Contract for Goods

User instructions:

Click or tap on light grey text to fill out the form

Delete blue (instruction) text when finished

Contract Details [insert agency logo - optional]

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

# The Parties

## The Buyer:

| Insert the name of the buyer agency e.g. Ministry of Education (not ‘HM the King acting...’) |
| --- |
| NZBN Insert the New Zealand Business Number of the Buyer |
| 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. **Contract Details**: This section
2. **Schedule 1**: Description of Goods
3. **Schedule 2**: Standard Terms and Conditions GMC Form 1 GOODS | Schedule 2 (3rd Edition: version 3.2) 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 the end of 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: | Signed for and on behalf of the Supplier: |
| --- | --- |

| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) | |
| --- | --- | --- | --- |
| Name: | Insert name | Name: | Insert name |
| Position: | Insert position | Position: | Insert position |
| Date: | Select date | Date | Select date |

Schedule 1  
Description of Goods

# Contract Management and Personnel

| Start Date | Select date | Reference Schedule 2 clause 1 |
| --- | --- | --- |
| End Date | Select date | Reference Schedule 2 clause 1 |
| Renewal | Enter details if renewal is relevant  The Buyer may renew this Contract up to Insert number times for an additional period of Insert length of renewal  OR not applicable. | Reference Schedule 2 clause 1 |
| Type of contract | Choose an item from this dropdown list. | |

## Contract Managers

Reference Schedule 2 clause 6

|  | 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 15

|  | Buyer’s address | Supplier’s address |
| --- | --- | --- |
| For the attention of: | Name of contract manager or senior manager | Name of contract manager or senior manager |
| c.c. Contract Manager | cc Name of contract manager if senior manager above | cc Name of 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  Select 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

These are in addition to the general obligations set out in clause 2 of Schedule 2.

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

Reference any specific code of conduct (other than Supplier Code of Conduct, which is already referenced in clause 2.7 of Schedule 2), 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 Goods. Charges include the Cost, 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 price |
| Insert description of item or model number | $Insert price |
| Total cost (exc GST) | $Insert total |

Delete unwanted rows. Copy and paste to add rows

OR

### Fixed Cost

A fixed cost of $Fixed cost 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: | Name of Senior Manager or Contract Manager |
| Address: | Insert address for invoices: physical, postal, or email |

### Other instructions about invoices

For example, contract numbers, name of Buyer’s contract manager, clear description of goods

Insert any special instructions

# Insurance

Reference Schedule 2 Clause 9

The Buyer does not require any specific insurance under this Contract other than as specified in clause 9 of Schedule 2. [And delete the wording below]

OR

The Supplier must have the following insurance: [Amend or delete as appropriate]

1. Public liability insurance of $Insert figure per claim.
2. Professional indemnity insurance of $Insert figure per claim and $Insert figure for all claims in the insurance policy period.
3. Add other insurance specific to the Services [For example motor vehicle, marine cargo, statutory liability or material damage. Note that the level of insurance cover should reflect the risks of the work being undertaken by the Supplier]

# Conflicts of Interest

Reference Schedule 2 Clause 10

The Supplier declares the following Conflicts of Interest in entering into this Contract and providing the Services:

Insert a description of any Conflict of Interest [If a conflict of interest is declared, and the Buyer considers that the conflict can be managed, the Buyer must put in place an appropriate conflict of interest management plan.]

OR

[None]

# 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’