequent phase. Information on the minimum set of Conceptual Designs and the assessment procedure at the end of Phase 1 is described in the Call for Action document. The CA reserves the right to terminate the contract in case the minimum number of Conceptual Designs with a 'go-decision' is not met at the end of Phase 1.



At the end of Phase 2, the Advisory Board advises the CA on the Project Proposals (if any) to be further developed. The CA will inform the teams about this decision. The CA reserves the right to terminate the contract in case the minimum number of Project Proposals with a 'go-decision' is not met at the end of Phase 2.

A contractor receiving a go-decision will continue developing one of the project proposals into a ready-to-tender infrastructure project. The Call for Action document provides further provisions on the deliverables and implications for Phase 3. The contractor will present the draft deliverables to the CA. The Advisory Board will provide feedback to the CA on the deliverables, after which teams will finalise their deliverables for the completion of Phase 3 and send them to the CA.

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:

- this Contract;
- the ARVODI 2018;
- Questions and Answers document
- the Guidelines Water as Leverage Cartagena – Construyendo con el Agua of 28 November 2022;
- the Call for Action Water as Leverage Cartagena – Construyendo con el Agua of 28 November 2022;
- The English version of the proposal issued by the Contractor to the Contracting Authority on [date], ref ...

1.3 The documents referred to in Article 1.2 are - also when not initialled - Attachments as in the definition that is used in the ARVODI-2018 (see attachment).

1.4 At the end of Phase 1, the deliverables include but are not limited to:

- A minimum of four and maximum of six innovative, integral and implementable conceptual designs for water and climate adaptation related infrastructure, following the requirements as stipulated in the Call for Action;

1.5 The final deliverables of Phase 1 will be preceded by a final-draft set of deliverables, which shall be sent by the Contractor to the Contracting Authority 10 days before the local design workshop in September 2023.

1.6 At the end of Phase 2, the deliverables include but are not limited to:

- A minimum of three project proposals on pre-feasibility level, following the requirements as stipulated in the Call for Action;

1.7 The final digital deliverables of Phase 2 will be preceded by a set of draft deliverables, which shall be sent by the Contractor to the Contracting Authority 10 days before the local design workshop in March 2024.

1.8 At the end of Phase 3, the deliverables include but are not limited to a project proposal on full feasibility level, consisting of the following items, further described in the Call for Action:

- Technical feasibility study
- Detailed cost-benefit analysis and financial analysis
- Land need assessment and acquisition plan
- Detailed engineering design
- Environmental and Social Impact Assessment (ESIA)
- Bidding documents



- DRIVE intake
- Reporting

2. Formation and duration of the Contract

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

2.2 The agreed Services for Phase 1 must be completed by 15 September 2023.

2.3 If at issue, the agreed Services for Phase 2 must be completed by 29 March 2024.

2.4 If at issue, the agreed Services for Phase 3 must be completed by 31 January 2025.

2.5 If the Services have not been performed in full in accordance with the Contract within the agreed or extended term, the Contractor will immediately pay a penalty of 0.1% of the total or maximum price specified in the Contract for each day that it fails to perform the Services as agreed, up to a maximum of 10% thereof. If, other than through force majeure, the Contractor is permanently unable to perform the Services as agreed, the penalty will be immediately payable in full.

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

- a. the right to demand that the Services be performed as agreed;
- b. the right to damages.

The penalty 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.

3. Price and other financial provisions

3.1 The Contractor will perform the Services for a fixed amount of € 1.200.000,- (excluding Dutch VAT and including foreign VAT, travel & DSA costs and any other costs) under the condition of approval for Phase 1 and 2.

Phase 1 consists of an amount of € 200.000,-.

Phase 2 consists of an amount of € 300.000,-.

Phase 3 consists of an amount of € 700.000,-.

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 amount covers all Services to be performed by the Contractor under this Contract, including any materials and expenses needed for this purpose.

