

## Public Service Contract (ARVODI 2025)

Contract number: [...]

### The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Foreign Affairs, represented in this matter by [signatory's name] 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,

Hereinafter together referred to as: the Parties

### WHEREAS:

#### *Organisation and procurement needs of the Contracting Authority*

- The Contracting Authority is responsible for the salary and personnel administration of (former) employees at representations worldwide;
- In performing its duties the Contracting Authority needs Payroll Management Services for Lot [X], as described in the Descriptive document;
- Contractor 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 a European tender through an open procedure for the procurement of Payroll management services;
- Contractor issued a Tender on [day month year];
- the Contracting Authority has accepted the Tender and 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).

#### **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 [...] (Annex [...]) and the Contractor's tender dated [date], reference [...] (Annex [...]).
- 1.2 The performance of the Service is measured using KPIs, as described in Annex G of the Descriptive document. These KPIs and the norms will be evaluated annually for their practicality and feasibility of implementation. If necessary, Parties may decide to amend the KPIs and/or their norms accordingly.

- 1.3 This Contract is governed exclusively by the ARVODI 2025 [(Annex ...) / 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.
- 1.4 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 Data Processing Agreement] OR [the standard contractual clause] (see article 2.3));
  3. the ARVODI 2025;
  4. the request for tenders (the Descriptive document);
  5. the Annexes that are part of the Descriptive document and/or the request for tenders, including the Summary/Summaries of Additional Information and Changes dated [date] and [date];
  6. the tender submitted by the Contractor to the Contracting Authority dated [date], reference [...].
- 1.5 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.
- 1.6 The Contracting Authority reserves the right to amend the number of its representations worldwide and, by extension, the total contract value, resulting from political developments.

## **2 Contract formation, timetable or duration**

- 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 [date] to [date]. The Contract ends on [date]. The Contracting Authority may renew the Contract on the same terms and conditions for a period of three years, and subsequently for a maximum of four times for a maximum of 12 months, to a maximum period of 10 years. If the Contracting Authority uses the renewal option, the Contracting Authority will inform the Contractor in writing or by email no later than three months before the expiry of the initial or then applicable term of the Contract.
- 2.3 The Contractor may only perform the Services offered after signing of a Data Processing Agreement (for EU-countries, countries with an adequacy decision, and companies established in the EU with binding corporate rules) or a Standard Contractual Clause (other countries).
- For Contractors from countries that cannot legally comply, the Contractor explicitly explains any deviation, which will then be reviewed by the Contracting Authority. The Contractor also explicitly explains what he does do to ensure an adequate level of data protection, which the Contracting Authority will review.
- 2.4 The Contractor may not transfer their rights and obligations under the Contract to Subcontractors, without the written consent of the Contracting Authority. The Contracting Authority will not withhold its consent without a good reason. The Contracting Authority may attach conditions.

## **3 Price and other financial provisions**

- 3.1 The Contractor will perform the Services for the fees as agreed in the Tender, in specific in [Appendix X] of the Descriptive document. All fees are based on the information received from the Contracting Authority.
- 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 fee covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.
- 3.4 The agreed (maximum) rates shall remain fixed for the first twelve (12) months of the Agreement. Thereafter, the agreed rates and prices may be indexed once every twelve (12) months. The first indexation may take effect as of **<day month year>**. The applicable indexation dates and reference months are set out in the table below.

| The Contractor may index the prices as of | The Contractor shall submit an indexation proposal before | The Contractor shall use the following reference month(s). |                                        |
|-------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------|----------------------------------------|
| <b>&lt;date&gt;</b>                       | <b>&lt;date&gt;</b>                                       | <b>&lt;date&gt; (old indexfigure)</b>                      | <b>&lt;date&gt; (new index figure)</b> |
| <b>&lt;date&gt;</b>                       | <b>&lt;date&gt;</b>                                       | <b>&lt;date&gt; (old indexfigure)</b>                      | <b>&lt;date&gt; (new index figure)</b> |
| <b>&lt;date&gt;</b>                       | <b>&lt;date&gt;</b>                                       | <b>&lt;date&gt; (old indexfigure)</b>                      | <b>&lt;date&gt; (new index figure)</b> |
| <b>&lt;date&gt;</b>                       | <b>&lt;date&gt;</b>                                       | <b>&lt;date&gt; (old indexfigure)</b>                      | <b>&lt;date&gt; (new index figure)</b> |

If the Contractor wishes to make use of the possibility of indexation, the Contractor shall submit a substantiated proposal for new rates, using the following index:

- For Lots 1 Western Hemisphere, 3 Asia and Oceania, 4 Middle East and 6 Africa: Consumer Price Index (CPI), World and Country Aggregates (CPI\_WCA) by IMF
- For Lots 2 Western Europe, 5 Eastern Europe and 7 Belgium: EU Hourly Labour Cost Index (or equivalent successor) by Eurostat

Where applicable, the initially published figures shall always apply. The Contractor shall apply the calculation method below, whereby the indexation percentage shall be rounded to two (2) decimal places:  $(\text{New Index Figure} - \text{Old Index Figure}) / (\text{Old Index Figure}) \times 100$

The Contractor shall attach a screenshot of the data used as supporting evidence. The Contractor shall send this proposal, including the contract name and contract reference number, to the following email address **<e-mail>**.

The indexation shall only take effect after the Contracting Authority has provided written approval of the submitted proposal. If the Contractor submits the proposal late, indexation shall only apply to the remaining term of the Agreement; no indexation shall be applied retroactively.

