



Annex 3. Draft Framework Agreement: Delivery of Seismological Monitoring Instruments (TN-406228)

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by The Royal Netherlands Meteorological Institute,
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,

The Purchaser and the Supplier hereinafter collectively referred to as the "Parties" and
individually as the "Party"

WHEREAS:

1. Purchaser, The Royal Netherlands Meteorological Institute (KNMI) is the national institute for weather, climate and seismology;
2. Purchaser requires Seismological instruments for maintenance and expansion of the monitoring network;
3. The Purchaser wants to make fixed agreements with the Supplier for a certain period of time with regard to the Delivery of the **Seismological Monitoring Instruments for KNMI**;



4. The Purchaser has initiated a European public tender procedure with the aim of reaching an agreement with a supplier for the purchase of the said seismic instruments and has published this tender procedure on date: **June 8th, 2023 (with reference number TN-406228)**.
5. The aforementioned European public tendering procedure for the award of this Framework Agreement took place on the basis of the Descriptive Document and associated tendering documents under application of the Public Procurement Act 2012;
6. The subject of this tender is **Seismological instruments** (hereinafter referred to as Products or the Product) to be used for the function specified in the tender documents;
7. The Purchaser has awarded the order to the Supplier on **<date>**.
8. This Framework Agreement sets out the terms and conditions applicable to all contracts for the supply of **Seismological instruments** that the Purchaser intends to award during the duration of this Framework Agreement;

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:

(Framework) Agreement: the written framework agreement between Purchaser and Supplier on which the Purchasing conditions have been declared applicable;

Annex: Appendix / Annex to one of the tender documents. Appendices form an integral part of the tender documents and this Agreement.

Delivery: the delivery of the Product, including its assembly or installation in accordance with the requirements set out in the Agreement;

Descriptive document: Purchasers document dated **June 8th 2023** reference **TN-406228**, in which the participation in the tender procedure with regard to Purchase and Delivery during a certain period, the tender procedure to be followed and the award criteria are described and explained;

Party: Purchaser or Supplier, depending on the context;

Product(s): The equipment or instruments that are part of this Tendering procedure under this Agreement and fall within the scope of this tendering procedure;



Purchaser: the State of the Netherlands, in this case the Royal Netherlands Meteorological Institute, which requires Product(s) and wishes to establish the conditions in this document

Quotation: the quotation issued by the Supplier dated <<...date...>>, reference <<.....>>;

Supplier: Purchasers other party;

Tender Procedure: The Tender Procedure with reference TN-406228.

1. Object of the Contract

- 1.1 The Supplier sells and delivers to the Purchaser on demand, in accordance with orders placed by the Buyer, Products as described in the Descriptive Document ("Descriptive document - Seismological Monitoring Instruments for KNMI v1.0") accompanying this Framework Agreement, during the term of this Framework Agreement, all in accordance with the Quotation issued by the Supplier on the basis of the Descriptive Document, unless provided otherwise in this Framework Agreement.
- 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 ARIV 2018;
 3. the Descriptive document belonging to the tender procedure (with reference number TN-406228);
 4. the other related Tender Documents to the tender procedure (with reference number TN-406228);
 5. the Quotation issued by the Supplier to the Purchaser dated ref.;

2. Entry into force of the Agreement

This Agreement enters into force on the date on which it is signed by both Parties.



This Framework Agreement is entered into for a term of two (2) years, therefore commencing on <<..>> and ending on <<..>> with an option for the Purchaser to extend the Framework Agreement by two (2) times two (2) year.

2.3 This Framework Agreement may be terminated prematurely by the Purchaser at any time, without giving reasons, by means of a registered letter, subject to the following notice periods, depending on the term of the Framework Agreement that has already expired:

- maturity between 0 and 2 years: [3 months];
- maturity between 2 and 4 years: [6 months].

2.4 After the Framework Agreement has been terminated, its conditions continue to apply to orders for Products already placed in accordance with article 3 of this Framework Agreement, which still have to be delivered to the Purchaser after the Framework Agreement's termination.

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 DDP (Delivery Duty Paid) and Incoterms 2020.

3.2 During the term of this Framework Agreement, the Product will be sold and delivered to the Purchaser by the Supplier upon demand and the Purchaser's first request by placing a written order, unless stated otherwise on the order form. The orders placed by the Purchaser in accordance with the previous sentence are deemed to have been accepted by the Supplier upon receipt of the relevant order by signing this Framework Agreement.

3.3 The Product will be delivered no later than <<xx days after the order has been placed >> to the following address: Utrechtseweg 297,
3731 GA
De Bilt, The Netherlands.



3.4 If the Product is not delivered within the agreed period as mentioned in art. 3.3, 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, 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 (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 prices for the Product are included in **Annex 5**. The prices relate to all Products to be delivered within the framework of this Framework Agreement and any associated materials and documentation, such as instructions for use, etc.

4.2 The agreed [price/prices] for the Product [is/are] fixed for the first two years of the Contract. The prices for the next year will be adjusted by **[date]** 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 The Supplier must submit invoices electronically in the manner prescribed in the orders placed by Purchaser.



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.

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...]

KNMI

For [Supplier's name]

[signatory's name]

[signatory's name]

[signatory's position]

[signatory's position]



Royal Netherlands
Meteorological Institute
*Ministry of Infrastructure
and Water Management*

[Schedule(s):]

Annex 1. Submitted Tender by Tenderer/Supplier (Mandatory Forms, ESPD, Pricing Sheet, Program of Requirements)

Annex 2. Memorandum of Information

Annex 3. ARIV_2018 Conditions