



PURCHASE CONTRACT N° **XX/MONTH/YEAR** BETWEEN
MEDECINS SANS FRONTIERES **SECTION** (MSF)
AND **SUPPLIER'S NAME**
FOR **XX** LITRES OF **EXACT TYPE OF VEG OIL**

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 :

Cooking pure **exact type of** vegetable oil, refined, manufactured and refined in **country**, from **current year**, healthy and marketable quality, fit for human consumption, following these specifications:

Quality criteria	max level
Water and volatile matter (105°C)	0.2%
Insoluble impurities	0.05%
Soap content	0.005%
Free fatty acids	0.15% (palmitic acid for palm oil, oleic acid for all other oils)
Foreign odour and flavours	none
Vitamin A enrichment	6000 UI/L
Peroxyde number	10 milliequivalents of active oxygen/kg of oil
Acid value	0.6mg KOH/g oil
Appearance	clear at 20°C

The only authorised additive is the butylated hydroxytoluene (BHT-E-321) : max 75 mg per kg of oil.

The contaminants contents (heavy metals and pesticides) shall comply with maximum residue limits established by the Codex Alimentarius Commission (codex stan 210-2003):

- lead (Pb) : 0.1 mg/kg
- arsenic (AS) : 0.1 mg/kg

Quantity and packaging :

XX litres (total quantity written in letters) of exact type of vegetable oil packed in :

- one litre PET bottles (cartons of **XX** bottles)
- two litres PET bottles (cartons of **XX** bottles)
- 5 litres HDPE jerrycan (cartons of **XX** jerrycans)

- Primary packaging:
 - must close with a screw-on cap
 - impermeability: no leakage under the pressure of 6m high stacking
 - either one or two litre PET (Polyethylene terephthalate) bottle with minimum weight (empty): 28.5 g
 - or HDPE (high density polyethylene) jerrycans: standard weight: 144 g

Bottles/jerrycans must be new, clean, dry and undamaged.

Additional 2% empty bottles/jerrycans of same quality shall be provided.

- Secondary packaging: cardboard boxes which contain twelve or fifteen 1-litre bottles or four 5-litre jerrycans
 - double-corrugated, opaque cardboard boxes, closed with 50mm tape suitable for tropical climates
 - stackable to a height of 8 boxes for at least six months without collapsing

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

Marking :

Bottles/jerrycans AND boxes must be marked (in legible characters with):

- name (type) of the product
- month and year of fabrication
- expiry date
- content in litres
- manufacturer's name and address (and country)

Price :

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

Price per litre: **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** vegetable oil will be delivered in **XX** phases, first phase is on the **expected date** for a quantity of **XX** litres (**total quantity written in letters**) and the last amount of **XX** litres 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:

- A certificate of origin of the product must be sent to MSF **section.**
- The certificate of analysis of the batch delivered (one per batch if more than one batch)
- 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.

Quality and weight check :

The bottles/jerrycans/cartons which aren't in accordance with the specifications described above 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 products which aren't in accordance with what was agreed will be rejected.

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** vegetable oil 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 total price agreed for these XX litres (total quantity written in letters) of exact type of vegetable oil is XX currency (total amount and currency written in letters)

The payment will be done 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 litres (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

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Mr. Name of the MSF person
Job title

Mr. Contact person
Name of the supplier