



Appendix A – concept
Public Service Contract (ARVODI 2025)

between

the Ministry of Foreign Affairs
Rome Embassy

and

<contractor>

regarding

Gardening services Ambassador's residence in
Rome

contract number:
201865003.001.140

Public Service Contract (ARVODI 2025)

Contract number: 201865003.001.140

Liability number: <...>

Name and address details:

<Name>

<Address>

<Postal code>

Chamber of Commerce number: <...>

Chamber of Commerce establishment number: <...>

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Ministry of Foreign Affairs, represented in this matter by the ambassador, M. Stibbe, hereinafter referred to as: the Contracting Authority,

and

2. [Contractor's full name and legal form], which has its registered office in [...], represented in this matter by [signatory's name] **<OPTIONAL>** and [cosignatory's name], hereinafter referred to as: the Contractor,

WHEREAS:

Organisation and procurement needs of the Contracting Authority

- The Contracting Authority is responsible for the gardening services Ambassador's residence in Rome;
- In performing its duties the Contracting Authority needs a contractor for gardening services Ambassador's residence in Rome;
- Contractor has sufficiently familiarised itself with what the Contracting Authority wishes to achieve by means of the contract;
- In connection with the above recitals, the Contracting Authority conducted a public tender for the procurement of gardening services Ambassador's residence in Rome;
- the Contracting Authority awarded the contract to the Contractor on [date];
- Parties wish to record the resulting legal relationship in writing in an Agreement.

AGREE AS FOLLOWS:

A number of terms in this Contract are written with initial capitals. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025).

1. Subject of the Contract

- 1.1 The Contracting Authority engages the Contractor to perform Services as described in the Contracting Authority's request for tenders dated [date], reference [...] (Schedule ...) and the Contractor's tender dated [date], reference [...] (Schedule ...).

- 1.2 This Contract is governed exclusively by the ARVODI 2025 of which the Parties already possess a copy), unless this Contract contains provisions to the contrary. Any general and special terms and conditions of the Contractor do not apply.
- 1.3 The following documents are an integral part of this Contract. In the event of inconsistencies, the document that is higher in the list takes precedence:
1. this document;
 2. the ARVODI 2025;
 3. the request for tender;
 4. the other Schedules;
 5. the tender submitted by the Contractor to the Contracting Authority dated [date], reference [...].
- 1.4 Derogations from this Contract are binding only if this has been explicitly agreed in writing or by email between the Parties.
Any agreements previously made by the Parties about the Services expire upon the signing of this contract.

2 Contract formation, timetable or duration and other provisions

- 2.1 This Contract is formed when it has been signed by the last Party to sign it.
- 2.2 The Services will be performed in the period from September 1, 2026 to and including August 31, 2030. The Contracting Authority may renew the Contract on the same terms and conditions for a period of four times for a maximum of twelve months each time. If the Contracting Authority uses the renewal option, the Contracting Authority will inform the Contractor in writing or by email no later than two months before the expiry of the initial or then applicable term of the Contract. The Contract ends on August 31, 2034.
- 2.3 The Contractor is aware that the collective bargaining agreement applied by the terminating contractor (National Collective Bargaining Agreement for Cleaning and Multiservices, CNEL code K511), regulates the situation of contract changes, providing for a safeguard procedure for workers through the so-called "social clause," which obliges the Contractor to hire the personnel of the terminating company under certain conditions.
- 2.4 Before signing the contract, appropriate documentation must be submitted to the Contracting Authority to verify the correct payment of wages and social security and welfare contributions.
- 2.5 It is understood that the Contracting Authority may always exercise the so-called "approval clause" regarding the workers who will perform cleaning services and therefore request, in accordance with the principles of fairness and good faith, the Contractor not to assign certain workers to the contract.

3 Price and other financial provisions

- 3.1 The Contractor will perform the Services for a fixed total price per year. This fixed total price amounts to € [...] (excluding VAT and including travel, accommodation and any other expenses).
- 3.2 If the Contractor does not charge VAT but some or all of the Services prove not to be exempt from VAT, the Contractor cannot subsequently charge this VAT.
- 3.3 The price covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.
- 3.4 You can index the prices annually starting from 01-01-2028 based on the National ISTAT consumer prices for blue and white-collar worker households index (FOI) (In Italian ISTAT dei prezzi al consume per le famiglie di operai ed impiegati).

The agreed rates are fixed until 31-12-2027 and may be adjusted for the first time on 01-01-2028 and subsequently every twelve months, by a percentage up to a maximum of the index figure determined and published by ISTAT.

The Contractor will submit a proposal two months prior to the extension period with a specification of the new rates. Only after mutual agreement, the new rates can be applied.

3.5 The Contractor will invoice per month.

4 Contacts

4.1 The contact for the Contracting Authority is [name and job title].
The contact for the Contractor is [name and job title].

4.2 The contacts will hold consultations on the performance and progress of the Contractor's work as frequently as the Contracting Authority demands and at least once per every two weeks.

5 Integrity

The Contractor declares that the Contracting Authority's Staff have not been given and are not being given any benefit with a view to being awarded the contract.

6 End of the Contract (exit)

6.1 If the Contract ends (or ends early) for any reason whatsoever, the Contractor will, at the Contracting Authority's first request, take whatever action is reasonably necessary to ensure that a new contractor or the Contracting Authority itself can without impediment take over the performance of the Services. If necessary the Contractor will take part in consultations with a succeeding contractor at the Contracting Authority's request.

6.2 Other than in the event of the cancellation of the Contract pursuant to article 21, paragraph 1 or 3 of the ARVODI 2025, the Contractor will perform the Services referred to in paragraph 1 at the rates and on the terms specified in the Contract or, in the absence thereof, at the rates generally applied by the Contractor and on such terms as may be agreed. The costs of the Services referred to in paragraph 1 will be borne by the Contractor in the event of an imputable failure on the part of the Contractor.

Place:
Datum:-.....-.....

by the Ministry of Foreign Affairs,
the ambassador,

Place:
Datum:-.....-.....

<Contractor's name>,
< signatory's name and position >,

M. Stibbe

<Name of authorized representative >

Schedules:

1. Request for tenders
2. Tender
3. ARVODI-2025.