

Purchase and supply agreement ARBIT-2022 on Bullet Component Ballistic Identification System

Contract number:

The undersigned:

1. The State of the Netherlands, having its registered offices in The Hague, represented in this matter by the Minister/State Secretary for [portfolio name], on their behalf, Mr M.R.P. Elsensohn, Managing Director of the Netherlands Forensic Institute, [job title and name of signatory] hereinafter referred to as: The Buyer,

and

2. [full name and legal form of contractor], *, having its registered offices in *, represented by (and) [name of signatory] hereinafter referred to as: Supplier,

WHEREAS:

- The Buyer requires the supply of a Bullet Component Ballistic Identification System with the associated purchase of support, maintenance and training;
- The Buyer wishes for that purpose to conclude an agreement (hereinafter: the Agreement) for the technical lifetime of the Bullet Component Ballistic Identification System;
- A European tender with TenderNed reference [...] for the award of this Agreement has taken place based on the Tendering guidelines with reference NFI-KOGELCOMP-24 including Annexes under application of the 2012 Dutch Public Procurement Act;
- The Contractor has sufficiently informed himself of what the Contracting Authority wishes to achieve with the Contract;
- [...name of company...] submitted a Tender under the European tender on [...day/month/year...];
- The Buyer has identified the Tender issued by the Supplier as the most economically advantageous Tender with the best price-quality ratio;
- This Agreement sets out the terms and conditions applicable to the contract to supply the Bullet Component Ballistic Identification System and associated maintenance and training required by the Buyer during the term of this Agreement.

HAVE ENTERED INTO AGREEMENT AS FOLLOWS:

Various terms are capitalised in this Agreement. These terms shall have the meaning assigned to them in the Tendering guidelines attached to this Agreement and in Article 1 of the General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022). in addition to the above, the following terms used in this Agreement are defined below:

Tendering guidelines the document of the Client dated [...date...] with reference NFI-KOGELCOMP-24 describing and explaining the participation in the Agreement relating to Purchase and Supply for a specified period, the tender procedure to be followed and the award criteria

Tender the Tender issued by the Supplier dated [...date...], reference [.....]

1. Object of the Agreement

- 1.1 The Buyer hereby purchases from the Supplier the Product (*Bullet Component Ballistic Information System*), as set out in Annex 2 to this Agreement, and the Supplier hereby sells the Product to the Buyer, in accordance with the Tender filed by the Supplier based on the Tendering guidelines, unless otherwise provided in this Agreement.
- 1.2 The following documents collectively constitute the Agreement. To the extent these documents contradict each other, the document that appears higher on this list prevails over the document listed lower:
1. This document;
 2. The ARBIT-2022 (Annex 1);
 3. The Summaries of Additional Information and Changes (Annex 3);
 4. The Schedule of Requirements (Annex 1 of the Tendering guidelines);
 5. The Tendering guidelines (Annex 2) dated [...date...], with reference NFI-KOGELCOMP-24;
 6. The Tender issued by the Supplier to the Buyer (Annex 4) dated [...date...], with reference [...reference...].
- 1.3.1 In addition to the provisions of 1.1 and 1.2 of this Agreement, the Supplier shall provide the following Services:
- Delivery, installation, validation and turnkey delivery of the Bullet Component Ballistic Identification System at the Buyer's premises;
 - Performing Preventive, Corrective and Adaptive maintenance on the Bullet Component Ballistic Identification System;
 - User training for a minimum of 4 users at the Buyer's Location.

2. Entry into force and duration of the Agreement

- 2.1 This Agreement enters into force on 21 January 2025. The term of the Agreement is equal to the technical lifetime of the Bullet Component Ballistic Identification System. The expected technical lifetime is at least 10 years. This makes the initial term of the Agreement 10 years.

After 10 years, the Buyer can always extend the Agreement for a period of up to 12 months until the end of the technical lifetime. The Buyer shall notify the Supplier in writing whether the Agreement will be extended at least 2 calendar months before the expiry of the current contract term.

- 2.2 The Buyer may terminate the Agreement prematurely by registered letter with a notice period of 3 months. Settlement shall then take place between the Buyer and the Supplier based on the work carried out and costs reasonably incurred by the Supplier in connection with the execution of the Contract in question and based on the future obligations reasonably assumed for the execution of the Contract. The Buyer is not otherwise required to compensate the Supplier in any way for the consequences of the termination of the Agreement.

