Framework Agreement with call-off options ARVODI-2025 relating to Provision of Client Representatives at the Dutch North Sea
IUC number: 202609123

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of Economic Affairs and Climate, legally represented in this matter by [Name and title] of the Netherlands Enterprise Agency,
hereinafter referred to as the Contracting Authority,

and

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

WHEREAS:

- The Contracting Authority requires the services of Client Representatives during geophysical surveys at the Dutch North Sea;

- The Contracting Authority intends to agree fixed terms with one providers for a certain period of two (2) years with for the Contracting Authority one (1) optional unilateral extension(s) of one (1) year (hereafter referred to as: ('the Framework Agreement'), laying down the conditions applicable to all contracts for the performance of Services to be awarded by the Contracting Authority during the said term;

- This Framework Agreement lays down the conditions that apply to all Call-off orders for the performance of Services that the Contracting Authority intends to award during the term of this Framework Agreement.

- The Contracting Authority published a European tender procedure for the selection of a party to this Agreement on the basis of the Tender document and subject to the Public Procurement Act 2012 on [Date];

- This Framework Agreement lays down the conditions that apply to all Call-off orders for the performance of Services that the Contracting Authority intends to place during the term of this Framework Agreement;

- The Contracting Authority wishes to place orders with the Contractor in a relatively straightforward manner within the framework of this Framework Agreement, and the Parties therefore agree on a procedure that is simple for both of them.

AGREE AS FOLLOWS:

A number of terms in this Framework Agreement 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). In derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this Framework Agreement:

Tender Document: the document dated [date], ref 202609123, which describes and explains the content of the Contract for the execution of the services during a certain period, the tender procedure to be followed and the selection and award criteria.

Services: the work that the Contractor is to perform for the Contracting Authority pursuant to a Call-off order, placed on the basis of this Framework Agreement in the area of Provision of Client Representatives.

Tender: the tender dated xxx, submitted by the Contractor on the basis of the Tender Document in the context of the EU contract award procedure dated ….

Call-off order: the unilateral confirmation of order (Appendix …) by which the Client informs the Contractor that the Client wishes to make use of the Contractor's services in the field of …….. . The Client may call off the Services during the term of the Framework Agreement.

Geophysical Survey Contractor: The Contractor that executes the geophysical survey for the Contracting Authority

Remote Operation Facility: The Geophysical Survey Contractor's office from which the geophysical operations on the vessel are conducted and managed. The Client Representative can follow the actions here live on several screens.

1. Object of the Framework Agreement

During the term of this Framework Agreement, the Client is entitled to issue a Call-off Order for the provision of Services. The Contractor is obliged to carry out that Call-off Order in accordance with the terms and conditions and rates set out in this Framework Agreement.

1.2 On this Framework Agreement, and on any Call-off orders, are exclusively applicable the ARVODI-2025 (already in the possession of the Parties), unless this Framework Agreement deviates from them. Any general or special terms and conditions of the Contractor shall not apply.

1.3 The following documents are an integral part of this Framework Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:

1. this Document
2. the Memorandum of Information, issued by Contracting Authority dated [….], ref. [….];
3. the Tender Document, including all Annexes;
4. General Government Terms and Conditions for Public Service Contracts (ARVODI 2025);
5. the Tender submitted by the Contractor to the Contracting Authority on [*date*], ref …

1.4 The terms of this Framework Agreement apply in full to all Call-off orders placed during the term of this Framework Agreement between the Contracting Authority and the Contractor concerning contracts for the performance of Services, unless a Call-off order expressly departs from this Framework Agreement.

1.5 A Call-off order states the specific Services to which it relates and its duration.

2. Duration of the Framework Agreement

2.1 This Framework Agreement comes into effect on <<datum>> and has an initial contract period of February 15, 2027, to December 31, 2028 with one (1) times an option to extend this Framework Agreement, to be exercised unilaterally by the Contracting Authority, under the same conditions, each time with a maximum period of one (1) year The total duration of the Framework Agreement is therefore maximum two (2) years, including extension options.

If the Contracting Authority does not wish to make use of an extension option, he will notify the Contractor in writing of this no later than three (3) months before the expiry of the initial or current contract period. In that case, the Framework Agreement will end by operation of law after the initial contract period or the contract period applicable at that time. In the absence of such a message from the Contracting Authority, an option to extend takes effect automatically, if and insofar as such an option is still open.

2.2 Expiry or termination of this Framework Agreement does not affect rights and obligations arising from Call-off Orders already placed, unless those Call-off Orders are expressly terminated in whole or in part. In the event of termination under Article 2.6, the Contracting Authority shall specify in its written notice which Call-off Orders remain in force and which are terminated in whole or in part. The terms of this Framework Agreement shall continue to apply to Call-off Orders remaining in force.

