



Public Service Contract (ARVODI 2018)

IUC number: 202308058

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, legally represented in this matter by René van der Burg, Director of Core Processes EU at Netherlands Enterprise Agency (NEA), 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/signatories' name(s)], hereinafter referred to as the 'Contractor',

WHEREAS:

Organisation and objective of Contracting Authority

- a. The Contracting Authority is responsible for carrying out an annual Quality Assessment (QA) of the Area Monitoring System (AMS) and Geospatial Aid Application (GSA), and for checking 'red parcels' that have been detected in the AMS. These activities are intended to ensure that the subsidies are distributed correctly among the applicants.
- b. In performing its duties, the Contracting Authority needs a Contractor to provide support in carrying out the annual QAs and manage the red parcels when required.

Course of the Contract award procedure

- c. In the context of the recitals at a. and b. above, the Contracting Authority has initiated a procedure to award a Contract for the performance of 'Quality Assessment and Red Parcel Management in the GSA and AMS for 2024-2027' by means of an European Public Tender;
- d. a tender notice was sent by or on behalf of the Contracting Authority in the form of a Supplement to the Official Journal of the European Union on xxx December 2022 and has been published under number <S number>;
- e. The Contractor submitted a tender on [day month year];
- f. The Contracting Authority has awarded the Contract to the Contractor on <date> based on the criterion of most economically advantageous tender.
- g. The Contractor has sufficiently familiarised itself with the objectives of the Contracting Authority;
- h. 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 definitions of these terms are set out 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 provide the Services described in the offer submitted by the Contractor on [date] (ref. ..., see Schedule 6) in response to the tender issued by the Contracting Authority on 24 November 2023 (ref. IUC 202308058, see Schedule 5), in so far as this Contract does not contain any provisions to the contrary. The Contractor hereby agrees to provide these Services.
- 1.2 The following documents are an integral part of this Contract. In the event of any inconsistencies, a higher ranked document will take precedence over a lower ranked document:
1. this document
 2. the Data Processing Agreement
 3. the Memorandum of Information
 4. the Tender Document
 5. the requirements
 6. ARVODI 2018
 7. the Service Level Agreement
 8. the Contractor's offer to the Contracting Authority dated [date], ref ...
- 1.3 The Services will consist of the following annual Quality Assessment (QA) tasks and red parcel management activities:
- a. QA of parcels from the AMS, including:
 - I. ECO scheme parcels (approximately 10,000 each year)
 - II. AECM parcels (approximately 12,000 each year)
 - b. QA of parcels from the GSA (approximately 800 parcels per year), including:
 - I. GSA parcels
 - II. BISS/CRISS parcels
 - c. Optional assessment of red parcels. If the number of red parcels detected by the AMS exceeds 10,000, the Contracting Authority will require the Contractor to assess the red parcels, with a minimum of 5,000 and a maximum of 30,000 parcels per year.
- 1.4 The following Services will be provided annually to support the quality assessments and the management of red parcels:
- a. Developing and maintaining the CAPI environment
 - b. Developing and maintaining the data pipeline and data transfer
 - c. Developing and maintaining the web-based viewer
 - d. Hosting the web-based viewer
 - e. Archiving

2. Formation and duration of the Contract

- 2.1 This Contract will come into effect on 28 March 2024 and has an initial contract period up until and including 31 December 2025 with two (2) renewal options to extend this Contract, to be exercised unilaterally by the Contracting Authority, under the same conditions, each time with a maximum period of 12 months. Consequently, including renewal options, the total duration of the Contract is therefore up until and including 31 December 2027.

If the Contracting Authority does not wish to renew the Contract, it will so notify the Contractor in writing no later than six (6) months before the initial or current contract period is due to expire. The Contract will then end by operation of law after the initial or current contract period. If the Contracting Authority does not notify the Contractor of its intent not to renew, the Contract will be tacitly renewed, if and when this option is still open.

- 2.2 If the Services have not been provided in full in accordance with the provisions of the Contract within the agreed or renewed 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 provide the Services as agreed, up to a maximum of 10% of the maximum Contract value. If, other than through force majeure, the Contractor is permanently unable to provide the Services as agreed, the penalty will be immediately payable in full.

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

- a. the right to demand that the Services be provided as agreed; and
- 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. Pricing and other financial provisions

- 3.1 The Contractor will provide the annual Services for a fixed aggregate fee of € ... (exclusive of VAT and inclusive of travel and accommodation expenses and any other costs). This can be broken down into the following components:

Breakdown of annual Services	Annual costs (exclusive of VAT)
Developing and maintaining CAPI environment	
Developing and maintaining data pipeline and data transfer	
Developing and maintaining web-based viewer	
Hosting web-based viewer	
Archiving	

- 3.2 The Contractor will invoice the Services relating to the QAs and the management of red parcels retrospectively, based on the number of parcels per month actually managed and a rate per parcel, as follows:

Breakdown of parcel management	Rate per parcel (exclusive of VAT)
Managing parcels from BISS/CRISS sample	
Managing parcels from GSA sample	
Managing parcels from ECO scheme sample	
Managing parcels from AECM scheme sample	
Managing red parcels	

The rates are exclusive of VAT, but inclusive of any other costs.

- 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 will cover all Services to be provided by the Contractor under this Contract, plus the cost of any materials required for this purpose.
- 3.4 The agreed prices will be fixed until at least until 1 January 2026.

Requests for indexation can be submitted 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.

Pricing and rates may be adjusted in line with the price index published by Statistics Netherlands for hourly rates of pay, including special payments under collective labour agreements, in the professional services sector.

