

## **Purchase and supply agreement (ARIV 2018) for the delivery of micro barometers for upgrades and expansion of the KNMI monitoring network**

**[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 Infrastructure and Water Management,  
legally represented in this matter by  
**[signatory's name and position]**,  
hereinafter referred to as the Purchaser,

**and**

2. **[contractor's full name and legal form]**,  
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, through the Royal Netherlands Meteorological Institute (KNMI), Department of Seismology and Acoustics (RDSA), operates a nationwide network of micro barometers for the continuous monitoring of low-frequency atmospheric vibrations (infrasound), essential for distinguishing atmospheric phenomena such as sonic booms from earthquakes;
- The Purchaser requires the acquisition of both analogue and digital micro barometers to replace obsolete equipment from the 2000s, to expand existing seismic stations, and to extend the seismo-acoustic network with new monitoring sites;
- The Purchaser intends to purchase a minimum of fifty-one (51) analogue and six (6) digital micro barometers, with the possibility of additional orders up to a total of ninety-five (95) units, subject to available project budget;
- The Purchaser has conducted a European public procurement procedure in accordance with applicable EU and Dutch regulations, and has selected the Supplier as the sole contracting party for the supply of said micro barometers;

- The Supplier has submitted a Proposal dated [XXX], ref. [XXX], which has been accepted by the Purchaser as the basis for this Contract.

## **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:

Tender Documentation: the documents published by the Purchaser in the context of the European public procurement procedure “Procurement of analogue and digital micro barometers”, dated [XXX] ref. [XXX], including the [document names] and any addenda issued during the tender procedure.

Proposal: A Proposal submitted by the Supplier based on the Tender Documentation as published on TenderNed;

### **1. Object of the Contract**

1.1 The Purchaser hereby purchases the Products, consisting of analogue and digital micro barometers, comprising a minimum of fifty-one (51) analogue units and six (6) digital units, with the option to increase the quantity to a maximum of eighty (80) analogue units and fifteen (15) digital units, so ninety-five (95) units in total, from the Supplier, and the Supplier hereby sells the Product to the Purchaser, in accordance with the Proposal issued by the Supplier on the basis of the Tender Documentation, 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. Information Memorandum;
3. the ARIV 2018;
4. the Tender Documentation (incl. the appendixes);
5. the Proposal issued by the Supplier to the Purchaser dated [XXX] ref. [XXX].

1.3 In addition to the provisions of article 1.1 of this Contract, the following applies:

- a. The Purchaser shall purchase a minimum of fifty-one (51) analogue and six (6) digital micro barometers.
- b. Any further purchases beyond this minimum, up to a maximum total of ninety-five (95) units, shall be at the sole discretion of the Purchaser, in consultation with the Supplier, and will only be effected through separate purchase orders issued under this Contract;
- c. The Supplier shall be obliged to deliver such additional units under the same terms and conditions, including price (subject only to indexation, if applicable), as set out in this Contract.

## **2. Entry into force of the Contract**

This Contract enters into force on the date on which it is signed by both Parties and shall remain in force until the earlier of (i) ten (10) years from that date, or (ii) the completion of the delivery of the maximum number of ninety-five (95) units, unless terminated earlier in accordance with its provisions or the ARIV 2018.

## **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 (Delivered Duty Paid) Incoterms 2010 at the delivery address specified by the Purchaser.
- 3.2 The guaranteed minimum quantity of fifty-one (51) analogue and six (6) digital micro barometers shall be delivered in batches. The Purchaser expects to place two (2) to three (3) orders during 2026, each consisting of approximately eight (8) to ten (10) units. The scope and timing of these orders shall be determined in consultation between the Purchaser and the Supplier and formalised by means of purchase orders issued under this Contract. The Purchaser may place one or more additional orders during 2026, the scope and timing of which shall be determined in consultation between the Purchaser and the Supplier and formalised by means of purchase orders issued under this Contract. For subsequent years within the term of this Contract, the number, size and timing of further batches shall likewise be determined in consultation between the Purchaser and the Supplier, taking into account the Purchaser's needs and available project budget, and in accordance with article 1.3 of this Contract.
- 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 prices for the Product are: € [...] (excl./incl. VAT) and are listed in [document name]. The prices 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 The agreed prices for the Product are fixed for the first calendar year of the Contract. The prices for the next calendar year will be adjusted by the first of January 2027 in the preceding calendar year in accordance with [to be determined]. 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 shall be made by the Purchaser within thirty (30) days after receipt and acceptance of the Products concerned and of a correct and complete invoice, in accordance with the provisions of this Contract and the ARIV 2018. Payment shall be made per batch delivered, unless the Parties agree otherwise in writing.
- 4.4 The Supplier must submit invoices electronically in the manner prescribed in the Tender Documentation.

#### **5. Contacts**

The Purchaser's contact is [XXX]. The Supplier's contact is [XXX].

## **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.
- 6.3 Articles 4.5 and 12 of the ARIV 2018 do not apply.
- 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 Notwithstanding article 15 of the ARIV 2018, the Parties agree that external risks such as export restrictions or denial of export licences shall be deemed a valid ground for non-performance. In the event that an export licence required for the delivery of the Products is refused or withdrawn, all obligations of both Parties in respect of the affected Products, including the Purchaser's obligation to purchase and pay and the Supplier's obligation to deliver, shall lapse without any liability for either Party.

## **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 the Minister of / State Secretary for

For [Supplier's name]

[signatory's name]

[signatory's name]

[signatory's position]

[signatory's position]