

Purchase and supply contract: “E-TEST Equipment” Lot <1> / <2>

Reference number: TN-283566

The undersigned:

1. The State of the Netherlands, represented by The Royal Netherlands Meteorological Institute, which has its seat in De Bilt, The Netherlands, legally represented in this matter by [signatory's name and position],
hereinafter referred to as the Purchaser,

and

2. [contractor's name],
which has its registered office in ...,
legally represented in this matter by
..... [and ...] [signatory's name],
hereinafter referred to as the Supplier,

CONSIDERING:

- The Royal Netherlands Meteorological Institute (KNMI) is the national institute for weather, climate and seismology;
- The subject of this tender contains seismic stations to be used for the E-TEST project as a preparation phase for The Einstein Telescope
- The Purchaser requires the acquisition of E-TEST Equipment
- The Purchaser has followed the European Open Tender Procedure and published the Descriptive Document with reference number TN-283566 on TenderNed on [date];
- [Name of company] issued a Tender on [day month year];
- [Name of company] has offered the economically most advantageous tender;
- KNMI wishes to purchase the offered Product from [name of company].

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 Purchasing Conditions 2018 (ARIV 2018). The following additional terms are defined as follows for the purposes of this Contract:

Acceptance: The Product will go through the Site Acceptance Test, as described in Schedule

Contract: This document “Purchase and supply contract: E-TEST Equipment”, the agreement between Contracting Authority and Supplier.

Delivery: The moment of delivery of the goods at the place indicated by Purchaser. For Lot 1 the moment of delivery is after the Site Acceptance Test.

Descriptive Document: The document outlining and explaining the assignment, the tender procedure to be followed, the suitability requirements and the criteria for award.

Information Memorandum: Document containing the answers to questions from Tenderers and/or any explanations of the Tender Documents. The Information Memorandum constitutes an integral and binding part of this tender process.

Party/Parties: One of the parties involved, consisting of the supplier of Contracting Authority

Product: The specified goods as described in the tender documents

Purchaser: Contracting Authority who intends to procure the E-TEST Equipment.

Tender: The bid submitted by Tenderer for this tender process.

Tender Documents: All documents published or made available to Tenderers by Purchaser for the purpose of this tender procedure.

Site Acceptance Test: (This only goes for Lot 1. The Borehole stations) - test to be carried out by the acceptor with the aim of determining whether the equipment and installation meet the requirements set.

Supplier: Entrepreneur / Tenderer who has submitted a tender for this tender process.

1. Object of the Contract

1.1 The Purchaser hereby purchases the E-TEST Equipment Lot '<.>'/ '<.>', as referred to in Schedule 4 to this Contract, from the Supplier, and the Supplier hereby sells the Product to the Purchaser, in accordance with the Tender issued by the Supplier on the basis of the Descriptive Document, unless this Contract provides otherwise.

1.2 The following documents form part of the Contract. In the event of mutual inconsistencies, a higher ranked document takes precedence over a lower ranked document:

1. this document;
2. Information Memorandum;
3. the Tender Documents;
4. the ARIV 2018;
5. Site Acceptance Test;
6. the Tender issued by the Supplier to the Purchaser dated [...] ref. 31166119;

2. Entry into force of the Contract

2.1 This Contract enters into force on the date on which it is signed by both Parties and will have a duration of two years with the option of extending this by a maximum of two times one year.

3. Delivery

3.1 Notwithstanding the provisions of article 3.1 of the ARIV 2018, the Delivery of the Product by the Supplier will take place in accordance with Incoterms 2020: Delivery Duty Paid (DDP).

3.2 The Product will be delivered no later than [time] after the ordering by KNMI to the following address: KNMI/RDSA
Utrechtseweg 279
3731 GA De Bilt
The Netherlands

- 3.3 If the Product is not delivered within the agreed period, the Supplier will pay the Purchaser an immediately payable penalty of 0.5% of the price of the Product concerned for every full week that the Supplier fails to deliver, up to a maximum of 12% thereof. If, other than through force majeure, the Supplier is permanently unable to deliver, the total fine of 12% of the price of the Product concerned will be immediately payable in full.

The penalty is payable to the Purchaser, without prejudice to all other rights and claims, including:

- a. its right to demand that the Product be delivered as agreed (in so far as delivery is not permanently impossible);
- b. its right to damages.

The penalty will be set off against amounts payable by the Purchaser regardless of whether the rights to such amounts have been assigned to a third party.

4. Price and other financial provisions

- 4.1 The agreed price for [...] is: € [...],- excluding € VAT as specified below.

Lot 1:

Equipment price for one Borehole station: €

Installation price for one Borehole station: €

Shipping, handling and insurance for one station: €

Price of four (4) Borehole stations (including installation and shipping and handling): €*

All installation operations (accommodation, transportation in The Netherlands, etc.) will be coordinated with the awarded party.

**Actual number of ordered Borehole stations may differ.*

Lot 2:

Equipment price per Surface Station: €

Price for one Surface Station: €

Shipping, handling and insurance per station: €

Price of fifteen (15) Surface stations (including shipping and handling): €*

**Actual number of ordered Surface stations may differ.*

- 4.2 Payment will be made as follows:

Lot 1: 25% Upon arrival of the equipment to KNMI in De Bilt and the remaining 75% after the successful completion of the Site Acceptance Test (SAT).

Lot 2: 100% after Delivery of the Product to the Purchaser.

4.3 Your invoice should be addressed as follows:

Ministry of Infrastructure and Water Management
IBI/F&I/040
Postbox 20906
2500 EX The Hague
The Netherlands

And sent electronically to the Ministry of Infrastructure and Water Management using the e-mail address IBifacturen@minienw.nl bearing the SAP reference <xxxxxx>.

In order to transfer payment, it is important that the invoice is sent to the above e-mail address. The invoice should also state the SAP order number. If information is missing, the invoice will not be processed.

5. Contacts

5.1 The Purchaser's contact is [...]. The Supplier's contact is [...].

6. Other Terms and Conditions

6.1 This Contract is subject solely to the General Government Purchasing Conditions 2018 (ARIV 2018), in so far as the Contract does not depart from them. Any general and special terms and conditions drawn up by the Supplier do not apply.

6.2 In addition to article 4.1 of the ARIV 2018, the Purchaser will assess the Product according to the site acceptance test in Annex 9. This only applies to Lot 1.

7. Declaration of integrity

7.1 The Supplier hereby declares that it has not offered or given the Purchaser's staff, subordinates or auxiliary persons any benefit in order to obtain the order, nor arranged for them to be offered or given any such benefit. It will not do so in the future with a view to inducing such persons to perform or refrain from performing any act.

8. Final provisions

- 8.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 8.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.

Done on the later of the two dates stated below and signed in duplicate.

De Bilt, (The Netherlands), [...date...]

[...place...], [...date...]

For KNMI

For [Supplier's name]

[signatory's name]

[signatory's name]

[signatory's position]

[signatory's position]

Schedules:

1. Information Memorandum;
2. the Tender Documents;
3. the ARIV 2018;
4. the Tender issued by the Supplier to the Purchaser dated ref.
5. Site Acceptance Test
(applies only for Lot 1)

SCHEDULE 5 – SITE ACCEPTANCE TEST (only for Lot 1)

The primary goal of the Site Acceptance Test (SAT) is to validate the full “sensor-to-data center” chain.

The SAT will take place at the installation sites, in the Netherlands and Belgium.

The SAT test will take place using Annex 9 of the Tender documents.