

TEXAS A&M UNIVERSITY

VENDOR

College Station, TX 77843-1477

PURCHASE ORDER

Order Date:
11/18/2016

Page: 01

INCLUDE P.O. NUMBER ON ALL
CORRESPONDENCE AND PACKAGES

M700030

VENDOR GUARANTEES MERCHANDISE
DELIVERED ON THIS ORDER WILL MEET
OR EXCEED SPECIFICATIONS IN THE BID
INVITATION.

ALL TERMS AND CONDITIONS SET
FORTH IN THE BID INVITATION BECOME
A PART OF THIS ORDER.

Invoice To:

TEXAS A&M UNIVERSITY
MICROSCOPY & IMAGING CENTER
ILSB BLDG RM 1137
2257 TAMU
COLLEGE STATION TX 77843-2257

Vendor:

T0000116100
MOWASALAT
P O BOX 1186
DOHA
QATAR

Ship To:

TEXAS A&M UNIVERSITY
MICROSCOPY & IMAGING CENTER
ILSB BLDG RM 1137
2257 TAMU
COLLEGE STATION TX 77843-2257

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE
APPROVED BY THE TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES **PRIOR**
TO SHIPPING.

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PAYMENT WILL BE DELAYED.

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
PAW	<p>USER REF: 000000-GC</p> <p>RENEWAL 2 OF 4 YEAR OPTION (M500016, M600020)</p> <p>SUBMIT INVOICES TO: PURCHASING@QATAR.TAMU.EDU</p> <p>Blanket Order Pool of Vendors to provide Rental of Vehicles on an as needed basis for use by the faculty and staff for the period of January 01, 2017 through December 31, 2017</p> <p>Quantities are estimates only and do not guarantee a purchase. Orders will be placed on an as needed basis.</p> <p>Successful vendor to hold prices firm for ther term of original agreement or until December 31, 2017.</p> <p>Renewal 2 of 4:</p> <p>This is renewal two (2) of a four (4) year option. This agreement may be renewed for an additional two (2) years, one (1) year at a time, if mutually agreed upon by both parties with all terms and conditions remaining firm.</p> <p>If renewal option is exercised, the vendor may increase their price to reflect the cost of providing service. A maximum percentage increase must be provided for each extension period.</p>				

FOB: NOT SPECIFIED

Terms:

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STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST
BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:

This Order is not valid unless signed by the Purchasing Agent.

12/31/2017

Patty Winkler
Purchasing Agent for
TEXAS A&M UNIVERSITY
Phone: 979-845-4570

N 30

TEXAS A&M UNIVERSITY

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ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	1-1-17 - 12-31-17: 0%				
	1-1-18 - 12-31-18: 0%				
	1-1-19 - 12-31-19: 0%				
	<p>Please Note: If vendor fails to indicate a maximum percentage increase for each extension period, it will be assumed it will be zero (0%).</p> <p>Cancellation</p> <p>Upon award, any order is subject to cancellation, without penalty, either in whole or part, if funds are not appropriated.</p> <p>Texas A&M University reserves the right to immediate cancellation due to non-performance.</p> <p>Texas A&M University reserves the right to cancellation with a thirty (30) day written notice.</p>				
1	Car and Bus Rental Services for the following Class of Cars & Bus. Rental pricing to include, but not limited to the following:				
	<ul style="list-style-type: none"> -Insurance Coverage -Unlimited Milage -Replacement Service -Accient Service -Delivery Service -Maintenance Service including flat tires 				
PAW					

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Purchasing Agent for
TEXAS A&M UNIVERSITY
Phone: 979-845-4570

