

**ORDER AND CONTRACT FOR SUPPLY OF GOODS**  
**Specimen form to be used by community user groups and  
by DAs for acquisition over US\$ 10,000 per unit**

[Name of community]

To: [Name of the Director and firm which has won the supply contract]

Address: [Address of the firm]

Subject: Supply and Installation of [equipment, material, etc.]

Mr. Manager/Director,

The [Name of community] would like to place an order for the supply and installation of ..... in conformity with your proforma invoice No.....of ....., attached, specifying the prices of the goods .

**1. SUBSTANCE OF GOODS**

[list of goods requested, with quantities]

**2. AMOUNT OF THE CONTRACT**

The amount of the order is fixed at .....[currency units] and is not subject to revision.

**3. TIME LIMIT AND PLACE OF DELIVERY**

The time limit for the delivery of goods is set for .....(days, weeks or months) from the date of the approval of this contract. This approval should take place in the maximum time limit of [number of days, for instance 15] days from the date of the signing of this contract by the representatives of the [name of community]. The goods will be delivered at [destination].

**4. INTERIM RECEIPT**

An interim receipt will be issued upon delivery of all the goods. Or: If installation of the goods is required, the interim receipt will only be issued after installation of the equipment are completed (delete one). The receipt will be acknowledged as the interim receipt report.

**5. TIME LIMIT FOR THE WARRANTY AND AFTER-SALE SERVICE**

The deadline for the warranty period is set for (x) months from the date of the interim receipt. During the warranty period, excluding the current maintenance,

all the repairs resulting from faulty equipment will be at the supplier's expenses, including the supply of replacement parts and the overhead costs.

The supplier is to guarantee an after-sales service to ensure the maintenance service as well as the fast and regular supply of spare parts.

**6. FINAL RECEIPT**

The final receipt will be issued at the end of the warranty period, and will be acknowledged as the final receipt report.

**7. RETENTION**

The retention amount, to be reimbursed when the final receipt has been issued, is set up at 10 percent of the total amount of this order/contract.

**8. LIQUIDATED DAMAGES**

In case of delay within the period specified in the contract, the supplier is subject to a penalty of 1/1000 of the price of the goods ordered per calendar day of delay. However, the ceiling of these penalties is 10 percent of the total amount of the order.

In case the 10 percent ceiling is exceeded, the administration reserves the right to terminate this order/contract.

**9. SCHEDULE OF PAYMENT**

The amounts which are due will be paid in the following manner:

----- % at the countersigning of this letter of order, for advance payment (if the supplier has to order the goods). [The amount of this advance should in no circumstances exceed 30% of the total amount]

-----% of the amount of the invoice upon issuance of the interim receipt.

10% of the amount of the invoice upon issuance of the final receipt.

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Total: 100% [total should always be 100% of the amount of the contract]

**10. FORM OF PAYMENT**

The payment will be made in cash by the signatories of the [name of community] or by check of the [name of the bank] at .....[place].

**11. APPROVAL OF THE ORDER/CONTRACT**

This contract will be effective only after it has been signed by the supplier.

Place and date: .....

Signed: [signatories of community]

Read and accepted:

For the Supplier

Place and date .....

Signature(s): .....

(Representing the supplier)

.....  
Printed name(s)

