



## Organization for Security and Co-operation in Europe

OSCE OFFICE IN BAKU

THE LANDMARK III

96 NIZAMI STREET, AZ -1010 BAKU

AZERBAIJAN

11 March 2008

TO:  
Attn:  
Address:  
FROM: Sandra Milosavljevic  
Chief, Administration and Finance  
PAGES: 9 (including this cover page) and 15 pages Form of Contract  
SUBJECT: **Invitation to Bid No. 02/2008**  
**Provision of Translation and Interpretation Services**

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Dear Sir/Madam,

The Organization for Security and Co-operation in Europe (OSCE) is an international organization with fifty-six (56) participating States, almost four thousand (4,000) staff and mission members and 19 field activities and five specialized institutions. It is involved in a wide range of security, democratization and conflict prevention activities in Europe, Caucasus and Central Asia. The OSCE is a regional security arrangement in the sense of Article VIII of the United Nations Charter. The OSCE Office in Baku is an OSCE entity with full diplomatic status in Azerbaijan. More information about the OSCE can be obtained from the Organization's web-site at <http://www.osce.org>.

You are hereby invited to submit a bid for the provision of Translation and interpretation services for conferences, meetings, and assemblies whatsoever arranged by or through the OSCE in accordance with the attached Terms of Reference (Section B).

In order to enable you to prepare and submit your bid the following documents are attached and form an integral part of the bidding documents:

1. Instructions to Bidders (Section A)
2. Terms of Reference (Section B)
3. Proposal Submission Form (Section C)
4. Form of Contract (Section D)

Bids must be received by the OSCE **in accordance with Instructions to Bidders** (Section A) at the address given below on or before the following deadline: **April 11<sup>th</sup> 2008 at 12:00 hrs CET+3.**

The address for the submission of bids is:

**Organisation for Security and Co-operation in Europe, Office in Baku (OSCE)**  
**Attn: Chief Administration and Finance Department**  
**The Landmark III, 96 Nizami St., AZ 1010 Baku, Azerbaijan**

Bids sent by e-mail and fax will not be accepted.

The OSCE reserves the right to accept or reject any or all bids and/or to annul the solicitation process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the reasons for such decision.

Please submit your queries or questions in writing at the address specified herein and kindly refrain from any telephone calls or personal visits.

Yours faithfully,

Sandra Milosavljevic  
Chief of Fund Administration

## SECTION A

### INSTRUCTIONS TO BIDDERS

#### I. GENERAL

##### 1. Purpose of Invitation to Bid (ITB)

The purpose of this ITB is to enter into one or several contract(s) for the purposes of providing Translation and Interpretation services in support of OSCE's conferences in accordance with the Terms of Reference attached hereto (Section B).

##### 2. OSCE Privileges and Immunities

Nothing in or relating to this ITB shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the OSCE.

##### 3. Communications Outside Specified Channels

All communications relating to this procurement activity shall be channeled through the designated OSCE staff member herein after referred to as "OSCE Technical Contact Person"

Mr. Azer Bayramov  
Administrative Assistant  
Organization for Security and Co-operation  
in Europe (OSCE)

Tel: +994 12 4972373  
Fax: +994 12 4972377  
E-mail: azer.bayramov@osce.org

Bidders are reminded that any attempt to circumvent the processes laid out in these bidding documents or to attempt to engage in contacts with any OSCE staff in any way not in compliance with the provisions in these bidding documents may lead to their disqualification.

##### 4. Requests of Clarification on Bidding Documents

A Bidder requiring any clarification to any contents of these bidding documents may notify the OSCE in writing, e.g. by email or facsimile, to the following address:

Organisation for Security and Co-operation in Europe, Office in Baku (OSCE)  
The Landmark III, 96 Nizami St., AZ 1010 Baku, Azerbaijan

Attn: Mr. Azer Bayramov, Administrative Assistant  
E-mail: azer.bayramov@osce.org

Fax: +994 12 4972377

The OSCE will respond in writing to any request for clarification received not later than five calendar days prior to the deadline for submission of bids. Written copies of the OSCE's response (including an explanation of the query, but without identifying the source of inquiry) will be sent to all Bidders. The OSCE may, without reservation, refuse to answer specific queries.

