**CONTRACT FOR THE SUPPLY OF GOODS**

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 – Terms and Conditions (GCC).

### 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, the Contract Amount shall be paid in AU$ within 30 days of the receipt.
  3. 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.
  4. 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.

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**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

Entire Agreement

This Contract, including these general terms and conditions, and any special conditions, specifications, drawing and other documents herein constitute the entire agreement between the parties.

Goods

“Goods” means those articles, material, supplies, drawings, data and other property, and performance of all specified or required services, including but not limited to design, drafting, manufacturing, packing, loading, transportation, quality surveillance and testing, as required to be supplied by the Supplier to the Buyer in accordance with the Contract and as described therein.

Acknowledgement and Acceptance

The Supplier signifies acceptance of the Contract and of the terms and conditions governing the Contract unless the Supplier promptly notifies the Buyer of non-acceptance or modification and thereby has entered into and executed the contract for the Goods stated.

Price and Payments

The price of the Goods stated in the Contract shall constitute the full compensation to the Supplier for the Goods, and shall include, unless otherwise stated, all costs, service fees and other charges of any kind incurred by the Supplier related to the Goods prior to delivery of the Goods to the Buyer. Payment will be made in accordance with the applicable provisions of the Contract

Termination

The Buyer may at any time for any reason, including curtailment or termination of funding applicable to this agreement, terminate this Contract, in whole or in part, by giving written notice thereof to the Supplier. In the event of such termination, the amount due under the Contract shall be subject to an equitable adjustment, provided only that the Buyer shall not be required to pay the Supplier for Goods ordered, but not delivered or manufactured specifically for the Buyer and not being able to sell to others.

Delay

Time is of the essence. Failure by the Supplier to deliver the Goods within the time specified in the Contract or within a reasonable period of time if no time is specified shall, at the option of the Buyer, relieve the Buyer of its obligations to accept and pay for the Goods. Where delays in delivery are due to causes beyond the Supplier’s reasonable control (such as act of nature, act of government, fire, general strike, flood, epidemic, war, riot or civil commotion), delivery shall be subject to an extension of the time for performance, provided the Supplier has given the Buyer written notice of delay within three (3) days of its commencement. The extent of any extension to the performance period shall be equal to the time actually lost by the Supplier as a result of the delay.

Liquidated Damages

In case the Supplier fails to deliver any or all of the Goods within the time specified in the Contract, the Buyer may, without prejudice to any other remedy it may have under the order, deduct from the order value, as compensation for liquidated damages, a sum equivalent to two-tenths of one percent (0.2%) of the contract value for each day of delay in delivery subject to a maximum amount of ten percent (10%) of the order value.

Warranty

The Supplier warrants that the Goods shall be free from defect in design, material, workmanship and title; shall conform in all respects with the terms of the Contract; and shall be of the best quality if no quality is specified. If any such defect of the Goods becomes evident within one year of operation, and the Buyer so notifies the Supplier within a reasonable period of time after discovery of the defect, the Supplier shall thereupon promptly correct the defect at its expense.

If the Supplier does not replace or repair the Goods as notified to the Supplier as being defective within a period of time reasonable in the circumstances, the Buyer shall have the right to remedy the said defect at the Supplier’s risk, cost and expense.

Assignment/Subcontracting

The Supplier shall not assign or subcontract this agreement or any part thereof to third parties unless the Supplier has obtained prior approval in writing from the Buyer after informing the Buyer of its own procurement plan and procedures.