

# **Vehicle Purchase Agreement**

**Embassy of Brazil in Amman,  
The Hashemite Kingdom of Jordan**

## Vehicle Purchase Agreement

**This Vehicle Purchase Agreement (“hereinafter referred to as the “Agreement”) is dated, signed, valid and effective in Amman, The Hashemite Kingdom of Jordan, as of *day – month - 2022***

By and between

### THE PARTIES:

**Company**, company existing under the laws of The Hashemite Kingdom of Jordan, registered under *No. XXXXXXXXXXX* based in city, full address (hereinafter referred to as “**Supplier**”), represented for the purposes of this Agreement by *full name, position, bearer of ID/Passport;*

And

**Federative Republic of Brazil**, represented for the purposes of this Agreement by the **Embassy of Brazil in Amman**, The Hashemite Kingdom of Jordan, located at 17 Suleiman Yousif Sukkar Street, Abdoun, Amman, (hereinafter referred to as the “**Embassy**”), represented for the purposes of this Agreement by *full name, position, bearer of ID/Passport;*

Each **Party** may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

### PREAMBLE

**WHEREAS** the Embassy has conducted the Request For Proposals (RFP) No. 01/2022, in order to purchase one new armored SUV vehicle with factory-made armor;

**WHEREAS** the Supplier has been declared the winner of the RFP on *full date* and, then, confirmed its interest in supplying the above mentioned SUV vehicle, according to all rules pertaining to the RFP;

**THEREFORE**, in consideration of the premises and mutual covenants contained herein, the Parties hereby agree as follows:

### ARTICLES:

#### ARTICLE 1. OBJECT: VEHICLE SPECIFICATIONS

1.1. The object of this Agreement is the acquisition of one armored SUV vehicle with factory-made armor according to the conditions, quantities and requirements established in this Agreement and all documents related to RFP No. 01/2022, especially the Supplier’s Financial Proposal (Annex 1) which form an integral part of this Agreement and are equally a full source of the obligations of the Parties.

1.2. The vehicle specifications are as follows:

**OR**

The vehicle specifications are those listed in the Supplier's Financial Proposal (Annex I)

## **ARTICLE 2. DELIVERY TIME**

2.1. The Supplier must deliver the vehicle to the Embassy in Amman by *full date*, according to the Financial Proposal and (quotation, offer etc. – Annex II).

## **ARTICLE 3. TERMINATION**

3.1. If the Supplier does not respect the dates and deadlines stipulated as per Article 2 and the Annexes to this Agreement, the Embassy may terminated this Agreement and get fully reimbursed by the Supplier.

## **ARTICLE 4. BUDGET APPROPRIATION**

4.1. The financial resources to cover the expenses of this contract will come from the sources belows of the Brazilian National Budget:

4.1.1. Section: DAEX.

4.1.2. Origin: 20WW.0002 – Foreign Affairs and Bilateral Negotiations.

4.1.3. WORK PROGRAM: 20WW.0002.000f - Maintenance of Posts Abroad.

4.1.4. ELEMENT OF EXPENDITURE: 35101.07.211.2216.20WW.0002.000F, sources 0100 and 0174, expenditure: 449052.

## **ARTICLE 5. PRICE AND PAYMENT**

5.1. The total price of the present contract is US\$ **xxxxxxxxxx** (**xxxxxxxxxx** US Dollars).

5.2. All direct and indirect ordinary expenses resulting from contractual performance, including taxes, social, labor, social security, tax, stamp duitesand commercial charges, administration fees, insurance and any other fees necessary for the fulfillment of the object of the contract are included in price which is the sole responsibilty of the supplier.

5.3. Payment shall be made according to the following schedule: xxxxxxxxxxxx.

## **ARTICLE 6. DELIVERY AND ACCEPTANCE OF THE OBJECT**

6.1. The delivery time for the vehicle is *full date* (see Article 2 above), in Amman, in a location to be duly agreed on between the Parties.

6.2. The vehicle may be rejected if it is not in accordance with the specifications, and must be replaced in due time, counting from the Supplier's notification, at its sole expense, without prejudice to the application of any penalties.

6.3. The definitive acceptance of the vehicle does not exclude the Supplier's liability for losses resulting from the incorrect execution of the Agreement.

## **ARTICLE 7. OBLIGATIONS FROM THE SUPPLIER AND THE EMBASSY**

7.1. The Supplier hereby declares that they are the lawful sole agent of the manufacturer in Jordan as provided for in the certificate of registration issued by the Ministry of Trade and/or by the authorization signed by the manufacturer appointing the supplier as a lawful agent authorized to enter into this transaction on behalf of the manufacturer of the vehicle, and have complete authority to sell the above-mentioned vehicle to the Embassy.

