

Instruction:

- Text/clauses preceded by '<OPTIONAL>' are optional.
- Where 'OR' is stated between the clauses, choose one of the options and delete the other(s).

NB: Delete this instruction before using the contract

(Date: April 2014)

Purchase and supply contract (ARIV 2014)

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:

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- 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*];
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-
-

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 2014 (ARIV 2014). 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.]

Instruction: 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 this instruction before using the contract

1. Object of the Contract

- 1.1 The Purchaser hereby purchases the Product (**Instruction:** *A brief description can be given here or in a Schedule*) [, 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 document;
 2. the ARIV 2014;
 3. the Request for Quotations;
 4. the other Schedules;
 5. the Quotation issued by the Supplier to the Purchaser dated ref.;
- 1.3 **<OPTIONAL>** In addition to or in derogation from the provisions of article 1.1 of this Contract, the following applies:

2. Entry into force of the Contract

This Contract enters into force on the date on which it is signed by both Parties [and ends as soon as the Delivery of the Product has been completed].

3. Delivery

- 3.1 **<OPTIONAL>** Notwithstanding the provisions of article 3.1 of the ARIV 2014, the Delivery of the Product by the Supplier will take place in accordance with [*specify desired Incoterm, if not DDP*] Incoterms 2010.
- 3.2 The Product will be delivered no later than [date] to the following address: [.....].

OR

- 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 **<OPTIONAL>** 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) (*Instruction: 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 **<OPTIONAL>** Notwithstanding the provisions of article 9.1 of the ARIV 2014, the costs of assembly or installation work relating to the Product are not included in the agreed price. The costs of assembly or installation work are: €[...] (excl./incl. VAT).
- 4.3 **<OPTIONAL>** The agreed [price/prices] for the Product [is/are] fixed for the first calendar year of the Contract. The prices for the next calendar 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%.
- 4.4 **<OPTIONAL>** Payment will be made as follows:
- an amount of €..... ([excl./incl.] VAT) after the Contract has been signed [, as soon as the Supplier has submitted the bank guarantee referred to in article 11.1 OR article 4.5 of the ARIV 2014]. This bank guarantee will provide security for an amount of €.... and will be issued for a period of ... [months/years]. The amount of the guarantee will in no way limit the Supplier's liability under this Contract.] / [*Instruction: see alternative in article 6.2 of this Contract*];
- the remaining €..... ([excl./incl.] VAT) after the Delivery of the Product to the Purchaser.
- 4.5 The Supplier will send the invoice(s) to the central delivery point for invoices, Digipoort, quoting the above-mentioned contract number and commitment number / purchase order number / resource expenditure number [*delete where applicable*]

OR

- 4.5 Notwithstanding the provisions of article 10.2 of the ARIV 2014 on electronic invoicing, the Supplier will send the invoice(s) to the Purchaser on paper. The Supplier will send the invoice(s), quoting the above-mentioned contract number and commitment number / purchase order number / resource expenditure number [*delete where applicable*] ..., to:

Ministry of ...
(Directorate-General for ...)
... Department..., room ...
Postbus ...
... Den Haag

5. Contacts

- 5.1 The Purchaser's contact is The Supplier's contact is
- 5.2 **<OPTIONAL>** Notwithstanding the provisions of article 6.2 of the ARIV 2014, 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 2014 (ARIV 2014), 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 **<OPTIONAL>** Article [4.5] **OR** [11] of the ARIV 2014 does not apply.
- 6.3 **<OPTIONAL>** Notwithstanding article 13 of the ARIV 2014, the Party that imputably fails to discharge its obligations is liable to the other Party for any loss incurred by the other party.
- OR**
- 6.3 **<OPTIONAL>** Notwithstanding article 13 of the ARIV 2014 the liability referred to in that article is limited to €.....
- 6.4 **<OPTIONAL>** Notwithstanding the provisions of article [19.1] of the ARIV 2014, the following applies:
- 6.5 **<OPTIONAL>** If the duty of confidentiality imposed on the Supplier under article 8 of the ARIV 2014 is breached, the Supplier will be liable to an immediately payable fine of €..... per event.
- 6.6 **<OPTIONAL>** Notwithstanding the provisions of article ... of the ARIV 2014, the following applies to:
- 6.7 **<OPTIONAL>** In accordance with article 13 of the ARIV 2014, 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.

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 and position]

[signatory's name and position]

Schedule(s):