

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 Economic Affairs represented in this matter by [...], hereinafter referred to as: the Contracting Authority,

and

2. [...], which has its registered office in [...], represented in this matter by [...], hereinafter referred to as: the Contractor,

WHEREAS:

Organisation and procurement needs of the Contracting Authority

- The Contracting Authority is responsible for **supporting sustainable economic** growth, international cooperation and climate resilience initiatives on behalf of the Dutch Government, executed through the Netherlands Enterprise Agency (RVO);
- In performing its duties, the Contracting Authority needs the development of a comprehensive Flood Control and Wastewater Treatment Action Plan for Ho Chi Minh City (covering the expanded metropolitan area including the former provinces of Binh Duong and Ba Ria-Vung Tau) for the period 2027–2030, with targets towards 2040 and a strategic vision towards 2100, including baseline assessments, hydrological and hydraulic 1D/2D models, flood risk analyses, and a prioritised investment pipeline;
- [...] 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: European open procedure in accordance with the Dutch Public Procurement Act 2012 (Aanbestedingswet 2012) for the procurement of an Action Plan for Flood Resilience of Ho Chi Minh City;
- The tender was published on TenderNed and TED;
- 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).

1. Subject of the Contract

- 1.1 The Contracting Authority engages the Contractor to perform Services: developing the Flood Control and Wastewater Treatment Action Plan for Ho Chi Minh City, executing hydrometeorological data compilation, updating the integrated City Flood Model (CFM), conducting flood hazard and risk analyses, formulating grey-green flood management strategies, establishing the 2027–2030 Action Plan with targets to 2040 and long-term vision to 2100, preparing an investment pipeline with at least 5 demonstration pilot projects, and conducting capacity building workshops with local stakeholders including the Department of Construction as described in the Contracting Authority's Tender Document

dated [date], reference [...] (Annex 1) and the Contractor's tender dated [date], reference [...] (Annex 2).

- 1.2 This Contract is governed exclusively by the ARVODI 2025 (Annex 3), 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 3);
 3. the Tender Document (Annex 1);
 4. the tender submitted by the Contractor to the Contracting Authority dated [date], reference [...] (Annex 2).
- 1.4 Derogations from this Contract are binding only if this has been explicitly agreed in writing by the Parties.
Any agreements previously made by the Parties about the Services expire upon the signing of this contract.
- 1.5 The Services will be delivered in the form of interim milestones and a final report (Flood Control and Wastewater Treatment Action Plan). All deliverables, reports, GIS databases and maps must be delivered in both English and Vietnamese, utilising the VN-2000 coordinate reference system to ensure full compatibility with the GIS of the Ho Chi Minh City Department of Construction (DOC). In addition, the Inception Report / Workplan and the reports of Results 1, 2 and 3, in their digital (PDF and/or Word) versions, must comply with the Web Content Accessibility Guidelines (WCAG) version 2.1, conformance level AA, as incorporated in the European standard EN 301 549. This requirement does not apply to model files, datasets, GIS files and technical spreadsheets.
- 1.6 A draft final report will be submitted prior to the formal final report. The draft report will be validated during an offline stakeholder workshop in Ho Chi Minh City before formal finalisation.
- 1.7 All final reports, models, maps, and deliverables will explicitly state that the Contracting Authority (the State of the Netherlands) owns the copyright and all intellectual property rights.

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 the date of signature of this Contract (indicatively 18 January 2027) to 31 December 2027. The substantive deliverables and the final report must be submitted no later than 30 June 2027. The draft final report is submitted in good time before this deadline, on the date set in the accepted Inception Report / Workplan; the final report submitted by 30 June 2027 incorporates the results of the stakeholder workshop referred to in article 1.6 and the comments of the Contracting Authority. The Contracting Authority may unilaterally postpone the deadlines by a maximum of six (6) months in total should unforeseen circumstances in the project execution require this. Postponed deadlines will be set in such a way that the acceptance of all deliverables and final invoicing are completed no later than 31 December 2027; this end date of the Contract cannot be postponed. Such a postponement does not increase the fixed price and does not involve any additional services. The Contracting Authority will determine in writing which deadlines are postponed.
- 2.3 If the Services or required milestone deliverables have not been performed in full in accordance with the Contract within the agreed or postponed timetable, a penalty of 0.1% of the total value of the Contract will be immediately payable by the Contractor to the Contracting Authority for each day that the non-performance persists, up to a maximum of 10% of the total contract value. The Contracting Authority is entitled, in addition to the

penalty, to claim performance and compensation for damage caused by the non-performance.

The penalty will be set off against amounts payable by the Contracting Authority regardless of whether the right to payment of such amounts has been assigned to a third party.

