

CONTRACT

No. Fv-31-52 / 12/03/2019

Today, 12.03.2019, in the city of Abu Dhabi pursuant to Article 20, Paragraph 7, Item 2 of the Public Procurement Act, by and between:

EMBASSY OF THE REPUBLIC OF BULGARIA IN ABU DHABI, United Arab Emirates, city of Abu Dhabi, Al Nahayan Camp Area, Jafn Street, Villa 6, represented by Bogdan Kolarov, Ambassador, hereinafter referred to as "CONTRACTING AUTHORITY", of the one part,

and

Al Masaood Automobiles, having its seat and address at: **Abu Dhabi (United Arab Emirates)**

Company No. **CN-1003761**, represented by **Gareth Burnett Jones** designated as CONTRACTOR following a public procurement procedure under Chapter 26 of the Public Procurement Act with subject: "Supply by purchase of motor vehicles for the needs of the Embassy of the Republic of Bulgaria in Abu Dhabi", hereinafter for brevity referred to as "CONTRACTOR", of the other part, this contract for award of the public procurement was entered into, hereinafter for brevity referred to as "Contract":

The Parties agreed on the following:

I. SUBJECT OF CONTRACT

Article 1. (1) The CONTRACTING AUTHORITY shall order and the CONTRACTOR shall agree to supply against compensation a new and unused motor vehicle (MV) in accordance with the technical specification and the technical tender for the needs of the Embassy of the Republic of Bulgaria in Abu Dhabi.

The MV under the first paragraph of this Article shall be referred to hereinafter as the "MV" and/or the "automobile" and/or the "vehicle."

(2) The motor vehicle shall be registered in the name of the CONTRACTING AUTHORITY.

II. DATE AND PLACE OF PERFORMANCE

Article 2. This Contract shall remain valid until the delivery of the vehicle under Article 1, but for no longer than 6 months as of its registration by the record-keeping office of the Embassy of the Republic of Bulgaria in Abu Dhabi.

Article 3. The place of fulfilment of this order shall be the Embassy of the Republic of Bulgaria in Abu Dhabi, UAE.

III. HANDOVER AND ACCEPTANCE OF THE PERFORMANCE

Article 4. (1) The handover and acceptance of the delivered vehicle shall be executed by persons authorised by the CONTRACTING AUTHORITY and the CONTRACTOR. On the part of the contracting authority (the Ambassador of the Republic of Bulgaria in Abu Dhabi) the acceptance shall be performed by person(s), appointed by order of the Ambassador.

(2) The acceptance and handover shall be attested by a bilateral protocol signed by the persons referred to in the preceding paragraph, which protocol should not indicate existence of visible faults of the vehicle.

IV. PRICE AND MODE OF PAYMENT

Article 5, paragraph (1) In exchange for the performance of the subject of Contract the Contracting Authority shall undertake to pay the Contractor a total price in the amount of Two Hundred Nine Thousand Five Hundred Twenty Three Dirham and Eighty One Fils, excluding VAT (209.523.81) and Two Hundred Twenty Thousand Dirham (220.000), including VAT, in accordance with its Price proposal (Appendix No. 3), forming integral part of this Contract.

paragraph (2) The price indicated shall be final and include all costs of acquisition, respectively of delivery of Infiniti SUV QX80 /2018/, to the delivery location, as well as the costs of remedying by the Contractor of all technical malfunctions and breakdowns, which may occur without fault of the Contracting Authority and which are covered by the warranty terms and warranty liability of the Contractor.

V. RIGHTS AND OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 6. The CONTRACTING AUTHORITY shall have the right:

1. To require of the CONTRACTOR to perform in a timely and precise way the supply in accordance with the Technical specification and the Technical proposal by the CONTRACTOR (Appendix No. 1 and No. 2 that form integral part of this Contract).

2. If flaws are found in the performance of the delivery, to refuse to accept the delivery until the flaws are rectified within a period of time specified by the CONTRACTING AUTHORITY upon the completion of which the parties shall sign a new Acceptance and Handover Protocol. If such circumstances should arise, the CONTRACTOR shall provide to the CONTRACTING AUTHORITY a replacement vehicle of similar or better technical characteristics for use until the MV is delivered free of flaws.

3. To unilaterally terminate the Contract without serving prior notice if the CONTRACTOR fails to make the delivery in time or fails to make it in the manner agreed herein.

4. To make claims if it is established that the item delivered has hidden and/or visible flaws which are not in conformity with the technical specification and the CONTRACTOR's technical proposal.

Article 7. The CONTRACTING AUTHORITY shall be obliged:

To pay to the CONTRACTOR compensation in an amount, under conditions, and within the deadlines set in this Contract.

