

Instructions:

- *This draft agreement shall be completed after award of the contract, according to the conditions of the Tender and the offer by Tenderer*
- *If the Purchase and supply contract concerns the processing of personal data, the Data Processing Agreement (ARIV 2018) should also be used (see the Model Data Processing Agreement (ARIV 2018)).*

Purchase and supply contract (ARIV 2018)

Contract number and commitment number / purchase order number / resource expenditure number

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of / State Secretary for *[name of portfolio]*,
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,

WHEREAS:

-;
-;
- The Purchaser requires [.....];
- The Purchaser has asked *[name of company]* to issue a quotation for this purpose;
- *[Name of company]* issued a quotation on *[day month year]*;
-;

-;
-

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:

Quotation: the quotation issued by the Supplier, dated, ref.

[Request for Quotations: the Purchaser's request for quotations, dated, ref.]

Instructions: Instead of 'request for quotations', another term may need to be defined, e.g. 'tender documentation' in the case of an EU contract award procedure. 'Tender documentation' should be defined by listing all the relevant documents.

NB: Delete these instructions before using the contract

1. Object of the Contract

- 1.1 The Purchaser hereby purchases the Product Ground stations, radiosondes and interfaces [, as referred to in Schedule [...] 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 [Request for Quotations], 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 Agreement;
 2. the Information Memorandum;
 3. the Request for Quotations (Descriptive Document and its annexes);
 4. the ARIV-2018;
 5. the Quotation 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.

3. Delivery

3.1 N.a.

3.2 The Product will be delivered to the Purchaser in *[number]* batches in the period from [...] to [...]:

- *[description and number of Products]* will be delivered no later than *[date]* to *[delivery address]*;
- *[description and number of Products]* will be delivered no later than *[date]* to *[delivery address]*;
- *[etc.]*;
- *[remaining Products]* will be delivered no later than *[date]* to *[delivery address]*.

3.3 If the Product is not delivered within the agreed period, 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 [price/prices] for the Product [is/are]: €[...] (excl./incl. VAT) (**Instructions:** *possibly include a schedule on prices*) / [are listed in Schedule [...]]. The [price/prices] [relates/relate] to all the Products to be delivered under this Contract, together with any accompanying materials and documentation, such as user manuals and the like.
- 4.2 N.a.
- 4.3 The agreed [price/prices] for the Product [is/are] fixed for five years after start of the Contract. The prices for the next calendar year will be adjusted by [date] in the preceding calendar year in accordance with the price index for industrial sectors of the National Bureau of Statistics- CBS, category: Producentenprijzen; afzetprijzen, bedrijfstak SBI 2008, index 2015=100, sector 27 Elektrische apparatenindustrie.
- 4.4 Payment will be made as follows:
-
- 4.5 The Supplier must submit invoices electronically in the manner prescribed in the Request for Quotations.

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), 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 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.

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 The Dutch version of this Agreement is binding. 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 the Minister of / State Secretary for

For [Supplier's name]

[signatory's name]

[signatory's name]

[signatory's position]

[signatory's position]

[Schedule(s):]