

**ARMED FORCES OFFICERS CLUB & HOTEL**

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**فندق ونادي ضباط القوات المسلحة**

ص. ب. ٢٩٨١٠ أبو ظبي - أ.ع.م.  
تليفون : ٠٤ ٤٩٧٣٠٠٥ , ٠٢ ٤٩٧٣٠٠٤ , ٠٢ ٤٤١٥٩٠٠  
فاكس : ٠٢ ٤٤١٦١٢٠  
البريد الإلكتروني: credit@afoc.mil.ae

TRN. 100465822300003

**TAX INVOICE / فاتورة ضريبية**

Original Copy

<b>CUSTOMER ID :</b> 10000254	<b>INVOICE NO :</b> 1000037627
<b>CUSTOMER NAME :</b> TAWAZUN COUNCIL	<b>INVOICE DATE :</b> 20.09.2024
<b>ADDRESS :</b> FINANCE TEAM PO BOX 908 MAMOURA BLDG-11TH FLOOR MUROOR ROAD ABU DHABI-U.A.E	<b>PAGE :</b> 1 of 1 <b>BANK DETAILS:</b> ABU DHABI COMMERCIAL BANK Mushrif Branch, Abu Dhabi A/C NO: 1378-5002-0001 IBAN : AE860030000137850020001
<b>Customer TRN. :</b> 100270983800003	<b>PAYMENT TERMS :</b> 15 Days from invoice date

Date	Ref. No.	Description	Taxable Amount (AED)	Service Charges (Taxable) AED	Other Taxes (Non VAT) AED	VAT @	VAT Amount (AED)	Amount (Inclusive of Taxes) AED
17.09.2024	24073537	01 HALL RENTAL @ AED 605.00	489.88	48.99	39.19	5 %	26.94	605.00
18.09.2024	24073538	01 HALL RENTAL @ AED 605.00	489.88	48.99	39.19	5 %	26.94	605.00
<b>ONE THOUSAND TWO HUNDRED TEN DIRHAMS ONLY.</b>								<b>1,210.00</b>

<b>Total Amount (VAT-Based)</b>	<b>1,077.74</b>
<b>VAT Amount</b>	<b>53.88</b>
<b>Other Taxes (Non-VAT)</b>	<b>78.38</b>
<b>Total Amount (Including All Taxes)</b>	<b>1,210.00</b>

Remarks : PO-11769



CREDIT MANAGER / مدير الحسابات الائتمانية

تعتبر الفاتورة المقدمة صحيحة في حال إشعار النادي عن أي اختلاف في البيانات خلال مدة أقصاها أربعة أيام، من تاريخ استلام الفاتورة بالتحويل رقم ٣٠٠٦

INVOICES PRESENTED ARE PRESUMED TO BE ACCURATE UNLESS THE CLUB IS NOTIFIED OF ANY DISCREPANCIES WITHIN 4 DAYS OF INVOICE SUBMISSION TO EXT. NO 3006

# Purchase Order



Type  
Order No.  
Order Date  
Issued By  
Quotation Reference No.  
Quotation Date

Standard Purchase Order  
11769  
19-SEP-2024 10:02:39  
Khader Mohammed

Supplier : Armed Forces Officers Club Hotel  
Address : Abu Dhabi , Abu Dhabi, United Arab Emirates

Bill To: Tawazun Council  
Finance Team  
Post Box 908  
Mamoura Building, 11th Floor  
Muroor road, Abu Dhabi  
United Arab Emirates

**Subject: LPO 11769 - Engineering team meeting hall for 17 & 18 sep 2024 - PR 16906**

Line	Description	UOM	Delivery Date	Quantity	Unit Price(AED)	Amount (AED)
1	Meeting hall 17 Sep & 18 Sep 2024 (AED605 per day) on Erth for 15person	Each	07-OCT-24	1	1,077.73	<b>1,077.73</b>
2	Non-Taxable charges for Hotel and Entertainment Sector (Tourism fees, Municipality fees, etc.)	Each	07-OCT-24	1	78.38	<b>78.38</b>
<b>Amount in Words (AED): ONE THOUSAND TWO HUNDRED TEN AND ZERO</b>					<b>Sub Total</b>	<b>1,156.11</b>
					<b>Discount</b>	<b>0.00</b>
					<b>Net Amount after Discount</b>	<b>1,156.11</b>
					<b>VAT</b>	<b>53.89</b>
					<b>Total Amount</b>	<b>1,210.00</b>

