



Ministerie van Justitie en Veiligheid

Annex B Schedule of Requirements

European Tender

Toxicology Tests on Human Hair Fragments

The Netherlands Forensic Institute

Version 0.3

Attribute IUC DJI/IENEA/RR/2021-03

This Schedule of Requirements is part of the Tender documents and contains the minimum Requirements you must comply with during the Tendering process and execution phase of the Contract.

The Requirements as mentioned in this Schedule are mandatory. In case one or more Requirements are not met, in whole or partially, your Tender will be put aside and will not be eligible for awarding the Contract.

Acceptance of this Schedule of Requirements takes place by rightfully signing of Annex 1 Registration form.

Req.	Assignment
1.	During the term of the Contract, the Contractor will regularly review the expertise of the experts who report on the testing described. Article 6 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018) applies in full with regard to the replacement of experts to be deployed during the term of the Contract. Also, with regard to the provisions laid down in article 6.4 of ARVODI 2018, the requirements contained in requirements 3 to 8 apply as a minimum to any experts to be deployed as replacements.
2.	The Contractor is capable of analyzing hair segments on at least the following substances: a) Amphetamines (amphetamine, methamphetamine, MDMA, MDA, MDEA); b) Cocaine and benzoylecgonine; c) Tetrahydrocannabinol: Natural (THC), THC carboxylic acid (THC-COOH) and 11-hydroxy-THC; d) Opiates (codeine, morphine and 6-MAM); e) Benzodiazepines (five substances within this category); f) GHB.
3.	Every expert to be deployed by the Contractor for the Contract must have oral and written command of the Dutch and/or English language.
4.	Every expert to be deployed by the Contractor must have experience of the performance and assessment of the analysis of drugs and medicines in hair for forensic purposes and of the toxicological interpretation of the results.
5.	Every expert to be deployed by the Contractor must have attended court expert witness training or must be willing to do so.
6.	The Contractor guarantees that he works according to applicable laws and regulations in force in the country concerned where the testing is carried out, such as, in the Netherlands, the Experts in Criminal Cases Act, the Personal Data Protection Act and the code of conduct of the Netherlands Register of Court Experts (NRGD).
7.	The Contractor guarantees that the reporting will be correct and readable for members of the Public Prosecution Service and the police who do not have chemical and medical training.
8.	The Contractor guarantees that the reporting will be usable in the police forensic file and will therefore have been written from a criminal law and criminal proceedings perspective.
9.	The Contractor guarantees that a fully evaluative report/statement will be submitted digitally, signed, to the NFI to finalise each assignment, comprising: - case details (code of case number and sample number); - receipt description of the material to be tested; - information obtained from the requester; - terms of reference; - testing: description of methods, including detection limits, and variations on methods; - results per hair segment; - a toxicological interpretation of the results.
10.	The Contractor will, if required, appear as an expert witness in legal proceedings for the tests carried out in return for a reasonable allowance (approved by the NFI) for travel and subsistence expenses.
11.	The Contractor guarantees that the raw data of the analysis will remain available for a period of 10 years.
12.	The Contractor guarantees that the raw data of the analysis will be available for any scientific purposes performed by the NFI and that data generated for the NFI will not be used for any scientific purposes without permission by the NFI.
13.	The Contractor guarantees that the time between the receipt of the material to be tested and the reporting will preferably be less than three weeks, but in any case not more than six weeks. If the delivery time cannot be achieved, this must be communicated in good time.
14.	The Contractor guarantees that the reports of each test to be provided will be written in Dutch or English.
Ordering process	

15.	The Contractor guarantees that it will complete a minimum of 95% of the tests within the agreed delivery time (including a report).
16.	The Contractor will contact the NFI if anything is unclear about the testing to be carried out.
17.	The Contractor will only outsource the testing to be carried out for the NFI to another party following prior consultation with the NFI and its approval.
18.	The Contractor guarantees that all communication will take place with the NFI contact person only, unless otherwise is agreed upon in specific cases.
19.	The Contractor guarantees that the transmission of all digital files, data and documentation relating to the analysis will take place by way of a secure (network) connection.
20.	The Contractor guarantees that the data of the analyses is protected and that this data is only accessible to those directly concerned.
21.	The Contractor guarantees that the employees concerned have a certificate of good conduct.
Contact	
22.	The Contractor guarantees that a contact can be reached for advice and planning on working days between 9:00 am and 4:30 pm.
Eisnr. Invoicing	
23.	Contractor has a choice to submit invoices as described at https://regelhulpenvoorbedrijven.nl/e-invoiceguide. Alternatively, Contractor can send Invoices in PFD format by mail. The following items are mandatory by law for stating on your invoice: - VAT-identification number of Contractor; - Registration number at the Chamber of Commerce of Contractor; - Invoice number; - Invoice date; - Description of the assignment; - Date of delivery of result (report) or period of execution of the assignment; - Name and address of Contractor; - Banking account of Contractor; Invoices that do not comply with the above will be rejected. Next to legal requirements the Contracting Authority imposes on the following requirements: - The Contractor presents his invoice after completion of the assignment; - The NFI operates with one centralized purchasing office. The order number as stated on the order form of the Ministry of Justice and Security has to be stated on the invoice; - The number of the Contract has to be stated on the invoice; - The name of the contact person of Contractor has to be stated on the invoice; - The VAT tariff has to be stated on the invoice. In case one or more of the items above are missing, payment can be delayed substantially or processing the invoice is not possible at all.
24.	Exceedance of the payment term by the Contracting Authority or non-payment because of irregularities concerning the invoice, gives Contractor no right to interrupt nor end the services agreed upon. Contractor cannot terminate the Contract out of court on the ground of payment default. If the NFI has not paid an invoice without valid reason after the expiry of the aforementioned payment term, he is legally obliged to pay the statutory interest on the outstanding amount, as well as a cost reimbursement pursuant to art. 6.96, paragraph 4 of the Dutch Civil Code. The Contractor cannot claim any compensation if the relevant invoice contains inaccuracies or does not meet the requirements set in this Schedule of Requirements and what is laid down in the Contract. In case of doubt as to the correctness of an invoice sent by the Contractor, the NFI is entitled to request the Contractor within five (5) working days after notification sent by the NFI to the Contractor, to submit a corrected invoice. If the Contractor and the NFI continue to disagree about the correctness of the invoice, the parties will have the invoice checked for its content by an accountant to be appointed by mutual agreement. The Contractor will allow the relevant accountant to inspect books and documents and provide all data and information that he or she will reasonably need for the aforementioned audit. The verification will be confidential and will not extend beyond what is required to verify the invoices. The aforementioned accountant will submit his report to the Parties as soon as possible. The parties each designate in advance the persons who are authorized to take note of the report. The NFI is entitled to suspend payment during the period of the audit. The NFI will only use this

	authority if it has reasonable doubts about the correctness of the relevant invoices and only for the disputed part of the invoice. If the audit shows that the invoice was completely correct, the Contractor is entitled to charge the NFI an interest payment, calculated on an annual basis, from the expiry of the period referred to in the second paragraph of this requirement, equal to the statutory interest, on the amount of the apparently wrongly suspended payment afterwards. The costs of the audit will be borne by the NFI, unless the investigation shows that the invoice was incorrect. In that case, the costs will be borne by the Contractor.
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