TEXAS A&M UNIVERSITY

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ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	<p>Services Required:</p> <ul style="list-style-type: none"> -Limousine Service -Car Rental -Bus Rental -Luggage Transfer -Driver Service only <p>Services/Operators to be available 24 hours a day, 7 days a week, 365 days a year. Drivers require a minimum English language proficiency level to allow for basic conversations.</p> <p>All buses must be equipped with the following:</p> <ul style="list-style-type: none"> -Fire extinguisher -Seat belts -Head rests <p>Class of Cars:</p> <ul style="list-style-type: none"> -Small-size Sedan 1.5/1.6 Ltr - Kia Cerator/ Lancer/Sunny/Toyota Yaris/Honda City -Mid-size Sedan 1.8/2.0 Ltr - Tiida/LancerEX/ Corolla/Civic -Full-size Sedan 2.4/2.5 Ltr - Gallant/ Optima/Altima/Camry/Accord/Sonata/ -Full-size Sedan 2.4 liter up to 6.0 liter, with drivers - Honda Accord/Chevrolet Caprice/Chevrolet Lumina/Ford Crown Victoria 				
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ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	<p>-Luxury Sedan - Mercedes E Class/BMW 5 Series</p> <p>-Luxury Sedan, with drivers - Mercedes Benz R-Class/E-Class/C-Class</p> <p>-Large Luxury Sedan - Mercedes S Class/BMW 7 Series/Lexus LS</p> <p>-SUV 5 Passengers</p> <p>-SUV 7 Passengers</p> <p>-Mini-Van 7 Passengers with & without driver</p> <p>-15 Seater bus with driver</p> <p>-20-30 Seater bus with driver</p> <p>-Car plus Driver Service</p> <p>-Driver Service only</p> <p>**Texas A&M University - Qatar reserves the right to make changes to the above Class of Cars, depending on need and availability.**</p> <p>Contract:</p> <p>Please find attached a fully executed agreement, on file with Procurement Services.</p> <p>Pricing:</p> <p>Pricing for each class of car is to be provided for daily, weekly, monthly and</p>				
PAW					

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PAW	<p>yearly use here-in or separate quotation.</p> <p>If pricing is provided on separate quotation, the invitation for bid form must be signed and returned along with your quotation form in order for your response to be considered.</p> <p>Note to Vendor:</p> <p>All printed materials shall be in English.</p> <p>Texas A&M university reserves the right place one or more vendors within the pool.</p> <p>Texas A&M University reserves the right to add additional vendors within the pool upon the establishment of the original agreement. Vendor's added to the pool will be required to submit a signed invitation document and receive approval from Procurement Services prior to being placed within the pool.</p> <p>VENDOR QUOTE: LETTER VENDOR REF: NASSER AL KMANJI PHONE: 974-458-8588</p>				

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12/31/2017

Purchasing Agent for
TEXAS A&M UNIVERSITY
Phone: 979-845-4570

CONTRACT NO. MOW/TAMU/CO/01012016

PROVISION OF BUSES AND LIMOUSINE SERVICES ON "CALL-OFF"

BASIS

BETWEEN

MOWASALAT

AND

TEXAS A&M UNIVERSITY

Contract No. MOW/TAMU/CO/01012016

1 | Page

AGREEMENT

This CONTRACT is made as of the **01.01.2016, (EFFECTIVE DATE)** by and between **Mowasalat** (hereinafter referred to as CONTRACTOR), a company organized and existing under the Laws of the State of Qatar and having its registered office in Abu Hamour, Doha, Qatar, P.O. Box 1186, represented by **Mr. Nasser Al Khanji** in his capacity of **Executive Director – Support Services**.

**ON THE PART,
AND**

Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of Texas A&M University at Qatar (hereinafter referred to as CLIENT).

WITNESSETH THAT:

WHEREAS CLIENT desires to have certain SERVICES performed as hereinafter specified.

WHEREAS CONTRACTOR represents that he possesses the necessary technical know-how, equipment personnel, premises and capability to carry out such SERVICES and is willing to provide such SERVICES to CLIENT as per their requirement and for the purpose intended on the terms and conditions hereinafter contained.

Now therefore, In consideration of the mutual covenants contained herein, CLIENT and CONTRACTOR agree as follows:

1. The CLIENT has accepted an agreement from CONTRACTOR for the following:
Providing Vehicles based on, On-Call Basis
2. The following documents attached hereto, shall be deemed to form and be read and construed as part of the CONTRACT.

Contract No. MOW/TAMU/CO/01012016

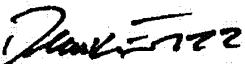
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Appendix A : General Conditions of Contract
Appendix B : Buses Type and list of prices

3. In consideration of the CONTRACTOR carrying out the SERVICES specified under the CONTRACT, the CLIENT shall pay CONTRACTOR the CONTRACT price, as detailed in APPENDIX B – Compensation and Payment, as per the stipulations contained therein.
4. The CONTRACTOR shall perform, under his full responsibility, the SERVICES requested by CLIENT during the period as specified under the CONTRACT.
5. Payment: The total price for this CONTRACT is **accumulated based on the CLIENT consumption/use of buses/vehicles**. CONTRACTOR shall be entitled to Invoice CLIENT, in accordance with the attached Appendix B.
6. All terms used herein which are defined in the Conditions of CONTRACT shall have the meaning ascribed to them in the other Attachments, except where the context otherwise requires.