<b>Delivery Location</b>
Tawazun - Mamoura Building 101, Mamoura Building United Arab Emirates

<b>Delivery Instructions</b>

## General Terms and Conditions:

### NOTE:

Any additional costs or expenses in relation to the items mentioned in this PURCHASE ORDER shall only be paid if agreed by Tawazun Council in writing. For the avoidance of doubt this may include additional costs or expenses in respect of Variations if previously agreed by Tawazun Council in writing.

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## DEFINITIONS

Goods means those items described in this order and to which this order relates and includes all accessories, and constituent parts thereof

LPO abbreviation of Local Purchase Order means this written instruction sent from Tawazun Council to the Supplier notifying the Supplier of the required Goods and terms and conditions in which the Goods must be supplied

Supplier means the legal entity to whom this LPO is addressed

## STANDARD TERMS AND CONDITIONS

- 1- Tawazun Council herewith offers to purchase the Goods and/or Services (the Goods) specified on the first page of this PO from the Supplier.
- 2- Except in the event of an applicable contract having been signed prior to the issuance of this PO between Tawazun Council and the Supplier in which case the terms of such contract will apply to the purchase of the Goods instead of these standard terms and conditions (STC), the STC s set out below and any attachments shall govern the purchase of any Goods hereunder.
- 3- Any amendment of this PO shall not be binding on Tawazun Council unless in writing, expressed to amend this PO and signed by an authorised representative of Tawazun Council. This PO, including any attachments, forms the complete agreement between Tawazun Council and the Supplier in respect of the Goods and supersedes all prior understandings and communications to the extent that it contradicts with the terms and conditions of this PO. In the event of any variation or contradiction between the terms and conditions set out in the Suppliers quotation and this PO, the terms and conditions of this PO (specifically these STC s) shall prevail.
- 4- The Fees for any Goods and Services shall be the total amount stated in this PO. The Supplier shall undertake payment of all other costs and expenses in relation to the Goods or Services (including but not limited to transportation, labour, packing and insurance as well as taxes, duties, stamps and fees in the Supplier s country) including any in excess of the total Fees.
- 5- Any discrepancy or ambiguity in the description or quantities stated in this PO shall immediately be notified in writing to Tawazun Council for further decision and instructions upon receipt of this PO.
- 6- Should the Supplier be unable to comply with the terms of this PO, the Supplier must notify Tawazun Council of the Supplier s inability to do so within maximum time period of 3 (three) days after receipt of this PO. Failure to do so shall be deemed as confirmation of acceptance of the terms of this PO by the Supplier.
- 7- Unless agreed otherwise, the Supplier must procure to make all necessary arrangements for the transportation of any Goods to the delivery location as stated in this PO and bear all associated costs of transportation.
- 8- Unless agreed between the Parties to the contrary on the first page of this PO, delivery will be done according to DDP (Abu Dhabi) Incoterms 2010.
- 9- Good to be supplied by the Supplier must at all times be of the highest quality and in accordance with the specifications and fit the purpose for which the Goods were bought. Tawazun Council reserves the right to have all Goods tested either before or after delivery. Any expense so incurred shall be for the Supplier s account if the Goods are found to be defective.
- 10- The Supplier shall perform the Services in accordance with: (i) the terms and conditions of this PO, with care, skill and diligence and good industry practice; (ii) all applicable laws, statutes, regulations and codes; and (iii) all applicable

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rules and regulations at Tawazun Council s site including those relating to health, safety and security at the premises where the Services are performed. The Supplier s personnel shall have the necessary skill and experience which would be reasonably expected of a skilled and experienced person engaged in carrying out the Services.

11- Delivery of any Goods and Services to Tawazun Council shall be in accordance with the time specified in this PO. Failure to do so shall entitle Tawazun Council to cancel this PO and claim damages. Time is therefore of the essence.