7.2. The mileage on the vehicle at the time of sale is: Zero. The Supplier hereby declares that the odometer reading is the actual logged mileage.

7.3. The Supplier grants, sells and transfers the full ownership of the above mentioned vehicle to the Embassy.

7.4. The Supplier certifies that the vehicle at the time of sale has no taxes, fees and/or liens due on it and that the Supplier will be held fully responsible for any unlawful claims and demands with respect to the vehicle.

## **ARTICLE 8. SANCTIONS**

8.1 The Supplier commits an infraction when:

- 8.1.1. totally or partially does not execute any of the obligations assumed as a result of the Agreement;
- 8.1.2. enable the delay in the execution of the object;
- 8.1.3. fails or defrauds in the performance of the Agreement;
- 8.1.4. behave in an unfaithful way;
- 8.1.5. commits tax fraud.

8.2. For the total or partial non-performance of the object of this Agreement, the Embassy may apply to the Supplier the following sanctions:

- 8.2.1. Warning, for slight faults, understood as those that do not cause significant losses for the Supplier.
- 8.2.3. Terminate this Agreement and get full reimbursement of all paid amounts.

8.3. The Embassy, when applying sanctions, will take into account the seriousness of the Supplier's conduct, the educational character of the penalty, as well as the damage caused, observing the principle of proportionality.

## **ARTICLE 9. THIRD PARTIES AND SUB CONTRACTING**

9.1. The Supplier shall not directly or indirectly assign, transfer or sell all or part of its interests described in this Agreement without the prior written consent of the Embassy.

9.2. This Agreement is intended to be solely for the benefit of Embassy and the Supplier and their successors and permitted assigns, and is not intended to and shall not infer any rights or benefits or any third party not a signatory hereto.

## **ARTICLE 10. CONFIDENTIALITY**

10.1. The Supplier agrees that all the information exchanged or obtained during the execution of this Agreement shall be considered as confidential information. The Supplier and its representatives, employees, associates or any staff member whatsoever shall not, during the validity of this Agreement or after its termination, use any confidential information either directly or indirectly, for personal benefit or disclose to any other party any such information without the prior written consent of the Embassy. Furthermore, the Supplier and its employees, associates or any staff member shall not communicate to anybody under any circumstances any information acquired while performing their duties and as such information shall be held in full trust.

## **ARTICLE 11. SEVERABILITY**

11.1. In case one or more of the provisions contained herein should be or become fully or in part invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In such case **the Parties hereto shall replace the invalid, illegal, unenforceable provision by a valid, legal and enforceable provision** which meets the purpose of the replaced provision.

## **ARTICLE 12. WAIVERS**

12.1. The failure of any Party at any time to require performance by the other Party of any provision hereof shall in no way affect the right of such Party to require such performance at any time thereafter. Nor shall the waiver by any Party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself.

## **ARTICLE 13. NOTIFICATIONS**

13.1. Any letter, approval, consent, notification or any other communication pursuant to or in connection to this Agreement between both Parties shall be in writing in the English language, and shall be delivered either: (i) in person to the receiving Party through its authorized personnel with confirmation of such receipt or; (ii) through registered mail or (iii) through the e-mails

below. In case of change in details related to such information, the changing Party is required to inform the other Party in writing of such change. Failure to inform of such change, suggests accepting the below address as the valid address for any notification, including without limitation to, those official notifications arising from any legal actions or procedures.

**Embassy of Brazil**

Address: Suleiman Yousef Al Sukar St 17, Amman  
Tel : +962 (06) 592 3941  
E-mail: administ.ama@itamaraty.gov.br

**Supplier**

Address:  
Tel:  
E-mail:

**ARTICLE 14. JURISDICTION AND OMISSIONS**

14.1. This Agreement shall in all respects be construed and interpreted in accordance with the applicable Jordanian Laws.

14.2. The Courts in Amman shall have exclusive jurisdiction on any disputes that may arise from the implementation of this Agreement and on anything relating thereto or resulting there from.

**ARTICLE 15. LANGUAGES**

15.1. This Agreement is executed and signed in the English Language which shall be the prevailing language. Should this Agreement be translated into another language for the purposes of any necessary filings or otherwise, the English Language shall still prevail over any such translation.

**IN WITNESS WHEREOF**, the **Parties**, intending to be legally bound, have signed this Agreement in two identical and original copies in Amman, The Hashemite Kingdom of Jordan, on the **-- of ---- 2022**.

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**SUPPLIER  
Representative  
Position**

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**Embassy of Brazil in Amman  
Representative  
Position**