

Framework Agreement (ARVODI 2018) relating to European Public Procurement Testing fireworks (F2 and theatre fireworks)

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of / State Secretary for Infrastructure and Water management,
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:

1. The Contracting Authority wishes, in relation to the performance of Services in the area of Testing fireworks (F2 and theatre fireworks), to agree fixed terms for a certain period with one service providers;
2. To this end, the Contracting Authority wishes to conclude a Framework Agreement having a term of three years, with one optional extension(s) of one year, hereafter referred to as 'the Framework Agreement', laying down the conditions applicable to all contracts for the performance of Services to be awarded by the Contracting Authority during the said term;
3. An EU contract award procedure for the selection of Parties to this framework agreement has been conducted on the basis of the Descriptive Document and subject to the Public Procurement Act 2012;

4. The Contracting Authority has judged the Contractor's bid to offer the best price-quality ratio;
5. This Framework Agreement lays down the conditions that apply to all contracts for the performance of Services that the Contracting Authority intends to award during the term of this Framework Agreement and that may or may not be awarded to the Contractor after competition between the Framework Contractors based on the award criterion of the best price-quality ratio;

AGREE AS FOLLOWS:

A number of terms in this Framework Agreement are written with initial capitals. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018). In derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this Framework Agreement:

Descriptive Document: the Contracting Authority's document dated 29th of August 2024, ref. TN 461583, which describes and explains participation in the Framework Agreement for the performance of Services during a certain period, the tender procedure to be followed and the selection and award criteria.

Services: the work that the Contractor is to perform for the Contracting Authority under the terms of a Call-off Contract concluded on the basis of this Framework Agreement in the area of Testing fireworks.

Tender: the tender dated ..., ref. ..., submitted by the Contractor on the basis of the Descriptive Document in the context of the EU contract award procedure dated ..., ref.

Quotation: an offer to perform Services submitted by the Contractor to the Contracting Authority in response to a Request for Quotations under this Framework Agreement.

Request for Quotations: an invitation by the Contracting Authority under this Framework Agreement to all Framework Contractors to submit a Quotation for a public service contract.

Framework Contractor: a tenderer selected to be Party to the Framework Agreement relating to the performance of Services in the area of Testing fireworks.

1. Object of the Framework Agreement

- 1.1 During the term of this Framework Agreement the Contracting Authority may issue Requests for Quotations for contracts to perform Services. In response to the Request for Quotations, the Contractor must submit a Quotation that is not less favourable than the Tender submitted by the Contractor. If the contract referred to in the Request for Quotations is awarded by the Contracting Authority to the Contractor on the basis of the award criteria for the further award stipulated in the Descriptive Document, the Contractor must perform that contract in accordance with the conditions of this Framework Agreement. To this end, the Contractor must in that case conclude a Call-off Contract with the Contracting Authority.
- 1.2 The following documents together form this Framework Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
 1. this document;
 2. the ARVODI 2018;
 3. Information notice
 4. the Descriptive Document;
 5. the Tender;
- 1.3 The Contracting Authority is entitled but not obliged to award contracts for the performance of Services during the term of this Framework Agreement. The Contractor cannot therefore claim any right whatsoever to be awarded contracts for the performance of Services during the term of this Framework Agreement.
- 1.4 The terms of this Framework Agreement apply in full to all Call-off Contracts concluded during the term of this Framework Agreement between the Contracting Authority and the Contractor concerning contracts for the performance of Services specified in a Request for Quotations, unless a Call-off Contract expressly departs from this Framework Agreement.
- 1.5 A Call-off Contract states the specific Services to which it relates and its duration.
- 1.6 The result of the Services performed under each Call-off Contract must be laid down in the form of a final report. The final report must in any event state that the Contracting Authority is the copyright holder, specify the results achieved, the methods and

techniques applied, and the resulting conclusions and recommendations, and contain a list of contents and a summary.

