**CONTRACT FOR THE SUPPLY OF GOODS**

**SPECIAL CONTRACT CONDITIONS**

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

The [Ministry of X / SOE] of the Republic of Kiribati, with its office at the address stated in section SCC 4 (hereinafter referred to as the “Procuring Entity”)

and

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

together referred as the “Parties”.

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

WHEREAS the Supplier is ready and willing to accept the Contract with the Procuring Entity on the said terms and conditions;

The Parties agree on what follows:

### General provisions

The following annexes form an integral part of the Contract.

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

### Scope of the Supply of Goods

The Supplier shall provide the Goods described in Annex A to the SCC “Conditions for Supply of 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 AU$ [insert amount] (the “Contract Amount”).
  2. Upon submission of an appropriate invoice by Supplier in accordance with sections GCC 37 and GCC 40, the Contract Amount shall be paid in AU$ [in a lump sum [or] in accordance with the following payment schedule:

Payment Schedule:

1st: (…)

2nd: (…)

3rd: (…)]

* 1. The Supplier shall have sole responsibility for (i) 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 (ii) 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.
  2. Payment shall be made to the bank account of the Supplier as specified in section SCC 4.

### 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:

For the Procuring Entity:

|  |  |
| --- | --- |
| Address |  |
| Country | Republic of Kiribati |
| Attention of | **[authorised representative]** |
| e-mail |  |
| Phone |  |

For the Supplier:

|  |  |
| --- | --- |
| Address |  |
| Country |  |
| Attention of | **[authorised representative]** |
| 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 the Contract, that include the GCC and the SCC. Accordingly, the Supplier shall not be entitled to any payment except as expressly provided in the Contract.

### Effectiveness

The Contract shall become effective, as per section GCC 9. upon due execution by the Parties and shall continue in full force and effect until the earlier of (i) complete performance of the Supplier’s obligations under the Contract, including guarantees obligations, and all payments therefore, or (ii) termination of the Contract in accordance with section GCC 18 and section GCC 19.

### Duration of the Contract

The Contract shall have an overall duration of [specify duration in years / months / days or date of termination] in line with Annex A.

### Special Conditions

The following Special Conditions have been agreed by the Parties, and shall replace the referred section of the General Conditions of Contract, wholly or partly, as described below

[…]

\* \* \* \* \*

**FOR THE PROCURING ENTITY FOR THE SUPPLIER**

(date, name and signature) (date, name and signature)

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# ANNEX A – CONDITIONS FOR SUPPLY OF GOODS

### Goods to be supplied

*brief description of goods*

### Delivery date(s)

*delivery date(s)*

### Terms of Delivery

*DDP of Incoterms 2010 is recommended*

### Carrier nomination

### Documents to be provided

*such as invoice, packing lists, insurance documents etc*

*also product manuals, instructions, warranties, etc.*

### Packing requirements

### Other conditions

# ANNEX B – SPECIFICATIONS

[*detailed description of goods, technical specification etc.*]

# ANNEX C – GENERAL CONTRACT CONDITIONS

[GCC in .pdf format]