**Crown Agents Reference: [CA Ref]**

**[Crown Agents Limited]**

**Acting as Agents for and on behalf of**

**The Secretary of State for International Development**

# and

 **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

**Contract for the provision of [Enter Brief Description of Goods]**

**Crown Agents’ Reference: Enter CA Ref.**

**CONTRACT**

**THIS CONTRACT** ("Contract") is entered into this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_\_\_, by and between [Crown Agents Limited] of [St Nicholas House, St Nicholas Road, Sutton, Surrey, SM1 1EL, United Kingdom] ("Crown Agents") acting as an agent for and on behalf of their Principal, the U.K. Government (the Secretary of State for International Development – DFID) ("the Principal") of the one part and (name Supplier) of the other part having its registered office located at (enter full Supplier address*)*(" the Supplier").

**WHEREAS**

Crown Agents issued [an Invitation to Bid (“ITB”)/Request for Quotation (“RFQ”)] under reference enter CA Ref dated enter date for the provision of goods, [enter brief description of goods] (hereinafter called “the Goods”) to be supplied to name end user ("the End-User");

The Supplier submitted its [id/quotation] dated enter date reference enter bid ref in response to the ITB [("the Bid")/(“the Quotation”)];

Crown Agents has accepted the [Bid/Quotation] from the Supplier for the supply of those Goods in the sum of state currency and contract price in words and figures side by side (“the Contract Price”).

The Goods are to be delivered by [air/sea/road/rail] on the following Incoterm **State Incoterm and destination(s)** [Insured and Unloaded] Incoterms® 2010

The Goods shall be delivered and Crown Agents shall have received the documentation required under the Contract by: **state delivery schedule reflecting any multiple consignments.**

Buyer to state any particular requirements not included in the bid eg colour/delivery tolerances etc.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract Conditions referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract:
	* this Form of Contract and the Appendices attached to it;
	* The General Contract Conditions
	* [The completed and signed [Due Diligence Questionnaire/Business Partner Questionnaire] together with all supporting documents dated [enter date]
		+ - The [Invitation to Bid/Request for Quotation]
			- [Form of Bid/Form of Offer] including the following:;
	* The Bid Specification and Statement of Compliance;
	* Delete if not applicable The bid clarification(s) dated [enter date(s)].
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.

4. The following documents which are incorporated by reference into the Contract are available from the Supplier Downloads – DFID TC Procurement pages on our website <http://www.crownagents.com/supplier-downloads>

Buyer edit to delete those not applicable

 Special Conditions of Contract for the Supply of Chemicals and Medicines

 Advance Payment Guarantee

 Performance Guarantee

 Signed Receipt Note

 Inspection Advice Note

 Application for Shipping Instructions

 Application for Air Despatch Instructions

5. The Supplier shall provide a signed duplicate copy of the Contract to Crown Agents within five (5) working days of signature of the Contract. (Buyer to ensure that two signed copies are forwarded to the Supplier)

IN WITNESS whereof the parties hereto have caused this Contract to be executed on the day and year first above written.

|  |  |
| --- | --- |
| For and on behalf of Crown Agents  | For and on behalf of the Supplier |
|  |  |
| Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Duly Authorised | Duly Authorised |
|  |  |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**APPENDIX A**

**INSERT SPECIAL CONTRACT CONDITIONS EXCLUDING SERVICES AND REMEMBER TO ADD ALL SPECIAL CLAUSES RELATING TO THE GOODS AND/OR THE END-USER’S COUNTRY**

**APPENDIX B**

#### SCHEDULE OF GOODS

**Crown Agent’s Reference: Enter CA Ref**

**Supplier’s Reference: ...............................................**

**Currency: ...............................................**

| **Item****No.** | **Item Description** | **Qty** | **Unit of****Measure** | **Unit Price** | **Extended Price** |
| --- | --- | --- | --- | --- | --- |
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| --- | --- |
| Less Crown Agents Discount ( State Percentage) |  |
| Total net price of Goods primary trade packed |  |
| Cost for export packing and delivery |  |
| Total packed and delivered [FOB/FCA] [Supplier’s Premises] |  |
| Cost for Insurance delete if not applicable  |  |
| Haulage/Terminal Handling Costs – delete if not applicable |  |
| Cost for Air /Sea/Rail/Road freight transportation |  |
| **TOTAL PRICE [CFR/CIF/CPT/CIP/DAT/DAP] [Insured and Unloaded] Named Destination Incoterms® 2010** |  |