Contract Doppler Wind LIDAR
Contract number

The undersigned:

1. The State of the Netherlands, represented by The Royal Netherlands Meteorological Institute (KNMI), whose Registered Office is in De Bilt, The Netherlands, legally represented in this matter by represented by Prof. Dr. G. van der Steenhoven, its Director General
hereinafter referred to as KNMI or 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,

WHEREAS:

– The Royal Netherlands Meteorological Institute (KNMI) is the national institute for weather, climate and seismology;
– The Purchaser wishes to start measuring wind with LIDAR to improve 4D-wind measurements that can eventually be used for wind nowcasts for ATM trajectory prediction systems. This is an enabler for the long term goal of KNMI to provide rapidly updated nowcasts that use both forecast information and near real time meteorological observations;
– The Purchaser requires the acquisition and implementation of a Doppler Wind Lidar, to be placed at <to be determined>.
– Objectives of the initiative are:
    - Cup anemometer representativeness validation;
    - Wake vortex tracking;
    - Crosswind and tailwind on the runway, take-off and approach
    - Wind shear;
    - Validation of computational fluid dynamic (CFD) simulations;
    - Identification of turbulent flying areas;
    - Vertical profiling and assimilation into numerical weather prediction (NWP) models.
– The Purchaser followed the European Open Tender Procedure and published the Descriptive Document with [number] on TenderNed on [date];
– [*Name of company*] issued a quotation on [*day month year*];
– [*Name of company*] has offered the economically most advantageous tender;
– Purchaser wishes to purchase the offered Product and services 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 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.
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.
Tenderer: Entrepreneur who has submitted a tender for this tender process.

1. Object of the Contract

1.1 The Purchaser hereby purchases the Product Doppler Wind LIDAR, as referred to in Schedule Tender to this Contract, from the Supplier, and the Supplier hereby sells the Product to the Purchaser, in accordance with the Quotation issued by the Supplier on the basis of the Tender Documents, 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. The second Information Memorandum as published on TenderNed on [date];
3. The first Information Memorandum as published on TenderNed on [date];
4. The Tender Document;
5. The ARIV 2018;
6. Site Acceptance Test;
7. The Tender issued by the Supplier to the Purchaser dated …… ref. …..;

2. Entry into force of the Contract

This Contract enters into force on the date on which it is signed by both Parties and ends at the earliest two (2) years after the completed Site Acceptance Test (SAT).
Two (2) years after the completed SAT this Contract can be renewed yearly for a period of maximum eight (8) years by the Purchaser.
Starting from the third year after completed SAT this Contact consists of a service and maintenance agreement (SLA) of the device.

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 2010: Delivery Duty Paid (DDP).

3.2 The Product will be delivered no later than six (6) months after the date on which this Contract is signed by both Parties to the following address:
[to be determined].

If a shorter delivery time is included in the Tender, the Product will be delivered within this timeframe after the date on which this Contract is signed by both Parties.

3.3 If the Product is not delivered within the agreed period or if the Product does not meet the, in the Tender documents specified, requirements, the Supplier will pay the Purchaser an immediately payable penalty of 0.1% of the price of the Product concerned for every day that the Supplier fails to deliver in accordance with the specified requirements, up to a maximum of 10% thereof. If, other than through force majeure, the Supplier is permanently unable to deliver, the total fine of 10% 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 (insofar 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 prices for the Product are as specified in Appendix Pricing sheet of the Tender. The prices relate to all the Products and services to be delivered under this Contract, together with any accompanying materials and documentation, such as user manuals and the like.

4.2 The agreed prices for the Product and services are fixed for the first two (2) calendar years of the Contract. The prices for the next calendar year will be adjusted by January first in the preceding calendar year in accordance with the consumer price index published by Statistics Netherlands (CBS). For this purpose, the figure for the third month prior to the date of the price adjustment will be used, with the figure for the month preceding the entry into force of the Contract being set at 100%.

4.3 Payment will be made as follows:

- 30% of the price for "delivery of a Doppler LIDAR device to measure the 3D wind field, including the use of software, training of employees and support and maintenance of the device for the first two years after date of delivery" after the Contract is signed. This serves as a down payment.[1]
- 30% of the price for "delivery of a Doppler LIDAR device to measure the 3D wind field, including the use of software, training of employees and support and maintenance of the device for the first two years after date of delivery" after the Delivery of the Product to the Purchaser.

[1] If the down payment of 30% exceeds € 500,000,00, a bank guarantee for the full amount of this down payment will need to be provided by Contractor and approved by KNMI before the invoice can be processed.

- The remaining 40% of the price for "delivery of a Doppler LIDAR device to measure the 3D wind field, including the use of software, training of employees and support and maintenance of the device for the first two years after date of delivery" after the Product has been Accepted by the Purchaser.
- 100% of the yearly price of "service and maintenance on the device starting from year 3" will be paid per year starting from year 3 after completed SAT for as long as this Contract is into force.

4.4 The Supplier must submit invoices electronically. The invoice must be addressed as follows:

Ministry of Infrastructure and Water Management
UDAC/F&I/040
P.O. Box 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 e-mail address mentioned above. The invoice should also state the SAP order number. If any information is missing, the invoice will not be processed.

