

Standby Contract Client Representatives Geotechnical Survey Doordewind

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. [*Standby 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 Standby Contractor,

WHEREAS:

- The Contracting Authority requires the services of Client Representatives during Geotechnical Surveys at Doordewind;
- The Contracting Authority wishes to conclude a Service Contract in which the conditions for the Work are laid down;
- The Contracting Authority published a European Invitation to Tender for this purpose;
- The Contracting Authority has assessed the Standby Contractor's Tender and this Tender has been ranked second;
- The Standby Contractor has indicated to be eligible for the Standby Contract;
- This Standby Contract concerns a Standby Contract and is only activated in the event that the Service Contract with Contractor is terminated before the completion of the Services of the regular Service 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 Definitions

Standby Contract: this Contract including all Appendices.

Contractor: the Tenderer who finished as number one in rank in European Invitation to Tender on which Service Contract is concluded with.

Standby Contractor: the Tenderer who finished second in rank in the European Invitation to Tender on the basis of which the Standby Contract is concluded with him.

2 Commencement

- 2.1 The Contracting Authority has the right to convert this Standby Contract into a regular Service Contract in the event that the Service Contract with Contractor is terminated for whatever reason;
- 2.2 The Contracting Authority has the unilateral right to decide whether or not to convert the Standby Contract into a regular Service Contract. If the Contracting Authority decides not to convert this Standby Contract, it is not obliged to compensate Standby Contractor for costs and/or damage. The Contracting Authority will inform Contractor in writing of its decision

whether or not to convert this Standby Contract into a regular Service Contract. If the Contracting Authority decides not to convert this Standby Contract into the regular Service Contract, this Standby Contract will be terminated immediately and no more rights can be derived from this Standby Contract.

- 2.3 Standby Contractor guarantees a validity of its Tender during the first year of the Service contract, which term starts on the day of submission of the Tender. Validity between one year and two years after the submission of the Tender is not guaranteed but can be mutually agreed between the Parties (in case the Geotechnical Surveys would not be finished before the end date of the Contract).
- 2.4 If the Standby Contract is activated by the Client a Service Contract is drawn up, similar to the regular Service Contract. This Service Contract is equal to the Service Contract as formed in the European Invitation to Tender. Standby Contractor has to accept these terms unconditionally.
- 2.5 The Client shall at all times have the right – before using the Standby Contract and therefore concluding a service contract with the Standby Contractor – to (have) an investigation carried out as to whether the Standby Contractor (still) meets the exclusion grounds, suitability requirements, implementation conditions and can still meet the award criteria and the requirements to the assignment as included in the Tender Documents. The Standby Contractor shall be obliged to cooperate in such an investigation without compensation and to provide the relevant data immediately.
- 2.6 The Standby Contract has the same start date and duration as the standard contract and ends automatically without notice being required.

3. Final provisions

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

Done and signed in duplicate.

The Hague,
[date]:

[place],
[date]:

For the Minister/ of
Economic Affairs

[name Standby 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]