Contract for Goods [insert agency logo - optional]

Click on light grey text to fill out the form.

|  |
| --- |
| Insert Title for Contract. Add Contract reference if applicable. |

# The Parties

## The Buyer:

|  |
| --- |
| Insert the name of the Buyer agency and New Zealand Business Number.e.g. Ministry of Education (not ‘HM the Queen acting...’) |
| Insert the business address. |

and

## The Supplier:

|  |
| --- |
| Insert the legal name of the Supplier.(NZBN Insert New Zealand Business Number of the Supplier.) |
| Insert address.For a company, use the registered office. For others use physical address. |

# The Contract

## Agreement

The Supplier agrees to sell and the Buyer agrees to buy the Goods described in this Contract. This Contract sets out the Parties' rights and obligations.

### Parts of this contract

The documents forming this Contract are:

1. **Page 1**: This page
2. **Schedule 1**: Contract Details and Description of Services
3. **Schedule 2**: Standard Terms and Conditions GMC Form 1 GOODS | Schedule 2 (2nd Edition) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

### How to read this Contract

* Together the above documents form the whole Contract.
* Any Supplier terms and conditions do not apply.
* Clause numbers refer to clauses in Schedule 2.
* Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

# Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

|  |  |
| --- | --- |
| Signed for and on behalf of the Buyer:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) | Signed for and on behalf of the Supplier:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) |

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | Insert name. | Name: | Insert name. |
| Position: | Insert position. | Position: | Insert position. |
| Date: | Select date. | Date | Select date. |

Schedule 1

# Contract Details and Description of Services

|  |  |  |
| --- | --- | --- |
| Start Date | Select date. | Reference Schedule 2 clause 1 |
| End Date | Select date. | Reference Schedule 2 clause 1 |
| Type of contract | One-off purchase | |

## Contract Managers Reference Schedule 2 clause 4

|  | Buyer’s Contract Manager | Supplier’s Contract Manager |
| --- | --- | --- |
| Name: | Insert name. | Insert name. |
| Title / position: | Insert position. | Insert position. |
| Address: | Insert address. | Insert address. |
| Phone: | Insert phone number. | Insert phone number. |
| Email: | Insert email address. | Insert email address. |

## Addresses for Notices Reference Schedule 2 clause 14

|  | Buyer’s address | Supplier’s address |
| --- | --- | --- |
| For the attention of: | Contract manager or senior manager. | Contract manager or senior manager. |
| c.c. Contract Manager | cc Contract manager if senior manager above. | cc Contract manager if senior manager above. |
| Delivery address: | Delivery address. | Delivery address. |
| Postal address: | Postal address. | Postal address. |
| Email: | Email address. | Email address. |

## Delivery

|  |  |
| --- | --- |
| Delivery time frame Reference Schedule 2 clause 2.6: | The Goods must be delivered within Insert number. Business Days from the date of order.  OR  Click or tap to select specific date. |
| Delivery address:  Reference Schedule 2 clause 2.6 | Insert physical delivery address or addresses if more than one. |
| Delivery note: | The Supplier will provide a delivery note along with the Goods when delivered. Optional |

# Description of Goods

[Insert a comprehensive and concise description of the Goods to be delivered. Use the headings as guidance and the questions as prompts.]

## Context [optional]

Describe the background to the purchase of the Goods.

What are the overarching goals, objectives and outcomes you want to achieve?.

## Description of Goods

Provide a short description of the nature of the Goods being purchased. Include any product codes or serial numbers, and any specific certifications or standards that the Goods must comply with.

## Performance standards

Describe the quality standards or key performance indicators that apply to the Goods or the supply of the Goods.

## Specific code of conduct / policies/ health & safety / legislative requirement

Reference any specific code of conduct (other than Supplier Code of Conduct), policies, health & safety or legislative requirement the Supplier must be aware of in providing the Goods. These can be noted in the ‘Attachments’ box at the end of Schedule 1.

Attach a copy and/or provide web address where the document can be located.]