CBS Statline

Table: CAO wages, contractual wage costs and working hours

Sector: All economic activities

Column: Hourly CAO wages incl. special payments

Sector: Total collective labour agreement sector

For this purpose, the figure for the preceding month of **October** will be used, with the index for the effective date of the contract (i.e. March 2024) being set at 100%.

The Contractor is expected to submit an itemised request for indexation, together with a printout of the information from Statistics Netherlands, making reference to the Contract with the Contracting Authority. The request is required to list the earlier pricing/rates as well as the new pricing/ rates.

Upon receipt of the documents, the Contracting Authority will send confirmation to the Contractor if it decides to grant the request.

- 3.5 Payment will be made once the results of the Services have been accepted.
- 3.6 The annual costs can be invoiced retrospectively on a quarterly basis. The Services related to the QAs and red parcels are subject to monthly billing based on costs actually incurred.
- 3.7 In 2024, the full annual costs will be billable, despite the fact that the Contract will not take effect until 28 March 2024.
- 3.8 The Contractor must send the invoices electronically to:
Rijksdienst voor Ondernemend Nederland
Government identification number: <<OIN nummer>>
Attn.: <<financiële administratie>>, <<contactpersoon>>

The general terms and conditions that apply to this Contract stipulate that invoices must be submitted electronically (not in PDF format). The Contractor has three options for doing so:

- Via the invoicing portal of the Dutch government
- E-invoicing using its own accounting software through Peppol
- E-invoicing through a service provider.

For more information: <https://www.helpdesk-efactureren.nl/e-invoicing-the-dutch-central-government-information-for-suppliers>

For questions regarding e-invoicing via the portal, please send an email to helpdesk-efactureren@rvo.nl or call +31 (0)88-0424400 (option 2).

For questions regarding e-invoicing via accounting software (Peppol), please send an email to operations@peppolautoriteit.nl.

OR

- 3.8 Article 17.1 of ARVODI 2018 regarding e-invoicing does not apply to companies located outside of the Netherlands. Foreign Contractors are required to reference the order number

on their invoices. Invoices in PDF format can be submitted by email to pdffacturen@minezk.nl.

4. Contact persons and reporting

- 4.1 The Contracting Authority's contact person is The Contractor's contact person is
- 4.2 Notwithstanding the provisions of Article 10.2 of ARVODI 2018, the contact persons named above cannot enter into legally binding agreements on the Parties' behalf.
- 4.3 The Contractor will periodically submit status reports on how the Contract is being performed. These reports will meet the requirements of the SLA as a minimum.

5. Delivery and completion

- 5.1 The Services will be provided from the Contractor's offices in principle.
- 5.2 If the Services are provided at the Contracting Authority's offices, the Contracting Authority will give the Contractor's Staff access to the place where the Services are to be performed and will enable the Contractor's Staff to perform the Services in working conditions that reflect the Party's usual practice and during normal office hours.
- 5.3 For details on the deadlines governing the delivery and completion of the offer and the different activities, see Annex xxx to the Contract.

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 Schedule 3), 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 are excluded.
- 6.2 In addition to the provisions of ARVODI 2018, the following articles from the General Government Terms and Conditions for IT Contracts 2022 (ARBIT 2022) (see Schedule 4) apply to the Services described in Articles 1.3 and 1.4 of this Contract:
 - a. Article 5. Quality assurance, provision of information and audits
 - b. Article 18. Processing of data
 - c. Article 19. Security procedures and information security
 - d. Article 32. Exit clause
- 6.3 In addition to the provisions of ARVODI 2018, the Services described in Article 1.4 of this Contract are governed by the special provisions on licenses and Articles 42 up to and including 45 of the General Government Terms and Conditions for IT Contracts 2022 (ARBIT 2022) (see Schedule 4).
- 6.4 Without prejudice to the Contractor's duty, as defined in Article 9 of ARVODI 2018, to report to the Contracting Authority on the progress of the Services as often as and in such a manner as the Contracting Authority deems fit, the Contractor is in any event obliged to report in writing/orally on [date].
- 6.5 If the duty of confidentiality imposed on the Contractor and its Staff under Article 13 of ARVODI 2018 is breached, the Contractor will be liable to pay the Contracting Authority a penalty of € 1,000 per event.

- 6.6 In addition to the provisions of Article 22 of ARVODI 2018, the Contracting Authority also has the right to cancel this Contract forthwith out of court by registered letter, without giving any warning or notice of default, if:
- a. the Contractor has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quater of the Criminal Code; or
 - b. a member of the Contractor's Staff has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quater of the Criminal Code and that staff member is on the Contractor's executive, management or supervisory board or has representative, decision-making or audit powers.

In the cases set out under (a) and (b) the right to cancellation expires three years after the judgment becomes unappealable.

10. 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.

11. Final provisions

- 11.1 Any derogations from this Contract will be binding only if they have been expressly agreed by the Parties in writing.
- 11.2 Any written or oral agreements previously made by the Parties about the Services described in this Contract will become null and void with the signing of this Contract.

Made and signed in duplicate.

The Hague, the Netherlands

[place]:

[date]:

[date]:

For the Minister of [redacted] [name of Contractor]
Economic Affairs and Climate Policy,

and commissioned by
René van der Burg, Director of Core Processes EU,
Netherlands Enterprise Agency

Jan van Putten
Procurement Office Team Manager

[signatory's name]

[signatory's job title]

Schedules:

1. Data Processing Agreement
2. Service Level Agreement (SLA)
3. ARVODI 2018
4. ARBIT 2022
5. Tender Document, including annexes
6. Offer dated ...