2.3 The duration of any Call-off order under this Framework Agreement will be stipulated in the individual Call-off order for the performance of Services. A Call-off order may continue for a maximum of 6 months after the termination of the Framework Agreement.

2.4 In addition to the provisions of article 21 of the ARVODI-2025, Contracting Authority is entitled to terminate this Framework Agreement prematurely as soon as the maximum value and/or amount of the contract is reached as described in the Tender Document, or is threatened to be exceeded. The Contracting Authority shall not be liable to compensate the Contractor for any consequences arising from this termination of the Framework Agreement. Contracting Authority shall inform Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

2.6 The Contracting Authority may terminate this Framework Agreement if, after having been given the opportunity to propose a replacement Client Representative in accordance with Sections 3.2.2 to 3.2.4 of the Programme of Requirements, the Contractor again fails to propose a Client Representative meeting all applicable requirements.

Termination shall be effected by written notice specifying the grounds for termination, the effective termination date and the consequences for outstanding Call-off Orders. The Contracting Authority may terminate affected Call-off Orders in whole or in part where the conditions referred to above are met.

Following termination, the Contracting Authority may activate the separate conditional Standby Contract awarded and concluded as part of the original European Tender, provided that activation takes place within the activation period specified in that Standby Contract. Activation does not transfer this Framework Agreement or existing Call-off Orders to the standby contractor. Any remaining Services shall be commissioned under the activated Standby Contract.

2.7 Upon termination under Article 2.6, the Contractor shall cooperate with an orderly handover of the remaining Services. At the Contracting Authority's request, the Contractor shall provide the documentation, progress information, planning and other information relating to the Services that is necessary for their continuation.

Services already performed shall be accounted for in accordance with this Framework Agreement. The termination notice shall identify any Services that the Contractor remains obliged to perform and any unperformed Services for which its obligations have been terminated.

3. Price and other financial provisions

3.1 The maximum value/amount of the Framework Agreement is 750 Client Representative days.

3.2 The Contractor may invoice monthly for Services performed under a Call-off order. The invoice amount is based on the number of days per month actually worked and the *following rates:*
The agreed rates (excl. tax, in Euros) are as per the Table below. The rate for mobilisation and demobilisation as well as the rate for travel to and from the port of the survey vessel or office in Europe or UK, include travel, accommodation, food and any other costs:

Offshore day rate (based on working 12h/day)	EUR
Office day rate (based on working 8h/day)	EUR
Standby day rate onshore	EUR
Mobilisation and demobilisation (combined) mobilization to the port of the survey vessel or office in Europe or UK	EUR

~~In case, at the request of the Contracting Authority, the Client Representative will have to mobilise to or demobilise from a seaport outside of the Netherlands, Contractor can declare the actually incurred additional expenses. In the event that the geophysical survey contractor cannot offer accommodation for the CR during the Mobilisation in port/ alongside, Contractor can declare the actually incurred expenses for a hotel, meals and (local) transport; to be agreed between Contracting Authority and Contractor case by case.~~

Where the Contracting Authority expressly requests mobilisation to or demobilisation from a seaport outside Europe or the United Kingdom, only necessary additional travel and accommodation costs beyond the combined rotation charge may be reimbursed. The Contractor must obtain prior written approval of the additional costs and provide supporting evidence. Costs already included in another rate may not be charged again. These costs count towards the aggregate Contract value ceiling.

~~All Call-off orders will state that the Contractor guarantees that the maximum total price referred to in the Call-off order for the performance of the Services will not be exceeded.~~

3.3 It is expressly agreed that if the Contractor does not charge VAT but some or all of the Services are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question.

3.4 The price referred to in article 3.2 of this Framework Agreement relates to all Services to be performed by the Contractor under the Call-off order in question. It includes the cost of any materials needed for that purpose, any travel and accommodation costs, and any additional costs. It does not include VAT.

~~3.5 The agreed maximum or other rates are fixed and invariable for the duration of this Framework Agreement and Call-off orders placed on the basis of this Framework Agreement. The rates of the Call-off orders shall not be indexed.~~

3.5 The agreed rates are in any case fixed until January 1, 2029.

Indexation requests can only be made once a year, only in October. Before and after this month, indexation requests for the next year will no longer be accepted. Indexation requests should be sent to the following email address: contractmanagement@RVO.nl

The prices and rates can be adjusted in accordance with the CBS Collective Labor Agreement wages per hour including special rewards, category business services. The monthly figure of the most recent published month is used for this, whereby the index figure of the month of the commencement date of the Contract is set at 100%. The indexed rates shall apply to new Call-off orders.

