

Public service contract (ARVODI 2018)

PROJECT NAME: Provision of Client Representatives at Doordewind Wind Farm Zone

IUC number: 202407108

RVO project number: WOZ2240178

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs, 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 the services of Client Representatives during geotechnical surveys at the Doordewind Wind Farm Zone;
- The Contracting Authority published a European 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 on September 25, 2024;
- The Contracting Authority has provided a Memorandum of Information on *[day month year]*;
- 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 himself with what the Contracting Authority wishes to achieve;
- The Parties wish to lay down the ensuing legal relationship in a written Contract;
- Based on a joint assessment of the facts, based on the tender submitted by the Contractor, the Contracting Authority and the Contractor are unanimous in their opinion that the services provided by the service provider have a function of are related to or are necessary for the future construction of wind farms.

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).

Contracting Authority: The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO), part of the Ministry of Economic Affairs.

Tender: the proposal dated *[Month Date Year]*, submitted by the Contractor on the basis of the Tender Document in the context of the EU tender procedure dated September 25, 2024.

Tender Document: the document dated *[date]*, ref 202407108, which describes and explains the content of the Contract for the execution of the services during a certain period, the tender procedure to be followed and the selection and award criteria.

Geotechnical Survey Contractor: The Contractor that executes the geotechnical survey for the Contracting Authority

Remote Operation Facility: The Geotechnical Survey Contractor's office from which the geotechnical operations on the vessel are conducted and managed. The Client Representative can follow the actions here live on several screens.

1. Object of the Contract

- 1.1 The Contracting Authority hereby commissions the Contractor to perform services as described in the tender submitted by the Contractor on [date] (ref. ...) based on the Tender Document issued by the Contracting Authority on [date] (ref. ...), 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 integrated 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, issued by Contracting Authority dated [...], ref. [...];
 3. the Tender Document, including all Annexes;
 4. General Government Terms and Conditions for Public Service Contracts (ARVODI 2018);
 5. the Tender submitted by the Contractor to the Contracting Authority on [date], ref ...

2. Formation and duration of the Contract

- 2.1 This Contract comes into effect on [date] and ends on [date].
- 2.2 The agreed Services will be performed in the period described under 2.1. If, due to unforeseen circumstances, the work is not finished by this last date, the Contract can be extended by the Contracting Authority under the same conditions until all Services are completed. The Contracting Authority will inform the Contractor at least 1 month before the end of the Contract in case the Contracting Authority wishes to extend the Contract.

3. Price and other financial provisions

- 3.1 The Contractor will invoice retrospectively, based on the number of *days* per month actually worked using the following rates:

The agreed rates (excl. tax, in Euros) are as per the Table below. The rate for mobilisation and demobilisation as well as the rate for travel to and from Gothenburg, Sweden include travel, accommodation, food and any other costs:

Offshore day rate (based on working 12h/day)	EUR
Office day rate (based on working 12h/day)	EUR
Standby day rate onshore	EUR
Mobilisation and demobilisation (combined) based on mobilisation from a Dutch seaport (for the downhole campaign, as well as the seabed campaign vessel visit during mobilization)	EUR
Travel to and from Survey Contractor's Remote Operating facility in Gothenburg, Sweden (return travel), applies to the seabed campaign	EUR

In case, at the request of the Contracting Authority, the Client Representative will have to mobilise to or demobilise from a seaport outside of the Netherlands, Contractor can declare the actually incurred additional expenses. In the event that the geotechnical survey contractor cannot offer accommodation for the CR during the Mobilisation in port/

alongside, Contractor can declare the actually incurred expenses for a hotel, meals and (local) transport; to be agreed between Contracting Authority and Contractor case by case.

- 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 rates cover all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.
- 3.4 Payment will be made once the results of the Services have been accepted.
- 3.5 The Contractor must submit invoices in the manner prescribed in the Tender document.
- 3.6 Indexation of the rates 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 business services sector. 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.

4. Contacts / project managers

- 4.1 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]

- 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 executed at the Contractor's office, at the Geotechnical Survey Contractor's vessel or Remote Operation Facility and at the worksite and in the period as specified in the 'Scope of Work Client Representatives Geotechnical Survey Doordewind'.

6. Penalties

- 6.1 Contractor has included a list of 10 approved Client Representatives in Annex 3 of the Tender submitted on [day month year]; If Contractor wishes to replace or add candidates,

these candidates shall be approved by the Contracting Authority using the same assessment criteria as described in the Tender Document.

If, for whatever reason, Contractor is not able to provide a Client Representative that meets the Client's requirements (as described in the Tender Document) at the applicable date (as described in the Tender Document, Section 3.2), Contracting Authority is entitled to impose a penalty of EUR 500,- per day.

7. Liability, Insurance and Indemnity

- 7.1. The Contractor shall have in place relevant insurances to cover the Client Representative for the period of the provision of the Services, as listed below:
- i. Employer's Liability Insurance.
 - ii. Public and Products Liability Insurance.
 - iii. Business Travel Insurance (including medical repatriation) to cover the Client Representative whilst working offshore;
 - iv. Personal Accident Insurance for death or permanent total disablement. Payment to be made in accordance with policy conditions.

8. Other Terms and Conditions

- 8.1 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.
- 8.2 The Parties agree, as the occasion arises, to exclude application of the deemed employment relationship of homeworkers or persons treated as such as referred to in articles 2b and 2c of the Salaries Tax Implementation Decree 1965 and articles 1 and 5 of the Working Relationship (Designation as Employment) Decree (Decree of 24 December 1986, Bulletin of Acts and Decrees 1986, no. 655).
- 8.3 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.
- 8.4 In addition to the provisions of article 22 of the ARVODI 2018, the Contracting Authority may cancel this Contract forthwith out of court by registered letter, without giving any warning or notice of default, in the following cases:
- a. if 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. if 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.
- 8.5 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.

9. Declaration of integrity

- 9.1 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.

10. Final provisions

- 10.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 10.2 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

[name Contractor]

and commissioned by
Barto Piersma, Director of National
Programmes of the Netherlands Enterprise
Agency:

Jan van Putten.
Team Manager Procurement Office

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