PURCHASE CONTRACT N° XX/Month/year BETWEEN
MEDECINS SANS FRONTIERES Section (MSF)
AND Suppliers' name
FOR XX MT OF PEAS TYPE

Buyer :
Médecins Sans Frontières Section
Local mail address
Phone & fax numbers
E-mail address

Supplier :
Name of the Society
Name of the contact person
Local mail address
Phone & fax numbers
E-mail address

Type and quality of the products
Exact type of peas produced in Country of origin, from the current crop of year, healthy and marketable quality, fit for human consumption, following these specifications :

Quality factors	
Moisture content	14% max
Foreign matter	0.1% max
Broken/spilts:	
- Dried peas.	-10%max (fragments<5mm)
-Chickpeas	- 1% max
Different colour / discoloured:	
- Dried yellow peas	- max 1.5%
- Dried green peas	- max 15%
- Chickpeas	- max 5%
Weeviled / holed grains	1% max
Live insects	none
Dead insects	2/kg max

Microbiology and contaminants	max
Salmonella	negative in 25g
Total aflatoxins	4 ppb
Ochratoxins	5 ppb

Quantity and packaging :

XX MT (total quantity written in letters) net of exact type of peas in XXkg bags.

- Either: Highest quality (minimum 85g/m^2) polypropylene (PP) new bag with double stitching at the top and bottom
- Or: burlap jute (Burlap) bags 600g/bag.
- Bag may be lined with woven polypropylene bag, weighing 110g/bag, with the top edges of the bags sewn together

All bag must be clean, dry, undamaged and firmly sewn.
Recycled bags are not allowed.
Resistance to one drop from 1.2m high on the base of 2 drops on each side from 1.6m high as per EN276 for polypropylene bags or EN 766 for jute bags.
Additional 2% empty marked spare bags of same quality shall be provided.

In case of insufficiency of weight observed during the quantity and quality control at loading point, Name of Supplier agree to provide the remaining/missing quantity of product according to the contract.

Marking :

Each bag must be marked with non toxic ink and markings must remain readable after minimum 10 handling. The size of the letters for the marking must be at least 20mm.
Bags will be marked as following for traceability :

- Batch N° composed with : Supplier's initials/Year/field despatch code/field order number (ex : MAVI/07/NG01MFR/015)
- MEDECINS SANS FRONTIERES
- Exact type of product
- Net weight of the bag
- Origin
- Crop year

Price :

The price includes all taxes, packaging, incoterm
Incoterms 2000 or its' latest revision to apply.

Price per metric Ton: XX currency (total amount and currency written in letters) INCOTERM.

Delivery period :

The delivery period is maximum XX days from the date this contract is signed by both buyer and supplier. The contract will end once the total quantity of goods is received as agreed and the invoice paid.

The exact type of peas will be delivered/collected in XX phases, first phase is on the expected date for a quantity of XX MT (total quantity written in letters) and the last amount of XX MT will be delivered/collected on expected date.

List of documents to be provided by the supplier:

- The present contract dated, stamped, and signed on each page must be sent back to MSF section – city of MSF coordination office.
- A packing list and a pro forma invoice must be sent to MSF section as soon as the present contract is signed.

For each delivery :
- Once MSF section gives the green light for shipment, a detailed list of trucks loading must be sent by name of the supplier before shipment of the goods
- A certificate of origin of the product
- A certificate of fumigation dated less than 2 weeks prior shipment

Quality and weight check :

The bags which aren't in accordance with what was agreed will be rejected.

Quality Control

MSF section may hire an independent quality control agency to perform an inspection on quantity, packaging, labelling quality and to collect samples that will be sent to a laboratory for analysis during and/or after the production process.
These quality controls are done at the loading point in name of the supplier warehouse in city (Country)
The bags which aren't in accordance with what was agreed will be rejected.

The supplier is to fumigate the whole quantity of exact type of peas in his warehouse maximum 2 weeks before delivery. A fumigation certificate dated maximum 2 weeks before delivery and signed by a Society specialized in that kind of treatment must be given to the MSF person in charge of the quality control at the unloading point.

A second quantity and quality control will be done during unloading by MSF representative following the standard MSF protocol.

Guarantee of performance :

From the signature of that contract MSF section will be considered as the owner of the total quantity of exact type of peas mentioned on that contract.
That agreement will guarantee the correct execution of that contract.

After signature of this contract and in case the supplier wouldn't deliver the whole quantity in the agreed period and in the delivery conditions specified in this contract, MSF section has the right to hold back 1 (one) percent of value per day of delay of the remaining quantity.
The amount of the penalty will be held back from the final payment.

Payment :

The payment of XX currency (total amount and currency written in letters) will be done by MSF, to Supplier, after presentation of a dated invoice with three original copies, with the fumigation certificate dated and signed, and a reception form attesting the quality and quantity of deliveries.

Payment can be done in XX phases : XX% at the signing of this contract, XX% after receiving XX MT (on the expected first date of delivery) and XX% upon collecting the last stock (on the expected first date of delivery)

That payment will be done by payment mean in currency of payment to name of the supplier bank account specified on the invoice.

Disputes:

In every case MSF section and the supplier will try to find an amicable agreement. In the case of legal trial, the French law governs the present general conditions.

City, date   City, date

For MSF section   For the supplier
……………………………   ....

Mr. Name of the MSF person   Mr. Contact person
Job title   Name of the supplier