



## SUPPLY AND DELIVERY CONTRACT

### Between the Undersigned:

**LOST**, THE LEBANESE ORGANIZATION OF STUDIES & TRAINING (“LOST”), a Lebanese NGO established in 1999 License No 37 AD, represented by [add representative name]  
Baalbeck Ras el Ein Lakkis bldg. 2nd floor  
Tel: [add telephone number]  
Email: [add email]  
MOF no: [add MOF No.]

(Hereinafter referred to as **LOST** or **First Party**);

**AND**

[contractor name] represented by [add contractor’s representative name]  
Address: [add contractor address]  
Tel: [add telephone number]  
Email: [add email]  
MOF no: [add MOF No.]

(Hereinafter referred to as **Supplier** or **Second Party**);

### WHEREAS:

1. LOST in the project signed with Deutsche Welthungerhilfe e.V, and currently implementing a project funded by [xxxxxxxxxx] in order to supply [xxxxxxxxxx] for [xxxxxxxxxx] (the “Project”). This Contract follows the invitation to a tender reference [xxxxxxxxxx] concerning the Project.
2. Supplier was awarded the execution of the Project and hereby undertakes to supply the materials contained in the **Annex No.1** according to the submitted offer and negotiations that lead to the final prices contained in the Annex itself and according to the specifications enclosed therein and in accordance with LOST’s business principles, ethics, and procedures, bearing in mind that the Supplier has understood all the details of supplying and identified prices on this basis.

Now, therefore, based on mutual trust, LOST and Supplier have entered into the present Agreement.

## Article 1 Preamble

The above Preamble and the Annexes constitute an integral part of this Contract.

## Article 2 Contract Term

The contract term is limited to the one-time supply of the items listed below

Any change will be agreed upon in writing in an Amendment signed by both parties.

## Article 3 Scope of the Work

### 3.1 Product

The subject of the contract is the supply and delivery of fertilizers by the supplier to LOST.

### 3.2 Packaging requirements

The supplier is responsible for using a packaging that is suitable for the items and the shipping method. The packaging should protect the purchased items from any damage during the shipment, the handling and storage at final destination.

Invoicing of, or a deposit on, packaging shall not be accepted by LOST, unless provided for in the order placed by LOST.

Any deposit on packaging, palettes or containers, eventually accepted by LOST, shall necessarily be mentioned on the supplier's delivery slips.

Each parcel should be duly labelled according to applicable laws and specific requirements included in the Contract. If applicable, the supplier commits to use wooden packaging (boxes, pallets) treated in conformity with NIMP 15 European Norm, in order to avoid any insect or larvas. If the products purchased by LOST are meant to be exported; the respect of this rule is mandatory.

More specifically for this contract, the product must be packed individually in a waterproof and sufficiently protected appropriate packing.

### 3.3 Marking

Parcels must be duly labelled, and numbered, in conformity with the delivery bill.

On each final parcel the supplier has to print or to fasten a label mentioning the Name of the product and Quantity

In addition, each final parcel/bag has to be marked with

- LOST logo
- Institutional donor logo (if any)

Only LOST may approve any changes, modifications, deviations, and substitutions, in the Scope of the Contract, and the Parties may by agreement in writing modify the Contract Price stated in Article 6 below.

## Article 4 Suppliers Responsibilities

### 4.1 – Incoterms

The products are purchased according to latest INCOTERM: DDP agreed delivery within Baalbeck-Hermel district.

The supplier is responsible for the cost and risks up to final delivery point.

### 4.2 – Delivery Date

The total quantity of the product has to be delivered before the: 00/00/2023 → last date of last shipment

Delivery plan agreed with the supplier

- 1st delivery: [Supplier's stock] to [LOST-Warhouses] district by the 00/00/2023.

LOST shall not approve requests for time extension for reasons within the responsibility of the Supplier such as but not limited to:

- Project location, conditions and restrictions identified during time of tender and award of the Contract;
- Delays due to weather;
- Logistics, implementation, and coordination problems within the control of the Supplier;
- Financial, operational and labour difficulties of the Supplier or any of its supplier/s;
- Any required rectification of non-conforming items.

### 4.3 – Documentation

For every consignment, the supplier shall always send a delivery note.

For each delivery planned to a location other than the entity that placed the order (e.g. orders issued by LOST Coordination team in Capital city with direct delivery on a base), a copy of the delivery note and all shipping documents will be sent to the ordering entity at the latest twenty-four (24) hours before the goods are shipped.

Delivery slips shall necessarily bear the Contract Reference and / or Purchase order number, batch numbers, serial numbers if any, the full designation and quantities of the delivery.

Added to the delivery notes, the supplier will also provide LOST with:

- a packing List
- a commercial invoice
- a Certificate of Origin
- a Certificate of conformity or Certificates of Analysis (if applicable)

## 4.4 – Delivery Inspection

LOST representative or an independent or reliable inspection company will carry out the delivery inspection of the product.