3. Delivery

- 3.1 The Product will be delivered no later than 30 April 2025 and delivered to the following delivery address:

Netherlands Forensic Institute
Laan van Ypenburg 6
2497 GB The Hague

3.2 Delivery of the Product by the Supplier shall be in accordance with DDP delivery address (Incoterms 2020).

3.3 If the Services are performed at the Buyer's office, the Supplier's personnel shall grant access to the place where the Services are performed and shall enable this personnel to perform the Services under the Buyer's customary working conditions during the regularly applicable office hours.

4. Price and other financial provisions

4.1 The agreed prices for the Product, maintenance and training are included in the Tender issued by the Supplier to the Buyer (Annex 4). The prices in the Tender shall relate to all Products and Services to be provided under this Agreement. Prices are valid throughout the term of the Agreement.

4.2 Invoicing of the Product shall take place after Delivery and Acceptance of the Product to the Buyer.

4.3 The agreed prices are fixed until 1 January 2026 of this Agreement. After this period, prices may be indexed annually (both upward and downward, depending on the indices) in accordance with the formula and conditions included in the Schedule of Requirements, which forms part of the Tendering guidelines.

4.4 Supplier shall invoice electronically in the manner prescribed in the Tendering guidelines.

5. Contact persons

5.1 The contact person for the Buyer is
The contact person for the Supplier is

6. Termination or replacement in case of the grounds for exclusion being applicable

6.1 The Buyer may terminate the Agreement without judicial intervention with immediate effect if a ground for exclusion as laid down in the Tender Documents applies to the Supplier during the term of the Agreement. The Buyer assesses based on sections 2.86, 2.87, 2.89 Dutch Public Procurement Act whether there is a ground for exclusion. The Buyer may waive termination of the Agreement inter alia in cases provided for in Sections 2.86a or 2.88 of the Dutch Public Procurement Act.

6.2 If a ground for exclusion as laid down in the Tender Documents applies during the term of the Agreement to a third party that the Supplier has relied upon pursuant to Article 2.92(1) of the Dutch Public Procurement Act or the subcontractor, the Buyer may require the Supplier to replace the third party or the subcontractor within a reasonable period to be set by the Buyer. The Buyer may terminate the Agreement if the Supplier fails to make the request to that effect.

6.3 The Buyer shall not be obliged to compensate any damage and/or expenses resulting from the premature termination of the Agreement or replacement of the third party or subcontractor pursuant to Articles 6.1 and 6.2 of this Article.

6.4 The Supplier shall be liable for damages suffered and to be suffered by the Buyer as a result of the premature termination of the Agreement or replacement of the third party or subcontractor. To determine the maximum amount of damages, Article 26 ARBIT-2022 applies.

6.5 The Supplier shall inform the Buyer in writing and as soon as possible if a situation provided in article 6.1 or paragraph 6.2 of this article arises.

7. Other conditions

7.1 Only the "General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022)" shall apply to this Agreement to the extent that it does not deviate from them. The applicability of the Supplier's General Terms and special Conditions (if any) is specifically excluded.

8. Integrity Statement

The Supplier confirms that it has not offered personnel, subordinates or auxiliary persons of the Purchaser in any benefits with a view to obtaining the contract, or instructed others to do so on its behalf. The Supplier will also refrain from doing this to induce such persons to perform or omit any action.

9. Final provision

9.1 Departures from this Agreement will be binding exclusively provided they have been agreed in writing between the Parties.

9.2 On signing this Agreement, any agreements previously made by the Parties, either verbally or in writing, concerning the orders placed for the Delivery of the Product under this Agreement will be null and void.

Agreed and signed in duplicate on the latter of the two dates given below,

The Hague, [date] [Place], [date]

THE MINISTER/STATE SECRETARY OF [Supplier name]
[portfolio name]

on their behalf,
[job title signatory]

[name of signatory] [position and name of signatory]

- Annexes:
Annex 1: General Government Terms and Conditions of IT Contracts 2022 (ARBIT-2022);
Annex 2: Tendering guidelines of Buyer dated with reference NFI-KOGELCOMP-24;
Annex 3: Summaries of additional information and changes;
Annex 4: Supplier's Tender dated with reference [.....].