Purchase Agreement
Supply of Goods

[Insert PA number]

PARTIES:

This agreement is entered into by:

[Supplier]
Represented by: ***[insert Name of Company Representative]***
Registration number: ***[insert Company Registration Number]***
Company Address: ***[insert full address]***
Phone number: ***[insert phone number]***

hereinafter referred to as the "SUPPLIER"

and

Danish Refugee Council
Represented by ***[insert Name of Country Director]***
Registration number: ***[insert DRC Registration number]***
Office Address: ***[insert Office address]***
Phone number: ***[insert Office phone number]***

Hereinafter referred to as the "PURCHASER".

The SUPPLIER and the PURCHASER have agreed to the following terms and conditions:

OBJECT OF THE CONTRACT: SUPPLY OF *[insert type of commodity]*

1. PREAMBLE

1.1 This Purchase Agreement between the SUPPLIER and the PURCHASER is the result of a DRC Invitation to Bid (ITB) No. ***[insert ITB No.]*** and sets in place the mechanism for the PURCHASER to purchase from the SUPPLIER the items listed in Annex A – Item and Price Schedule, for the agreed price for the duration of this Purchase Agreement.

2. DURATION OF THE CONTRACT

2.1 The contract is valid for a period of ***[insert number of months]*** months starting on ***[insert start date]*** and ending on ***[insert end date].***

2.2 An extension of ***[insert number of months]*** months can be made upon request from the PURCHASER and issuance of an amendment to this contract.

3. CURRENCY AND MEANS OF PAYMENT:

3.1 The currency of all contracts resulting from this Purchase Agreement is ***[insert Contract currency]*.**

3.2 Payment shall be exclusively done by cheque or bank transfer. Bank Transfer may be effected by either the DRC Country or DRC Copenhagen (for large sums of money).

3.3 Under no circumstances will cash payments be made

3.4 All prices listed in Annex A – Item and Price Schedule, are inclusive of all taxes, customs clearance and delivery costs, depending on the INCOTERM used.

4. EXECUTION OF THE CONTRACT:

4.1 Transmission of the Order:

4.1.1 When required, the PURCHASER shall place orders on the SUPPPLIER, based on the list of items and prices listed in Annex A, Item and Price Schedule, to this Purchase Agreement, through an authorised DRC Purchase Order.

4.1.2 The Purchase Agreement number shall be annotated on all the Purchase Orders.

4.1.3 Several DRC Purchase Orders may be placed for delivery to different destinations. Each DRC Purchase Order is an individual Contract for delivery and invoicing.

4.1.4 The quantities to be supplier shall be stated in the DRC Purchase Order.

4.1.5 The PURCHASER is under no obligation to place a DRC Purchase Order.

4.1.6 The DRC Purchase Orders will not become valid until signed and stamped by both the PURCHASER and the SUPPLIER.

4.1.7 The DRC Purchase Order shall bear the authorized signatures and official stamps of the PURCHASER and SUPPLIER to be valid.

4.2 Delivery:

4.2.1 The delivery of 100% of the items on the Purchaser Order must be effective within ***[insert the number of days]*** working days following the signing of the DRC Purchase Order by the SUPPLIER.

4.2.2 For international procurement, the INCOTERM used will determine the place of delivery.

4.2.3 The SUPPLIER shall pack and deliver the goods stated in the DRC Purchase Order to the PURCHASERS Warehouse/destination, as stated in the DRC Purchase Order. Delivery is on the SUPPLIERS account and unloading is on at the PURCHASERS account.

4.2.4 A SUPPLIER Packing List shall accompany the goods.

4.2.5 The DRC Purchase Order number shall be annotated on the Packing List.

4.2.6 On receipt of the Goods, the DRC Warehouse Manager shall:

(i) Carry out a quantity and quality check of the delivered Goods. Items that do not correspond to the DRC Purchase Order shall be rejected. The items shall be replaced by the SUPPLIER and delivered to the DRC Warehouse within 24 hours without any additional cost to PURCHASER.