The delivery inspection will take place in (LOST's warehouse– or in Destination).

The objective of the delivery inspection is to assess the compliance with the terms of contract of:

- The documentation provided by the supplier
- The quantity delivered
- The quality of the product delivered

LOST representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the grounds for possible payment deductions.

If the delivery inspection concludes that the delivery complies with LOST requirements, LOST will accept the products

## 4.5 – Non-conformity in Quantity

LOST reserves the right to refuse any delivery in excess of the current contract and to ship it back at the supplier's expense. In case LOST decides to accept the over-quantity, an acceptance comment will be clearly added on the delivery note at the time of delivery.

On the other hand, should products be missing at delivery, the missing quantity must be delivered as soon as possible, at the latest two (2) days after its discovery, at the expense of the supplier. The then delivered products are subject to the rules laid down in this contract.

### 4.6 – Late delivery

In the event of delays of delivery, except in case of force majeure, a penalty of 1% of the value of the total amount of the order shall apply per day of delay. Any fractional part of a day is to be considered a full day.

## Article 5 Warranty

### 5.1 – Quality Guarantee

The supplier bears the responsibility to verify and certify that the goods they supply are in keeping with the conditions applicable to them.

The supplier commits to provide LOST with goods that will not be subject to manufacturing defect, that have not been exposed to contamination or to anything causing premature wear.

The supplier shall put in place, and communicate to LOST, their internal quality control system, if LOST deems it necessary for the guarantee of the supplier's products.

The Supplier will inform LOST about all quality certifications, labels (NF, ISO, CE...) and internal quality process that may apply to its goods or services and will supply all official documents upon LOST request.

LOST reserves the right to verify or use the services of a third party of its choice to verify the implementation by the supplier of the quality control procedures laid down in the supplier's quality control system.

## **5.2 - Preliminary inspection (if applicable)**

The storage of the products in the supplier's warehouse must be separate from other deliveries in order to facilitate the preliminary inspection.

Once the product is ready for a preliminary inspection the supplier must inform LOST.

LOST reserves the right to mandate an independent inspection company, which will

- Verify the exact quantity prepared
- Register the batch number(s) of the delivery
- Confirm if the packaging is according to the specifications
- Take samples to analyse the quality and the composition of the product delivered

The supplier must replace the quantity of product taken for sampling and the opened packages. Agreed quantities for sampling are 1 per 1000 ordered.

## **5.3 - Suspension**

Until LOST or Inspection Company issues the certificate of conformity or non-conformity, the delivery of the goods is suspended. If the duration of this suspension exceeds eight (8) calendar days, the delivery date or delivery plan of the article 6 will be postponed by the number of days exceeding.

## **5.4 - Results of the preliminary inspection**

Tolerance for the composition or quality as defined in the Appendix A or packaging and marking as defined in the article 2 is the sole responsibility of LOST.

- If the results of the preliminary inspection comply with the requirements defined in the contract, LOST will inform the supplier to coordinate the delivery of the products
- An unacceptable non-compliance will result in the refusal of the products.

## **5.5 – Non-Conformity in Quality**

Should the quality or the condition of the products not satisfy the requirements of the contract at the moment of the preliminary inspection or delivery inspection, they must be replaced by the supplier at his/her own expense.

The replacement must be executed as soon as possible, at the latest two (2) calendar days from the discovery of the non-compliance. The replaced products are again subject to the rules laid down in this contract, including the 12 month-guarantee.

The supplier has to remove specific markings of the non-accepted products if they refer to LOST or the institutional donor's name.

If the supplier is not able to replace the defective goods within the agreed timeframe, LOST reserves the right to ask for the immediate reimbursement of the payment or down payments if any, and to simply cancel the order, totally or partially.

## Article 6 Total Contract Value

Total contract value: 000000 USD VAT included (VALUE IN WORDS)

VAT will be paid in Lebanese Pound considering the official exchange rate (1515 LBP).

The total amount above is the sole remuneration owed by LOST to the supplier under this contract. It shall be firm and shall not be subject to revision.

The contract is deemed to be exempt from fiscal and other duties of the supplier.

## Article 7 Invoicing & Payment

### 7.1 – Invoicing

The supplier will issue an original invoice for each delivery and address it to the LOST entity which issued the contract or purchase order at the very latest seven (7) days after the delivery.

The invoice shall not relate to more than one contract or order and shall bear the order number or Contract reference, batch numbers, designation, the numbers, and dates of the delivery forms concerned.

The rules and procedures applicable by the supplier with regard to the tax regime relative to the order are specified in the order; in the absence of this specification, the supplier is supposed to know and apply them.

### 7.2 – Payment

All payments will be by Payment Order or by bank transfer on behalf of the Supplier, on his/her bank account:

<b>Bank name:</b>	
<b>Branch Name</b>	
<b>Bank Address:</b>	
<b>Account number:</b>	
<b>Account Holder:</b>	
<b>IBAN:</b>	
<b>SWIFT CODE</b>	

The currency of payment is USD. However, the currency of paying the VAT will be on LBP considering the official exchange rate (1507.5 LBP).