##### 5. Amendments to Bidding Documents

The OSCE may at its own discretion and for any reason modify the bidding documents by written amendment at any time prior to the deadline for bid submission.

All Bidders, who have confirmed their interest to participate in this bidding process, will be notified in writing of any amendment to the bidding documents.

Should the OSCE consider that due to an amendment the time required for preparing the bids is not sufficient, it may at its discretion extend the deadline for submission of bids.

**6. The OSCE's Right to Reject any or All Bids**

The OSCE reserves the right to accept or reject any or all bids, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the reasons for the OSCE's action.

**II. PREPARATION OF BIDS**

**7. Cost of Preparation of Bids**

The Bidder shall bear all costs associated with the preparation and submission of its bid. The OSCE will under no circumstances be responsible or liable for these costs (either entirely or partially).

**8. Bid Validity**

The Bid should remain valid for a period of thirty (30) Days after the prescribed deadline for submission of bids. A bid valid for a shorter period may be rejected by the OSCE on the grounds that it is non-responsive.

In exceptional circumstances, the OSCE may request the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in a written form.

**9. Language of Bids**

The Bid and all correspondence and documents relating to the bidding process and exchanged between the bidder and the OSCE must be submitted in English.

**10. Format and Signing of Bids**

The Bid shall be typed or written in indelible ink and shall be signed by a duly authorized person.

The Bid should contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections should be initialed by the authorized person signing the Bid.

**11. Content of Bid**

The Bid should address the requirements of the bidding documents in their entirety. The Bidder is expected to examine and study the Terms of Reference and all terms and instructions included in the bidding documents. Failure to provide all requested information is at the Bidder's risk and may result in rejection of its Bid.

The OSCE reserves the right to determine as invalid or unacceptable any Bid, which is not clear, which admits to more than one interpretation or which is incomplete.

The Bid will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder(s).

The Bidders may opt to submit the Bid in either of both ways as follows:

### **III. SUBMISSION OF BIDS**

#### **12. Submission of Bids**

The Bidder should submit one original bid. The bid should be submitted in an envelope indicating "ORIGINAL".

The original of the bid shall be sealed in an outer envelope bearing the Bidder's name, the ITB number and the address.

The completed bid shall be delivered on or before the deadline for submission of bids which is **April 11<sup>th</sup> 2008 at 12:00 hrs (CET+3)**.

Bids received after the deadline for submission of bids, or not complying with any of the conditions for submission, may be rejected.

### **IV. MODIFICATION AND WITHDRAWAL OF BIDS**

#### **13. Modification and Withdrawal of Bids**

The Bidder may modify or withdraw its bid after it has been submitted, provided that written notice of the modification including substitution or withdrawal of the bid is received by the OSCE prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB clause 13, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**," as appropriate.

No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the 'Bid Submission Form'.

### **V. EVALUATION OF BIDS**

#### **14. Evaluation**

The OSCE will examine whether the bids are substantially responsive to the requirements outlined in these bidding documents, in particular the requirements contained in ITB clause 10 herein.

#### **15. Clarification of Bids**

To assist in the examination and evaluation of bids, the OSCE may at its discretion ask any Bidder for clarification of its bid. The request for clarification and the response shall be in writing.

### **VI. AWARD OF CONTRACT**

#### **16. Award of Contract**

The OSCE will thereafter evaluate and compare Bids, which have been determined to be substantially responsive. The OSCE will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

#### **17. The OSCE's Right to Vary Requirements at the Time of Award**

The OSCE reserves the right, at the time of award of contract, to vary the quantity and scope of services required in these bidding documents.

#### **18. Form of Contract**

The Form of Contract (Section D) shall apply to any contract(s) awarded as a result of this invitation to bid.