In witness whereof the duly authorized representative of the parties have executed this CONTRACT as of the day and year first above written.

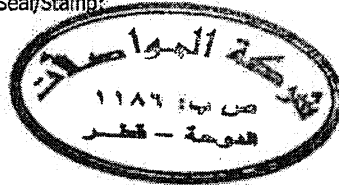
For :TEXAS A&M UNIVERSITY
[CLIENT]

Signed: 
Name: Dean K. Endler 28 Jan 2016
Position: Executive Director, Procurement
Seal/Stamp:



For MOWASALAT
[CONTRACTOR]

Signed: 
Name: Nasser Al Khanji
Position: Executive Director – Support Services
Seal/Stamp:



Contract No. MOW/TAMU/CO/01012016

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AB



APPENDIX A
General Conditions of Contract

Art (1)

Period of contract

The CONTRACT shall run from **01.01.2016 to 31.12.2016**. This CONTRACT may be renewed for an additional three (3) years, one (1) year at a time, if mutually agreed upon by both parties.

Art (2)

Responsibilities of the Contractor

During the term of the CONTRACT, **CONTRACTOR** shall:

- (1) Perform such services as specified by the CLIENT in the time and manner given within the CONTRACT.
- (2) Use all necessary skill and expertise in the performance of services under the CONTRACT.
- (3) Ensure that all vehicles and drivers used have adequate and relevant Insurance coverage at all times.
- (4) Notify the client of any problem, and replace vehicles and/or buses in cases of accident.
- (5) Provide fuel and car washing for the vehicles and/or buses.
- (6) Provide maintenance and repair for the vehicles and/or buses.

Responsibilities of the Client

- (1) Subject to the performance by CONTRACTOR and its obligations under the CONTRACT, pay CONTRACTOR the charges in the amount and the time and in the manner specified in the CONTRACT.
- (2) Use the vehicles and/or buses according to the terms of the CONTRACT and prevent its employees or customers or subcontractors from abusing or misusing or destroying the property of CONTRACTOR in any way.
- (3) To the extent permitted by applicable law, the CLIENT will be liable to CONTRACTOR in case of abuse, misuse and uneconomical use, destruction of the property of CONTRACTOR and in those cases CONTRACTOR will have the right to charge the CLIENT for the repair of Vehicles and reserve all its legal rights towards the CLIENT in order to protect its legitimate interest.

Contract No. MOW/TAMU/CO/01012016

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Art (3)

Scope of Services

On the EFFECTIVE DATE of the CONTRACT, CONTRACTOR confirms its ability to perform services as described in the CONTRACT.

Art (4)

Rates and Payment

- (1) Payment. CONTRACTOR shall be entitled to invoice CLIENT, in accordance with the attached Appendix B.
- (2) In case of delay or unsettlement of any payment, CONTRACTOR will have the right to stop the service with prior notification given to the CLIENT.
- (3) One hundred percent (100%) by bank transfer, net thirty (30) days from the date of submission of approved invoice to CLIENT.

Art (5)

General

Both parties shall not be bound by any variation, omission or addition to these conditions unless otherwise mutually agreed upon in writing.

Art (6)

Liability

- (1) To the extent permitted by applicable law, CONTRACTOR'S liability to the CLIENT under the CONTRACT shall be limited to an aggregate of the sums paid to CONTRACTOR by the CLIENT during the term of the CONTRACT.
- (2) Notwithstanding any provision to the contrary, and to the extent permitted by applicable law, nothing in the CONTRACT shall be interpreted as excluding or restricting any liability of the CLIENT for death or personal injury resulting from its negligence or the negligence of its employees or sub-contractors.

Contract No. MOW/TAMU/CO/01012016

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Art (7)

Confidentiality

Both CONTRACTOR & the CLIENT agree that the contents of the CONTRACT and all data, Information letters or other forms of communication supplied or issued pursuant thereto are private and should be kept confidential between them and only be disclosed to a third party to the extent that it is necessary for the purposes contemplated by the CONTRACT or required by law.

Art (8)

Dispute Resolution

Any dispute under the CONTRACT shall be referred for resolution in the first instance to the following representations of the parties.

Mowasalat : Nasser Al Khanji, Executive Director – Support Services
Client : Rex E. Janne, University Contracts Officer

If the representatives of the parties are unable to resolve the dispute within two (2) weeks, the parties should refer to the States courts of Qatar.