Payment schedule will be 100 % paid after delivery and acceptance by LOST of the total quantity of products on each month.

In order to claim payments, the supplier must provide LOST with the following documents for each lot/quantity supplied:

- One original invoices
- Delivery notes signed by LOST storekeeper/transporter

## Article 8 Termination

### **8.1 Termination for cause:**

Where any Party is in breach of any provision of this contract including Appendixes and remains in breach for a period of fourteen (14) calendar days after written notice of the said breach, then the other Party shall be entitled to terminate this contract at no cost.

In addition, LOST reserves the right to demand cancellation, by written notice, of the totality or part of works if the Supplier:

- ceases activity,
- is in the process of correcting an irregular situation,
- is in compulsory liquidation,
- becomes subject to a bankruptcy proceeding, or
- infringes LOST's Ethics rules by taking part in one of the misbehaviour described in LOST Good Business Practices

Any notice of termination shall be submitted to the other party by a method authorising a proof of delivery. (Acknowledgement of receipt, telex or delivery in person upon signature)

In case of breach by the Supplier of any clause of this contract, LOST is free to engage or continue with any other Supplier, all costs arising shall be payable by the initial Supplier.

In case of breach of Contract due to Supplier's failure, LOST will pay the value for the already delivered and accepted items, after deduction of the advance payments.

Additional liquidated damages shall not apply.

If the total amount due by LOST is less than the amounts already paid as down payments, the difference shall be a debt payable by the Supplier to LOST.

### **8.2 Termination for Convenience**

LOST may, at its option, terminate for convenience any of the work under this contract in whole or in part by providing seven (7) days' notice to the Supplier. LOST will pay the value for the already delivered and accepted items, after deduction of the advance payments.

LOST reserves the right to terminate the Contract if the specific funding from institutional donors that was expected for the programs to which the Contract is related is not granted.

### **8.3 Force Majeure**

“Force majeure” means all events which are beyond the control of the parties to this Agreement, and which are unforeseen or foreseen unavoidable, and which prevent totally or in part the performance by any party.

If the event that any of the parties hereto finds itself unable, by reason of a case of “Force Majeure” to carry out its obligation hereunder in whole or in part, the obligations of such party shall be suspended and the due date for the performance thereof shall be automatically extended without penalty, for a period equal to such suspension.

The party encountering “Force Majeure” shall promptly inform the other party in writing and shall furnish appropriate proof of the occurrence and duration of “Force Majeure”. If such delay continues for a period exceeding one (1) month, then either party may terminate this Agreement immediately without further notice.

In addition, LOST is allowed to cancel the present contract with no penalties in case of :

- Inaccessibility or limitation of LOST programs in Lebanon due to security situation,
- Any attempt or threat of kidnapping or murder on LOST employees, or
- Suspension of LOST’s activities by the local Authorities.

## **Article 9 Ethics**

LOST pays very careful attention to working with companies that commit to respect basic International Business Ethics Rules.

The Supplier has read and understood the “Supplier Declaration” as defined by LOST and commits to respect them by signing the Declaration.

LOST reserves the right to terminate the Contract immediately, with no penalty, if the Supplier breaches any of the ethical commitments.

## **Article 10 Miscellaneous**

### **10.1 - Independent Parties**

Each party is independent from the other and the parties shall not have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

### **10.2 – Publicity**

The Supplier shall not take advantage of and communicate publicly about their position as Supplier of LOST, unless there is a prior written agreement by LOST.

### **10.3 – Insurance**

The Supplier commits to subscribe general liability insurance for his company and employees. Certificates of such insurance shall be delivered by the Supplier upon request of LOST at any time. Such insurance shall be maintained for as long as this Agreement remains in effect.



## Article 11 Jurisdiction

The law and regulations of Lebanon govern this contract.

As far as possible, LOST favours out-of-court (amicable) settlement of litigation with the Supplier.

When amicable settlement is not possible, arbitration will be made by relevant jurisdiction of Beirut.

## Article 12 Order of precedence of documents

The contract is made up of the following documents, in order of precedence:

1. The present contract
2. The appendixes to the present contract

This Agreement constitutes the entire agreement between the Supplier and LOST and supersedes all prior agreements or arrangements regarding the subject matter hereof. This Agreement shall not be modified or amended without specific written agreement to that effect, signed by both parties. No oral statement of any person whomsoever shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.

---

Done in English, in Beirut in two originals, one original being for LOST and one original being for the Supplier.

---

LOST Representative:	The Supplier:
Name:	Name:
Date:	Date:
Signature:	Signature:
Stamp:	Stamp:

***Note: The representatives have to endorse all the pages of the contract. Initials of the representatives are sufficient.***

---

# ANNEXES

---

ANNEX NO. 1: TECHNICAL SPECIFICATION & DETAILED PRICE LIST – not in this draft