## SECTION B

### OUTLINE TERMS OF REFERENCE

for the

#### **Provision of Translation and Interpretation Services**

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The OSCE intends to establish a local contract with qualified and competent providers of Translation and Interpretation Services related to conferences, meetings, assemblies whatsoever arranged by or through the OSCE within Azerbaijan.

The OSCE plans to identify one or several providers of such Translation and Interpretation Services which provide such services which best suit the OSCE's operational requirements providing at the same time flexibility to adapt to changes all at competitive cost levels.

The interpreter shall remain during the entire duration of such conferences. The OSCE declines any liability for functioning, damages or loss for any of his/her equipment.

The usual structure and size of conferences or meetings can be described as follows:

Type of conferences / meetings:	Round Table Discussions, Lecture type of conferences with working group type meetings.
Location:	Meeting room(s) in OSCE's premises or rented conference rooms in any hotel
Estimated number of participants per conference :	From <u>15</u> to <u>150</u>
Languages:	Azerbaijani, English and other languages as appropriate.
Multi-language Service:	Yes
Translation Service Terminology:	Legal, Judicial Reform, Corruption, Trafficking, Economic and Environment, Human Rights and Rule of Law, Community and Border Policing, Media Affairs and legislation, Press and public Information, Political, Regional Cooperation.

The service provider shall operate autonomously without any technical interference from the OSCE.

Please note that the proposed contract(s) will not constitute an obligation for the OSCE to receive the services described herein from the contracted service provider(s). The OSCE reserves the right to engage also services of that nature also from other service providers at its discretion.

## **SECTION C**

### **BID SUBMISSION**

For the submission of a bid, the Bidder should fill out the price table hereunder.

Additionally the Bidder should provide in his/her Bid the following information:

- (i) A detailed description of the Services.
- (ii) Outline of previous experience in providing such translation and interpretation services to international and other organizations.
- (iii) Cancellation policy. Please confirm that cancellations, in excess of 72 hours notice, should not incur any penalty.
- (iv) Confirmation of the bidder's ability to provide one or more qualified interpreters capable of operating under conference conditions.
- (v) The Bidder should indicate if there are able, and willing, to provide sufficient interpreters for the number of conference as required by the OSCE and as defined herein.
- (vi) Provide list of translators and interpreters that will be available to the OSCE. The CV of each translator and interpreter should be included.
- (vii) Confirmation that the translators and interpreters are capable of performing their duty taking into account the requirements.

**More details on scope of services for the provision of translation and interpretation services can be found in the Form of Contract, Section E herein after.**

<b>Bidder's Name</b>
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**PRICE RESPONSE FORM**

The Bidders are requested to quote all-inclusive prices for services as follows:

<b>Translation services</b>	<b>Requirements</b>	<b>Price (EURO)</b>
Translation Azerbaijani to foreign language *	1 page	
Translation from foreign language into Azerbaijani	1 page	
Translation foreign language to foreign language	1 page	
Consecutive interpretation Azerbaijani - foreign language	1 hour / 1 day	
Consecutive interpretation foreign language - Azerbaijani	1 hour / 1 day	
Consecutive interpretation foreign - foreign language	1 hour / 1 day	
Simultaneous interpretation Azerbaijani - foreign language	1 hour / 1 day	
Simultaneous interpretation foreign language - Azerbaijani	1 hour / 1 day	
Simultaneous interpretation foreign - foreign language	1 hour / 1 day	
Number of Characters in final translation	Per page (typed)	

**\* If prices differ for various languages, please state each language separately**



## SECTION D

### PROPOSAL SUBMISSION FORM

[ *Date* ]

To: Organization for Security and Co-operation in Europe  
Office in Baku (OSCE)  
The Landmark III, 96 Nizami St.,  
AZ 1010 Baku, Azerbaijan  
Attn: Chief of Fund Administration

Dear Sir:

We, the undersigned, offer to provide the services in accordance with your Invitation to Bid  
No dated [*Date*] and our Proposal.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours Sincerely,

*Authorized Signature:*  
*Name and Title of Signatory:*  
*Name of Firm:*  
*Address:*

**SECTION E**

**Form of Contract**

between the

**ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE**

**Office in Baku**

**(OSCE)**

**and**

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**for the**

**Provision of Translation and Interpretation Services**

*This contract comprises this cover page, two (2) pages of a table of contents, eleven (12) pages of text*

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THIS CONTRACT is made between

The ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE, Office in Baku, located at The Landmark III, 96 Nizami St., AZ 1010 Baku, Azerbaijan (hereinafter referred to as “the OSCE”) of the first part

and

\_\_\_\_\_ (herein after referred to as "the Contractor"), of the second part

and jointly referred to as the “Parties”,

#### WHEREAS

- ☐ The OSCE has sought to engage a contractor to provide translation and interpretation services for OSCE's conference and meetings within Azerbaijan;
- ☐ With this aim, the OSCE has issued a Invitation to Bid (hereafter referred to as “ITB”) No 02/2008, dated 11 March 2008 soliciting from potential providers of such services with particular experience in operating during conferences offers for a competitive bidding;
- ☐ The Contractor has submitted a bid dated \_\_\_\_\_2008 in response to the ITB No. 02 /2008;
- ☐ The Contractor confirms to be authorised to provide such services for the purpose of the OSCE as described in this Contract and to be able to provide technical knowledge, personnel and facilities to perform the Service(s) and being ready, willing and able to execute this Contract;
- ☐ Due to its operational needs the OSCE may, at its discretion, use at any time translation services related to it from other service providers. The OSCE shall not be committed to any minimum level of business with any service provider.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

## **1. GENERAL PROVISIONS**

### **2.1. Definitions**

In the Contract, as defined below, the words and expressions shall have the following meanings assigned to them, except where the context requires otherwise:

- “Contract” means this Contract.
- “Contractor” means the natural or legal person named under “Contractor” and its legal successor in title.
- “Day” means any calendar day.
- "Equipment" means any equipment that the contractor may use to assist him/her or described herein and including any of its installation material, consumable, if any, required to operate as a translator, including but not limited to cables, stands, audio devices, control boards and the like.
- “Force Majeure” means an exceptional event or circumstance, which is beyond a Party’s control; which such Party could not have reasonably provided against before entering into the Services Agreement; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party, such as but not limited to acts of God, changes in laws or regulations, acts of a public enemy, civil disturbance, explosions and any other similar cause of equivalent force.
- “Purchase Order/Release” means the formal order document, issued by the OSCE and submitted to the Contractor by fax or e-mail, constituting OSCE's firm order for provision of the services as described in such Purchase Order / Release;
- "Scope of Services" means the document attached hereto as Terms of Reference, giving the definition and specific description of Services, as well as requirements and/or objectives in respect of the provision of the Services, specifying, where appropriate, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

“Service” means the provision of all translation and interpretation services including but not limited to transportation, installation, testing, operation, supervision, demobilisation, maintenance and insurance of any equipment and any other services related to its operation.

“Week(s)” means calendar weeks from Monday 00:00h through Sunday 23:59h

## **2. COMMENCEMENT, DURATION AND TERMINATION**

### **2.1. Entry into Effect of the Contract**

This Contract shall become effective upon signing hereof by both Parties.

### **2.2. Duration**

Unless terminated earlier pursuant to the provisions of clause 2.3, the Contract shall expire on 31 December 2008. Subject to the Contractor’s satisfactory performance and the mutual agreement between the Parties in writing the Parties may extend the duration to up to three consecutive years to be mutually agreed upon between the Parties by amending the Contract, considering the option of a further discount of the rates and prices upon such amendment of extension.

### **2.3. Termination**

The OSCE may terminate this Contract in whole or in part upon serving one (1) months notice to the Contractor. The notice shall be in writing and sent to the Contractor by registered mail.

## **3. FUNDING**

Notwithstanding sub-clauses 2.2 and 2.3 herein this Contract shall only become effective and remain effective upon the duly issuance by the Secretary General of the OSCE of a provisional budget Allotment or an Allotment, as the case may be, pertaining to the scope of this Contract and to a time period consistent with the effective period of this Contract.

## **4. OBJECTIVE**

The objective and purpose of this Contract is to establish terms and conditions for the provision of translation and interpretation services for conferences and/or meetings arranged by or through the OSCE. This Contract provides the OSCE with the right, but not the obligation, to

issue a Purchase Order/Release on an 'as and when required' and on a non-exclusive basis, for the purposes of providing translation and interpretation services in accordance with the terms and conditions of this Contract.

## **5. STANDARDS OF PERFORMANCE**

The Contractor accepts the relationship of trust and confidence established between the Contractor and the OSCE by this Contract. The Contractor shall furnish the highest skill and judgement and co-operate with the OSCE and its agents in best furthering the interests of the OSCE in accordance with high standards of workmanship in this business. The Contractor shall furnish efficient business administration and supervision. The Contractor shall perform the work in the best way and in the most expeditious and economical manner consistent with the interests of the OSCE.

## **6. CONTRACTOR'S OBLIGATIONS**

The Contractor shall provide the OSCE with Services, as specified herein, and shall operate any Equipment during conferences upon receipt of a relevant Purchase Order / Release within the time period as specified therein.

The Contractor shall provide such services including delivery, installation, mobilisation, operation and technical supervision of any equipment he/she requires during the conferences. Allow for its demobilisation and return which best suit the OSCE's operational requirements providing at the same time flexibility to adapt, upon operational needs and mutual agreement between the Parties to changes.

Any such equipment shall remain during the entire duration of such conferences under the supervision and custody of the Contractor. The OSCE declines any liability for functioning, damages or loss of any of his/her equipment.

The Contractor shall operate any such equipment he/she requires and ensure its installation autonomously without any technical interference from the OSCE

## **7. PRICES**

The OSCE shall pay the Contractor, for the full performance of its obligations under this Contract for the provision of the Services related to its operation the prices as defined in Price response form attached hereto



## **8. PAYMENT**

### **8.1. Invoices**

The Contractor shall submit to the OSCE against any Purchase Order / Release an invoice containing this Contract number, Purchase Order / Release number place of delivery. The invoices shall be issued in one (1) original and two (2) copies, reflecting banking instructions, i.e. name and address of the bank, account number and sort code number for payment by electronic transfer to the following address:

OSCE Office in Baku  
Finance Section  
The Landmark III, 96 Nizami St.,  
AZ 1010 Baku, Azerbaijan

### **8.2. Terms of Payment**

The terms of payment shall be 100% of the amount stated in the Purchase Order / Release within thirty (30) days after:

- (a) Receipt and acceptance of the Services by the OSCE;
- (b) Receipt of an original invoice by the OSCE pursuant to sub-clause 8.1.

### **8.3. Mode of Payments**

Payment shall be made by the OSCE on the basis of invoices submitted pursuant to sub-clause 8.1 by electronic bank transfer to the following bank account of the Contractor:

Account of:  
Account number:  
Bank name:  
Bank Address:  
Bankcode:

### **8.4. Withholding of Payments**

The OSCE may withhold payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval thereto given, to such an extent as may be necessary to protect the OSCE from loss under this Contract on account of:

- (a) The Contractor's failure to deliver the Services under terms and conditions of this Contract except in cases of Force Majeure;
- (b) In the case of damage claims raised to the Contractor or prepared to be raised by the OSCE;
- (c) Breach of Contract by the Contractor.

The withholding of payment by the OSCE shall not relieve the Contractor's from continuing performance under this Contract. The OSCE shall inform the Contractor in writing of its intent to withhold payment. No interest shall accrue on payments withheld by the OSCE in application of the stipulations of this clause.

#### **8.5. Currency**

The currency in invoices and for payments shall be AZN.

### **9. DEFAULT**

#### **9.1. Hold in Default**

In case the Contractor fails to fulfil the obligations in execution of this Contract, the OSCE shall give written notification of the nature of the failure(s).

The Contractor shall remedy the failure(s) within one (1) day of having been duly notified by the OSCE. In case the Contractor has not succeeded to remedy the failures within the given time frame the OSCE may, at its discretion hold the Contractor in default pursuant to this provision.

#### **9.2. Remedying Default(s)**

In the case the Contractor should fail to remedy such failures pursuant to sub-clause 9.1. The OSCE shall have the right to seek remedy of the Contractor's expense of that or those part(s) of the Contract, for which the Contractor is in default. In such case the Contractor shall be hold responsible for any reasonable costs, which the OSCE has incurred in order to remedy the failure(s), including but not limited to such costs which are incurred by the OSCE over and above the originally agreed prices as stipulated herein before.

### **9.3. Termination for Reasons of Default**

In the event that the Contractor is not able to provide the service after agreeing terms of the contract, the Contractor shall notify the employer no later than 5 (five) days before the scheduled event of its inability to supply the service. If the Contractor fails to notify the employer, the contract will be cancelled.

### **9.4. Suspension of Default**

The OSCE may not hold the Contractor in default in the case when the Parties have raised an Arbitration in case of which the Supply shall be deemed to have been suspended pending award of the Arbitration.

## **10. INSURANCE**

The Contractor shall provide and maintain insurance for an appropriate amount against public or third party liabilities for bodily injury, death or property damage arising from any operations carried out by the Contractor in execution of this Contract.

## **11. TAXES AND DUTIES**

The Contractor's price shall reflect any tax exemption to which the OSCE is entitled by reason of the privileges that it enjoys in Azerbaijan. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the OSCE shall deduct the amount from the price specified in the Contract. Payment of such corrected amount shall constitute full payment by the OSCE. In the event that any taxing authority refuses to recognise exemption from such taxes, the Contractor shall immediately consult with the OSCE to determine a mutually acceptable procedure for settling the amount involved.

## **12. PERMITS AND FEES**

Unless stipulated otherwise in this Contract, the Contractor shall secure all permits and governmental fees, licences and inspections necessary for the proper performance of the Services. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any competent public authority and of the OSCE bearing on the performance of the Services. In the case the Contractor should observe that any services required under this Contract should not be in accordance with applicable laws, statutes, rules and regulations, the Contractor shall promptly notify the OSCE in writing.

### **13. DISCRETION**

The Contractor is required to exercise utmost discretion in all matters relating to the execution of this Contract. Unless required in connection with the performance of this Contract or specifically authorised by the OSCE, the Contractor shall not communicate at any time to any person, government or authority external to the OSCE any information, which has not been made public and which is known to it by reason of its association with the OSCE. The Contractor shall not, at any time, use such information to private advantage. These obligations do not lapse upon completion of performance of the Services under this Contract or termination of this Contract by the OSCE.

### **14. NON-DISCLOSURE**

The Contractor acknowledges and agrees that all knowledge and information, acquired or received in execution of any contract with the OSCE shall be confidential. The Contractor shall treat all confidential and proprietary information acquired or received by the Contractor in connection with the execution of this Contract as private and confidential and shall be strictly prohibited from publishing, disclosing, furnishing, disseminating or using in any way whatsoever other than for the purpose of executing this Contract under terms and conditions contained herein, and shall take all lawful measures available to prevent any other person and/or entity employed by it or within its control from so disclosing, furnishing, disseminating or using by any means or to any third party and pertaining to the subject matter. This obligation shall apply, whether or not such confidential and/or proprietary information is marked with notices indicating the restricted and/or confidential nature thereof. The Contractor shall be liable for any disclosure of confidential and proprietary information, which are found to be in breach with provisions contained herein. The liability of the Contractor for any disclosure of confidential and propriety information shall not be limited.

### **15. ASSIGNMENT**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract, except with the prior written consent of the OSCE.

In the event that the Contractor requires the Services of sub-contractors, the Contractor shall obtain the prior written approval of the OSCE for all such sub-contractors. The approval of the OSCE of a sub-contractor shall not relieve the Contractor of any of its obligations under this

Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

#### **16. THIRD PARTY RIGHTS**

The Contractor declares that it does not know of any protective rights of third parties, which might be infringed by this Contract. In the case that, contrary to the Contractor's declaration, claims should be raised against the OSCE charging it with infringement of intellectual property rights, the Contractor shall hold harmless the OSCE and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the date of expiration of such rights.

#### **17. WAIVER**

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, i.e. in addition to every other remedy provided herein or by law.

#### **18. ADVERTISING**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the OSCE, nor shall the Contractor, in any manner whatsoever use the name, logo, emblem, seal letter head or any other of such insignia of the OSCE, or any abbreviation of the name of the OSCE for advertising or for any other promotional purpose in connection with its business or otherwise.

#### **19. FORCE MAJEURE**

For purposes of this clause, "Force Majeure" shall mean an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the OSCE either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the OSCE in writing of such condition and the cause thereof. Unless otherwise directed by the OSCE in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The Contractor shall not be liable for liquidated damages or termination for default, if and to the extent that his/her delay in performance or other failure to perform his/her obligations under the Contract is the result of an event of Force Majeure.

**20. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless and defend at its own expense the OSCE, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind relating directly or indirectly to this Contract, any Purchase Order / Release issued hereunder.

**21. STAFF MEMBERS NOT TO BENEFIT**

The Contractor shall warrant that no official or employee of the OSCE has been or will be admitted by it to any direct or indirect benefit arising from this Contract. Failure to comply with the foregoing provision will constitute a substantial and material breach of this Contract.

**22. PRIVILEGES AND IMMUNITIES**

Nothing contained in this Contract shall be deemed a waiver of the privileges and immunities enjoyed by the OSCE, its officials and agents.

**23. SETTLEMENT OF DISPUTES**

The Parties shall make every effort to resolve by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract amicably.

Any dispute, controversy or claim which cannot be resolved amicably between the Parties and which is arising out of or in relation to this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. The appointing authority shall be the International Chamber of Commerce. The number of arbitrators shall be one (1). The place of arbitration shall be Baku, Azerbaijan. The language to be used in the arbitration proceedings shall be English. The decision of the Arbitrator shall be final and binding to the Parties.

**24. INTERACTION**

On any technical and/or operational matters and on matters relating to the administration of this Contract, the Parties agree to assign the following persons as technical contact persons

(hereinafter referred to as "Technical Contact Person") as described hereinafter, unless amended by the OSCE otherwise in writing. OSCE's Technical Contact Person(s) listed by order of priority:

Mr. Azer Bayramov

Administrative Assistant,

Tel: +994 12 4972373

Fax: +994 12 4972377

Contractor's Contact Person(s)

The Contractor shall assign the following Contact Person unless amended by the Contractor otherwise in writing. The Contractor's Contact Person(s) listed by order of priority:

\_\_\_\_\_  
\_\_\_\_\_

## **25. GENERAL CONTRACT PROVISIONS**

### **25.1. Notices**

Any notice pertaining to contractual matters and given by either of the Parties hereunder shall be in writing, and shall be sent by facsimile or registered mail, and shall be submitted for the OSCE to the Chief of Fund Administration, The Landmark III, 96 Nizami St., AZ1010 Baku, and for the Contractor to \_\_\_\_\_. The language to be used shall be English.

### **25.2. Modifications**

No modification of or change in this Contract or waiver of any of its provisions or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by a fully empowered representative of the Contractor and the OSCE or their designated representative(s).

### **25.3. Headings**

The heading of sections in this Contract are inserted for reference only and are not intended to be part of or affect the meanings or interpretations of this Contract.

### **25.4. Due Authorisation**

Each of the undersigned hereby represents to the other that he/she is authorised to enter into this Contract and bind the respective Party to this Contract.

### **25.5. Contract Copies**

This Contract is executed in duplicate in English language and each copy is treated as original for all legal purposes.

### **26. SIGNATURES, DATES and STAMP**

For the Contractor

For the OSCE

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