VIII. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

Article 8. The CONTRACTOR shall have the right:

1. To receive the agreed price under the conditions and within the deadlines set in this Contract.

2. To receive the price of the item delivered and accepted by the CONTRACTING AUTHORITY (free of reservations).

Article 9. The CONTRACTOR shall be obliged:

1. To fulfill the object of this agreement accurately and in good faith in compliance with the conditions contained in the Technical and Price proposals (Appendix No. 2 and No. 3 which are inalienable parts of this agreement).

2. To fulfill its obligations within the agreed deadlines (set by Article 2 of this Contract).

3. To provide whatever assistance may be necessary.

4. To appoint an authorized representative or representatives for the handover of the delivery and the signing of the acceptance and handover protocol.

5. To refrain from using any information that may have become available to it in the discharge of its obligations under this Contract.

IX. PENALTIES

Article 10. In the event of delays, the CONTRACTOR shall owe to the CONTRACTING AUTHORITY damages in the amount of 0.5% (one-half percent) of the value of the delivery for every day of delay but no more than 10 (ten)% of the value of this Contract.

Article 11. If a party fails to fulfill its obligations under this Contract in circumstances other than those described in Article 13, the party at fault shall owe to the other party damages in the amount of 10 (ten)% of the value of this Contract.

Article 12. The parties shall reserve their rights to seek compensation for damage in a generally accepted manner if the value of that compensation is higher than the damages paid in accordance with the provisions of this chapter.

X. UNFORSEEABLE CIRCUMSTANCES

Article 13. (1) The parties to this Contract shall be relieved of the liability for compensation for damage and losses caused, if these were the result of force majeure.

(2) If the party, which should have fulfilled an obligation under this Contract, had been in delay, it may not invoke force majeure.

(3) The party affected by a force majeure shall be obliged to undertake in good faith all actions in order to minimise the damage and losses suffered, as well as to notify the other party in writing within 5 (five) days of the occurrence of the force majeure. In the event of failure to send a notification, compensation shall be owed for the damages caused as a result thereof.

(4) For the duration of the force majeure, the performance of the obligations and the related counter-obligations shall be suspended.

XI. TERMINATION OF THE CONTRACT

Article 14. (1) This Contract shall be terminated:

1. By mutual agreement of the parties expressed in writing;

2. In the case of culpable infringement on the part of one of the parties in the discharge of its obligations under this Contract – by 5-day written notice by the aggrieved party to the party at fault;

3. Upon its complete fulfillment;

4. When substantial changes have arisen in the financing of the public procurement order that is the object of this Contract beyond the powers of the CONTRACTING AUTHORITY and which changes it had not been able or obliged to foresee or prevent, by notice in writing immediately after the occurrence of such circumstances.

XII. FINAL PROVISIONS

Article 15. All messages, notices and orders, related to the performance of this Contract and exchanged between the CONTRACTING AUTHORITY and the CONTRACTOR, shall be valid if delivered by telefax, email, standard mail with return receipt to the address of the respective party, or delivered by courier against signature of the recipient party to the following addresses:

CONTRACTOR:
Al Masaood Automobiles
Address: The Landmark Tower
Fax: +971 (02) 888 3665

CONTRACTING AUTHORITY:
Embassy of the Republic of Bulgaria
Address: Abu Dhabi, Al Nahayan Camp Area,
Jafn Street, Villa 6

Article 16. (1) If any of the parties should change its address, it shall notify the other party of its new address within 3 days.


(2) If any of the parties had changed its address without notifying the other party within the period of time specified in the preceding paragraph, any communications shall be considered duly delivered also if they had been sent to the former address.


Article 17. If differences should arise between the texts of this Contract and those of the general terms of the CONTRACTOR – Appendix No. 4 of this Contract – the provisions of this Contract shall prevail.

The following shall form integral part of this Contract:

1. Technical specification – Appendix No. 1 to this Contract.
2. Technical proposal for performance of the procurement – Appendix No. 2 to this Contract.
3. Price proposal – Appendix No. 3 to this Contract.
4. General terms of the CONTRACTOR for delivery of the vehicle – Appendix No. 4 to this Contract.
5. Warranty terms – Appendix No. 5.

This Contract, together with the Appendices thereto, was drawn up in two identical copies – one for the CONTRACTING AUTHORITY and one for the CONTRACTOR – each copy having the force of an original.

CONTRACTING AUTHORITY: 
Bogdan Kolarov Заличено на осн.чл.2
(Name, Signature, Stamp) от ЗЗЛД

CONTRACTOR: 
Gareth Bennett Jones Заличено на осн.чл.2
(Name, Signature, Sta) от ЗЗЛД