3 Price and other financial provisions

- 3.1 The Contractor will perform the Services for the fixed, all-inclusive price specified in the Contractor's Tender (Annex 2) of € [...] (in words: [...] euros) excluding Dutch VAT (and all-inclusive of any applicable local/foreign VAT, levies, and expenses). This fixed price covers all activities to be performed, including professional fees, travel and accommodation expenses, translation services, local partner costs, software licenses, data acquisition, and workshop organisation. The fixed price does not exceed the maximum tender amount of € 310,000.- (three hundred and ten thousand euros) excluding Dutch VAT, and no additional costs can be charged.
- 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 fixed price is invariable during the entire duration of this Contract and is not subject to indexation.
- 3.5 The Contractor will invoice as follows: The fixed price is invoiced in instalments, after formal written acceptance by the Contracting Authority of the following milestones:
- Milestone 1: Upon formal written approval of the Inception Report / Workplan: 20% of the fixed price (excluding VAT);
 - Milestone 2: Upon formal written acceptance of Result 1 (Baseline Assessment Report) and Result 2 (Flood Risk Assessment & Strategic Framework): 33⅓% of the fixed price (excluding VAT);
 - Milestone 3: Upon formal written acceptance of the Final Report / Result 3 (Action Plan 2027–2030, Targets 2040, Vision 2100, Pilot Projects and handover of models, data and documentation): 46⅔% of the fixed price (excluding VAT).
- Each invoice must refer to the accepted milestone and to the written acceptance by the Contracting Authority.
- 3.6 The Contractor will in any event include the order reference **inkoopordernummer/verplichtingnummer RVO** and the applicable Organisation Identification Number (OIN) of the Ministry of Economic Affairs in the e-invoice. For Contractors established in the Netherlands, invoices must be submitted electronically via the Dutch Government Invoicing Portal, Peppol, or an authorized service provider in accordance with Section 3.6.2 of the Tender Document. Contractors established outside the Netherlands may submit invoices in the designated digital format agreed with the Contracting Authority.
- 3.7 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].

5 Intellectual property rights

As provided in articles 23.1, 23.4 and 23.5 of the ARVODI 2025 and Section 3.7 of the Tender Document, all intellectual property rights, database rights, copyrights, models, hydraulic/hydrological datasets, analytical spreadsheets, and GIS data resulting from the Services are fully assigned to and vested in the Contracting Authority.

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 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.
- 7.4 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 Research material (non-academic research)

- 8.1 The Contractor will transfer to the Contracting Authority the title and full ownership of all research material, hydrometeorological datasets, calibrated models (1D and 2D CFM), GIS shapefiles (VN-2000), vulnerability curves, and baseline databases produced, acquired, or processed for the purpose of the project.
- 8.2 The Contractor is responsible for the validation and quality assurance of any baseline data collected from local sources in Vietnam. The Contractor will retain duplicates of the raw and processed research material in a careful manner and free of charge until at least five (5) years after the final acceptance of the project.
- 8.3 The Contractor and its Staff (including subcontractors and local partners) may not use the research material or project data for purposes other than the execution of this Contract, unless the Contracting Authority has given prior written consent.

9 End of the Contract (exit)

- 9.1 If the Contract ends (or ends early) for any reason whatsoever, the Contractor will take whatever action is reasonably necessary to ensure that the project results, models, and data are handed over to the Contracting Authority without impediment.
- 9.2 The Contractor will deliver all digital datasets, models, GIS files, and reports in editable, open or commonly used file formats, in accordance with section 2.4 of the Tender Document, to the Contracting Authority within fourteen (14) calendar days after the Contract has ended.

10 Other terms and conditions

- 10.1 If the duties of confidentiality pursuant to article 11 of the ARVODI 2025 are breached, an immediately payable penalty of € 25,000.- per event is payable by the Contractor to the

Contracting Authority, without prejudice to the Contracting Authority's right to claim full compensation for damages.

- 10.2 In accordance with Section 4.3.1 of the Tender Document and ARVODI-2025, the Contractor maintains adequate professional liability and statutory liability insurance covering the entire duration of the Contract.
- 10.3 Articles 4.1 and 4.2 of the ARVODI 2025 on the replacement of key experts apply fully. The key experts proposed in the Contractor's Tender may only be replaced with the prior written consent of the Contracting Authority, and any replacement expert must possess equal or superior qualifications, expertise, and Vietnam-related experience.

The Hague, [date]

[place], [date]

For the Minister of [Contractor's name]
Economic Affairs

[signatory's position]

[signatory's name]

[signatory's name and position]

Annexes:

- Annex 1: Tender Document Flood Resilience Ho Chi Minh City and Memoranda of Information;
- Annex 2: Contractor's Tender (Plan of Approach, Team CVs, and Financial Breakdown);
- Annex 3: General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025).