12- Tawazun Council may, at its sole discretion and at no extra cost to Tawazun Council, notify the Supplier in writing of any changes to the delivery location, date, and time for delivery, in writing at least 1 (one) day prior to the actual date of delivery

13- All packaging must be according to any specifications and/or drawings referred to and as a minimum in accordance with good commercial practice to ensure delivery of the Goods in an undamaged condition. Any loss or damage due to faulty packaging shall be the responsibility of the Supplier. The Supplier shall ensure that the delivery note accompanying every consignment of Goods contains at least the following information: (a) this PO number; (b) the Supplier s reference numbers and part numbers in respect of the Goods; and (c) the quantities of Goods comprising the consignment and the packing list.

14- As per the terms of payment stated in this PO, payments will be made in UAE Dirhams unless another currency is expressed in this PO within 30 days of receipt of an original invoice (in a form acceptable to Tawazun Council) that must be delivered within 1 (one) week after delivery of the Goods and/or completion of the Services to Tawazun Council s satisfaction to Tawazun Council s Finance Department, referencing the number of this PO. If the amount stated in this PO is in a foreign currency, the payments due under this PO in UAE Dirhams will be calculated at the exchange rate as at the date of this PO.

15- Ownership and risk shall remain with the Supplier until delivery and acceptance of the Goods by Tawazun Council.

16- The Supplier shall remedy any failure to properly and fully provide the Services as soon as possible.

17- Goods that are damaged or defective and that are not accepted by Tawazun Council on delivery must be replaced by the Supplier within a maximum period of (10) ten days. Such damaged or defective Goods remain the property of the Supplier and the Supplier will be liable for any damages and/or costs associated with the storage or transportation thereof.

18- Goods that are not damaged or defective are subject to inspection and rejection by Tawazun Council up to 30 (thirty) days from the time of delivery (Inspection Period). If Tawazun Council rejects the Goods, Tawazun Council will notify the Supplier of such rejection within that Inspection Period and the Supplier will be required to collect the rejected Goods from Tawazun Council and provide repaired or replacement Goods within a maximum period of 10 (ten) days of receiving a notice of rejection.

19- If any Goods are rejected by Tawazun Council, the Supplier shall arrange for repair (or replacement) of the rejected items as set out in this PO free of charge (including freight charges) along with the payment of any penalty charges for late delivery imposed with effect from the delivery date and until the date of repair or replacement. Rejected Goods shall be held at the expense and risk of the Supplier. Failure to collect the Goods will result in the Goods being returned to the Supplier (or destroyed) at the Supplier s expense.

20- Notwithstanding the foregoing or anything contained in this PO, the Supplier shall be liable to Tawazun Council for all damages that may be sustained by Tawazun Council or any third party as a result of any defect in any Goods or failure to properly and promptly deliver the Goods or perform the Services or any other breach of the Supplier s

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obligations or of the terms of this PO, or as a result of any negligent act, omission or wilful misconduct in performance by the Supplier, Supplier employees, agents or sub-contractors of its obligations under this PO.

21- The Supplier warrants that the Goods and Services provided do not infringe any intellectual property rights of any third party and hereby agrees to indemnify Tawazun Council against all damages, losses or costs suffered by Tawazun Council as a result of any such breach. Should Tawazun Council receive notice of or become aware that any Goods or Services infringe any intellectual property right, Tawazun Council has the right to terminate the PO.

22- In addition to the normal warranty of the manufacturer of the Goods, the Supplier warrants the Goods for 12 months from the date of delivery to Tawazun Council and shall indemnify Tawazun Council against defects of material, design, size, dimensions, material and workmanship. The Supplier shall repair, modify, alter or replace all non-conforming Goods free of charge within a maximum period of 10 (ten) days of receiving a notice of non-conformity from Tawazun Council.

23- The Supplier shall remedy any failure to properly and fully provide the Services as soon as possible.

24- The Supplier undertakes to Tawazun Council and for the benefit of each of Tawazun Councils affiliates (who shall be entitled to enforce the terms of this Clause) to keep strictly confidential, hold in trust and protect all information of whatever nature which is disclosed or made available to it about Tawazun Council or any of its affiliates or their business or operations unless already in the public domain through no fault of the Supplier.

