



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

**BIDDING DOCUMENTS FOR  
RENTAL OF PREMISES  
FOR  
OSCE OFFICE IN BAKU**

**REQUEST FOR PROPOSAL No. AZE/001/2013**

**4 FEBRUARY 2013**



Date: 4 February 2013

## **Request for Proposal**

**No. AZE/001/2013**

### **RENTAL OF PREMISES FOR OSCE OFFICE IN BAKU**

The Organization for Security and Cooperation in Europe, Office in Baku ("the OSCE") invites proposals ("Proposals") from eligible and qualified Building Owners/Agents/Property Management Firms/Real Estate Companies ("the Bidders") for the rental of premises ("the Services"), in accordance with the requirements described in the bidding documents ("the Bidding Documents").

The Bidding Documents include:

Section I:	Instructions to Bidders (to be viewed at <a href="http://www.osce.org/procurement/74768">www.osce.org/procurement/74768</a> )
Section II:	Bidding Data Sheet
Section III:	Technical Proposal Forms
Section IV:	Financial Proposal Forms
Section V:	Terms of Reference
Section VI:	Draft Contract Template

It is intended to sign a contract for five years.

Bids must be delivered to the below specified address on or before **26 February 2013, 12:00 (Baku time)** clearly marked as follows:

**OSCE Office in Baku**  
**The Landmark III, 96 Nizami Street**  
**AZ1010 Baku , Azerbaijan**

**Attn.: Chief of Fund Administration**

Ref: RFP/ AZE/001/2013

Deadline: 26 February 2013, 12:00 (Baku time)

**Do Not Open, Except in Presence of the OSCE Proposal Opening Board**

Technical and Financial Bid shall be submitted in two separate envelopes and should be marked as follows:

**TECHNICAL Bid - Ref: RFP/AZE/001/2013**  
Rental of Premises to the OSCE  
**Do Not Open, Except in Presence of the OSCE Bid Opening Board**

And

**FINANCIAL Bid - Ref: RFP/AZE/001/2013**  
Rental of Premises to the OSCE  
**Do Not Open, Except in Presence of the OSCE Bid Opening Board**

Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the address of the OSCE and the OSCE Bidding Reference Number and Title as indicated above.

Bids sent by email and facsimile will **NOT** be accepted.

The OSCE would prefer to move to the new premises around May-June of 2013.

The OSCE reserves the right to accept or reject any Proposal, and to annul, in whole or in part, or to suspend the bidding process and reject all Proposals at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders.

A complete set of documentation for the Request for Proposal may be obtained at <http://www.osce.org/baku/84066>.

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

**OSCE Office in Baku  
Baku, 96 Nizami Str.  
The Landmark III, 2nd Floor**

**e-mail: [tender-az@osce.org](mailto:tender-az@osce.org)**

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## SECTION I – INSTRUCTIONS TO BIDDERS (RFP)

*Notes to Bidders:* Section I of the Bidding Documents can be viewed on the OSCE web-site at <http://www.osce.org/procurement/74768>. This section provides detailed information necessary for Bidders to prepare their Proposals, in accordance with the requirements specified by the OSCE. It also provides information on Proposal submission, opening, and evaluation, and on the award of contract. Bidders should read these Instructions to Bidders in conjunction with Section II, Bidding Data Sheet, of the Bidding Documents. These Instructions to Bidders will not be part of the Contract.

## SECTION II – BIDDING DATA SHEET

***Note to Bidders:** This Bidding Data Sheet should be read in conjunction with Section I, Instructions to Bidders.*

Information to Bidders		Amendment/Modification of relevant Article of Section I - Instructions to Bidders
ITB Article No.	Article Description.	
5.3	Pre-Proposal Meeting	<p>A pre-Proposal meeting will be held in the form of an introductory presentation by the OSCE, to be followed with a question and answer session.</p> <p>The date, time, and venue of the pre-Proposal meeting will be:</p> <p><b>11 February 2013 at 11.00 hrs (local time)</b>  <b>OSCE Office in Baku</b>  <b>Baku, 96 Nizami Str.</b>  <b>The Landmark III, 2nd Floor</b></p> <p>Bidders should advise the names of their representatives to the following OSCE e-mail address:</p> <p>E:mail address: <a href="mailto:tender-az@osce.org">tender-az@osce.org</a></p>
7.1	Governing Language	<p>The governing language of the Proposal and all correspondence and documents exchanged between the Bidder and the OSCE shall be English. Copies of original documents may be submitted in their original language, if in Azerbaijani or Russian, but the OSCE reserves the right to request English translations of such documents.</p>
10.4	Contents of Technical Proposal	<p>By using the Technical Proposal Forms in Section III, the Technical Proposal shall include:</p> <p>(i) Duly completed Technical Proposal Submission Form (Section III-A);</p> <p>(ii) Duly completed Qualification Information Form (Section III-B).</p> <p>If the bidder is the legal owner in a private (personal) capacity then only the parts of the Qualification Information Form (Section III-B) that are applicable should be completed.</p> <p>If the bidder is not the legal owner of lease object then the Qualification Information Form (Section III-B) shall contain information for both the bidder and the legal owner of lease object.</p> <p>(iii) In the case of a Bidder not doing business within Azerbaijan, documentary evidence that the Bidder is or will be (if awarded the Contract) represented by a legally registered agent in Azerbaijan.</p> <p>(iv) A description of the proposed lease object and <b>detailed commentary on the Terms of Reference (Mandatory and Optional Requirements) (Section III- C).</b></p> <p>(v) <b>Copies of the following documents:</b></p> <ol style="list-style-type: none"> <li>a) Recent photographs of grounds, premises, parking lot/garage</li> <li>b) Site Plan</li> <li>c) Architectural plans, layouts of floors and offices and parking lot/garage</li> <li>d) Documentary evidence of undisputed ownership of lease</li> </ol>

		<p>object</p> <p>e) If the bidder is not the legal owner of lease object, documentary evidence of the bidder's rights to represent the legal owner and/or act on behalf of the legal owner of lease object for the purposes of this tender and/or the lease of the premises</p> <p>f) Documentary evidence of compliance with applicable regulations on building construction, insurance, fire, seismic, health and safety regulations</p>
	Content of Financial Proposal	<p>Completion of Financial Proposal Form (Section IV):</p> <ul style="list-style-type: none"> <li>Rental cost to be quoted per square meter in EURO without VAT.</li> <li>Estimated operating expenses unless included in the rent</li> </ul>
11.3	Tax Exemption	OSCE Office in Baku is exempted from paying VAT taxes.
11.4	Currency	The currency is EURO
12.1	Validity of Proposal	Proposals must remain valid 120 calendar days past the deadline for the receipt of Proposals.
14.3	Number of Copies	Bidders must submit one original and two additional copies of each Proposal.
14.5	Submission of Proposals by Email or Facsimile	Submission by e-mail or facsimile is NOT permitted.
20.1	Selection Method	The applied Selection Method is: <b>Least Cost Selection</b>
21.2	Evaluation Methodology	<p><b><u>The technical evaluation of Proposals will be performed in two phases:</u></b></p> <p><b><u>Phase 1:</u></b>  <b><u>“Comply/Fail” Evaluation against Mandatory Requirements:</u></b></p> <p>Technical Proposals will be evaluated to establish their compliance with mandatory requirements specified in the Terms of Reference and its Annexes.</p> <p>A Proposal shall be rejected at this stage if it fails to meet any or several mandatory requirements.</p> <p><b><u>Phase 2:</u></b>  <b><u>Point System Evaluation against Optional Requirements:</u></b></p> <p>Technical Proposals will be evaluated to establish their compliance with optional requirements specified in the Terms of Reference and its Annexes.</p> <p>A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score of 70 per cent out of the total of 100.</p>
22.5	Source of Exchange Rate	The currency is EURO; however, should any bidder accidentally use AZN in any part of the bid, the source of exchange rate shall be the OSCE corporate exchange rate on the day of the deadline for submission of proposals. The OSCE corporate exchange rate does not necessarily coincide with the rate of the Central Bank of Azerbaijan.

**Section III – A                      Technical Proposal Submission Form**

***Note to Bidders:** The Bidder shall fill in and submit this Technical Proposal Submission Form together with all other Forms contained in Section III of these Bidding Documents, forming the Bidder's Technical Proposal. Bidders are advised to check with ITB Article 10.4 for all documents that are required to be submitted as part of the Technical Proposal.*

Date: *[Bidder to insert date]*

RFP No.: AZE/001/2013

To:     OSCE Office in Baku

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services in accordance with your Request for Proposal No. AZE/001/2013 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in our Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We confirm to comply with eligibility requirements specified in ITB Article 2 of the Bidding Documents. We also confirm that any and all information provided on the Qualification Form attached hereto and being an integral part of this Technical Proposal is correct and truly reflects our experience, qualifications and capacities.

We accept and agree that the terms and conditions of Contract contained in the Bidding Documents will apply to any contract resulting from this bidding exercise.

We agree to abide by this Proposal for the Proposal Validity Period specified in the Bidding Documents.

We understand that the OSCE is not bound to accept any Proposal, and that the OSCE reserves the right to accept or reject any Proposal and to annul or suspend the bidding process whether in whole or in part and to reject all Proposals at any time prior to the award of contract, without the OSCE incurring any liability whatsoever.

We remain,

Yours sincerely,

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



**Section III – B Qualification Information Form**

***Note to Bidders:** The Bidder shall fill in and submit this Qualification Information Form as part of its Technical Proposal.*

**General Information**

1. Bidder's Full Legal Name:			
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. Web-site Address:			
8a. Contact Name:			
8b. Contact Title:			
9. Corporate Seat:			
10. Type of Business:			
11. Year Established:			
12. Number of Staff Employed:			
13. Parent Company, if any (full legal name):			
14. Principal subsidiaries, associates, and/or representative(s), if any, that are relevant to the Services. Information as per 1-13 above for the owner of lease object, if the bidder does not have ownership rights for lease object.			

**Financial Information**

15. For the last three financial years:		
Year	Turnover (EUR)	Working Capital (EUR)

**Experience**

16. Contracts of similar scale/volume during the last three years:				
Customer Name and Contact Details	Value (EUR)	Year	Services Provided	Country

*[Bidder to attach the updated reference list]*

Signature of Bidder: \_\_\_\_\_

### **Section III – C A description of the premises offered for rent, commentary on the terms of reference**

#### **Bidders shall provide detailed comments on the Terms of Reference (Mandatory and Optional Requirements)**

Please respond in as much detail as possible against all requirements where information is requested, as your responses and information provided by you will be used for evaluation purposes! See Section V, Terms of Reference.

#### **Bidders shall submit the following documents:**

- a) Recent photographs of grounds, premises, parking lot/garage;
- b) Site Plan;
- c) Architectural plans, layouts of floors , offices and parking lot/garage;
- d) Documentary evidence of undisputed ownership of lease object;
- e) If the bidder is not the legal owner of lease object, documentary evidence of the bidder's rights to represent the legal owner and/or act on behalf of the legal owner of lease object for the purposes of this tender and/or the lease of the premises;
- f) Documentary evidence of compliance with applicable regulations on building construction, insurance, fire, seismic, health and safety regulations.

## Section IV – FINANCIAL PROPOSAL – STANDARD FORMS

### Section IV – A Financial Proposal Submission Form

*Note to Bidders: The Bidder shall fill in and submit this Financial Proposal Submission Form together with all other Forms contained in Section IV of these Bidding Documents, forming the Bidder's Financial Proposal.*

Date: *[please insert date]*

RFP No: AZE/001/2013

To: OSCE Office in Baku

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services in accordance with your Request for Proposal No. AZE/001/2013 and our Proposal consisting of Technical and Financial Proposals.

Our attached Financial Proposal is for the sum of *[Bidder to insert amount in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. within 120 calendar days from the deadline for the receipt of the Proposals.

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:  
Date:

**Section IV – B Summary of Costs**

<b>Cost Component</b> <i>The Bidders shall submit a detailed breakdown of all costs associated with the rental of the proposed premises</i>	<b>Price per sqm per month EURO</b>	<b>Quantity sqm</b>	<b>Extended Price without VAT EURO</b>
Office space and Common Areas			
Traffic Areas			
Parking space			
Please list all services included into the Rent, such as maintenance of the premises, electricity, gas, water, heating, air-conditioning, security, garbage disposal, cleaning, landscaping/gardening, etc.  Note: If any of such services are not included into the Rent, provide the estimated operating expenses per month in the table below			For price comparison purposes between the bids, please specify estimate costs of each of such services per month without VAT in EURO
<b>TOTAL RENT PER MONTH:</b>			

<b>Description</b>	<b>Price per month without VAT EURO</b>
Estimated operating expenses <b>per month</b> unless included in the rent (please specify and provide cost details):	
Cleaning	
Security	
Water	
Etc	

Signature of Bidder: \_\_\_\_\_

## Section V - TERMS OF REFERENCE

The OSCE Office in Baku is seeking competitive proposals to lease approximately 900 square metres of office space in Baku from a qualified Building Owner/Agent/Property Management Firm/Real Estate Agency. The OSCE intends to enter into a lease agreement for a period of five (5) years.

Proposed lease objects shall meet the following requirements:

MANDATORY REQUIREMENTS	
Requirement	Compliance Remarks <i>The Bidders are required to put item-by-item commentary demonstrating compliance with or a statement of deviations from the requirements.</i>
1. Location: Baku, Azerbaijan. Premises to be located in a secure downtown area within the boundaries specified on the attached map in blue to allow for accessibility to OSCE's institutional partners (such as Government, Ministry of Foreign Affairs, Milli Mejlis, and other national and international institutions and organizations)	<i>Please provide the address and clearly mark the building location on the map</i>
2. Undisputed legal title of ownership;  2a. If the bidder is not the legal owner of lease object, in addition to the above, clear legal rights towards the lease object for the purposes of the tender and/or lease of the premises	<i>Please provide documentary evidence</i>
3. Compliance with applicable construction, insurance, fire, seismic, health and safety regulations	<i>Please provide documentary evidence</i>
4. Free of unsettled payments for costs, taxes, duties and levies related to the offered premises, such as mortgages or liens	<i>Please provide information</i>
5. Location, building and surroundings must be appropriate for diplomatic representation  Neighborhood: Well kept surrounding buildings. Clean paved streets. Safe area. Not close to establishments of dubious reputation	<i>No information is required</i>
6. Recently constructed (not older than 10 years) or fully renovated (not more than 5 years ago, including all fixtures and appliances). All construction works must be completed prior to occupancy.  New or well maintained building, built of solid construction material, good quality interior finishing	<i>Provide information on the year of construction, year and extent of most recent renovations.</i>  <i>Please provide details of construction materials and of interior finishing.</i>
7. Easy access to major city road network for ease of road access to and exit from the building and for security reasons (for example, not located at the end of a dead-end road)	<i>Please provide information about entry and exit ways to/from the building, whether one- or two-way street(s)</i>
8. Accessibility for staff and visitors by high frequency public transportation (metro, buses)	<i>Please provide information about public transportation within 1 km from the building</i>
9. One or several floors (or a separate part of a larger floor) in a business center or stand alone secure building	<i>Please provide information on how the office premises may be isolated from other parts of the building and/or common areas</i>
10. Suitable design and layout to accommodate effective surveillance and access control systems. Access to premises 24/7	<i>Please provide information on security measures. Please provide information on security services (if</i>

The OSCE Office in Baku currently does not have security staff, therefore, the Lessor shall provide security services and/or shall ensure that building security measures are adequate for safety of personnel during working hours and for safety of office premises and assets when left unattended during non-working hours. This may include, inter alia, bars on windows accessible from the ground or from adjacent structures, an anti-burglar alarm system, secured entrance into the building and/or yard, good visibility for surveillance cameras.	any).
11. Permission to place OSCE flag and sign at the entrance to the building. Permission to place OSCE security cameras in common areas surrounding the office premises	Provide permission
12. Total Rental Space (not including parking): approximately 900 m2	Specify the available space
a) Office Space: at least 500 m2 adaptable to approx. 50 workstations, including: 1 Director office with reception area, approximately 7 single occupancy offices, and another 10-15 offices fully partitioned for total of 42 workstations (in offices of approximately 3-5 workstations)  Cost of any partition needed to be born by the Lessor  b) Common Area: approximately 300 m2 for: 1 Meeting Room with approximately 30 m2, and 1 Conference/Training Room of approximately 60-80 m2 Server room, minimum 4 m2 Archives, filing, storage, minimum 30 m2 as single or separated space Kitchenette(s) Reception / waiting area Toilets (separate Male/Female, min 1 Male and 1 Female, but not less than 2 toilet units for each)  c) Traffic area: corridors, lobbies	Please provide photos and copies of architectural plans and layouts of floors and offices  If the office space does not meet these mandatory requirements, please provide a plan for partitioning at the Lessor expense
13. Major potential initial adjustments of premises, such as separation of office space, meeting all mandatory and agreed to optional requirements to be provided by the Lessor without additional cost.	Within two weeks after award of the lease, the successful bidder will submit to OiB a schedule for occupancy and a tentative design of any works necessary to ready the office space for occupation. Inspections by the OSCE will be conducted periodically to review progress and compliance.  Please indicate your agreement.
14. Reserved secure parking space or garage (or a combination of) for at least 10 OSCE official vehicles. Parking for official vehicles must be on-site or adjacent to the proposed facility. Free or commercial parking shall be available for visitors and office staff in proximity to the building	All parking arrangements must meet current local legal requirements.  Provide information on available parking for (i) official vehicles, (ii) visitors, and (iii) office staff. Please indicate whether free or no, and whether secured for exclusive use by OSCE or not.
15. Maintenance of the premises to be provided by the Lessor, included in the cost components of the offer	Please provide details on what is included into maintenance of the building and premises, by whom and how it will be provided
16. Water Supply and Sanitation: tap water and sewage connection with public city network; access to regular garbage service	Please describe

17. Heating and Cooling: independent stand-alone system or connected to a central system with independent internal thermostat control	<i>Please describe</i>
18. Electricity: connection to the grid, availability of stabilizer	<i>Please describe</i>
19. Doors and Windows: secure, and weather proof; shall fulfill requested fire protection standards  Light: daylight (at least 90% of all partitioned offices shall have direct access to daylight/ windows) and suitable electrical lighting; sufficient outdoor lighting of entrances, perimeter and parking	<i>Please describe Please provide information on the number of fully partitioned offices with and without daylight (i.e. without direct access to windows)</i>
20. Appropriate space for Server with wiring center: dedicated room of min 4 m2 with appropriate separate system for cooling, ventilation and air conditioning	<i>Please describe. Please provide information on available wiring.</i>
21. Entrance(s) and Exit(s): main entrance with unimpeded access and exit, with security control, reception and visitors waiting area; and at least 1 additional emergency exit/staircase for unimpeded evacuation	<i>Please describe</i>
22. Fire alarm system	<i>Please describe</i>
23. Connectivity from two different Internet Service Providers with min speed 12/12 Mb/s or possibility for such connectivity in the area of office location	<i>Please describe</i>
24. Phone: serviced landline capable of supporting a minimum of 6 Telephone Lines OSCE currently has 6 telephone lines with AzEuroTel	<i>Please describe</i>
25. Cable or satellite TV or possibility for such installation in the area of office location	<i>Please describe</i>
26. Availability of the bank account with Payee name exactly matching the Lessor's legal name	<i>Please provide bank account information and currency of the account. The name of the bank account holder shall be exactly matching the Lessor's legal name. And/or please provide information on whether and how the Bidder, if selected, will comply.</i>
27. Availability of insurance of the Premises for all risks, covering the risk of damages due to fire, weather, electrical faults, vandalism and explosion as well as earthquake; and for damages caused by burst pipes, theft and all common hazards, for the Premises and all assets that are the property of the Lessor	<i>Please provide insurance information and/or please provide information on whether and how the Bidder, if selected, will comply.</i>
28. The building shall be ready for occupancy and use by the end of May 2013	<i>Please inform whether the premises are currently occupied and of the date of earliest availability for OSCE</i>







OPTIONAL REQUIREMENTS	
Requirement / Preference	Compliance Remarks <i>The Bidders are required to put item-by-item commentary demonstrating compliance with or a statement of deviations from the requirements.</i>
1. Ability to open windows in office areas to allow for fresh air circulation	<i>Please describe</i>
2. Availability of lightning fixtures, curtains/blinds on windows, floor carpeting or otherwise finished flooring	<i>Please describe</i>
3. Access for physically disabled persons	<i>Please describe</i>
4. Power Supply: backup generator, with separate utility counters	<i>Please provide specifications</i>
5. LAN: isolated, with min. 1Gb transfer capacity, CAT 6, with approximately 150 sockets	<i>Please describe what wiring and number of sockets are available</i>
6. Availability of two separate lines: one regular and one connected to UPS	<i>Please provide specifications</i>
7. Thermo alarm for server room	<i>Please provide specifications</i>
8. Fire alarm system with automatic fire fighting system (sprinklers or other equipment for automatic fire extinguishing)	<i>Please provide specifications</i>
9. Functionality of the office space and flexibility for additional separation of office space, at minimum investments by the Lessee. The preferred massing is to have all space contiguous on one or two floors. If this cannot be accommodated, a multi-floor model is acceptable, provided the plan is flexible and facilitates easy visitor access to all floors. Elevator(s) appropriate for passengers and freight	<i>No information is required</i>
10. Flexibility for "rental sliding scale" – possibility to reduce the office space in intervals of 2-3 years, if required due to downscaling of operations	<i>Please inform if "downscaling" will be possible under the proposed lease agreement</i>
11. Additional Daily parking space for approximately 10 vehicles	<i>Please describe</i>
12. Daily cleaning services of common and traffic areas and weekly cleaning services of office premises provided by the Lessor	<i>Describe the scope of the services if applicable.</i>
13. Availability of complimentary furniture (in particular, conference room furniture)	<i>Please describe</i>
14. Complimentary conference room facilities for approximately 50 people to be provided by the Lessor for Office functions upon prior request	<i>Please describe</i>
15. Availability of catering and social facilities/installations in the offices or the building or proximity to public restaurants and other social amenities	<i>Please provide information, if available</i>

## Section VI – CONTRACT TEMPLATE



Organization for Security and  
Co-operation in Europe

### LEASE AGREEMENT

between

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

and

*[name of the Lessor]*

### FOR THE LEASE OF THE PREMISES

*[“short form name of the premises”]*

This Lease Agreement (hereinafter referred to as the “Lease”) is made between the **Organization for Security and Co-operation in Europe (OSCE)** (hereinafter referred to as the “Lessee”), represented by the **OSCE Office in Baku**, located at *[insert applicable address]* and *[legal name of the lessor]*, *[description of lessor’s status as an entity]* located at *[insert applicable address]* (hereinafter referred to as “the Lessor”), each a “Party” and jointly referred to as the “Parties”.

#### **WHEREAS:**

- A. The Lessee has sought suitable premises for its OSCE Office in Baku;
- B. The Lessee and Lessor have come to a common understanding of the scope, rent and other terms and conditions for the leasing of the premises as defined and more fully described in the Lease; and
- C. The Lessor has reconfirmed that it possesses the required rights, knowledge, capacities, skills, facilities and personnel to lease the Premises for the purposes of the Lease, and is able to enter into the Lease and fulfill its terms in accordance with the terms and conditions contained herein.

**NOW, THEREFORE**, the Parties enter into the Lease as follows:

#### **1. Object of the Lease**

- a) The object of the Lease is the premises located at **[full address of premises]** consisting of a total net floor area of **[sq.m.]** square meters as identified in Annex [#] together with the fixtures identified in Annex [#] and the inventory identified in Annex (collectively “the Premises”).
- b) The Lessor leases the Premises together with the common and communal areas shared with other persons or entities in the building housing the Premises including but not limited to entrances, public halls, corridors, elevators, stairways and public toilets.
- c) The Lessor declares that it is the sole and rightful owner of the Premises and that it has full legal rights to lease the Premises to the Lessee and to enter into the Lease. The Lessor declares that the

documents provided in Annex [#] are genuine and demonstrate that it is the sole and rightful owner of the Premises.

- d) The Lessor declares that there are no mortgages, charges, liens or other encumbrances, registered or otherwise, on the Premises. The Lessor shall not cause or permit any mortgage, charge, lien or other encumbrance to be attached to the Premises. In the event of any such occurrence, the Lessor shall immediately inform the Lessee by written notice.

## **2. Use of the Premises**

- a) The Lessee may use the Premises primarily as an office and for any activities connected with its mandate.
- b) The Lessor is aware of and accepts the special status that the Lessee enjoys in the country where the Premises is located.

## **3. Lease Period and Extension**

- a) The period of the Lease will commence on *[Lease start date]* and, unless terminated earlier or extended, shall expire on *[Lease end date]*.
- b) The period of the Lease may be extended by the Lessee for an unlimited number of times on the same terms and conditions for additional periods of up to one (1) calendar year upon the Lessee providing written notice to the Lessor at least *[thirty (30) days]* before the expiry of an applicable Lease period.

## **4. Amount of Rent**

- a) For each calendar month the Lessee occupies the Premises during the lease period, the Lessee will pay rent to the Lessor in the amount of *[amount and currency]*.
- b) By virtue of the Lessee's special status in the country and the exemptions enjoyed by the Lessee as stipulated in the Memorandum of Understanding signed by the Republic of Azerbaijan and the OSCE and recognized by the applicable local authorities, no VAT taxes, duties or charges of any kind, whether direct or indirect in nature, shall be levied on rent or be payable by the Lessee. Any taxes, duties or charges related to the Premises shall be the sole responsibility of and be fully borne by the Lessor.

## **5. Payment of Rent**

The Lessor shall issue a formal invoice to the Lessee for each rental payment due. Each original invoice shall reference the Lease and shall be sent to: *[address]*.

- a) The rent due shall accrue on a *[select: monthly ~~lorl~~ quarterly]* basis (i.e., the Lessee will pay *[1 ~~lorl~~ 3]* months' worth of rent per payment) which shall become payable *[ten (10)]* days following the end of the applicable *[month ~~lorl~~ quarter]*. For any period during which the Lessee did not fully occupy the Premise, the rent due shall be pro-rated. The Lessee shall not pay any surcharge or interest for late payments.

- b) Payments shall be transferred by the Lessee into the following bank account of the Lessor: *[bank account details with payee name exactly matching the Lessor's legal name]*.

#### 6. *Utilities and Services*

- a) The amount of rent stated in Article 4 ('**Error! Reference source not found.**') above shall include the following utilities and services: *[list in detail and use additional Annex(s) if necessary, e.g., electricity, gas, water, heating, etc.]*.
- b) The amount of rent stated in Article 4 ('**Error! Reference source not found.**') above shall further include the Lessee's portion of costs for applicable communal or shared services including but not limited to *[list in detail, e.g., garbage disposal, snow clearance, landscaping, etc.]*.
- c) The Lessee shall directly arrange and pay the costs it incurs for other utilities and services it may wish to utilize. The Lessee may itself conclude the necessary agreements and arrangements to secure these utilities and services, and may use providers of its own unrestricted choice, at all times with the Lessor agreeing to provide all cooperation that may be required.

#### 7. *Hand-over of Premises*

- a) The Premises shall be handed over to the Lessee on or before *[date]* in good working condition and with all fixtures, inventory and related installations and facilities as specified in Article 1 ('**Error! Reference source not found.**') above.
- b) Prior to the Lessee moving into the Premises, a hand-over certificate, in a form satisfactory to the Lessee, shall be prepared and signed by both Parties. The readings of water, electricity and any other relevant utilities shall be recorded on the date of the hand-over in the presence of both Parties, and shall be signed by both Parties.
- c) The Lessee shall not be responsible, and cannot be held liable, for any costs associated with the Premises which arose before the later of (i) the date of the entry into force of the Lease or (ii) the date the Lessee occupied the Premises.
- d) In the event the hand-over certificate contains a record of any deficiencies, they shall be rectified by the Lessor within a reasonable period of time and as mutually agreed by the parties. The continuing existence of such deficiencies may constitute grounds for a reduction of the rental amount or termination of the Lease pursuant to Article **Error! Reference source not found.**.

#### 8. *Security; Access*

- a) The Lessee may, at its own expense and without permission by the Lessor, establish security measures, including but not limited to access control and surveillance systems. The Lessor shall co-operate with and assist the Lessee in implementing such measures.
- b) The Lessor shall ensure that the staff of the Lessee has access to the Premises at any time required by the Lessee.
- c) If the Lessor, or any third party on the Lessor's behalf, wishes to access the Premises pursuant to any provisions of the Lease, the Lessor shall submit a written request to the Lessee *[two (2) weeks]* in advance. The Lessor, or any third party on the Lessor's behalf, shall have access to the Premises only after such authorization by and under the supervision of the Lessee. In particular, the Lessee shall approve in advance any work schedule proposed by the Lessor.

- d) The Lessor may enter the Premises forthwith only in cases of extreme emergency to make urgent repairs and shall provide notice thereof to the Lessee as soon as possible.

#### **9. *Alterations and Improvements to the Premises***

- a) The Lessee shall have the right to make, at its own expense, any improvements or alterations to the Premises that it deems necessary for the performance of its mandate. Further, the Lessee shall be entitled to affix externally to the Premises any signs, symbols and/or flags it deems appropriate for the performance of its mandate.
- b) Major alterations or improvements that affect the structure of the Premises shall require prior consent of the Lessor.

Any fixtures, equipment or similar installations installed in the Premises in the course of alteration or improvement works shall remain the exclusive property of the Lessee and may be removed by the Lessee at any time during the term of the Lease or upon the termination thereof.

#### **10. *Maintenance***

- a) The Lessor shall maintain the Premises and the common and communal parts of the building housing the Premises, including but not limited to entrances, public halls, corridors, elevators, stairways, and public toilets in good repair and tenantable condition. For these purposes, and subject to Article **Error! Reference source not found.** (**Error! Reference source not found.**), the Lessor may enter, inspect and perform necessary work to the Premises.
- b) The Lessor shall maintain any sidewalks and parking spaces connected with the Premises in proper condition including being free of ice, snow and any obstruction, and accepts all responsibility in connection therewith.
- c) Should the Lessor refuse to perform any maintenance or repairs that, in the Lessee's opinion are necessary, the Lessee may directly arrange and pay for such maintenance or repairs and may, without limitation, deduct the costs from any rent due to the Lessor.

#### **11. *Return of the Premises***

- a) Upon the expiration or termination of the Lease, the Premises shall be handed over to the Lessor in the same condition in which they were initially taken over, except for normal wear and tear or damage by the elements or by circumstances over which the Lessee has no control.
- b) Notwithstanding the above, if the Lessee decides to modify the layout of partition and other non-structural walls, and related fixtures and installations within the Premises as contemplated within Article **Error! Reference source not found.** (**Error! Reference source not found.**), the Lessor agrees to take them over on an "as is" basis, provided that these fixtures are of the same, or comparable, quality and quantity.

