

Palestine Red Crescent Society - Lebanon (PRCS-L) - Terms and General Conditions for procurement of goods and services

1. **Application:** These Terms and Conditions are an integral part of the purchase order and shall apply irrespective of any terms of delivery proposed by the supplier, unless otherwise agreed in writing.
2. **Acceptance:** No Purchase Order shall become effective and no contract shall exist until the Palestine Red Crescent Society -Lebanon Branch has received from the Supplier their written acceptance of the conditions which govern the Purchase Order or Contract. This shall be accomplished by return of the signed copy. Only written purchase orders are binding for Swedish Red Cross. Furthermore, no amendments will be accepted unless in writing and signed by both parties.
3. **Warranty:** The supplier warrants the goods or services supplied under this purchase order/contract to be fit for their intended use, free from defects in workmanship or materials. This warranty is without prejudice of any further guarantees the supplier will offer.
4. **Inspection:** Palestine Red Crescent Society -Lebanon Branch reserves the right to inspect the goods or services called for under this purchase order/contract at the supplier's stores, during manufacture, in the ports or at places of shipment. The inspection may be carried out by Palestine Red Crescent Society -Lebanon Branch personnel or duly accredited representative and it is the supplier's obligation to collaborate
5. **Packing:** The supplier shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.
6. **Export License:** The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Supplier to inform the Palestine Red Crescent Society - Lebanon Branch beforehand of such restrictions and obtain such license or authorization, but the Palestine Red Crescent Society -Lebanon Branch will use its best endeavors to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.
7. **Default:** In case of default by the supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, Palestine Red Crescent Society -Lebanon Branch may procure the goods or services from other sources and hold the supplier responsible for any excess costs occasioned thereby. Furthermore, the Palestine Red Crescent Society -Lebanon Branch may by written notice terminate the right of the supplier to proceed with the deliveries or such parts thereof as to which there has been default.
8. **Delivery:** Unless otherwise agreed between the Palestine Red Crescent Society -Lebanon Branch and Supplier, Supplier shall deliver all goods on a DDP (delivery Duty Paid) basis under Incoterms® 2010.
9. **Force Majeure:** Force majeure, as used herein, shall mean acts of nature, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by or within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within no more than 15 days, the supplier shall give notice and full particulars in writing to the Palestine Red Crescent Society -Lebanon Branch of such force majeure, if the supplier is thereby rendered unable, wholly or in part, to perform his obligations and meet its responsibilities under this purchase order/contract. The Palestine Red Crescent Society -Lebanon Branch shall then have the right to terminate the purchase order/contract by giving in writing seven days' notice of termination to the supplier, and the supplier shall return any deposit paid by the Swedish Red Cross.
10. **Ethical Conditions:** The supplier agrees that a breach of one or more of following statements are grounds for exclusion from tendering and termination of contract:
 - A. The supplier shall not be on bankruptcy, wound up or have affairs administered by the Court, neither have entered into an arrangement with creditors, nor have suspended business activities, or be subject to proceedings concerning those matters or be in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
 - B. The Supplier shall neither be guilty of grave professional misconduct nor be convicted of the same.
 - C. The Supplier shall not be subject to a judgment that has force of Res Judicata for fraud,

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corruption, involvement in a criminal organization or any other illegal activity.

D. The supplier shall have fulfilled obligations relating to the payment of social security contributions and taxes in accordance with the legal provisions of the country in which the supplier is established or the country where the contract is carried into effect.

E. The supplier guarantees respecting fundamental rights and is in no way complicit in human right abuses. He is not exploiting child labour nor forced labour and respects the basic social rights and working conditions in the countries involved.

F. The supplier's performance and procedures are not in conflict with the Red Cross' 7 fundamental principles (*Humanity, Impartiality, Neutrality, Independence, Unity, Universality and Voluntary Service*).

G. The supplier has failed to declare any conflict of interest in line with article 20 below, which should have been known to the supplier at the time of tendering or signature of any contract with the Swedish Red Cross. ensuring that no preferences or personal benefits arise from the present contract for any Red Cross personnel.