(ii) Raise a DRC Goods Receipt Note acknowledging official receipt of the Goods into the DRC Warehouse. Provide the SUPPLIER with a copy of the DRC Good Receiving Note (GRN) bearing his signature, which shall be attached to the invoice to enable payment.

4.3 Payment Process:

4.3.1 The SUPPLIER shall issue invoices based on the prices set in Annex A, Item and Price Schedule, of this Purchase Agreement.

4.3.2 Each Invoice shall relate to a DRC Purchase Order.

4.3.3 Each Invoice must have annotated on it the DRC Purchase Order number.

4.3.4 The PURCHASER shall do a three (3) way match between the DRC Purchase Order, the SUPPLIERS Invoice, and the DRC Goods Receipt Note (received from the DRC Warehouse which has received the Goods).

4.3.5 If the Invoice matches the DRC Purchase Order and DRC Goods Received Note then the Invoice will be forwarded to the DRC Finance Office for payment. If the Invoice does not match the DRC Purchase Order and DRC Goods Received Note, then the Invoice will be returned to the SUPPLIER for correcting and resubmitting.

4.3.6 The PURCHASER shall pay within thirty (30) working days following the receipt of the Invoice, as per Article 9 of the DRC General Conditions of Contract (Annex B to this Purchase Agreement).

4.4 Penalties:

4.4.1 All deliveries shall be considered completed when delivery of 100% of the items ordered are received. Where there are multiple deliveries scheduled, each scheduled delivery shall be counted as a separate delivery requirement for the purposes of this Clause.

4.4.2 For all items that are not received by DRC, according to the INCOTERM used, by the stated 'Due Delivery Date' on the DRC Purchase Order, shall, at the discretion of DRC, be subject to Article 8 of the DRC General Conditions of Contract (Annex B to this Purchase Agreement).

5 **LIABILITY:**

5.1 The PURCHASER shall not be held liable to a third party for any damages caused in the exercise of respective duties under this Purchase Agreement.

5.2 In case of any dispute or differences relating to either this Purchase Agreement, or any subsequent DRC Purchase Order, the two parties shall refer the General Conditions of Contract (Annex B to this Purchase Agreement and attached to all DRC Purchase Order).

6 AMENDMENT TO THE CONTRACT:

6.1 Any amendment to this Purchase Agreement (additional item or price amendment) shall lead to a contractual amendment that shall be signed by both parties.

6.2 One party shall send 'Requests for Amendment' to the other party, who has the right to refuse to endorse the request.

6.3 A request to increase the price of the items listed in Annex A, Item and Price Schedule, shall lead to the termination of this Purchase Agreement.

7 TERMINATION OF THE CONTRACT:

7.1 Any party shall terminate the contract with one (1) month written notice period required.

7.2 Any termination notice given by either party to the other, shall be in writing via relevant address, and the relevant party may acknowledge by letter, or by signing the same notification receipt of the same.

8 ORDER OF PRECEDENCE OF DOCUMENTS

8.1 This Purchase Agreement includes the following:

- Annex A – Contracted Items and Price Schedule
- Annex B – DRC General Conditions of Contract
- Annex C – DRC Supplier Code of Conduct

8.2 The SUPPLIERS Offer dated ***[insert dated of offer]*** which is included as Annex D.

9 MISCELLANEOUS:

9.1 The PURCHASER retains the right to procure items or services from other suppliers.

9.2 This agreement is made in English and any interpretation of this contract shall be according to the English language version. This agreement is made in two (2) copies; both originals are given to the SUPPLIER and PURCHASER respectively.

For and on behalf of the SUPPLIER	**For an on behalf of the PURCHASER**
Signature: _____	**Signature: _____**
Name: _____	**Name: _____**
Position: _____	**Position: _____**
Date: _____	**Date: _____**
Suppliers Stamp	***DRC Stamp***

DRC PA No: [Please insert PA number]

ANNEX A

ITEM AND PRICE SCHEDULE

SERIAL	ITEM DESCRIPTION	UNIT	UNIT PRICE
1			
2			
3			
4			
5			
6			
7			

DRC PA No: [Please insert PA number]