***Instructions:***

* ***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 these instructions before using the agreement.***

(Date: May 2018)

**Purchase and supply framework agreement (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 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:**

1. The Purchaser wishes, in relation to the Delivery of ..., to agree fixed terms for a certain period with [... *enter number of framework contractors*] suppliers;

2. To this end, the Purchaser wishes to conclude a Framework Agreement having a term of […] year(s) / […] year(s) with [*number*] optional extension(s) of […] year(s) [**Instructions:** *the total term of the framework agreement including any extensions must not exceed four years*] laying down the conditions applicable to all contracts for the Delivery of … to be awarded by the Purchaser during the said term;

3. **<OPTIONAL>***An EU contract award procedure for the selection of parties to this Framework Agreement has been conducted on the basis of the descriptive document and subject to the Public Procurement Act 2012;*

4. The Purchaser has judged the Supplier’s bid, and those of … [*enter number of other framework contractors*] other framework contractors, to offer [the best price-quality ratio *or* the lowest price *or* the lowest costs];

5. This Framework Agreement lays down the conditions that apply to all contracts for the Delivery of ………. that the Purchaser intends to award during the term of this Framework Agreement and that may or may not be awarded to the Supplier after competition between the framework contractors based on the award criterion of [the best price-quality ratio *or* the lowest price *or* the lowest costs];

6. The Purchaser will enter into agreements similar to the present Framework Agreement with … [*enter number of other framework contractors*] other framework contractors;

**AGREE AS FOLLOWS:**

A number of terms in this Framework Agreement 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 Framework Agreement:

Descriptive Document: the document issued by the Contracting Authority dated …, ref. …, describing and explaining participation in the Framework Agreement for the performance of Services during a certain period, the applicable public procurement procedure and the selection and award criteria.

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

**1. Object of the Framework Agreement**

* 1. The Supplier will sell and deliver to the Purchaser on demand, in accordance with orders placed by the Purchaser, Products (**Instructions:** *a brief description can be given here or in a schedule.* ***NB:*** *delete these instructions before using the agreement*) [, as referred to in Schedule [...] to this Framework Agreement,] during the term of this Framework Agreement, in accordance with the Quotation issued by the Supplier on the basis of the Descriptive Document, unless this Framework Agreement provides otherwise.

1.2 The following documents form part of the Framework Agreement. 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

4. the other Schedules

4. 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 Framework Agreement, the following applies: ...........

**2. Entry into force and duration of the Framework Agreement**

2.1 This Framework Agreement enters into force on the date that it is signed by both Parties.

2.2 The Framework Agreement will be entered into for a term of […] [*months/years*], and will therefore commence on [*enter date of signature of Framework Agreement*] and end on […] [, with an option for the Purchaser to extend the Framework Agreement by [*enter period*]]. **<OPTIONAL*>*** If the Purchaser wishes to exercise this option to extend the Framework Agreement, it will notify the Supplier in writing no later than [...] [month(s)] before the expiry of the initial term [*enter end date referred to in first sentence*] that the Framework Agreement will be extended by the said period, failing which the Framework Agreement will end on [*enter end date referred to in first sentence*].

2.3 **<OPTIONAL*>*** *[The Purchaser / Either Party*] may terminate the Framework Agreement at any time by registered letter, without stating reasons, subject to the following time limits, depending on how much of the term of the Framework Agreement has already elapsed:

* term of 0 - 2 years: [3 months’ notice];
* term of 2 - 4 years: [6 months’ notice].

 If the Framework Agreement is terminated early, as referred to in this paragraph, the Purchaser and Supplier will settle accounts on the basis of the costs reasonably incurred by the Supplier in respect of the performance of the Framework Agreement, and orders for the Product already placed in accordance with article 3 of the Framework Agreement, which still have to be delivered to the Purchaser after the Framework Agreement has been terminated. The Purchaser is not obliged to indemnify the Supplier in any other way for any consequences of the Framework Agreement’s termination.

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.

2.5 **<OPTIONAL*>*** If the Services have not been performed in accordance with the Framework Agreement within the agreed or extended term, the Contractor will immediately pay the Contracting Authority a penalty of 0.1% of the total or maximum price specified in the Agreement for each day that it fails to perform the Services as agreed, up to a maximum of 10% thereof. If, other than through force majeure, the Supplier is permanently unable to perform the Services as agreed, the penalty will be immediately payable in full.

