

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



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LTA No. 2022003

1st Party: GAME LEBANON غام (Also known as Organization) Furn el Chebak,
Bou Chedid Center, 7th Floor
Baabda, Lebanon

Wishes to enter into an Agreement

With

Date: 14/07/2021

2nd Party: XXXXXXXX (Also known as the supplier)

Lebanon

Phone Number

SPECIFIC TERMS AND CONDITIONS

1. LONG TERM ARRANGEMENT

1.1 The organization wishes to enter (a) non-exclusive Long-Term Agreement ("LTA") for the purchase of First Aid Medical 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 any increase in the LTA prices will be considered as breach of the contract and in this case the supplier shall provide the same quantity of equipment ordered at the current year at the same price.

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 if for certain reasons the prices already agreed on become lower and applicable on every sports supplier in the country , then in this case a new price list will be reconsidered without brining any prejudice to the supplier.

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 as noticed and already agreed upon verbally between both parties.

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, knowing that delays could hurt the organization and therefore lead to a breach of the contract due to lack of responsibility and negligence by the supplier.

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 First Aid supplies as contained in this Agreement complying with the quality standards as listed in this Agreement and the initial proposal sent by the supplier.

6.2 Any Goods or Services delivered to the organization that do not meet the specifications outlined in this Agreement or Purchase Order or the call for tender 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.

In the event of breach of this clause the organization reserves the right to:

(a) Terminate this Contract without liability by giving an immediate notice and to charge the Supplier with any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or

(b) Charge a penalty of 0.1% of the total contract price for every day of delay or breach of the delivery schedule by the Supplier.

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. And in this case and after 90 days, this agreement shall be breached, and the supplier will be obliged to provide the quantity ordered for the current year (delivered or not delivered) times 2.

7. SAMPLES

The organization reserves the right to request samples for evaluation and testing to be delivered within one or 2 days maximum since based on the testing the orders will be placed.

- The organization or its representative shall have the right to inspect and/or test the goods at no extra cost to the organization, at the point of delivery or at the destination. The Supplier shall facilitate such inspections and provide required assistance.
- The Supplier agrees that any acceptance by the organization does not release the Supplier from any warranty or other obligations under this Contract.
- Title to the Goods shall pass to the organization when they are delivered and accepted by the organization. Risk of loss, or destruction of the Goods shall be borne by the Supplier until title passes to the organization.
- The organization reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery.

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, knowing that the organization is at no time related exclusively to the chosen supplier for the delivery of any goods approved on.

9. CONTACT DETAILS OF SUPPLIER

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

Name: xxxx
Lebanon
Phone:
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 in Cheque or Bank Note in Fresh USD.

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

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 has the right to charge 1% deduction on each additional day of delay if the Supplier did not notify the organization or if the new delivery time may harm the organization. And any damaged items should be replaced when reported.

In the event of breach of this clause the organization reserves the right to:

- (a) Terminate this Contract without liability by giving an immediate notice and to charge the Supplier with any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
- (b) Charge a penalty of 0.1% of the total contract price for every day of delay or breach of the delivery schedule by the Supplier.

12. Warranties

The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier. This warranty shall remain valid for two days after the Goods have been delivered to and accepted at the final destination indicated in the Contract.

The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models. All Goods/Services delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by the organization.

13. TERMINATION AND FORCE MAJEUR

Termination and Re-procurement

- The organization may terminate this Contract, in whole or in part, at any time with written notice to the Supplier. Any monies paid in advance by the organization shall be refunded on or before the date of termination if the good weren't delivered yet.
- If the organization terminates this Contract in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to the organization for the re-procurement of those Goods as well as the removal of any or all of the Supplier's product or equipment from the organization's premise or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Contract arises from causes beyond its control and without fault or negligence of the Supplier.
- Upon any such termination, the Supplier shall waive any claims for damages including loss of anticipated profits on account thereof.

Termination by Either Party for Material Breach

13.1 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. (except for the delivery of goods where even in case of breach, all delivery notes and dates shall be respected.)

13.2. 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

13.3 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) or breaches any of the articles of this agreement , 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, and in this case the supplier shall indemnify the damages the organization faced out of this breach . (a minimum guarantee of providing the same quantity of goods ordered for the current year)

14. Indemnification and Insurance

- The Supplier shall at all times defend, indemnify, and hold harmless the organization, its officers, employees, and agents from and against all losses, costs, damages and expenses, claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Supplier or its employees, officers, agents or subcontractors, in the performance of this Contract. The organization shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause.
- This indemnity shall survive the expiration or termination of this Contract.
- The Goods supplied under this Contract shall be fully insured in a freely convertible currency against loss or damage resulting from or related to manufacture or acquisition, transportation, storage, and delivery. Further insurance requirements may be specified in the technical Specifications.

15. 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.

16. 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.

17.Final Clauses

- This Contract will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Contract.
- Amendments to this Contract may be made by mutual agreement in writing between the Parties.
- If any part of this Contract is found to be invalid or unenforceable, that part will be severed from this Contract and the remainder of the Contract shall remain in full force.
- This Contract and any Annexes embody the entire agreement between the Parties and supersede all prior agreements and understandings, if any, relating to the subject matter of this Contract.

Signed in two copies in English, on at Beirut.

**The organization
Representative**

**Supplier
Representative**

GAME Lebanon