AN AGREEMENT BETWEEN PURCHASER AND SUPPLIER

This Deed of Agreement is made and entered into on _____ day of _____ 2001

BETWEEN

Organisation XY, an international non-government organisation having its Country Office at _____, represented by its Purchase Committee (here in after called THE PURCHASER which term shall include its successors and assigns) on the one Part.

AND

_____ having its office at _____

_____ (here in after called THE SUPPLIER which term shall include successors and assigns) on the other Part.

Whereas Organisation XY,_____ has a Project to houses to _____at _____ district of _____

And whereas THE PURCHASER is willing to purchase _____

for the purposes mentioned above.

And whereas for this purpose THE PURCHASER desires to appoint a Supplier to supply _____.

And whereas THE SUPPLIER expresses their desire to enter into an agreement with THE PURCHASER for the job fully described in Schedule-A.

NOW THIS DEED OF AGREEMENT WITNESS THE TERMS AND CONDITIONS AS FOLLOWS :

1.That the Agreement shall come into force immediately and shall remain valid until the final completion of the job or cancelled by THE PURCHASER.

2.That the materials more specifically described in Schedule-A shall be supplied by THE SUPPLIER at_____

3. That THE PURCHASER reserves the right to change their specified delivery site for any reasonable ground or grounds and the THE SUPPLIER shall be responsible to deliver the materials at the new site. The transportation cost for delivery at the new site will be decided by both the parties.

4.That the quality and quantity of the materials shall be as per specification given by THE PURCHASER as well as samples submitted by THE SUPPLIER and approved by THE PURCHASER.

5.That the delivery of the materials shall be made by THE SUPPLIER at their own cost, management and responsibility as per Schedule-B.

6.That THE SUPPLIER shall be fully responsible for delivery of the materials in good condition at the specified site of THE PURCHASER through delivery dockets in triplicate.

7.That THE PURCHASER's representative(s) shall inspect the goods at_____ and reserves the right to reject any goods if the representative(s) considers those to be inferior quality to the approved samples.

8.That the goods rejected by the representative(s) of THE PURCHASER shall be replaced by THE SUPPLIER and THE SUPPLIER shall bear all risks/costs of the materials rejected by THE PURCHASER.

9.That the transportation of the goods shall be made by THE SUPPLIER on the same day as the quality control check by the representative(s) of THE PURCHASER. Representative (s) of THE PURCHASER will accompany the goods from the quality control check to the site of delivery. Any goods which are not accompany by the representative(s) of THE PURCHASER will not be accepted.

10.That the cost of supply of materials will be (*enter amount and currency*) described specifically in Schedule - A and payable by THE PURCHASER to THE SUPPLIER.

11.That THE PURCHASER reserves the right to change the quantity of items if they feel necessary during the validity of this Agreement.

12.That THE SUPPLIER shall not without the consent in writing of THE PURCHASER assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply. In this regard consent by THE PURCHASER will not relieve THE SUPPLIER from full and entire responsibility for this Agreement.

13.That THE SUPPLIER shall indemnify THE PURCHASER in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them ie. THE SUPPLIER.

14.That the custom duty, VAT or other Taxes and cost of transportation, or any other incidental charges, if required in connection of the delivery of goods shall be borne by THE SUPPLIER.

15.That the Payment shall be made by THE PURCHASER from _____office in Currency (_____) through A/C payee Cheque only on production of invoice along with delivery dockets confirming receipt of goods by THE PURCHASER's Representative(s) at site.

16.That THE PURCHASER may allow Part Payment for running bill on the request in writing of THE SUPPLIER.

17.That if THE SUPPLIER shall in any manner neglect or fail to carry on the work or performance of the terms of the Agreement with due diligence or violates any of the terms of this Agreement THE PURCHASER shall be entitled to cancel The Agreement and demand damages.

18.That if THE SUPPLIER fails to deliver the materials as per agreed Schedule, penalty will be imposed by THE PURCHASER at the rate of (1%) of total contract value for each day of delay.

19.That the terms of this Agreement shall be GOVERNED by the Laws of the Land i.e. _____

20.That if any dispute arises in connection with or under this Agreement between the Parties hereto, the matter shall be referred to the Country Director or designate and the decision of the Country Director shall be final, conclusive and binding upon both the parties.

SCHEDULE - A

Sl. No	**Item**	**Specification**	**Quantity**	**Rate**	**Total**

SCHEDULE - B

Sl. No	**Specification of Item**	**Quantity**	**Delivery Date**	**Delivery Site**

Signed on the_____day of _____ for and on behalf of the Supplier and Purchaser as follows:

SUPPLIER **PURCHASER**

1..... 1.....
2..... 2.....

3..... 3.....

WITNESSES **WITNESSES**

1..... 1.....

2..... 2.....

(Please initial each page).