



Waiting Room Agreement

Subject : **Aquisition and 3rd-line maintenance of
Present Weather Sensors**

Procedure : **Public European Tender Procedure**

TenderNed reference : **TN-349307**

Date : **17.02.2023**

Version : **V.2**



Waiting Room Agreement

The undersigned:

1. The State of the Netherlands, Royal Netherlands Meteorological Institute, agency of the Ministry of Infrastructure and Water Management, having its registered office at Utrechtseweg 297, 3731 GA, De Bilt, represented in this matter by Prof. Gerard van der Steenhoven, Director General, hereinafter referred to as 'the Buyer',

and

2. XXXXXXXXXXXX, having its registered office at XXXXXXXX, legally represented in this matter by XXXXXXXX, XXXXXXXXXXXX, hereinafter referred to as 'the Supplier',

The undersigned hereinafter jointly referred to as 'the Parties',

WHEREAS:

1. The Buyer wishes to enter into an agreement for the Acquisition and 3rd-line maintenance of Present Weather Sensors.
2. The Buyer, based on the aforementioned requirement, has published a European public tender 'Acquisition and 3rd-line maintenance of Present Weather Sensors' on dd-mm-2023, with reference number: TN-349307.
3. The Supplier has submitted its tender dated dd-mm-2023 in respect of the aforementioned Tender procedure.
4. The Buyer has awarded the Contract to XXXXXXXX for the duration of ten (10) years, with the possibility of two extensions of up to three (3) years. The starting date is dd-mm-2023.
5. The Supplier was placed second (2nd) in rank by virtue of its tender dated dd-mm-2023.
6. In the aforementioned tender, the choice was made to apply a 'waiting room' construction resulting in the present Waiting Room Agreement.
7. The Supplier has expressed its willingness to extend the validity period of its tender for the duration of this Waiting Room Agreement and, in the event that the Agreement with the original supplier were to end prematurely, to still enter into a agreement with the Buyer in accordance with the provisions of this Waiting Room Agreement.
8. Against this background, the Parties enter into this Waiting Room Agreement with each other subject to the following terms and conditions.



DECLARE THAT THEY ARE AGREED AS FOLLOWS:

Article 1. Definitions

In this agreement the following terms are defined as stated below:

1. Agreement: the agreement entered into with the Supplier for the Acquisition and 3rd-line maintenance of Present Weather Stations.
2. Waiting Room Agreement: the present agreement, under which the Supplier is (potentially) eligible for the requested service in the case of Article 2(1).

Article 2. Entry into force

1. The Buyer has the right to prematurely terminate the Agreement with the Supplier if the Supplier is unable to provide the requested services in accordance with the tender documents, the concluded Agreement and the tender issued, or fails to perform (properly), in cases of bankruptcy, merger, non-performance or for other reason(s) for premature termination. In that case, after the relevant supplier is in default, the Waiting Room Agreement can be made use of.
2. The Buyer will decide whether or not to make use of this Waiting Room Agreement. In the event of the premature termination of the Agreement in respect of the Supplier, the Buyer may also decide to retender (Europe-wide).
3. Both the Buyer and the Supplier have the right to terminate the Waiting Room Agreement without stating any reason(s). The indexations permitted in the Agreement may be made in consultation with and subject to the approval of the Buyer.
4. The Waiting Room Agreement will not continue during any extension period of the Agreement.
5. The Supplier is willing, in the event that the circumstances mentioned in the first paragraph exist, to implement the Agreement.
6. If the Waiting Room Agreement is made use of in accordance with the foregoing paragraph, then a Agreement as attached to the tender guidelines will be entered into for the remaining duration of the contract period, including any extension(s).
7. Once the Buyer invokes the Waiting Room Agreement, the Supplier will be granted a reasonable period of four (4) weeks during which the Supplier will have the opportunity to take the necessary measures to commence the implementation of the Agreement.



Ministerie van Infrastructuur
en Waterstaat

Thus drawn up and signed in duplicate by:

De Bilt, dd-mm-2023

XXXXXXXXX, dd-mm-2023

Royal Netherlands Meteorological Institute
(*Koninklijk Nederlands Meteorologisch
Instituut* - KNMI)

XXXXXXXXXXXXXX

on whose behalf,
Director General, KNMI

on whose behalf,
XXXXXXXXXX

XXXXXXXXXX

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