**CONTRACT FOR THE SUPPLY OF STANDARD GOODS**

**SPECIAL CONTRACT CONDITIONS**

**FOR**

**[Supply of Construction and Joinery Machineries and Tools]**

**[CONTRACT NUMBER: 29-G002-23]**

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

The [Ministry of Line and Phoenix Islands Development] of the Republic of Kiribati, with its office at the address stated in Article 4 of the SCC (hereinafter referred to as the “Procuring Entity”)

and

Supplier with address as stated in Article 4 of the SCC (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 Standard 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 Standard Goods.
* Annex B – Specifications; and
* Annex C – General Contract Conditions

### Scope of the Supply of Standard Goods

The Supplier shall provide the Standard Goods described in Annex A to the SCC “Conditions for Supply of Standard 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$** | Total Procurement Cost |

* 1. Upon submission of an appropriate invoice by Supplier in accordance with Part V of the GCC, the Contract Amount shall be paid in AU$ *in accordance with the following payment schedule*

|  |  |  |
| --- | --- | --- |
| No | Payment Date: | Amount |
| 1st | After signing the contract | 50% of Procurement cost |
| 2rd | After inspection and confirming receiving in good order | 50% of Procurement cost |

* 1. Final payment will be made upon acceptance of the Goods in accordance with Part V of the GCC.
  2. 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.
  3. 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:

For the Procuring Entity:

|  |  |
| --- | --- |
| Address | Ministry of Line and Phoenix Island Development |
| Country | Republic of Kiribati |
| Attention of | **[Natario Kiati]** |
| e-mail | secretary@mlpid.gov.ki |
| Phone | 00686-75381211 |

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 Clause 9 of the GCC, 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 Clauses 18 or 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 |
| Once the contract signed | **After the final payment has made.** |

*To be delivered in June or July 2023* *at Project Site.*

\* \* \* \* \*

**FOR THE PROCURING ENTITY FOR THE SUPPLIER**

Full Name: Natario Kiati Full Name:

Signature: Signature:

Date: Date:

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# ANNEX A – CONDITIONS FOR SUPPLY OF STANDARD GOODS

### Goods to be supplied

*Construction and Joinery Machineries and Tools*

### Delivery date(s)

*June or July 2023*

### Terms of Delivery

*DDP of Incoterms 2022 is recommended*

### Carrier nomination

### Documents to be provided

*Such as invoice, packing lists, insurance documents etc. but also product manuals, instructions, warranties, etc.*

### Packing requirements

*If other or more detailed than Clause 27 in the GCC,*

### Other conditions

* *Prices quoted in AUD and CIF to Project Site/Kiritimati.*

# ANNEX B – SPECIFICATIONS

[*Refer to the Quantity attached*]

# ANNEX C – GENERAL CONTRACT CONDITIONS

*[GCC in .pdf format]*