



DATE: XXXXX

DESCRIPTION OF CONTRACT: XXXXX

CONTRACT VALIDITY PERIOD: XXXXX

CONTRACT REFERENCE N°: XXXXX

The Lebanese Red Cross Society (LRCS) finance registration number 62692, having its address at LRCS Head Quarters, Spears Street, Kantari, Beirut, Lebanon, hereafter referred to as the “Contracting Authority”, represented by Mr Georges Kettaneh, Secretary General delegated by LRCS President Dr. Antoine AL Zoghbi on one side and

XXXXX, a company organised under the laws of Lebanon under finance registration number 3016907857 having its address at XXXXX and represented for the purposes of this Contract by XXXXX, hereafter referred to as the “Supplier”, on the other side,

WHEREAS the Contracting Authority has received a quotation/ bid for the provision XXXXX by the Supplier and has accepted it for the supply of these goods/ service(s) and the remedying of any defects therein

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

Article 1 Product specifications:

1.1 Product/ service summary:

| | |
|--------------|--------------------------|
| Description: | XXXXX |
| INCOTERM: | DDP (Delivery Duty Paid) |

1.2 Supply summary:

| Item N° | Material/ service description | Unit | Estimated Quantity | Unit price Excl. VAT (USD) | VAT rate | Unit price incl. VAT (USD) | Lead Time for Delivery |
|---------|-------------------------------|------|--------------------|----------------------------|----------|----------------------------|------------------------|
| 1 | | | | | | | |
| 2 | | | | | | | |

* The quantity of the needed items/ services are variable and unforeseeable regardless of this the unit prices are fixed for the duration of the agreement

1.3 Delivery fees:

| | | |
|-------------------|---|---|
| Delivery location | Minimum order value for free delivery (USD) | Delivery fee if less than the minimum order (USD) |
| LRCS HQ - | N/A | N/A |

Article 2 Product specifications:



- 2.1 The following technical specifications apply to the service(s) being executed within this contract (**Terms of reference in the request for proposal and submitted proposal are considered an integral part of the contract**):

| Item N° | Description | Details |
|---------|-------------|---------|
| 1 | | |
| 2 | | |

- 2.2 All goods to be supplied will be of the same manufacturer and series (if not the Contracting Authority must be notified by in writing beforehand). For all, the supplier has to provide with user's instructions in English or Arabic.
- 2.3 The Supplier will furnish the Contracting Authority with registration document/ customs clearance/ certification/ quality certificate to the relevant government agency, copy of his registration at the relevant Chamber of Commerce
- 2.4 The Supplier has to provide all necessary documentation, detailed technical specification, certificate of origin, manufacturer authorisation for all goods listed in Article 1 and hereby certify that they comply with the legal requirements in the country for them.

Article 3 Terms of Purchasing, Invoicing & Payment

- 3.1 The Supplier agrees to provide the Contracting Authority with a sample of the approved goods specified earlier in the present contract prior of signing the contract. All delivered products should be according to the specifications in this contract and the samples provided by the Supplier and approved by the Contracting Authority. The person in charge of the acceptance of the sample will be the Contracting Authority's representative in **LRCS SPEARS: SPECIFIED ON EACH PO**.
- 3.2 The Contracting Authority shall order from the Supplier goods/ service(s) listed above under "product Specifications" and in the Contract annexes (if any) by a formal Call-Off Purchase Order delivered to the supplier which must be signed by:
- Procurement manager
 - Director of Finance
- The Call-Off Purchase Order will contain:
- The order date and reference number
 - The quantity of goods/ service(s) being ordered
 - The unit price applying to the goods/ service(s) defined in the framework agreement.
 - Delivery schedule/ conditions
- 3.3 Prior to receiving any instalment the Supplier shall provide duly signed "Goods Received Note" and invoice to the Contracting Authority's representative in **LRCS SPEARS: SPECIFIED ON EACH PO** who is hereby entrusted by the Contracting Authority's representative to sign these documents.



- 3.4 Upon supplying the Contracting Authority with the ordered quantities, or part thereof, the Supplier shall forward invoice together with a copy of the signed delivery note together with the original purchase order for the same to the Contracting Authority's office, together with the account statement advising account balance. All approved instalments will be paid according to the details stipulated in the invoice (payment request) submitted to the Purchaser by the Supplier.
- 3.5 Invoices should be submitted with all the required support documents requested above. Upon submission of all requested documents the purchaser will have **45 CALENDAR DAYS** to settle the invoice.

Article 4 **Schedule of Supply**

- 4.1 The delivery period will start from acknowledgement of receipt of each Call-Off Purchase Order and the lead time defined in this contract. The lead time will be measured working days.
- 4.2 Any delay is subject to penalty charge equal 0.5% of the total amount of the Contract per day but not exceeding 10% of the total amount of the Contract.

Article 5 **Claims**

- 5.1 Prior to delivery, the Supplier shall grant access to the Contracting Authority so that the latter can inspect the goods prior to delivery. If more than 2% of the quantity does not adhere to the product specifications defined in Article 2 of the present contract, the Contracting Authority reserves the right: (1) to cancel the contract and consider itself not responsible for any payment or compensation, and (2) to apply to the Supplier the penalty charges mentioned in Article 4 above.
- 5.2 Upon delivery, the Contracting Authority has the right to apply financial sanctions in case the Supplier delivers defective goods or goods not complying with the approved Product Specifications, and/or in case of delay in delivering the goods as per the Schedule of Supply defined and agreed in Article 5 of this Agreement.
- 5.3 The Contracting Authority shall give notice to the Supplier stating the delivery delay and/or the nature of any defects together with all available evidence thereof, promptly following the discovery thereof. The Contracting Authority shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 5.4 Upon receipt of such notice, the Supplier shall, within a period of 7 (seven) calendar days, complete the delivery or expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Contracting Authority.
- 5.5 If having been notified, the Supplier fails to remedy the delay or defect within a period of 7 (seven) calendar days, the Contracting Authority may take such remedial action as may be necessary, at the Supplier's risk and expense (and without prejudice to any other rights which the Contracting Authority may have against the Supplier under the Contract), namely but not limited to (1) in case of late delivery to cancel all or part of the contract and/or to apply penalty charge equal to 0.5% of the amount of the Call-Off Purchase Order per day from the first day of delay and/or (2) in case of defected goods or goods not adhering to the product specifications, to cancel all or part of the contract and/or to apply penalty charges.

