

Public service contract (ARVODI 2018)

Contract number: 202301043 / WOZ2230075

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 performance of Services of Certification of site characterization studies for Wind Farm Zones Nederwiek and Doordewind, to contract a service provider;
- 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;
- [Name of company] issued a Tender on [...] September 2023;
- The Contracting Authority has accepted this Tender;
- [Name of company] 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).

Client: the Netherlands Enterprise Agency.

Tender: the offer dated [day month year] with reference [reference], submitted by the Contractor on the basis of the Tender Document in the context of the EU tender procedure dated 26th June 2023, with reference 202301043.

Tender Document: the document dated 26th June 2023, with reference 202301043, which describes and explains participation to the Contract for the execution of the Work during a certain period, the tender procedure to be followed and the selection and award criteria.

Work: the work that the Contractor is to execute for the Client under the terms of this Contract.

1. Object of the Contract

- 1.1 The Contracting Authority hereby commissions the Contractor to perform Services of Certification of site characterization studies for the Nederwiek and Doordewind Wind Farm Zones, as described in the Offer submitted by the Contractor on [day month year] (reference [reference]), see Tender document paragraph 1.3 - Time Schedule, based on the Tender Document issued by the Contracting Authority on 26th June 2023 with reference number 202301043, see Tender document paragraph 1.3 - Time Schedule, 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 published on [day month year]
 3. the ARVODI 2018;
 4. The following sections of Annex 5
 - (I) Scope of Work
 - (II) QHSE Requirements
 5. the Tender Document issued on 26th June 2023 with reference number 202301043;
 6. the Offer issued in Annex 4 by the Contractor to the Contracting Authority on [day month year] with reference [reference].

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 8th November 2023 up until and including 31st December 2026. If, due to unforeseen circumstances, the work is not finished by this last date, the Contract can be extended until all Services are completed, but ultimately up until and including 31st December 2027.

3. Price and other financial provisions

- 3.1 The Contractor will invoice retrospectively, based on the Contract Price as specified in Annex 4 - Prices rates.
- 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 the Work to be performed by the Contractor under this Contract, plus any materials needed for this purpose.
- 3.4 The agreed rates are fixed and invariable from 8th November 2023 up until and including 31st December 2026.
- 3.5 The agreed Contract Price will not be subject to indexation, except for the case the Contract period is extended.

- 3.6 Indexation of the unpaid Payment Milestones is agreed in case the Contract period is extended. In case the option to extend the Contract is invoked, the prices and rates can be adjusted once, at least 3 months before the end of the Contract. Requests for indexation can be addressed to contractmanagement@RVO.nl. The prices and rates can be adjusted in line with the index figure set by Statistics Netherlands (CBS Statline) applicable to collectively negotiated hourly wages (including special bonuses) in the corporate-services category (M Specialistische zakelijke diensten (specialised commercial services)). For this purpose, the monthly figure for the most recently published month is used and the index for the starting month of the Contract is set as 100%. The request for indexation submitted by the Contractor must be itemised, accompanied by a printout from CBS Statline, and contain a reference to the Contract in question with the Contracting Authority. The proposal must contain a summary of both the current prices and rates and the new prices and rates. The Contracting Authority will inform the Contractor in writing of the decision regarding whether or not to accept the new prices and/or rates. The Tenderer will not submit any zero or negative prices/rates.
- 3.7 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 purchase order number WOZ2230075 to: Energie.roermond.facturen@rvo.nl

4 Penalties

- 4.1 If the Services have not been performed in full in accordance with the Contract on the agreed Key Dates (Table 3 of Annex 5-I, Scope of Work), the Contractor will immediately pay a penalty of 0.1% of the Contract Price, as adjusted for approved Variation Orders, 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.

The penalties apply to all activities as mentioned in Annex 4 Prices/rates.

5. Contacts / project managers

- 5.1 The Contracting Authority's contact is
- | | |
|----------------|------------------|
| Name | [name] |
| Position | [position] |
| E-mail address | [e-mail address] |
- The Contractor's contact is
- | | |
|----------------|------------------|
| Name | [name] |
| Position | [position] |
| E-mail address | [e-mail address] |
- 5.2 At least two times per year, the contacts of the two Parties will hold consultations on the way in which this Contract is being implemented (interim evaluation(s)).
- 5.3 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts named above cannot make legally binding agreements on the Parties' behalf.

6. Time and place

6.1 In principle, the Services will be performed at the Contractor's offices.

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), Annex 8 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

8.1 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]

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

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

Schedule(s):

Annex.....

Annex.....