H. The supplier or persons having powers of representation, decision making control over them have been the subject to EU sanctions/restrictive measures

11. **Conformity with specifications:** In the case of goods purchased based on specifications, the supplier warrants their conformity. The Palestine Red Crescent Society -Lebanon Branch shall have the right to reject the goods or any part thereof if they do not conform to specifications. In case of non-conformity, the supplier may in consultation with the Palestine Red Crescent Society -Lebanon Branch propose a suitable alternative. Both parties are responsible of maintaining awareness of the current regulations for the production and/or delivery of products and/or services.
12. **Product liability – damage to third party:** The supplier accepts product liability in compliance with the EU Product Liability Directive. The supplier is bound to appear in any court of justice or court of arbitration trying a claim for damages against the Palestine Red Crescent Society -Lebanon Branch relating to product liability of the purchased goods.
13. **Advertising:** Unless authorised in advance in writing by the Swedish Red Cross, the supplier shall not advertise or otherwise make public the fact that he neither is a supplier to the Palestine Red Crescent Society -Lebanon Branch nor use the name, emblem or official seal for advertising purposes or any other purposes.
14. **Confidentiality:** The information possessed by the supplier because of this contract, is to be treated in confidentiality, and to be kept on proper filing no less than 7 years. The provision of information towards any other individual or entity, public or private, external and/or non-authorized to the process will mean a breach of this confidentiality. Sharing information with 3rd parties non-authorized by Palestine Red Crescent Society -Lebanon Branch can derive in a request of compensation and/or reposition (economical, material or any other consequences occurred). If the breach in confidentiality is so that jeopardizes the execution of the action and/or the safety and security of the beneficiaries, RC personnel, partners or other involved, stronger measures will be taken, including but not limited to: Restoration of safety and security - Termination of contract – Suspension - Public repository message (of image, trust, etc.)
15. **Property Rights:** The Palestine Red Crescent Society -Lebanon Branch shall
16. have unlimited right to use the work results arising from the assignment. The supplier may not publish or otherwise use work material or work results produced for PRCS-L without the written consent of PRCS-L. The supplier may not advertise or otherwise disclose that it is performing an assignment or has entered into an agreement to perform an assignment for PRCS-L, or otherwise use PRCS-L's name or trademark, without PRCS-L's written consent. The supplier is responsible for ensuring that any materials it delivered, or any assignment executed by the supplier does not violate the rights of another party (patent, trademark, pattern, copyright, etc.).
17. **Liability:** The supplier is obligated to hold insurance policies for all damages for which compensation may be claimed under the agreement. The supplier shall, if PRCS-L so requests, present documentation of its policies to PRCS-L.
18. **Legislation and Jurisdiction:** Disputes arising out of this agreement shall be finally settled by arbitration under the Swedish Arbitration Act (1999:116). The arbitration tribunal shall consist of three arbitrators. The proceedings shall take place in Stockholm. The language of the proceedings shall be English. Swedish law applies to the dispute.
19. **Tax Exemption:** All exemptions Palestine Red Crescent Society -Lebanon Branch is entitled to will be included in the price from the supplier. Any quantities for this concept not required will be discounted from the contract price, and quantities already paid will be refunded by the Supplier to Swedish Red Cross.

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20. **Officials Not to Benefit:** The Supplier warrants that no official of the Palestine Red Crescent Society - Lebanon Branch nor other Red Cross representatives has been, or shall be, admitted by the Supplier to any direct or indirect benefit arising from this Purchase Order / Contract or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Purchase Order / Contract.
21. **Declaration of Conflict of Interest:** Any suspicion of conflict of interest shall be declared by the supplier to guarantee transparency in the decision-making process. It is regarded a conflict of interest if Palestine Red Crescent Society -Lebanon Branch employees or close relatives of employees are part-owners or in any other manner have a significant influence over the tendering or contracted company.
22. **Anti-Terror Measures:** The supplier is hereby informed that any supplier contracted by PRCS-L is screened for any association with terrorism consistent with European Union's Consolidated list of persons, groups and entities subject to EU financial sanctions. The Supplier shall screen its potential subsequent Implementing Partners, contractors and subcontractors and uses all reasonable means to ensure that none of the funds provided are used to benefit individuals or entities included in the EU Sanctions List.
23. **Amendments:** No changes or modifications to this Purchase Order / Contract shall be valid unless set forth in writing signed by both parties.
24. **Notice:** Service of any notice shall be deemed to be good if sent by registered mail, telex, fax or cable to the addresses of both parties, set out in the heading of this Purchase Order / Contract.
25. **Right of access:**

As a guarantee to all stakeholders involved in the procurement processes, including donors and beneficiaries, and as per RC Movement practices, all parties involved in the procurement process have to provide access to RC personnel, Donors' representatives, External Auditors authorized and/or Governmental authorities to access facilities, products, personnel and documents needed for the task at hand, at all times, with no need of pre-warning. Any actions against the Right of Access or any actions performed poorly will be considered a breach in contract. If the breach is committed by a contractor or 3rd party under contract, it will be reason for termination of contract.