3.4 Payment takes place as follows, after receipt of the invoices:

Phase 1:

- € 125.000,- after returning a signed copy of this contract;
- € 75.000,- after receipt and acceptance of the results of Phase 1 (this amount shall be added to the first invoice of Phase 2)



Phase 2, if at issue:

- € 200.000,- at the start of Phase 2, after the go-decision based on the Phase 1-results
- € 100.000,- after receipt and acceptance of the results of Phase 2 (this amount shall be added to the first invoice of Phase 3)

Phase 3, if at issue:

- The payment schedule for Phase 3 will be determined in discussion between CA and contractor.

3.5 Contractor is required to send invoices to:

Netherlands Enterprise Agency

RVO – Partners for Water

Mentioning the Contract reference number

Government Organisation Identification Number (OIN): 00000004000000161000

Netherlands-based organisations have to send-in their invoices using eFactureren (more information on www.helpdesk-efactureren.nl)

Foreign-based organisations have to send-in their invoices in PDF to InkoopPvW@rvo.nl

If the invoice is not sent according to these instructions, this may result in the invoice not being processed or the payment term being extended.

3.6 Payments to third parties employed or hired by the Contractor, if any, shall remain the responsibility of the Contractor who shall ensure that such payments are made promptly.

3.7 The Contracting Authority may request at any time such evidence as may reasonably be required that the Contractor has used the amounts paid in accordance with the Contract in connection with the Services. The Contractor shall maintain proper financial records relating to the performed Services at all times during the Contract Period and for a period of six years after the end of the Contract Period.

4. Contacts / project managers

4.1 The Contracting Authority's contact is [...] (RVO). The Contractor's contact is [NAME]

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. Other Terms and Conditions

5.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018) (please refer to Annex 1) 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



5.2 Articles 13, 19 and 26 of the ARVODI-2018 do not apply.

5.3 Article 24 ARVODI-2018 does not apply. However, the Contractor is obliged to arrange a full right of use (licence) for the Contracting Authority and the third parties mentioned in the Guidelines document. In addition, the Contractor is obliged upon request to grant licenses to third parties at a fair market price. A more elaborate description of intellectual property and the applicable licence may be found in the Guidelines document.

If, within four years of its creation, any intellectual property resulting from this contract has not been commercially exploited by the Contractor (and/or any potential subcontractors), and the Contractor (and/or any potential subcontractors) is not using its best endeavours to do so, or the Contractor (and/or any potential Subcontractor) is using the intellectual property to the detriment of public interest, the Contractor (and any potential subcontractors) shall if requested by the Contracted Authority assign the intellectual property rights to the Authority

5.4 The Contractor will cooperate with evaluations that will take place during and after this contract in the context of the Water as Leverage trajectory and commissioned by the Contracting Authority.

5.5 Contrary to article 31 ARVODI-2018, the Contractor does not require permission from the Contracting Authority for notification of the contract in publications and advertisements. If Contractor wants to publish, it will state that the contract has been carried out in the context of a Water as Leverage Cartagena trajectory, as part of the bilateral collaboration between the Netherlands and Colombia. The contractor sends a copy of publications to the Contracting Authority.

6. Declaration of integrity and responsible business conduct

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.

The Contractor hereby declares that the activities will be conducted in accordance with

- the guidelines for Corporate Social Responsibility (CSR) of the Organisation for Economic Co-operation and Development (OECD)¹ and
- the Environmental and Social Performance standards² of the International Finance Corporation (IFC).

7. Final provisions

7.1 In addition to article 22 ARVODI-2018 it applies that in all cases of premature termination of this Contract the Contracting Authority may require the Contractor to complete the Services in such a way and transfer the results to the Contractor or a third party to be appointed by it, such that unimpeded continuation of the assignment is possible.

¹ <http://mneguidelines.oecd.org/guidelines/>

² https://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/Sustainability-At-IFC/Policies-Standards/Performance-Standards



7.2 Deviations from this Contract are only binding insofar as they have been expressly agreed between both Parties in writing.

7.3 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
[name of portfolio]

For [Contractor's name]

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

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