(E-)Invoice
It is also possible to invoice via E-invoicing. For more information about E-invoicing, please go to the following website https://www.logius.nl/diensten/e-factureren/ or https://www.helpdesk-efactureren.nl/e-facturen-versturen.

You can submit your invoice(s) as an E-invoice with the following mandatory data:
- Reference: 45xxxxxxxx (SAP order number);
- Name superviser: [naam projectverantwoordelijke];
- A clear description of the delivery or service / name hired candidate, hourly rate and number of worked hours.

When addressing the E-invoice, you can use the following Organizational Identification Number (OIN*): 00000001821693992000

You will find our invoice requirements on the website of the Ministry of Infrastructure and Water Management. In order for payment to be made, it is important that the invoice contains the correct details. E-invoices submitted without the above requirements will not be processed and will be returned to you.

5. Contacts

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

5.2 Notwithstanding the provisions of article 6.2 of the ARIV 2018, the contacts named above may not make legally binding agreements on the Parties' behalf.

6. Other Terms and Conditions

6.1 This Contract is subject solely to the General Government Purchasing Conditions 2018 (ARIV 2018), insofar 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 The other rights and claims referred to in article 13.3 of the ARIV 2018 may be exercised instead of or in addition to the rights and claims under article 13.2.

6.3 In addition to article 4.1 of the ARIV 2018, the Purchaser will assess the Product according to the Site Acceptance Test in Schedule Site Acceptance Test.

6.4 In accordance with article 14 of the ARIV 2018, the Supplier indemnifies the Purchaser against any claims brought by third parties for damages as a result of its failure to discharge its obligations as referred to in that article.

6.5 Supplier will provide additional services regarding preventive and corrective maintenance for the first two (2) years after contract, in view of the intended use, and required operational up-time and acceptable downtime. This is included in the agreed price for the Product, as set out in the Tender Documents.

6.6 Supplier will provide additional services regarding preventive and corrective maintenance for years 3 to 10 after contract, in view of the intended use, and required operational up-time and acceptable downtime. This is invoiced according to the Tender and as set out in the Tender Documents.

6.7 Supplier will provide the software to Purchaser as stated in Tender for the first two (2) years after contract in view of intended use. This is included in the agreed price for the Product, as set out in the Tender Documents.

6.8 Purchaser has the right to decide in year three (3) whether or not it wishes to continue the use of the in 6.7 mentioned software as stated in Tender and in accordance with the pricing as stated in Tender.

6.9 In the situation that the Product does not meet the requirement of 95% uptime per year a penalty will be paid by Supplier to Purchaser. Uptime is defined as: the time during which the instrument is operating or can be operated in accordance with the, in the Tender documents specified, requirements .
Purchaser will measure uptime per year, with the date of completed SAT as the start date for a calendar year. Supplier will be given notice that the required uptime is not met and that the penalty will be need to be paid in full within 30 days and according to requirements as stated in 4.4 of this document. The penalty is determined using the following table:

Uptime measured	**Penalty amount**
90% to 95%	€ 25.000,00
80% to 90%	€ 50.000,00
< 80%	€ 100.000,00

When the uptime requirement is not met for two (2) years in a row, Parties will additionally discuss solutions to meet the required uptime, these solutions will be free of charge for Purchaser and will be implemented on short-term.

6.10 In accordance with article 16 of ARIV 2018 the Supplier will repay the undue amounts already paid to it by the Purchaser plus the statutory interest on the amount paid, commencing on the date it was paid. The repayment will take place no later than 30 days after cancellation of the Contract.

7. Declaration of integrity

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.

The Hague, […*date*...]	[…*place*…], […*date*…]
For KNMI	For [*Supplier's name*]
[*signatory's name*] [*signatory's position*]	[*signatory's name*] [*signatory's position*]

Schedule(s):
Tender
Site Acceptance Test

Schedule Tender

This appendix is a separately added document.

Schedule Site Acceptance Test

The primary goal of the Site Acceptance Test (SAT) is to verify the basic functionality of the instrument(s), in relation to the Tender requirements. The SAT will take place at the Testfield of the KNMI Headquarters, De Bilt, The Netherlands or at Schiphol Amsterdam Airport.

The duration of the SAT is two weeks, but can be extended in case of unfavourable weather conditions. Basic functionality includes the scanning capabilities and accuracy, typical line-of-sight range, 24/7 operational functioning, and remote interface and control capabilities.

At the Testfield and Schiphol several instruments are available to monitor the meteorological condition during the SAT, including a ceilometer (aerosols and clouds), rain gauges and present-weather sensors (precipitation and visibility). Wind conditions at the Testfield are measured with cup anemometers and wind vanes in an onsite 10m and a nearby 20m mast, and a daily launched radiosonde. At Schiphol wind conditions are measured with various cup anemometers and wind vanes at 10m masts, and a SODAR with a height range of maximum 700m. Upper air wind can also be compared to mode-S EHS data.

During the SAT KNMI expects full support from the Tenderer regarding troubleshooting, answering technical questions and support during configuration of the instruments.