



Public service contract (ARVODI 2018) for the Geological Desktop Studies for Search area 6/7 and Search area 3

IUC number: 202501052 WOZ number: WOZ2250200

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 Jeroen Lamers director National Programmes at 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 execution of a geological desktop study;
- A European Tender procedure has been conducted on the basis of the Tender document and subject to the Public Procurement Act 2012 with reference 202501052;
- [Name of company] issued a Tender on [day month year];
- The Contract Authority has judged the Contractor's Tender to be the Most Economically Advantageous Tender based on the best price-quality ratio;
- [Name of company] 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 supply of a geological desk study for search area 6/7 (SA67) and Search area 3 (SA3) as described in the quotation submitted by the Contractor on [date] (ref. ...) based on the request for quotations (Tender Document) and more particularly the Scope of Work (Annex 5, Section II 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 integral 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 dated (xxx 2025)
 3. the ARVODI-2018
 4. the Tender Document with reference 202501052 including the annexes;
 5. the Tender issued by the Contractor to the Contracting Authority on [date], ref ...

- 1.3 Contractor shall provide an assessment as described by Annex 5 II - Scope of Work. The results of the Services will be delivered in compliance with the requirements of the Tender Document. The study and data will be made available to all potential bidders for offshore wind farms in the Netherlands.

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 starting June, 2025 until December, 2025.
- 2.3 The Schedule of key dates is specified in Annex 5 - section II Scope of Work.

3. Price and other financial provisions

- 3.1 The Contractor will invoice retrospectively, based on the Contract Price as specified in Annex 4 - Price and Rates. The rates are excluding of VAT which must be paid by the Netherlands Enterprise Agency to the Dutch Tax Authorities, but including such as 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 agreed rates are fixed and invariable during the term of this Contract and cover all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.
- 3.4 Should the Contracting Authority exercise their entitlement to vary the Work, then the amended Work shall be valued by the Contracting Authority at the rates and prices contained herein insofar as it is fair and reasonable to do so or, where appropriate on a pro-rata basis and adjust the Contract Price accordingly.
- 3.5 The Contract Price set out herein shall be the remuneration payable to the Contractor for the Work set out in the Contract and shall take full account of the liabilities and obligations of the Contractor under this Contract.
- 3.6 **For companies established in the Netherlands only**
Payment will take place after acceptance of the delivered activities or results.

Based on the purchasing conditions of the central government, you are obliged to send your invoice as an e-invoice. An e-invoice can be received and processed electronically. A pdf/email is not an e-invoice.

Would you like to know more about how to e-invoice? More information can be found in the e-invoicing leaflet for the central government and via the website of the e-invoicing Helpdesk: helpdesk-efactureren.nl.

Your invoice will only be processed if you clearly specify it.

In order to ensure smooth processing of your invoice, you must include the following information in your quotation:

- Name and address details;
- Chamber of Commerce number;

- Place of establishment according to the Chamber of Commerce;
- IBAN.

For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands.

Notwithstanding the provisions of article 17.1 of the ARVODI 2018 on electronic invoicing, the Contractor will send the invoice(s) to the Contracting Authority in PDF. The Contractor will send the invoice(s), quoting the above-mentioned contract number and reference number / purchase order number WOZ2250200 to: energie.roermond.facturen@rvo.nl

4. Payment milestones

- 4.1 After the delivery of the first draft report of a Search Area, including all relevant data sets, the contractor can invoice up to eighty per cent (80%) of total price of that particular Search Area as specified in Annex 4 Prices & Rates.

Final payment of the remaining twenty per cent (20%) shall become payable after completion and approval of all Final Reports and all relevant data sets.

5 Contacts / project managers

- 5.1 Th 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]

- 5.2 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. Place

- 5.1 In principle, the Services will be performed 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) (already in Parties' possession) 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.

7. Declaration of integrity

- 7.1 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.

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.

Thus agreed and duly signed by both parties,

The Hague,
[date]:

[place],
[date]:

For the Minister of Economic Affairs
and Climate Policy, and commissioned by
Jeroen Lamers, Director of National
Programs of the Netherlands Enterprise
Agency:

For [Signatory's name]

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

S.J.T. Korfmacher MSc.
Unit Manager Procurement Office

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

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