



Annex 1. Draft Contract

Public Service Contract ARVODI-2025 relating to the Provision of commodity price Datasets
IUC-reference: 202603054

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs and Climate Policy, 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 [...], 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 [description of the organisation of the Contracting Authority, in so far as relevant to the Contract];
- In performing its duties the Contracting Authority needs Services relating to the provision of commodity price Datasets;
- [Name of company] has sufficiently familiarised itself with what the Contracting Authority wishes to achieve by means of the contract;

Course of the procurement procedure

- In connection with the above recitals, the Contracting Authority conducted an European public tender for the procurement of Services relating to the provision of commodity price Datasets;
- [description of the course of the procurement procedure followed];
- the Contracting Authority awarded the contract to the Contractor on [date];

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) and in the relevant Tender documents

1. Subject of the Contract

- 1.1 Contractor will perform Services for Contracting Authority, in accordance with the Invitation to tender, for the provision of commodity price Datasets, dated 5th of June 2026, reference 202603054 (Annex ...) and the Contractor's Tender dated [date], reference [...] (Annex ...).
- 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 (Annex 1);
 3. the Invitation to tender of Contracting Authority and other tender documents (Annex 2);
 4. the Tender submitted by the Contractor to the Contracting Authority dated [date], reference [...] (Annex 3)
 5. Other documents, if applicable
- 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

- 2.1 This Contract enters into force when it has been signed by the last Party to sign it.
- 2.2 The Services will be performed in the period from 7 September 2026 up and until 6 September 2028.
The Contracting Authority may renew the Contract twice on the same terms and conditions for a maximum period of one (1) year. If the Contracting Authority uses the renewal option, the Contracting Authority will inform the Contractor in writing or by email no later than three (3) months before the expiry of the initial or then applicable term of the Contract. The total term of this Contract shall be a maximum of four (4) years, including any extension options, and shall expire no later than 6 September 2030.

3 Price and other financial provisions

- 3.1 The Contractor will perform the Services for the fixed prices that are offered by Contractor in its Tender. This maximum total price for the Contract including options and extensions, 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 The agreed rates are fixed at least until 6th of September 2028.

Requests for indexation can be submitted only once a year, exclusively in the month of June. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address: contractmanagement@rvo.nl.

Prices and rates may be adjusted in line with the price index published by the Central Bureau of Statistics in the 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 preceding month September will be used, with the index for the starting date of the contract September 2026 being set at 100%.



Contractor must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority concert. The request will contain the old prices/rates versus the new prices and rates.

Upon receipt of the request Contracting Authority will send a confirmation to the Contractor if the request is granted.

3.5 The Contractor will invoice once every six months, after submitting a new Dataset and only once the Contracting Authority has assessed and accepted the Services.

3.6 The Contractor must send the invoices electronically to:
Rijksdienst voor Ondernemend Nederland
Organisation identification number: <<OIN number>>
attn. <<department>>

The general terms and conditions that apply to this contract prescribe/contain a provision that invoices must be sent electronically (not in pdf). This can be done in different ways:

- The invoicing portal of the Dutch government;
- E-invoicing with your own (accounting) software package through Peppol;
- E-invoicing through a service provider.

When creating an e-invoice through the supplier portal, only the order number <<number>> should be entered in the 'Reference or Order Number' field. Providing additional information in this field may result in issues with the automated acceptance and processing of the invoice.

For more information: <https://www.helpdesk-efactureren.nl/e-facturen-versturen>

If the invoice does not comply with the above requirements or is not submitted through the specified method, it may not be processed, and the payment period may be extended.

For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl, tel 088-0424400, option 2.

For questions regarding e-invoicing via an accounting program (Peppol), please contact operations@peppolautoriteit.nl.

3.7 Payment will be made once the Services performed in accordance with a Further Agreement have been received and accepted

3.8 Article 17 of the ARVODI 2025 (bank guarantee) does not apply.

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 one (1) year.

4.3 Notwithstanding article 8.2 of the ARVODI 2025, the contacts named cannot bind the Parties.



5 Intellectual property rights

Notwithstanding articles 23.1, 23.4 and 23.5 of the ARVODI 2025, the copyrights and database rights that can be exercised in respect of the results of the Services are not assigned to the Contracting Authority. The Contractor grants the Contracting Authority a non-exclusive, irrevocable right of use for an indefinite period, to publish and reproduce (and to have published and reproduced) the results of the Services.

6 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.

7 Obligation to supply information and audit obligation

- 7.1 Quality assurance is an aspect of the Contractor's quality management and is part of the Contract. In the framework of quality assurance the Contractor will take measures that give the Contracting Authority confidence that the agreed use can be made of the Services. The Contractor will take these measures on its own initiative.
- 7.2 The Contractor will provide all necessary information to show that the obligations arising from this Contract have been and are being fulfilled.
- 7.3 If concrete circumstances give cause to do so, the Contracting Authority can perform an audit (or have an audit performed). The Contractor will cooperate fully with audits, including audits among the Contractor's Staff, unless the Contractor cannot reasonably be expected to do so.
- 7.4 The Parties themselves will bear the costs they incur in connection with the information provision and audits referred to in this article, including the costs of third parties engaged by them.
- 7.5 The Contracting Authority may, as a consequence of the information obtained on the basis of this article, propose further measures at any time. The Contractor must carry out these measures in accordance with the standards of reasonableness.

8 End of the Contract (exit)

- 8.1 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.
- 8.2 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.



9 Other terms and conditions

- 9.1 By way of addition to article 21 of the ARVODI 2025 on ending the Contract, the Contracting Authority may cancel the Contract in writing or by email with immediate effect without recourse to the courts and without being required to send any prior demand 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 person is a member of the Contractor's administrative, management or supervisory board or has powers of representation, decision or control therein.

In the cases set out under (a) and (b) the right to cancellation expires three years after the judgment becomes final and unappealable.

The Hague, [date]

[place], [date]

For the Minister of Economic Affairs
and Climate Policy, and commissioned by
[Name + function]

Contractor's name]

E. Zandt
Team Manager Procurement Office EZK/LVVN

[signatory's name and position]

Annexen:

1. ARVODI 2025
2. the Tender Document
3. the Tender submitted by the Contractor