2. Duration of the Framework Agreement

- 2.1 This Framework Agreement enters into force on the date that it is signed by both Parties. It has a term of three years, with the option of extension by one year under the same conditions to be exercised unilaterally by the Contracting Authority.

The Contracting Authority must notify the Contractor in writing no later than three months before the expiry of the initial term of the Framework Agreement if it intends to exercise its option to extend the Framework Agreement. If the Contracting Authority does not exercise its option to extend the Framework Agreement, it will end automatically upon expiry of the term referred to in the first sentence of this article.

- 2.2 Termination of this Framework Agreement for whatever reason does not affect rights and obligations resulting from Call-off Contracts. The terms of this Framework Agreement continue to apply to any Call-off Contracts remaining in force after this Framework Agreement has ended.
- 2.3 The duration of any Call-off Contracts awarded to the Contractor under this Framework Agreement will be stipulated in the individual Call-off Contracts for each contract for the performance of Services.

4. Price and other financial provisions

- 4.1 The Contractor may invoice monthly for Services performed under the Framework agreement that have been accepted by the Contracting Authority. The invoice amount is based on the number of days per month actually worked.
- 4.4 After one year, the rates may be adjusted once a year as of 1 January 2026 by a percentage equal to the price index published by Statistics Netherlands for hourly rates of pay including special remuneration established under collective labour agreements in the business services sector. For this purpose, the figure for the previous month (December) will be used, with the index for January being set at 100%.

- 4.5 The Contractor must submit invoices electronically in the manner prescribed in the Requirements.
- 4.6 Payment will be made once the Services performed in accordance the Tender have been received and accepted.

5. Contacts / Project managers

- 5.1 The Contracting Authority's contact is Coordinator PVO.
The Contractor's contact is
- 5.2 At least once per year, the contacts of the two Parties will hold consultations on the way in which this Framework Agreement is being implemented (interim evaluation(s)).
- 5.3 The Contracting Authority's project manager is the department chairman .
The Contractor's project manager is

6. Time and place

- 6.1 The work relating to the Services specified in the Tender will be carried out at the place(s) stipulated in the Tender.
- 6.2 Each Party undertakes to give the other Party's Staff access to the place where the work relating to the Services specified in the Tender must be performed and also to enable such Staff to perform the work in working conditions that reflect that Party's usual practice and in normal office hours. The Parties undertake to instruct their Staff to abide by the internal rules applicable at the place where the work is to be carried out.

7. Other Terms and Conditions

- 7.1 This Framework Agreement and a contract for the performance of Services in accordance with a Call-off Contract are governed exclusively by the ARVODI 2018, in

so far as this Framework Agreement does not depart therefrom. Any general and special terms and conditions drawn up by the Contractor do not apply.

- 7.5 If the duty of confidentiality imposed on the Contractor and its Staff under article 13 of the ARVODI 2018 is breached, the Contractor will be liable to pay a penalty of € 50.000,00 per event.
- 7.6 Notwithstanding article 21.3 of the ARVODI 2018, the liability referred to in that article is limited to € 3.000.000,00 per event and € 5.000.000,00 per contract year or part of a year for which the Contract is in force.
- 7.10 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.

9. Declaration of integrity

The Contractor affirms that it has not offered or given members of the Contracting Authority's Staff any benefit in order to be selected to be party to this Framework Agreement or in order to obtain Call-off Contracts for the performance of Services, nor arranged for them to be offered or given any such benefit, nor will it offer or give any such benefit or arrange for any such benefit to be offered or given. 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 Framework Agreement 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 award of contracts for the performance of Services, whether under a Call-off Contract or not, are nullified by the signature of this Framework Agreement.

Done on the later of the two dates stated below and signed in duplicate.

The Hague, *[date]*

[place, date]

For the Minister of/State Secretary for

For *[Contractor's name]*

[signatory's name]

[signatory's name]

[signatory's position]

[signatory's position]