25- Tawazun Council has the right at any time to terminate this PO upon giving 5 (five) days notice to the Supplier. The termination of this PO shall be without prejudice to the rights and obligations of the parties accrued prior to the date of termination, including Tawazun Council's right to receive any Goods or Services from orders placed prior to the date of termination.

26- The Supplier shall promptly obtain the necessary licences and permissions from any authorities to export the Goods and supply the Services.

27- Tawazun Council shall provide the Supplier with End User Certificates and import licenses as required.

28- If the Supplier delivers any shipment later than the last date of delivery specified, a penalty for late delivery shall be applied at a rate of 1% (one percent) of the value of this PO for the first week or part thereof. The penalty thereafter shall increase to 2% (two percent) per week for each subsequent week or part thereof, up to a maximum of 10% (ten percent) of the value of this PO.

29- If the Supplier is in breach of any of its obligations under this PO and fails to remedy such within 3 (three) days of written notice thereto from Tawazun Council, Tawazun Council may, in addition to and without prejudice to any other right or remedy available to it, terminate this PO. In such event the Supplier shall be liable for a penalty payment equal to 10% (ten per cent) of the total Fees for the Goods and Services under this PO.

30- The Supplier (and all of its employees, agents, contractors and/or subcontractors) undertake not to disclose to any third party any information whatsoever concerning matters, such as but not limited to Tawazun Council's information relating to any equipment, operations, processes, technologies, human resources, financial or legal affairs. This obligation shall survive the termination or expiry of this PO.

31- Failure by Tawazun Council to enforce any of its rights shall not be deemed a variation or a waiver and shall not prevent Tawazun Council from enforcing such rights at a later date.

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32- This PO shall be governed by and be interpreted in accordance with the laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi.

33- Any disputes arising in relation to this PO will be resolved amicably. However, if such dispute cannot be resolved amicably, all disputes arising from the interpretation; implementation or termination hereof shall be conclusively settled via arbitration in accordance with the provisions on arbitration provided in the Abu Dhabi Commercial Conciliation and Arbitration Centres (ADCCAC) Procedural Regulations and through an arbitration tribunal comprising one arbitrator. The seat of arbitration shall be in the Emirate of Abu Dhabi, (to be conducted in the English language) and shall be concluded within a maximum timeframe of 30 (thirty) days from date of the first hearing.

34- Should the Supplier become insolvent or make any arrangement with its creditors, Tawazun Council shall, without prejudice to any other right that it may have in law, be entitled to terminate this PO immediately by notice in writing or claim specific performance by the Supplier of its obligations under this PO.

35- Should the Supplier or anyone acting for or on behalf of the Supplier pay, give or lend, or offer to pay, give or lend any money or other valuable consideration to Tawazun Council or anyone in the employment of Tawazun Council or anyone in the employment of Tawazun Council or his family (whether in the form of a commission, gratuity, loan, entertainment, personal services, favours, discounts and any other preferential treatment of any kind, or otherwise), then Tawazun Council shall be entitled to summarily cancel this PO without having to make any further payment to the Supplier.

36- The Supplier acknowledges that if it or any of its employees, officers, agents or subcontractors are aware of, or become aware of, unethical or inappropriate acts, events, behaviour or practices (the Event), the Supplier is responsible for, and is required to, report the Event to Tawazun Council in accordance with Tawazun Council s Code of Ethics and Anti - Fraud Framework Policy. The Supplier hereby acknowledges that it can visit <https://ethicsline.tawazun.ae> to obtain copies of Tawazun Council s Code of Ethics and Anti - Fraud Framework Policy and more information on how to report an Event.

37- The Supplier undertakes to obtain and maintain at its own expense, a policy or policies of insurance (including professional indemnity insurance and general liability insurance, unless otherwise agreed) with reputable insurers, valid and enforceable in each of the jurisdictions in which it is providing the Services and any Goods, insuring the Supplier against potential liabilities under or in relation to this PO, to an extent and to limits that would be reasonably expected under the standards of good industry practice and applicable laws.

38- The Supplier s performance of this PO is considered confirmation of acceptance to the terms and conditions of this PO.

39- The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this PO without the prior written consent of Tawazun Council.

40- Nothing in the PO is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

For and on behalf of TAWAZUN COUNCIL:

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**Procurement and Contracts Operations Manager**

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