Public service contract (ARVODI 2018)

IUC number: 202305136

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of Economic Affairs for Economic Affairs and Climate Policy, legally represented in this matter by Mr. Loren Motamedi, Team Manager Mondiale Vraagstukken,
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 the LAND-at-scale project in Chad;
- The Contracting Authority has published a tender document 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*] (ref. 202305136) based on the tender issued by the Contracting Authority on [*date*] (ref. 202305136)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 including schedules;
2. the Summary of Additional Information;
3. the tender document;
4. the ARVODI 2018;
5. the tender issued by the Contractor to the Contracting Authority on [*date*], ref 202305136.

1.3 The results of the Services will be delivered in the form of or concluded with the submission of a final report. The final report will in any event contain a description of the results achieved, the methods and techniques used to generate them, and the conclusions derived

from them. A digital copy of the final report will be supplied. The final report must be submitted in electronic form.

1.4 The final report will be preceded by a draft report, which will be supplied digitally.

1.5 The Parties will consult with a view to deciding on the format of the final report. The final report will in any event state that the Contracting Authority is the copyright owner.

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 <<…>> to <<…>> (thirty six months).

3. Price and other financial provisions

3.1 The Contractor will perform the Services for a fixed aggregate fee of € … (excluding Dutch VAT and including local VAT, travel, accommodation and 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 covers all Services 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 during the term of this Contract.

3.5 Payment will be made as follows:

Payment	Deadline
Payment of 10% at the start of the contract	Within 4 weeks after this Contract has been signed
Set-up of payment scheme for 80% that will be based on reporting	Payment within 2 weeks after the inception report has been accepted
	Payment within 2 weeks after the annual narrative and financial workplans has been accepted
10% after approval of the final product	Within 2 weeks after the final narrative and financial report has been accepted

3.6 The Contractor must send the invoices electronically to:
<<dienstonderdeel>>
Government identification number: <<OIN nummer>>
attn. <<financiële administratie>>, <<contactpersoon>>.

The general terms and conditions that apply to this contract prescribe/contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:
- The invoicing portal of the Dutch government;
- Link with Digipoort;
- E-invoicing with your own (accounting) software package through Simplerinvoicing;
- E-invoicing through a service provider.

See attached ”Brochure e-factureren”.

For more information: https://www.helpdesk-efactureren.nl/e-facturen-versturen

For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl, 088-0424400, option 2.

For questions regarding e-invoicing via an accounting program (Peppol), please contact operations@peppolautoriteit.nl, 020-3697653.

3.7 Article 17.1 of the ARVODI 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 pdffacturen@minezk.nl.

4. Contacts / project managers

4.1 The Contracting Authority's contact is Ms. I. Greven.
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 The Services will be performed in Chad.

5.2 If the Services are performed 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.

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), 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.

6.2 In addition to article 24 of the ARVODI 2018, the Contracting Authority has sole authority to publish reports or parts thereof. The Contractor will be cited as the implementing organisation if the Contracting Authority decides to do so. If the Contracting Authority wishes to publish explanatory notes or a commentary to coincide with the publication of the final report, it will consult the Contractor before doing so.

6.3 In addition to article 24 of the ARVODI 2018, the Contractor may use, for the purpose of academic research and education, information obtained in the course of performing the Services, with the exception of personal information of a confidential nature. In doing so, the Contractor will not act contrary to the Contracting Authority's interests. In case of doubt, the Contractor will consult with the Contracting Authority in advance. If the Contracting Authority decides not to publish the results of the Services, the Contractor may submit a written request to the Contracting Authority, asking for permission to publish the results itself. This permission should be given in writing, and will not be withheld without good reason. The Contracting Authority may attach certain conditions to its permission.

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,	[*place*],
[*date*]:	[*date*]:
For the Minister	[*name Contractor*]
Economic Affairs and Climate Policy,	
and commissioned by Mr. Loren Motamedi,	
Team Manager Mondiale Vraagstukken,	
Netherlands Enterprise Agency (RVO)	
Jan van Putten	[*signatory's name*]
Team Manager Procurement Office	[*signatory's position*]

Attachment:

- ARVODI 2018