**CONTRACT FOR THE SUPPLY OF SPECIFIED GOODS**

**SPECIFIC CONTRACT CONDITIONS**

**FOR**

**SUPPLY AND DELIVERY OF A BACKHOE AND PARTS**

**[CONTRACT NUMBER: ]**

**This contract for the Supply of Specified Goods (“Contract”)**  
is entered into between:

The Government of Kiribati through the Public Utilities Board with its office at the address stated in Article 4 of the SCC (hereinafter referred to as the “Procuring Entity”)

and

[name of the Supplier] with address as stated in Article 4 of the SCC (hereinafter referred to as the “Supplier”), together referred as the “Parties”.

**RECITALS**

WHEREAS the Procuring Entity wishes to receive from the Supplier, and the Supplier is willing to provide to the Procuring Entity, the Specified Goods as more fully defined hereinafter;

WHEREAS the Supplier is ready and willing to accept the Contract with the Procuring Entity, the Parties agree to the following terms and conditions:

### General provisions

The following annexes form an integral part of the Contract.

* Annex A – Condition for Supply of Specified Goods;
* Annex B – Specifications;
* Annex C – General Contract Conditions;

### Scope of the Supply of Specified Goods

The Supplier shall provide the Specified Goods described in Annex A to the SCC “Conditions for Supply of Specified Goods” (the “Goods”) on the delivery date or dates (“Delivery Date or Dates”) and in accordance with the “Specifications” set out in Annex B to the SCC and shall remedy defects in conformity in all respects with the provisions of the Contract.

### Payment

* 1. The Procuring Entity shall pay the Supplier in accordance with the terms of the Contract a total amount of (the “Contract Amount”):

|  |  |
| --- | --- |
| **AU$** | **[insert total amount]** |

* 1. Upon submission of an appropriate invoice by the Supplier in accordance with Part V of the GCC, the Contract Amount shall be paid in AU$ as a lump sum (Price plus Reimbursables).
  2. Final payment will be made upon acceptance of the Services in accordance with Part V of the GCC.
  3. The Supplier shall have sole responsibility for:

1. the payment of all taxes, including any indirect taxes and value-added taxes (VAT) arising out of or in connection with the Contract, whether paid as part of the Contract Amount or not, and
2. the filing of any required tax returns or other information related thereto with the relevant tax authorities.

If any tax must be paid by the Procuring Entity on account of any payment hereunder, the amount of any such tax shall be deducted from the amount payable by the Procuring Entity to the Supplier.

* 1. Payment shall be made to the bank account of the Supplier as specified in Article 4 of the SCC.

### Official Addresses for Notices and Requests

Any notice, or request under the Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or e-mail to the party to which it is required to be given or made at such party's address specified below. In case of a change of contact person, the Party concerned is obliged to inform the other Party in good time.

For the Procuring Entity:

|  |  |
| --- | --- |
| Address | Public Utilities Board |
| Country | Republic of Kiribati |
| Attention of | Chief Executive Officer |
| e-mail | [ceopubjry@gmail.com](mailto:ceopubjry@gmail.com) |
| Phone | +686 7512 6929 |

For the Supplier:

|  |  |
| --- | --- |
| Address |  |
| Country |  |
| Attention of |  |
| e-mail |  |
| Phone |  |
| Bank account details |  |

### Rights and Obligations of the Supplier

The rights and obligations of the Supplier are strictly limited to the terms and conditions of this Contract, which include the GCC and the SCC. Accordingly, the Supplier shall not be entitled to any payment except as expressly provided in this Contract.

### Effectiveness

The Contract shall become effective, as per Clause 9. of the GCC upon due execution by the Parties and shall continue in full force and effect until the earlier of:

1. complete performance of the Supplier’s obligations under the Contract, including guarantees obligations, and all payments therefore, or
2. termination of the Contract in accordance with Clauses 18 and 19 of the GCC.

### Duration of the Contract

The Contract shall have an overall duration of (in line with Annex A):

|  |  |
| --- | --- |
| Start Date | End Date |
| Contract Effective Date | Contract Effective Date plus three months |

### Amending the Standard Terms and Conditions

Not Applicable.

\* \* \* \* \*

The Parties have agreed on the terms and conditions of this Contract which has been signed in two (2) original copies whereof the Parties have received one (1) copy each.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: | Signature: |
| Name: James Young | Name: |
| Position: Chief Executive Officer | Position: |
| Company: Public Utilities Board, Kiribati | Company: |
| Date: | Date: |
| Witness | Witness |
| Signature: | Signature: |
| Name: | Name: |

# ANNEX A – CONDITIONS FOR SUPPLY OF SPECIFIED GOODS

### Goods to be supplied

Backhoe Loader, Parts and Manuals as described in ANNEX B.

### Delivery date(s)

Three months from date of Award of Contract.

### Terms of Delivery

### The Goods will be collected by a PUB representative and checked before being individually accepted within four days of arrival.

Once accepted payment will be made for the Goods individually accepted.

Incoterm DAP.

### Carrier nomination

To be completed when Supplier is selected.

### Documents to be provided

Packing list to be provided with shipment.

### Packing requirements

Secure packing in a waterproof container.

### Other conditions

Goods shall be delivered to the Port of Betio. The Procuring Entity shall arrange for customs clearance, quarantine as required and unpacking. The Supplier shall be informed of the time and place of the unpacking.

# ANNEX B – SPECIFICATION

The Backhoe Loader must conform to the following specifications:

1. Hydraulically operated loader (front) bucket with minimum capacity of 1.1m3.
2. Minimum of 4-in-1 bucket with roll-over forks.
3. Standard 600mm and trenching bucket for boom arm.
4. Maximum Operating Weight 11.0 t.
5. Minimum engine net peak power of 70kW (2,200 rpm SAE J1349 or equivalent).
6. Ability to enable quick linkage to attachments.
7. 12V power supply for two-way radio.
8. Radio/CD.
9. UHF Radio.
10. Roof mounted rotary hazard light with guard.
11. Sign-writing to both sides of vehicle ‘Public Utilities Board.
12. Dust extraction system.
13. Seat covers supplied.
14. Machine to be equipped with 16.9–28 tyres or similar (a machine with same size tyres front and rear is preferred, but alternative configurations will be considered).
15. Spare wheel(s) and rim to be provided.
16. ABE fire extinguisher supplied and fitted.
17. Battery Isolator switch.
18. Parts[[1]](#footnote-1) and service manuals.
19. The machine is to conform and be equipped with all requirements for licensing to traffic.
20. Regulations and vehicle inspection report is required.

# ANNEX C – GENERAL CONTRACT CONDITIONS

Please refer to General Conditions of Contract.

1. Parts required to service the machine in accordance with the manufacturer’s serving recommendations for the first five years of ownership shall be included. [↑](#footnote-ref-1)