- 3.5 The Contractor will invoice as follows: Payment will be made in Euro on a monthly basis retroactively, after receipt of (a) correct invoice(s).
- 3.6 The Contractor will in any event include the order reference **[...]** and the applicable Organisation Identification Number (OIN) in the e-invoice. The Contractor will invoice in the manner stipulated in the Information leaflet e-invoicing of the Dutch central government.

## 4 Contacts / Project managers

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

## 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 Obligation to supply information and audit obligation**

- 6.1 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.
- 6.2 The Contractor will provide all necessary information to show that the obligations arising from this Contract have been and are being fulfilled.
- 6.3 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.
- 6.4 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.
- 6.5 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.

## **7 End of the Contract (exit)**

- 7.1 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.
- 7.2 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.
- 7.3 The Contractor will return the data referred to in article 12.1 of the ARVODI 2025 **[and the following data: *[description of the data which the Contractor has generated without being explicitly instructed to do so by the Contracting Authority but which the Contracting Authority does wish to receive when the Contract has ended]* within 2 months after the Contract has ended, or earlier as agreed. If the Contractor does not do so, a penalty of €**[amount]** per day, up to a maximum of €**[amount]**, will be payable by the Contractor. The obligation under this paragraph will continue to exist in that case and the Contractor will be liable for the damage caused by the breach. After returning the data, Contractor will erase all data within 6 months.**

With regard to personal data, the provisions of the **Data Processing Agreement OR Standard Contractual Clause** apply.

- 7.4 The data referred to in paragraph 3 **[and the following data: *[description of the data which the Contractor has generated without being explicitly instructed to do so by the Contracting Authority but which the Contracting Authority does wish to receive when the Contract has ended]* will be returned in the form and manner indicated by the Contracting Authority.**

## **8 Review Clause**

- 8.1 From time to time, either Party may propose to the other Party a review to this Contract. Following such a request, the Parties shall enter into consultations regarding the proposed review and its possible consequences within a reasonable period, but no later than ten (10) Business Days.

- 8.2 Following the consultations referred to in clause 8.1, either Party may submit a written proposal for a review to this Contract. Within a maximum of ten (10) Business Days after receiving the other Party's written proposal – or later if this period is reasonably unrealistic – each Party shall notify the other Party in writing whether it:
- a) agrees with the proposed review, including any associated financial implications;
  - b) proposes an alternative course of action, after which the Parties shall use good faith efforts to reach mutual agreement; or
  - c) does not agree to the proposed review and the associated financial implications.
- 8.3 Once the Parties have reached agreement, they shall record this in a written supplement to this Contract, to be signed by both Parties.
- 8.4 For the removal of missions and/or countries as proposed by the Contracting Authority, no mutual agreement is needed; the Contracting Authority has the right to unilaterally decide to remove missions and/or countries if the Contracting Authority no longer requires Services for these missions and/or countries.
- 8.5 Reviews to this Contract may only be agreed upon by persons duly authorized and mandated by the Parties. Oral agreements, regardless by their nature, who made them, or when they were made, shall have no legal effect without written confirmation.
- 8.6 The Contract may be reviewed as specified in section 2.2 of the Descriptive document:
- a) Addition of new missions and/or countries.
  - b) Removal of missions and/or countries.
  - c) Additional related services.
  - d) Improvement proposals.
- 8.7 The scope of the review is annually capped at a predetermined percentage of the Original Contract Value. In this context, the Original Contract Value is **<€ Total cost as submitted in Contractor's Tender>** excluding VAT. The percentages are specified in section 2.2 of the Descriptive document.
- 8.8 Conditions for review:
- a) The general nature of the assignment of this Contract does not change.
  - b) Any additional quotation is no less favorable than the original Tender submission.
  - c) Rates, fees and/or prices used in additional quotations are market-based.
  - d) Reviews are recorded in writing in a supplement to the Contract and signed by both Parties.

## **9. Other terms and conditions**

- 9.1 If the duties of confidentiality that apply to the Contractor and its Staff pursuant to article 11 of the ARVODI 2025 are breached, a penalty of €30,000 per event is payable by the Contractor to the Contracting Authority.
- 9.2 Articles 4.1 and 4.2 of the ARVODI 2025 on the replacement of persons do not apply. The Contractor may replace persons responsible for performing the Services. The Contracting Authority may not refuse the replacement(s).
- 9.3 The Contractor will impose on its subcontractors that they comply with laws and regulations that affect their business generally, including any applicable anti-bribery, export control and data protection laws, and the Contractor shall remain responsible under this Contract for such compliance.

## 10 Other articles

- 10.1 The contractor must comply with the International Social Conditions in accordance with the Programme of Requirements.
- 10.2 Any dispute between the Parties in relation to the Contract will be submitted only to the competent court in the district of The Hague, unless the Parties agree on an alternative means of settlement at the time a dispute arises.
- 10.3 The Contract is governed by Dutch law.

The Hague, [date]

[place], [date]

For the Minister / State Secretary of/for [Contractor's name]  
[name of portfolio]

[signatory's position]

[signatory's name]

[signatory's name and position]

### Annexes:

- Data Processing Agreement (ARVODI 2025) OR Standard Contractual Clause;
- Request for tenders (Descriptive document) and the other Annexes that are part of the Descriptive document and/or request for tenders, including the Summary/Summaries of Additional Information and Changes dated [date] and [date];
- Tender;
- Information leaflet e-invoicing the Dutch central government