Article 6 **Warranty**

- 6.1 The Supplier warrants that all the goods are new, unused, and of the most recent or current models/design/version, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.



- 6.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 6.3 The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in Article 5, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes later.

Article 7 Termination

- 7.1 In the event that the Contracting Authority discovers any acts of misconduct by the Supplier, the contract will be deemed null and void. In such an event, the Contracting Authority will not be required to make any further payments for delivered or undelivered materials. Examples of acts of misconduct but are not limited to: bribery, falsification of receipts, subcontracting (unless previously agreed in writing by both parties), failure to disclose related and/or sister companies dealing with Contracting Authority, failure to disclose personal relationships with employees of the Contracting Authority, and any other instances that the Contracting Authority deems to be fraudulent.
- 7.2 In the event of any breach of the Supplier, or its failure to deliver the requested goods within the specified and scheduled periods of time, or failed to comply with any of its obligations, the Contracting Authority shall have the right to terminate this Agreement at any time by serving a termination notice and without the need for a court order.
- 7.3 The Contracting Authority reserves the right to inform any other private, public, governmental or non-governmental organization about the reasons why Supplier contract was cancelled.

Article 8 Notices

- 8.1 All notices and other communications required or permitted between the Parties by this Contract shall be in writing and either sent by E-mail, courier or facsimile to the address or number of the Parties as set forth below. No communication shall be effective until received and such shall be deemed to have been received:
 - By courier when so delivered as evidenced by acknowledged receipt; or
 - By email upon sending, subject to confirmation of uninterrupted transmission on transmission report.
- 8.2 If to the Supplier: Name: **XXXXX**
 Address: **XXXXX**
 Mobile: **XXXXX**
 E-mail: **XXXXX**
- 8.3 If to the Contracting Authority:
 Name: **MR GEORGES KETTANEH**
 Address: **LRCS HEADQUARTERS, SPEARS STREET, BEIRUT, LEBANON**
 Tel: **00961 1 372802**
 E-mail: **SECRETARY-GENERAL@REDCROSS.ORG.LB**
- 8.4 Either party may change its nominated address to another address by giving at least fifteen (15) days' prior written notice to the other party, such notification to be delivered in accordance with one of the methods set out in article 8.

**Article 9** **Force Majeure**

9.1 Neither Party will be liable for any loss, damage, cost, delay or failure to perform resulting from causes beyond its reasonable control including, but not limited to, fires, floods, earthquakes, strikes, insurrections, riots, lightening or storms, or delays of suppliers or subcontractors for the same causes. If a force majeure event occurs, the duration of the Agreement shall be extended by a period of time equal to the amount of time of the force majeure event. However, if the period of the force majeure event exceeds two (2) months, the Contracting Authority shall have the right to terminate this Contract without incurring any liability or damages.

Article 10 **Non Waiver**

10.1 No failure or delay on the part of a Party in exercising any right, power or privilege under this Agreement, and no course of dealing between the Parties, will be deemed a waiver of any further exercise of any right, power or privilege. The rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which such Party would otherwise have.

Article 11 **Assignment**

11.1 The Supplier may not assign this Agreement or any of its obligations hereunder without the Contracting Authority's prior written consent.

Article 12 **Governing Law and Jurisdiction**

12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Lebanon

Article 13 **Amendments**

13.1 Except as otherwise provided in this Contract, no amendment, modification or waiver of any of the provisions of this Contract will be valid unless set forth in a written instrument signed by both Parties.

Article 14 **Severability**

14.1 If any provision of this Contract is held invalid under any applicable law, such invalidity will not affect any other provision of this Contract that can be given effect without the invalid provision. Further, all terms and conditions of this Contract will be deemed enforceable to the fullest extent permissible under applicable law.

Article 15 **Code of Ethical Purchasing/Conduct of the Supplier**

15.1 By signing this Contract, the Supplier agrees to adhere to the LRCS General Conditions of Purchase (available at www.redcross.org.lb)

Article 16 **Final provisions**

16.1 The following documents shall constitute the Contract between the Contracting Authority and the Supplier, and each shall be read and construed as an integral part of the Contract:

- This Contract Agreement
- General Conditions of Purchase
- Technical Requirements (including Schedule of Requirements and Technical Specifications)
- The Supplier's Offer
- The Supplier's Ethical Declaration

16.2 This Contract Agreement has sixteen (16) articles including this one and supersedes all prior agreements between the Parties. This Contract Agreement shall be executed in two (2)



originals, each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have executed this Agreement at the date shown above.

Supplier representative

XXXXX

Signature & Stamp:

Contracting Authority representatives

MAIS QUSEBATI

PROCUREMENT MANAGER

Signature & Stamp:

CARINE TAJA

FINANCE MANAGER

Signature & Stamp:

GEORGES KETTANEH

SECRETARY GENERAL

Signature & Stamp:
