



**Organization for Security and Co-operation in Europe
Office in Baku**

Fund Administration Unit

The Landmark, Nizami 96, AZ1010 Baku

Telephone: +994124972373

Telefax: +994124972377

30 October 2008

TO:

Attn:

FAX NO:

FROM: Ilgar Hasanov, Procurement Assistant

PAGES: 18 (including this cover page) and 9 pages Form of Contract

SUBJECT: Invitation to Bid No. 05/2008 – Office Stationary for the OSCE Office in Baku

Dear Sir/Madam,

The Organization for Security and Co-operation in Europe, Office in Baku (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 5 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. 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 transportation services for OSCE officials and other OSCE authorized persons 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. Schedule of Requirement" (Section B)
3. Price Schedule (Section C)
4. Bid submission (Section D)
5. Form of Contract (Section E)

Bids must be received by the OSCE in accordance with Section A, Instructions to Bidders, at the address given below on or before the following deadline: 20 November 2008 **at 12:00 hrs GMT+4.**

The address for the submission of bids is:

**Organisation for Security and Co-operation in Europe, Office in Baku (OSCE)
Attn: Chief of Fund Administration
The Landmark III, 96 Nizami St., AZ1010 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 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 the OSCE's action.

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,

Ilgar Hasanov
Procurement Assistant

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 local window contract(s) for the purposes of providing Office Stationary for OSCE officials and other OSCE authorized persons and conference services, 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. Ilgar Hasanov
Procurement Assistant
OSCE

Tel: +994124972373
Fax: +994124972377
E-mail: ilgar.hasanov@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)
Attn: Chief of Fund Administration
The Landmark III, 96 Nizami St., AZ1010 Baku, Azerbaijan

Attn: Mr. Ilgar Hasanov, Procurement Assistant
E-mail: ilgar.hasanov@osce.org
Fax: +994124972377

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 and one copy. The Bid should be submitted in an envelope indicating "ORIGINAL" or "COPY", as appropriate. In the event of any discrepancy between the copies of the bids, the original shall govern.

The original and copy 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 **20 November 2008 at 12:00 hrs GMT+4.**

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 12, 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 11 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**SCHEDULE OF REQUIREMENTS**

The Schedule of Requirements shall cover at minimum all technical specifications of the goods and description of the services and the delivery schedule. The objective of this is to provide sufficient information necessary for the firms to prepare the responsive quotations.

Example:

Technical Specifications		
#	T e c h n i c a l D e s c r i p t i o n	Compliance Remarks (please put item-by-item commentary on the Technical Specifications demonstrating substantial responsiveness of the goods to those specifications (e.g. put “comply”), or a statement of deviations and exceptions to the provisions of the Technical Specifications)
	Please specify the trade mark next to each item	
	Please provide samples for all items except 1,2,8,11,15,27,28,29,36,37	
	The samples will be returned to you after the bidding procedure is finished	
	Please specify the discount per each item next to price	

Schedule of Requirements	
Requirement	Information required (to be completed by the invited firm)
<u>Acceptance of the OSCE General Conditions of Contract.</u> <i>Please confirm acceptance.</i>	
<u>Delivery schedule.</u> The goods should be delivered within 10 days from the date of contract/purchase order signature <i>Please specify the offered delivery period.</i>	
<u>Warranty.</u> The goods should be covered by manufacturer’s warranty for at least 12 months from the date of delivery to the final destination. <i>Please specify the warranty period and terms in detail.</i>	If needed

1. Name of Firm:				
2. Street Address:		Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:				
4. Telephone Number:				
5. Fax Number:				
6. E-mail Address:				
7. WWW Address:				
8a. Contact Name:				
8b. Contact Title:				
9. Parent Company, if Any (Full Legal Name):				
10. Subsidiaries, Associates, and/or Representative(s), if Any:				
11. Nationality of the Firm:				
12. Type of Business:				
13. Year Established:				
14. Number of Staff Employed:				

Experience / Contracts of similar scale/volume during the last 5 years / Reference list				
Customer	Value in Euro	Year	Services Provided	Country

Signature: _____

Date: _____ and stamp of Company

SECTION C**PRICE SCHEDULE**

No.	Description	Packing	Price without VAT/ Discount
1	Photocopy paper A4 Xerox 80 gr (5 ribs in pack)		
2	Photocopy paper A3 Xerox (5 ribs in pack)		
3	Roller Ball pens -(12 in pack)		
4	Pen Tratto Matic-(12 in pack)		
5	Ring Binders 2 rings A4 Slim (Red,Pro Office,Skag)*		
6	Ring Binders 2 rings A4 25mm Le Colour		
7	Ring Binders 4 rings A4 25mm Le Colour		
8	Desk Trey-mat		
9	Divider Carton in colours 10-12		
10	Divider Plastic 31		
11	Flipchart Paper 50 sheets		
12	Envelopes self-adhesive A4(500 in pack)		
13	Envelopes self-adhesive A5(500 in pack)		
14	Envelopes self-adhesive Business 23x11 mm(500 in pack)		
15	Floppy Disk -Teflon (10 in pack)		
16	Hanging Files for Filing Cabinet 38, 35, 33 mm		
17	Stapler Normal size		
18	Staples for normal stapler		
19	Highlighter- (10 in pack)		
20	Permanent marker-(10 in pack)		
21	Whiteboard marker-(10 in pack)		
22	Paper Puncher Normal 2 hole, for 16 pages		
23	Post IT notes big 127x76mm (12 in pack)		
24	Post IT notes medium 76x76mm (12 in pack)		
25	Post IT notes small 38x51mm (12 in pack)		
26	Paper Scissors big		
27	Transparent Tape normal size		
28	Packing tape		
29	Scotch tape-money tape		
30	Transparent folios with holes (50 in pack)		
31	Transparent folios L type (50 in pack)		
32	Business Card Holder -book type A4		
33	Carton folder, ECO A4 Panter		
34	PVC Folder with metal holders		
35	Folders with elastic band A4		
36	CD RW(10 in pack)		
37	CD-R(10 in pack)		

* All binders are self standing without the box

SECTION D

BID SUBMISSION

The Bidder should provide in his Bid the following information:

- (i) A detailed description of available goods.
- (ii) Outline of previous experience in providing Office stationary to international and other organizations.
- (iii) Cancellation policy. Please confirm that cancellation shall be free of charge until 16:00 hrs day before the delivery.
- (iv) The submission in the Price Schedule (Section C) shall be per item and remain fixed until 31 December 2009.

PROPOSAL SUBMISSION FORM

[*Date*]

To: Organization for Security and Co-operation in Europe
Office in Baku (OSCE)
The Landmark III, 96 Nizami St., AZ1010 Baku, Azerbaijan
Att: Chief Fund Administration

Dear Sir/Madam:

We, the undersigned, offer to provide the goods in accordance with your Invitation to Bid No 05/2008 dated 30 October 2008 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

for the

Provision of Office Stationary for the OSCE

This Contract comprises this cover page, a table of contents (1 page) and six (6) pages of text and four Annexes (A through D). The Annexes form an integral part of the Contract

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Annex A – General Conditions of Contract

Annex B – Price List

Annex C – Release Order Slip

Annex D – Paper Specifications

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., AZ1010 Baku, Azerbaijan (hereinafter referred to as “the OSCE”) of the first part

and

===== (hereinafter referred to as “the Supplier”) of the second part and jointly referred to as the “Parties”,

WHEREAS

- The OSCE has sought to engage a supplier to sell, supply and deliver Office stationary for the OSCE in Baku and in other OSCE locations, as stipulated herein after;
- With this aim, the OSCE has issued a Invitation for Bidding, (“ITB”) No. 05/2008 and dated 30 October 2008 to qualified companies, soliciting from them price quotations and terms of delivery and supplies for selected items for competitive bidding;
- In response to this ITB, the Supplier has submitted a bid dated =====;
- The OSCE, following the evaluation of offers in accordance with the terms as laid down in the ITB has decided to award a contract for the provision of Office stationary to the Supplier;
- The Parties have reached a common technical understanding that the Supplier under terms and conditions of this Contract shall sell, supply and deliver Office Stationary “ex stock”;
- Due to its frequent needs of Supplies the OSCE may, at its discretion, order at any time also from other suppliers. The OSCE shall not be committed to any minimum level of business for Supply with any supplier and may order supplies from more than one supplier at its discretion.

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

1. GENERAL PROVISIONS

1.1 DEFINITIONS

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

“Business Day”	means any calendar day between Monday to Friday, except of any official OSCE holiday.
“Business Hours”	means OSCE working hours Monday to Friday between 08:30 and 18:00 hours (CET+3);
“Contract”	means this Contract and all other documents listed as Annexes. The Annexes shall be an integral part of this Contract;
"AZN"	means Azerbaijani New Manat which is applicable currency in Azerbaijan;
“Supplier”	means the natural or legal person of the party of the second part and the legal successors in title to this natural or legal person;
“Day”	means any calendar day;
“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 this Contract; 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, explosions and any other similar cause of equivalent force;
“Holiday”	means OSCE Holidays, which are published on the official web-site of the OSCE www.osce.org ;
“Purchase Order / Release”	means the formal order document, issued by the OSCE and submitted to the Supplier by fax or e-mail, constituting OSCE's firm order for one or more purchase and delivery of items with the attachment of a Release Order Slip to specify the items contained in the Purchase Order / Release;
"Release Order Slip"	means a format to be attached to any Purchase Order / Release specifying in detail generic items or items of the same price, contained therein. A template of such Release Order Slip is defined in Annex D, attached hereto;
“Supplies”	means all the services to be performed by the Supplier in accordance with the provisions of this Contract, as described herein after;

1.2 COMPLIANCE TO CONTRACT AND ANNEXES

The Supplier has studied and is familiar with the Contract and its Annexes. The Annexes form an integral part of the Contract. If there should be discrepancies, ambiguities, or conflicts between or among the Contract and its Annexes, then the document to prevail shall be given precedence in the following order:

- (a) *This Contract;*
- (b) *Annex A – General Conditions of Contract*
- (c) *Annex B – Price List*
- (d) *Annex C – Release Order Slip*
- (e) *Annex D – Paper Specifications*

1.3 TRANSMISSION OF NOTICES, REPORTS AND OTHER DOCUMENTS

Any notices on contractual or legal issues and submitted by the Supplier to the OSCE shall be addressed to the Chief of Fund Administration, OSCE Office in Baku, The Landmark III, 96 Nizami St., AZ1010 Baku, Azerbaijan. Any notices, documentation and information of operational nature shall be submitted by the Supplier to the OSCE Technical Contact Person, pursuant to sub-clause 9.1.

2. TERM OF CONTRACT

2.1 ENTRY INTO EFFECT

This Contract shall become effective upon signing thereof by the Parties.

2.2 COMMENCEMENT OF SERVICES

The Supplier shall commence the provision of the Supplies as of 01 January 2009.

2.3 DURATION

Unless terminated earlier, pursuant to sub-clauses 2.4 herein after, the Contract shall expire on 31 December 2009 Subject to satisfactory performance of the Supplies by the Supplier, this Contract may be extended, in case of which the OSCE shall give written notice to the Supplier at least one (1) months prior to the date of expiration of this Contract or any extension thereof. The Contract can be extended up to an aggregate duration of five (5) calendar years. During the Contract term the OSCE reserves the right to conduct formal market tests and cost comparisons with other Suppliers at any time.

2.4 TERMINATION

2.4.1 Termination for Convenience

The OSCE may terminate this Contract for its convenience at any time in whole or in part upon serving a one (1) months' notice to the Supplier in writing as of the last Day of any month.

2.4.2 Termination for Change of OSCE Mandate

In case the OSCE should terminate its mandate or activities, or alter them in such a way as to make the provision of the Supplies under the terms and conditions of this Contract no longer necessary, practical, or economically efficient for the OSCE, then the OSCE shall have the right to terminate this Contract at any time with a two weeks notice in writing.

3. BACKGROUND

The mandate of the OSCE is to promote security and co-operation among 55 participating states through arms control, preventive diplomacy, confidence and security building measures, human rights, democratization, election monitoring, and economic and environmental security.

The OSCE comprises of its Head Office in Baku and have diplomatic status in Azerbaijan. The OSCE also supports occasional operations such as election monitoring, various conferences and special events at any location in Azerbaijan.

4. PURPOSE

The objective and purpose of this Contract is to establish the terms and conditions for the provision of Supplies, related to purchase, supply and delivery of Office Stationary in compliance with the operational requirements of the OSCE, within given time frames and in the best economical manner in accordance with the terms and conditions of this Contract.

5. SCOPE OF SERVICES

The Supplier shall provide Office Stationary to the OSCE within the delivery time, as specified in any Purchase Order / Release issued by the OSCE and accepted by the Supplier as follows:

5.1 ORDERING

The OSCE Technical Contact Person pursuant to sub-clauses 9.1 and 9.2, may issue a Purchase Order / Release with the attachment of a Release Order Slip via facsimile, electronic mail, whatever the case may be, to order any item as specified and at the price(s) contained in the Price List of Annex B, attached hereto.

5.2 SPECIFICATION OF ITEMS

The items contained in any Purchase Order / Release shall be specified by colour, size, and quantity or otherwise on the Release Order Slip attached to any Purchase Order /Release. In the case of any doubts of such specifications the Supplier shall ask clarification from the OSCE Technical Contact Person.

6. STANDARD OF SUPPLIES

The Supplier accepts a relationship of trust and confidence established between the Parties governing the execution of this Contract and shall furnish the highest standards of professional skills and judgment in co-operation with the OSCE and co-operate with the OSCE in securing the interests of the OSCE when executing this Contract.

The Supplier shall always supply such articles and items, as contained in the Price List of Annex B, attached hereto, of a good quality considering the standards of high quality products for such articles or items on the market. The Supplier shall furnish efficient business administration by making use of modern best business practices, and will execute all arrangements diligently and timely.

The standards and quality of paper supplies are defined in Annex D, attached hereto, which are binding for the supply of any paper to the OSCE under this Contract.

7. OBLIGATIONS OF THE SUPPLIER

The Supplier shall be responsible for the complete and proper performance of the Supplies under this Contract, and shall respect and abide by all laws, ordinances, rules, regulations and lawful orders in force. The Supplier shall ensure that its personnel also respect and abide by all laws, ordinances, rules, regulations and lawful orders.

The Supplier shall, at all times, adhere to the instructions given to it by the OSCE Technical Contact Person related to the deliveries. The Supplier shall not receive instructions in respect of ordering of Supplies under this Contract and/or engaging of financial commitments for the OSCE otherwise. The OSCE shall not be obliged to pay in case of any non-compliance herewith, from any person or entity other than the OSCE Technical Contact Person or Authorized Contact Person.

8. INTERACTION and COMMUNICATION

The only OSCE Staff authorized to issue Release Slip shall be the OSCE Technical Contact Person, as specified herein after.

8.1 OSCE TECHNICAL CONTACT PERSON(S)

The OSCE Technical Contact Person(s) shall be:

Ms. Nurlana Hajizalova

Tel. No. +994 12 4972373 e-mail: nurlana.hajizalova@osce.org

Any further delegation of authority to other OSCE Staff to act as OSCE Technical Contact Person(s) and the duration of such delegated authority shall be stated and approved by the OSCE Technical Contact Person, defined herein, who shall notify the Supplier accordingly.

8.2 AUTHORISED CONTACT PERSONS

The OSCE Technical Contact Person may authorize any OSCE staff member to act as Authorized Contact Person by notifying the Supplier in writing and may withdraw such authorization in writing.

8.3 SUPPLIER'S CONTACT PERSON(S)

The Supplier's Contact Person(s) shall be:

=====

8.4 LANGUAGE OF REGULAR COMMUNICATION

All communications throughout the term of the contract between the OSCE and the Supplier shall be made in the English language.

9. PERMITS, FEES AND NOTICES

Unless stipulated otherwise in the Contract the Supplier shall secure all permits and governmental fees, licenses and inspections necessary for the proper performance of the Services. The Supplier shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority and of the OSCE bearing on the safety of persons or property or their protection from damage, injury or loss.

In the case the Supplier should observe that the Services required under the Contract should not be in accordance with applicable laws, statutes and regulations, it shall promptly notify the OSCE in writing.

10. CONTRACT PRICE

10.1 PRICES

The Supplier shall charge the OSCE the price as defined in the Price List in Annex B for purchase supply and delivery to the OSCE in accordance with the terms and conditions of this Contract. In respect of each and any Purchase Order / Release.

The prices for the Supplies shall be inclusive of any transport charges, of any administrative costs, overheads, out-of-pocket expenses, costs for telecommunication, data transmission and any side charges related to collecting, forwarding, transport and delivery of any delivery to the OSCE delivery address at The Landmark III, 96 Nizami St., AZ1010 Baku, Azerbaijan.

10.2 CURRENCY

All prices shall be stated, and payments shall be made, in AZN.

10.3 PRICE CHANGES

The Prices are based on the current exchange rate EUR: AZN.

11. PAYMENT

11.1. INVOICES

Any payments made by the OSCE shall be conditional to:

- (i) the receipt of an original consolidated invoice by the OSCE Chief of Fund Administration, The Landmark III, 96 Nizami St., AZ1010 Baku, Azerbaijan not later than ten (10) Days following each calendar month, during which Supplies were effected;
- (ii) acceptance of deliveries by the OSCE.

11.2. TERMS OF PAYMENT

The OSCE shall effect payment within thirty (30) Days of the date of receipt by the OSCE Chief of Fund Administration of the relevant invoice(s) and the date of payment approval(s) by the OSCE, whichever occurs later.

11.3. MODE OF PAYMENTS

All payments under this Contract shall be made by the OSCE by electronic bank transfer to the bank account of the Supplier specified on the invoice.

11.4. WITHHOLDING OF PAYMENTS

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

- (a) The Supplier's failure to carry out the Supplies except for failure arising out of a Force Majeure event;
- (b) Continuing delivery of damaged or unusable items by the Supplier;
- (d) Breach of this Contract by the Supplier.

Withholding of payments by the OSCE under this clause shall not affect the Supplier's obligation to continue to perform Supplies under this Contract. The OSCE shall inform the Supplier in writing of its intent to withhold payment. No interest shall accrue on payments eventually withheld by the OSCE whether in application of the stipulations of this clause or in general.

12. GENERAL CONTRACT PROVISIONS

12.1 HEADINGS

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

12.2 DUE AUTHORIZATION

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

12.3 CONTRACT COPIES

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

13. SIGNATURES AND DATES

IN WITNESS WHEREOF, the Parties hereto have executed this Contract

For the Supplier

=====

=====

=====

Organization for Security and Co-operation in
Europe (OSCE)

Ms. Sandra Milosavljevic

Chief of Fund Administration
OSCE Office in Baku
The Landmark III, 96 Nizami St.
AZ1010 Baku

Date

Date