



DRAFT Public service contract (ARVODI 2018)

IUC number: 202302017

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 *[signatory's name and position]*, 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 preparation of a flood risk management project in Thu Duc city;
- 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. ..., see Schedule ...) based on the tender issued by the Contracting Authority on *[date]* (ref. 202302017), 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 ...

- 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. The final report must be submitted digitally.
- 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 comes into effect on <<datum>> and has an initial contract period of six (6) months with one (1) option to extend this Contract, to be exercised unilaterally by the Contracting Authority, under the same conditions, with a maximum period of twelve (12) months. The total duration of the Contract is therefore maximum eighteen (18) months, including extension option.
If the Contracting Authority wishes to make use of the extension option, he will notify the Contractor in writing of this no later than one (1) month before the expiry of the initial contract period. If the Contracting Authority does not make use of an extension option, the Contract will end by operation of law after the initial contract period.
- 2.2 If the Contracting Authority wishes to make use of the extension option, he will send a request for proposal to Contractor in which he clarifies what the specific goals and deliverables for the extension are. The Contractor must submit a quotation, having regard to the provisions of this Agreement, within ten (10) working days of receipt of the request for proposal. The Contracting Authority will not be required to pay to obtain the quotation.
- 2.3 The quotation, including the fee, must comply with and may not be less favourable than the Tender submitted.

3. Price and other financial provisions

- 3.1 The Contractor will perform the Services for a fixed aggregate fee of € (excluding VAT and including 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:
 - a sum of €... (excluding VAT) after Task 2 has been accepted ;
 - a sum of €... (excluding VAT) after Task 3 has been accepted;
 - the remainder will be paid after the final results of the Services have 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 different ways:

- The invoicing portal of the Dutch government;
- E-invoicing with your own (accounting) software package through Peppol;
- E-invoicing through a service provider.

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.

OR

- 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 locally in Thu Duc region and 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 Schedule ...), 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. Retention of material

- 7.1 Unless otherwise agreed in writing, the Contractor will retain the research material referred to in this Contract for the Contracting Authority for five (5) years free of charge, starting on the date on which the Contract is signed.
- 7.2 The Contractor must replace the material referred to above free of charge for as long as it is in its possession, if all or part of the material, for whatever reason, becomes unusable, is destroyed or is disposed of. This provision applies in so far as replacement is possible and desired by the Contracting Authority.
- 7.3 Once the five (5) year period has ended the Contractor will make the material available to the Contracting Authority or will destroy it free of charge at the latter's request. If the Contractor does not notify the Contracting Authority of the end of the period referred to, the retention of the material will be tacitly continued until one of the two Parties gives written notice of its discontinuation.

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 and signed in duplicate.

The Hague,
[date]:

[place],
[date]:

For the Minister of
Economic Affairs and Climate Policy,

[name Contractor]

and commissioned by
[Contractor's name][name of portfolio]

Jan van Putten
Team Manager Procurement Office

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

Schedules:

1. ARVODI 2018
- 2.
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