## Transfer of Records [optional]

If appropriate, include details of the Records that the Supplier must transfer to the Buyer during the term of the Contract, or at the end of the Contract.

# Charges

The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

Cost Reference Schedule 2 clause 5

The Cost of the Goods will be calculated as follows:

[Choose one option, insert relevant details and delete remainder.]

[If Buyer is to pay Expenses for delivery, state these in ‘Expenses’ below.]

[Specify any discount for early payment.]

[If the currency is not NZD clearly state the agreed currency.]

### List

| Item / model / product number | Unit cost (exc GST) |
| --- | --- |
| Insert description of item or model number. | $Insert price. |
| Insert description of item or model number. | $Insert description of item or model number. |
| Insert description of item or model number. | $Insert description of item or model number. |
| Total cost (exc GST) | $Insert total. |

Copy and paste to add rows.

OR

### Fixed Fee

A fixed cost of $Fixed fee amount. excluding GST.

OR

### Variable Cost

As set out in the attached Schedule of Pricing

## Expenses Reference Schedule 2 clause 5

[Choose one option, insert relevant details and delete remainder.] [If the currency is not NZD clearly state the agreed currency.]

### No Expenses are payable.

OR

### Specific items and agreed cost per item — specified Expenses

| Item of Expense | Cost (exc GST) | Total max cost (exc GST) |
| --- | --- | --- |
| Such as freight/courier/insurance | $Cost per item. | $Total cost. |
| Such as packaging costs. | $Cost per item. | $Total cost. |
| Such as storage. | $Cost per item. | $Total cost. |
| **Total cost (exc GST)** | | $Overall total cost. |

Delete unwanted rows. Copy and paste to add new rows.

OR

### Specific items and actual and reasonable cost per item — specified Expenses

The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Goods up to the total maximum amounts stated below, provided that the claim for Expenses is supported by GST receipts.

| Item of Expense | Cost (exc GST) | Total max cost (exc GST) |
| --- | --- | --- |
| Such as freight/courier/insurance | $Cost per item. | $Total cost. |
| Such as packaging costs. | $Cost per item. | $Total cost. |
| Such as storage. | $Cost per item. | $Total cost. |
| **Maximum total expenses not to exceed (exc GST)** | | $Overall total cost. |

Delete unwanted rows. Copy and paste to add new rows.

## Exchange rate [Optional]

[Delete if not applicable]

[Use this where you want to fix the exchange rate at time of letting the contract.]

Where the Supplier is to be paid in a currency other than NZD the Parties agree that the following exchange rate shall apply when calculating the amount due.

Insert one unit of foreign currency. = NZD Insert amount.

# Invoices

Reference Schedule 2 Subject to clauses 5 and 12.7

The Supplier must send the Buyer an invoice for the Charges at the following times:

[Choose one option, insert relevant details and delete remainder.] [If the currency is not NZD clearly state the agreed currency.]

### On supply of the Goods.

OR

### At the end of the month, for Goods delivered during that month.

## Address for invoices Reference Schedule 2 clause 5

|  | Buyer’s address |
| --- | --- |
| For the attention of: | Senior Manager or Contract Manager. |
| Physical address: | Physical address. |
| Postal address: | Postal address. |
| Email: If you allow invoices to be sent by email – otherwise delete | Email address. |

# Insurance

Reference Schedule 2 Clause 9

The Buyer does not require any specific insurance under this Contract. [and delete the wording below]

OR

The Supplier must have the following insurance: [delete what is not applicable]

1. Product liability insurance of $Insert figure. OR Three/five/ten times the total Cost paid and payable under this Contract.

# Changes to Schedule 2 and attachments

### ‘None’

### OR

## Schedule 2 of this Contract is amended as follows:

Set out any changes to clauses in Schedule 2 and/or any new clauses that are in addition to Schedule 2.

Delete what does not apply

Attachments Reference 'Contract documents' described at Page 1

Describe any attachments to this Contract. This includes any specific code of conduct, health & safety, or legislative requirement the Supplier must be aware of in delivering the Goods. Attach a copy and/or provide web address where the document can be located. Otherwise, state ‘None’.