



Public service contract (ARVODI 2018) for a study on the long term economic and strategic outlook for companies that participate in the Dutch Government's tailor-made approach.

IUC number: 202306168

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 a study on the long term economic and strategic outlook for companies that participate in the Dutch Government's tailor-made approach.;
- The Contracting Authority has published a 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 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 perform services as described in the quotation submitted by the Contractor on [*date*] based on the tender issued by the Contracting Authority on [*date*] (ref. 202306168), 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;
 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 Contracting Authority intends to conclude a Contract for a period ranging from October 21, 2023 up until December 31, 2024, including a unilateral option for the Contracting Authority to extend the contract by two (2) years until and including December 31, 2026.

3. Price and other financial provisions

- 3.1 The Contractor will invoice retrospectively, based on the price per company report, including a summary of the actual hours/days worked per company report in accordance with the applicable 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 Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose. International travel costs will be reimbursed (economy class). Other costs (when travelling abroad) can be reimbursed to a maximum of the EC per diem rates. Per diem rates cover accommodation, meals, local travel within the place of mission and sundry expenses. https://ec.europa.eu/international-partnerships/system/files/per-diem-rates-20200201_en.pdf
- 3.4 The agreed rates are fixed and invariable during the term of this Contract.

OR

- 3.4 The agreed rates are fixed until December 31, 2024. Requests for indexation can be submitted only once a year, exclusively in the month of October. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address: contractmanagement@RVO.nl.

Prices and rates may be adjusted 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 will be used, with the index for the starting date of the contract being set at 100%.

Contractor must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority consent. The request will contain the old prices/rates versus the new prices and rates.

- 3.5 Payment will be made once the results of the Services have been accepted.
- 3.6 Invoicing by the Contractor must submit invoices electronically in the manner prescribed in the tender document.
- 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 pdfacturen@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 In principle, the Services will be performed at the Contractor's offices.

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) (see Annex 4), 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 Article 19 of the ARVODI 2018 does not apply.
- 6.3 In addition to article 21 of the ARVODI 2018, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in article 21.3 of the ARVODI 2018. The liability amounts set out in article 21.3 of the ARVODI 2018 apply *mutatis mutandis*.

7. 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.

8. Final provisions

- 8.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 8.2 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.

The Hague,
[date]:

[place],
[date]:

For the Minister of Economic Affairs For
and Climate Policy, and commissioned by
Barto Piersma, Director of National
Programmes of the Netherlands Enterprise
Agency:

[*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