

GAME Lebanon  
Furn el Chebbak  
Bou chedid center, 7th floor  
Baabda, Lebanon



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LTA No. TBD

Date: DD/MM/YYYY

**1<sup>st</sup> Party: GAME (Also known as Organization)**  
Furn el Chebak,  
Bou Chedid Center, 7th Floor  
Baabda, Lebanon

Wishes to enter into an Agreement

With

**2<sup>nd</sup> Party: Vendor (Also known as the supplier)**  
Address  
Phone Number

SPECIFIC TERMS AND CONDITIONS

**1. LONG TERM ARRANGEMENT**

1.1 The organization wishes to enter into (a) non-exclusive Long-Term Agreement ("LTA") for the purchase of sport equipment and supplies. For items listed in the attached annex "I", as required from time to time during the term of the LTA. It will be a provision of such Arrangement, that the organization will not be committed to purchase any minimum quantity of these items. The organization shall not be liable for any cost in the event that no purchases are made under any resulting LTA.

1.2 Purchases will be made against Purchase Orders to be issued by the organization in accordance with the terms and conditions of any resulting LTA Actual quantities to be purchased will vary from Purchase Order to Purchase Order.

**2. VALIDITY TERM**

2.1 The proposed LTA shall be valid for an initial period of 3 years, with a possible renewal.

**3. PRICES AND DISCOUNTS**

3.1 All prices are in USD only. The Supplier shall hold the prices fixed throughout the entire term of this Agreement. Any adjustment or revision shall be agreed by both parties.

3.2 Changes to the LTA prices and general discount shall only be made upon agreement and based on written amendment signed by both parties.

3.3 The Supplier shall be responsible to apply to the Purchase Orders raised under this Agreement any special offer or discounts (if applicable) which may become effective after the placement of the order and until the delivery is complete. Such discounts shall be reflected in the corresponding invoices. Failure to do so may result in the termination of the Agreement.

3.4 By signing this Agreement, the Supplier undertakes not to provide the same goods under similar circumstances to other customers at a price lower than that offered to the organization and stated in this Agreement. Should the Supplier do so, the organization will then be offered the new lower price.

3.5 In the event of any advantageous technical changes and/or downward pricing of the goods/services during the duration of this Agreement, the Supplier shall notify the organization immediately. The organization will then consider the impact of any such event and may request an amendment to the Agreement.

#### **4. DELIVERY**

4.1 Deliveries shall be made as per instructions in the organization's Purchase Orders, as issued in accordance with the provisions of the LTA. Supplier shall indicate the guaranteed minimum lead time for delivery for each item offered (subject to quantities), defined as time from receipt of order.

4.2 The organization will monitor and measure the performance of the offer, in comparison with guaranteed minimum lead time indicated in this agreement. Accordingly, it is imperative that supplier state realistic guaranteed minimum lead times.

#### **5. AGREEMENT DOCUMENTS**

The Supplier and the organization agree to be bound by the provisions of this Agreement, as well as the following documents, which are incorporated in Annexes:

- - Annex I - LTA Item List and Prices.

#### ***Administrative documents:***

- *Copy of Commercial circular, Commercial register and tax registration.*
- *Copy of ID of the authorized signatory*

#### **6. QUALITY OF GOODS AND SERVICES**

6.1 The Supplier is to provide sport equipment and supplies as contained in this Agreement complying with the quality standards as listed in this Agreement.

6.2 Any Goods or Services delivered to the organization that do not meet the specifications outlined in this Agreement or Purchase Order shall be replaced promptly by the Supplier inclusive of all inland or air/sea freights and any destruction costs at no charge to the organization.

6.3 In the event that the Supplier decides to discontinue the provide of any goods/services covered under this Agreement, or to change its goods/services delivery lines, the Supplier shall provide at least 90 days notice to the organization prior to the effective date of discontinuation, in order to allow the organization sufficient time to make alternative arrangements.

#### **7. SAMPLES**

The organization reserves the right to request samples for evaluation and testing

#### **8. AWARD/ADJUDICATION OF BIDS**

8.1 The Long-Term Arrangement is awarded to the Bidder offering a combination of the lowest acceptable prices and shortest lead time, whose products are commercially, technically and quality acceptable, and whose Bid is in compliance with all requirements.

8.2 The organization reserves the right to make multiple agreements for any item(s) where, in the opinion of the organization, the lowest bidder cannot fully meet the delivery requirements or if it is deemed to be in the organization best interest to do so.

**9. CONTACT DETAILS OF SUPPLIER**

The contact personnel of the Supplier in relation to this Agreement are as follows:

Supplier

Address

TEL.:

EMAIL:

**10. RECEIPT OF GOODS AND CONFIRMATION OF PURCHASE ORDERS/PAYMENTS**

The Supplier shall acknowledge receipt and acceptance of the organization’s Purchase Order within three business days (for non-emergency orders) from the receipt of the organization Purchase Order by acknowledgement of receipt of Purchase Order to the organization (via email or letter). Therefore, payments will be done based on invoice submitted by the supplier at the time of items delivery and paid by the organization from 0 to 15 days after reception and approval of the goods. Payments will be made by wire transfer in Fresh USD.

The Supplier should provide the local bank account information to the organization.

**11. NOTICE OF DELAY**

In the event of a delay in the delivery time of a Purchase Order, the Supplier shall immediately and no later than one week notify the organization buyer in writing, via email, requesting an extension of the delivery time based on Annex I, clearly stating the nature of the delay (including supporting documentation) and the proposed new delivery time. And the organization have the right to charge 1% deduction on each additional day of delay if the Supplier did not notify the organization. And any damaged items should be replaced when reported.

**12. TERMINATION AND FORCE MAJEUR**

Termination by Either Party for Material Breach

12.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination

will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination.

12.2. In case of unforeseen circumstances or catastrophes, such as insecurity, man-made or non-manmade disasters, coups d'état, war or non-availability of funds from the donor, which are beyond the control of both parties and prevent either from carrying out their obligations as laid down in this agreement, neither party shall be held accountable and should seek the most appropriate resolution, including agreement termination if deemed necessary by one or both parties.

**Additional Termination Rights of the organization**

12.3 In addition to the termination rights stated above, if the Supplier fails to meet its commitments as stated under this agreement (related to quality, quantity and/or timely delivery of the ordered items) the organization can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability.

**13. CORRUPT AND FRAUDULENT PRACTICES**

The organization requires that all Suppliers observe the highest standard of ethics during procurement and execution of work. Any breach related to such practice will lead to immediate termination of this agreement.

**14. Safeguarding Behaviour Protocols**

In the course of performing this agreement, the organization and service provider will ensure that:

- Any of their interactions with children or with adult beneficiaries, or with personal data about such persons, will comply with the attached GAME Child protection Policy, and with the any other reasonable safeguarding measures that GAME May Specify.
- Any incidents of harm or risk of harm to children or to adult beneficiaries will be reported immediately to GAME.
- Any individuals with access to children or adult beneficiaries or to personal data about such persons, shall follow GDPR privacy policy.

**The organization Representative**

**Supplier Representative**

The organization

Supplier