

Public Service Contract (ARVODI 2025)

Contract number: 202505025

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 Maarten Wensveen, Team Manager Klimaat & Water 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 execution of the Partners for Water project commissioned by the Ministry of I&W on behalf of the interdepartmental Water Cluster;
- In performing its duties the Contracting Authority needs technical services party to support the Kathmandu Ecological Urban Renewal (KEUR) project to incorporate Nature Based Solutions for water safety and security, ecological resilience and sustainability in the KEUR PPS.
- [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 a European Open Procurement process for the procurement of said services;
- The process was launched on ... October, a memorandum of understanding was published on;
- 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 as described in the Terms of References attached herewith, the Contracting Authority's request for tenders dated [date], reference 202505025 and the Contractor's tender dated [date], reference [...].
- 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 tenders;
4. the other Schedules *(instructions: specify the other Schedules here if applicable)*;
5. Memorandum of Information (if applicable)
6. the tender submitted by the Contractor to the Contracting Authority dated [date], reference 202505025

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 is formed when it has been signed by the last Party to sign it.

2.2 The Services must be performed by 10 November 2027 at the latest.

3 Price and other financial provisions

3.1 The Contractor will perform the Services for a fixed total price. 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 The agreed rates are fixed and invariable during the duration of this Contract.

3.5 The Contractor will invoice as per the following payment schedule:

- 15% after the kick-off meeting and updated planning
- 20% after submitting the draft results for component 1 for review
- 25% after submitting the draft results for component 2 for review
- 20% after submitting the draft results for component 3 for review
- 20% after acceptance of all deliverables as mentioned in the Terms of Reference.

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 financiële bijsluiter (financial instructions)]* **OR** on www.helpdesk-efactureren.nl

OR

3.6 Is your company located outside the Netherlands and are you unable to send an e-invoice?

In this case you may email your invoice as a PDF file to:@rvo.nl.

The invoice must be specified with **Purchase order number** << ...>>

Please state the following address details and VAT-number on your invoice:

<<Name>>

<<Adress>>

4 Contacts

- 4.1 The contact for the Contracting Authority is Matthijs Zijlmans (Matthijs.Zijlmans@rvo.nl), Advisor Partners for Water.
The contact for the Contractor is
- 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 four weeks. Progress reporting requirements are included in the Tender document, section 3.3.
- 4.3 Notwithstanding article 8.2 of the ARVODI 2025, the contacts named cannot bind the Parties.

5 Intellectual property rights

As provided in 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 assigned to 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 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 Research material (non-academic research)

- 8.1 The Contractor will transfer to the Contracting Authority the title to all the research material that the Contractor receives, acquires or, for the purpose of the research, produces or processes, in so far as the Contractor has the power of disposal over such research material and in so far as the research material contains information that is part of the research. Title will be transferred by the Parties hereby declaring that the Contractor will hold that research material for the Contracting Authority.

Once the period mentioned in paragraph 2 has ended, the Contractor will make the research material available to the Contracting Authority free of charge or will destroy it free of charge at the Contracting Authority's request. If the Contractor does not notify the Contracting Authority of the end of the period, the custody of the material will be tacitly

continued until the Contracting Authority or the Contractor indicates in writing or by email that it wishes to discontinue it.

9 End of the Contract (exit)

- 9.1 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.
- 9.2 The Contractor will erase the data referred to in article 12.1 of the ARVODI 2025

10 Other terms and conditions

- 10.1 Notwithstanding article 19.2 of the ARVODI 2025, the liability referred to in that paragraph is limited to a maximum of two times the contract value per event and five times the contract value for each year or part of a year that the Contract has been in force.

The Hague, [date]

[place], [date]

For the Minister of Economic Affairs and Climate policy,
represented in this matter by
Maarten Wensveen, Team Manager Klimaat & Water

Esther Zandt
Team Manager Procurement Unit

Name Contractor:

Position:

Schedule(s):

- ARVODI 2025
- Request for tenders
- Tender