The penalty is payable to the Contracting Authority, without prejudice to all other rights and claims, including:

1. its right to demand that the Services be performed as agreed;
2. its right to damages.

The penalty will be set off against amounts payable by the Contracting Authority regardless of whether the right to such amounts has been assigned to a third party.

**3. Delivery**

3.1 **<OPTIONAL*>*** 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 [*specify desired Incoterm, if not DDP*] Incoterms 2010.

3.2 During the term of this Framework Agreement, the Supplier will sell the Product and deliver it on demand to the Purchaser, when the latter makes an initial request by placing a written order in accordance with the model order form (Schedule […] to this Framework Agreement), unless the order form specifies otherwise. The orders placed by the Purchaser in accordance with the previous sentence will be deemed to have been accepted by the Supplier on receipt of the order concerned, by means of the signature of this Framework Agreement.

3.3 Within […] days of the Purchaser placing a written order, the Supplier will deliver the Product to the following address: […….].

3.4 **<OPTIONAL*>*** During the term of this Framework Agreement, the Supplier will sell and deliver a minimum of [*state minimum for each product*] Products to the Purchaser annually, and the Purchaser will purchase this minimum quantity from the Supplier annually.

**4. Price and other financial provisions**

4.1 The agreed [price/prices] for the Product [is/are]: €[…] ([excl./incl*.*] VAT) (**Instructions:** possibly attach schedule on prices) / [is/are listed in Schedule [...]]. The [price/prices] [relates/relate] to all the Products to be delivered under this Framework Agreement, together with any accompanying materials and documentation, such as user manuals and the like.

4.2 **<OPTIONAL*>*** Notwithstanding the provisions of article 10.1 of the ARIV 2018, 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 Framework Agreement. 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 Agreement being set at 100%.

4.4 **<OPTIONAL*>*** Payment will be made as follows:

‑ an amount of €...... ([excl./incl.] VAT) after placement of an order as referred to in article 3 of the Framework Agreement [, on submission of the bank guarantee referred to in article 12 **OR** article 4.5 of the ARIV 2018. This 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 Framework Agreement.] [**Instructions:** *see alternative in art. 6.2 of this Framework Agreement*];

‑ the remaining €…… ([excl./incl.] VAT) after the Delivery of the Product to the Purchaser.]

4.5 The Supplier must submit invoices electronically in the manner prescribed in the request for quotations.

**OR**

4.5**<OPTIONAL>**Notwithstanding the provisions of article 11.2 of the ARIV 2018 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 2018, the contacts named above may not make legally binding agreements on the Parties’ behalf.

**6. Other Terms and Conditions**

6.1 This Framework Agreement is subject solely to the General Government Purchasing Conditions 2018 (ARIV 2018), in so far as it 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 **<OPTIONAL*>*** [Article 4.5] **OR** [Article 12] **OR** [Articles 4.5 and 12] of the ARIV 2018 [does] **OR** [do] not apply.

6.4 **<OPTIONAL*>*** Notwithstanding article 14 of the ARIV 2018, the Party that imputably fails to discharge its obligations is liable to the other Party for any loss incurred by the other Party.

***OR***

6.4 **<OPTIONAL>** Notwithstanding article 14 of the ARIV 2018 the liability referred to in that article is limited to €………..

6.5 **<OPTIONAL>** Notwithstanding the provisions of article 20.1 of the ARIV 2018, the following applies: .....

6.6 **<OPTIONAL>** If the duty of confidentiality imposed on the Supplier under article 8 of the ARIV 2018 is breached, the Supplier is liable to an immediately payable penalty of €………… per event.

6.7 **<OPTIONAL>** Notwithstanding the provisions of article … of the ARIV 2018, the following applies to .............: …

6.8 **<OPTIONAL>** In addition to article 14 of the ARIV 2018, the Supplier indemnifies the Purchaser against any claims for damages brought by third parties 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 Framework Agreement 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 Framework Agreement for the supply of the Product will be nullified by the signature of this Framework Agreement.

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):]