The Contractor must submit the application specified with a printout from the CBS-Statline and make a reference in the application to the relevant Contract with the Client. The application includes a statement of the previous versus the new prices and rates.

After receipt of the request, the Client will confirm to the Contractor whether this request has been approved.

3.6 The Contractor must send the invoices electronically to:
<<dienstonderdeel>>
Organisation identification number: <<OIN nummer>>
attn. <<financiële administratie>>, <<contactpersoon>>.

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 <<invullen>> 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.

For companies not established in the Netherlands
The section concerning e-invoicing does not apply to companies located outside of the Netherlands. These companies can send their invoice by email to RVO at Energie.Roermond@rvo.nl.

3.7 Payment will be made once the Services performed in accordance with a Call-off order have been received and accepted.

4. Contacts / Project managers

4.1 The Contracting Authority's contact is

Name	[name]
Position	[position]
E-mail address	[e-mail address]

The Contractor's contact is

Name	[name]

Position [position]
E-mail address [e-mail address]

4.2 Notwithstanding the provisions of article 8.2 of the ARVODI 2025, the contacts named above cannot make legally binding agreements on the Parties' behalf.

5. Declaration of integrity

5.1 The Contractor declares that it has not offered or given members of the Contracting Authority's Staff any benefit in order to be selected to be party to this Framework Agreement or in order to obtain Call-off orders for the performance of Services, nor arranged for them to be offered or given any such benefit, nor will it offer or give any such benefit or arrange for any such benefit to be offered or given. It undertakes not to do so in the future with a view to inducing any members of the Contracting Authority's Staff to perform or refrain from performing any act.

6. Penalties

6.1 Contractor has included a list of 10 approved Client Representatives in Annex 3 of the Tender submitted on [*day month year*]; If Contractor wishes to replace or add candidates, these candidates shall be approved by the Contracting Authority using the same assessment criteria as described in the Tender Document.

If a proposed replacement CR does not meet the applicable requirements, the Contracting Authority shall give the Contractor three (3) working days following written notification to propose another replacement CR who meets those requirements.

If no suitable replacement CR is proposed within that period, the Contracting Authority may impose a one-off penalty of EUR 500, in accordance with Sections 3.2.2 and 3.2.4 of the Programme of Requirements.

7. Liability, Insurance and Indemnity

7.1. The Contractor shall have in place relevant insurances to cover the Client Representative for the period of the provision of the Services, as listed below:
i. Employer's Liability Insurance.
ii. Public and Products Liability Insurance.
iii. Business Travel Insurance (including medical repatriation) to cover the Client Representative whilst working offshore;
iv. Personal Accident Insurance for death or permanent total disablement. Payment to be made in accordance with policy conditions.

8. Other Terms and Conditions

8.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025) of which the Parties have already received a copy, in so far as this Agreement does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Agreement.

8.2 The Parties agree, as the occasion arises, to exclude application of the deemed employment relationship of homeworkers or persons treated as such as referred to in articles 2b and 2c of the Salaries Tax Implementation Decree 1965 and articles 1 and 5 of the Working Relationship (Designation as Employment) Decree (Decree of 24 December 1986, Bulletin of Acts and Decrees 1986, no. 655).

8.3 In addition to Article 19 of the ARVODI-2025, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of the

Contractor's failure to discharge its obligations under the Agreement. The limitations of liability set out in Article 19.2 of the ARVODI-2025 apply mutatis mutandis.

8.4 In addition to the provisions of Article 21 of the ARVODI-2025, the Contracting Authority may cancel this Agreement with immediate effect, without recourse to the courts and without 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 429quater of the Dutch 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 429quater of the Dutch Criminal Code and that staff member is a member of the Contractor's administrative, management or supervisory body or has powers of representation, decision-making or control.
In the cases referred to under (a) and (b), the right to cancel the Agreement expires three years after the judgment has become final and unappealable.

8.5 In addition to Article 23 of the ARVODI-2025, the Contracting Authority has the exclusive right to publish reports or parts thereof. The Contractor will be credited as the implementing organisation if the Contracting Authority decides to do so. If the Contracting Authority wishes to publish explanatory notes or commentary in connection with the publication of the final report, it will consult the Contractor beforehand.

Thus agreed and duly signed by both parties,

The Hague, [*date*]:	[*place*], [*date*]:
For the Minister of Economic Affairs and Climate	[*name Contractor*]
and commissioned by [Name], [Title] Agency:	
[Name] Team Manager Procurement Office	[*signatory's name*] [*signatory's position*]