Art (9)

Law

The CONTRACT shall be governed and constructed in accordance with the laws of the state of Qatar. If any term of the CONTRACT is held by a court of competent jurisdiction to be invalid or unenforceable, then the CONTRACT including all the remaining terms will remain in full force and effect as if such invalid or unenforceable term had been never been included

Contract No. MOW/TAMU/CO/01012016

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Art (10)

Force Majeure

Nelther Party shall be responsible for any failure or delay in performance of any obligation under this CONTRACT arising from or attributes to acts, events, omissions or accidents beyond its reasonable control relating to the following: fires, floods, war, riots, strikes, labor disputes or unrest, power shortages, or any act of either Party made in compliance with any order of any government authority, and any acts of God, government, economic and/or political conditions in the State of Qatar that can reasonably be considered as preventing the proper performance of a Party's obligation hereunder "Force Majeure". If an event of Force Majeure shall occur, the affected Party shall promptly notify the other Party in writing thereof specifying the details of the event of Force Majeure and use its best efforts to cure and correct such event of Force Majeure. If the Force Majeure continues for a period of two (2) weeks from the date of notification, either Party shall have the right to terminate the CONTRACT without liability.

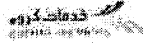
Art (11)

Branding

- (1) Branding will be done exclusively by QMEDIA.
- (2) Only high quality 3M Mactac stickers shall be used.
- (3) Art work to be approved by CONTRACTOR and It should be shared 3 days prior to branding; such approval by CONTRACTOR shall not be unreasonably withheld.
- (4) Branding Schedule to be provided by the CONTRACTOR minimum 48 hours prior.
- (5) Apply best practices, skilled labor for application and removal and upon return of the vehicles should be in the same condition as provided before branding.
- (6) At the time of removal, if any damage is caused to the Vehicle, CONTRACTOR will claim the fixing charges at actuals.

Contract No. MOW/TAMU/CO/01012016

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Art (12)

Termination of the Contract

CONTRACTOR can terminate this CONTRACT at its sole discretion after giving the CLIENT two (2) weeks written notice. CLIENT, on the other hand, can terminate the CONTRACT by providing CONTRACTOR two (2) weeks written notice. In case of a hired vehicle being terminated by the CLIENT less than twenty-four (24-hour) prior to the commencement of service, a payment equivalent to the half of the vehicle day rate will be charged.

Art (13)

Notification Period

Minimum seventy-two (72) hours' notice for use and minimum twenty-four (24) hours for cancellation. Any extra vehicle will be subject to availability.

Art (14)



Change


Any change in vehicle type if it occurs any time during the CONTRACT duration and any change in rate shall be agreed upon by both parties.

Contract No. MOW/TAMU/CO/01012016

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APPENDIX B

QUOTATION						
Quotation Date	01.12.2015					
Customer Name	Texas A&M University at Qatar					
Attention To	Patty Winkler					
Fax/Email	44230011 carol.nader@qatar.tamu.edu					
Service Commencement Date	01.01.2016					
Service End Date	31.12.2016					
Quotation Number	201680					
						
Unit Type	Price Unit	Unit Price	Quantity	Service Duration	SD	Total
BMW 3 Series	EA	480.00	1	12 Month/16 Hour		480.00
BMW 5 series	EA	750.00	1	12 Month/16 Hour		750.00
BMW 7 Series	EA	1,100.00	1	12 Month/16 Hour		1,100.00
Limo Mercedes Vito	EA	1,100.00	1	12 Month/16 Hour		1,100.00
Karwa 41 Seater/12	EA	2,100.00	1	12 Month/8 Hour		2,100.00
Karwa 23 VIP	EA	2,100.00	1	12 Month/8 Hour		2,100.00
TOTAL: QAR SEVEN THOUSAND SIX HUNDRED THIRTY ONLY						7,630.00
Limitation Extra charges	Description	KM Limit Per Day	Hrs Limit Per Day	Friday Rate	Extra KM Rate	Extra Hr Rate
Unit1	BMW 3 Series		16.00			50.00
Unit2	BMW 5 series		16.00			75.00
Unit3	BMW 7 Series		16.00			110.00
Unit4	Limo Mercedes Vito		16.00			110.00
Unit5	Karwa 41 Seater/12		8.00			220.00
Unit6	Karwa 23 VIP		8.00			220.00
Comments: *Call-off basis *Vehicles are subject to availability						


 Prepared By


 Service Manager


 Customer
 Printed from SAP 28 Jan 2016







