Purchase Agreement
Supply of Services

DANISH REFUGEE COUNCIL

[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 SERVICE - *[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 services listed in Annex A – Service 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.

DRC PA No: [Please insert PA number]

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 All prices listed in Annex A – Item and Price Schedule, are inclusive of all taxes.

4. EXECUTION OF THE CONTRACT:

4.1 Transmission of the Order:

4.1.1 When required, the PURCHASER shall raise a Service Contract on the SUPPPLIER, based on the list of services and prices listed in Annex A, Service and Price Schedule, to this Purchase Agreement, through an authorised DRC Service Contract.

4.1.2 The Purchase Agreement number shall be annotated on all the Service Contract documents.

4.1.3 Each DRC Service Contract is an individual Contract for delivery and invoicing.

4.1.4 The services to be supplier shall be stated in the DRC Service Contract.

4.1.5 The PURCHASER is under no obligation to place a DRC Service Contract.

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

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

4.2 Execution of Service Contract:

4.2.1 The delivery of 100% of the services, as stated on the DRC Service Contract, shall be effected within the Contracted period.

4.2.2 The SUPPLIER shall perform all services to the best of their ability and at all times deliver a service level that meets the DRC requirements. Failure to deliver to a service level that is acceptable to DRC may be grounds for termination of this Purchase Agreement.

4.2.3 The DRC Service Contract number shall be annotated on all documents associated with the Service Contract.

4.2.4 On completion of the Service, the respective DRC Manager will raise a 'Certificate of Service Received' document stating that the service has been completed satisfactory and in accordance with the standards in Annex A and that payment can be processed by the DRC Finance Office.

4.3 Payment Process:

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

4.3.2 Each Invoice shall relate to a DRC Service Contract.

4.3.3 Each Invoice must have annotated on it the DRC Service Contract number.

4.3.4 The PURCHASER shall pay within thirty (30) working days following the receipt of the Invoice and the DRC 'Certificate of Service Received' document.

4.4 Penalties:

4.4.1 All services shall be considered completed when delivery of 100% of the service stated in the DRC Service Contract is received. Where there are multiple services scheduled, each scheduled service shall be counted as a separate service requirement for the purposes of this Clause.

4.4.2 In case the SUPPLIER fails to comply with any term of the DRC Service Contract, including but not limited to failure or refusal to meet any service delivery requirements within the time limit specified, they shall be liable for all damages sustained by the PURCHASER, and the PURCHASER may procure the services from other sources and hold the SUPPLIER responsible for any excess cost occasioned thereby. The PURCHASER may collect damages from the SUPPLIER in lieu of purchasing the services from other sources.

4.4.3 The PURCHASER may by written notice terminate the right of the SUPPLIER to proceed with service delivery or such part or parts thereof as to which there has been default, or if any service delivery is late, the PURCHASER may cancel such service delivery or the entire Contract.

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 Service Contract, the two parties shall refer the General Conditions of Contract (Annex B to this Purchase Agreement and attached to all DRC Service Contracts).

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 services listed in Annex A, Service and Price Schedule, shall lead to the termination of this Purchase Agreement.

7. TERMINATION OF THE CONTRACT:

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

b. 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

a. This Purchase Agreement includes the following:
   - Annex A – Contracted Services and Price Schedule
   - Annex B – DRC General Conditions of Contract
   - Annex C – DRC Supplier Code of Conduct

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

9. MISCELLANEOUS:

a. The PURCHASER retains the right to procure the services from other suppliers.

b. 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

Signature: _____

Name: _____

Position: _____

Date: _____

Company Stamp

For an on behalf of the PURCHASER

Signature: _____

Name: _____

Position: _____

Date: _____

DRC Stamp

DRC PA No: [Please insert PA number]

ANNEX A

SERVICE AND PRICE SCHEDULE

SERIAL	SERVICE DESCRIPTION *(Including service standards)*	UNIT	UNIT PRICE
1			
2			
3			
4			
5			
6			
7			

DRC PA No: [Please insert PA number]