#### **12. *Termination***

- a) The Lessee may terminate the Lease at any time, in whole or in part, by providing 30 (thirty) days written notice to the Lessor.

- b) Upon any termination (including expiry) of the Lease, the Lessor shall immediately return to the Lessee any funds held on deposit, or any rent paid for periods accruing beyond the date of any such termination, or any amounts otherwise owed or credited to the Lessee or, failing which, the Lessee may set-off such amounts against any rent or other amounts owed to the Lessor.
- c) The Lessee may terminate the Lease with immediate effect, without paying compensation of any kind, where the Lessor:
  - i) fails, without justification, to fulfill any of the obligations incumbent on it and, after being provided written notice by the Lessee to comply with those obligations, still fails to do so within thirty (30) days of the sending of the Lessee's notice;
  - ii) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into arrangements with creditors, has suspended business activities, is the subject of proceedings concerning those matters or is in any analogous situation arising from a similar procedure provided for in national legislation;
  - iii) has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata or is guilty of gross professional misconduct proven by any justified means;
  - iv) engages in any act of fraud or corruption or is involved in a criminal organization or any other illegal activity: this provision also applies to the employees, partners, subcontractors and agents of the Lessor;
  - v) changes legal personality; or
  - vi) makes any false or incomplete statements.

### **13. Insurance**

- a) The Lessor shall keep the Premises insured for all risks, covering the risk of damages due to fire, weather, electrical faults, vandalism and explosion as well as earthquake; and for damages caused by burst pipes, theft and all common hazards, for the Premises and all assets that are the property of the Lessor.
- b) Upon request by the Lessee, the Lessor shall promptly produce documentary evidence that any required insurance policies are in force. Additionally, the Lessor shall promptly present to the Lessee any information concerning a material change in insurance coverage.
- c) If the Lessor fails to comply with the obligations in this Article, the Lessee shall be entitled to procure equivalent insurance and, without limitation, to deduct such costs from any rent or other sums due to the Lessor.

### **14. Indemnity**

- a) The Lessor shall indemnify, hold harmless and defend at its own expense the Lessee, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including without limitation costs and expenses resulting from acts or omissions of the Lessor or its employees, agents or subcontractors arising out of or in connection with the Lease or Premises, or from its insurance coverage or lack thereof.

### **15. Force Majeure**

- a) In the event that the Premises or any part of thereof are damaged by fire, *force majeure* or any other event beyond the Lessee's control, the Lessee shall give immediate written notice thereof to the Lessor. Upon receiving such notice, the Lessee may elect from the following options:

- i) that the Lessor shall at its own expense repair the relevant damage and the Lessee shall pay rent proportionate to the part(s) of the Premises that the Lessee can use. However, should the Lessor fail to repair the damage within two weeks, the Lessee may terminate the Lease forthwith.
  - ii) that the Lessee may terminate the Lease.
- b) The Lessor shall be responsible for finding alternative accommodation for the Lessee during any time that the Lessee cannot use the Premises or parts of it.

#### 16. *Notices*

- a) Unless otherwise agreed by the Parties in writing, any notice given in connection with the Lease shall be in English, and shall be deemed to be validly given if sent by registered mail or by facsimile *[if desired: or electronic mail]* to the following contact persons:
  - Lessee: [name, address, phone, fax, [email]]*
  - Lessor: [name, address, phone, fax, [email]]*
- b) Unless otherwise specified in the Lease, a change to the person(s) acting as a Party's contractual or technical focal point(s) does not require a formal amendment, and may be affected by means of a written notification.

#### 17. *Discretion and Confidentiality*

- a) The Lessor is required to exercise the utmost discretion in all matters relating to the Lease. Unless required in connection with the performance of the Lease or expressly authorized in writing by the Lessee, the Lessor shall not disclose at any time to any third party any information which has not been made public and which is known to the Lessor by reason of its association with the Lessee. The Lessor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, or termination of the Lease.

#### 18. *No Advertising*

- a) Unless authorized in writing by the Lessee, the Lessor shall not advertise or otherwise make public for the purpose of commercial advantage the fact that it is a contractor to the Lessee, and shall not use the name, emblem, logo, official seal or any abbreviation of the Lessee.

#### 19. *No Assignment*

- a) The Lessor shall not assign, transfer, pledge or make other disposition of the Lease or any part thereof or of any of the Lessor's rights, claims or obligations under the Lease except with the express written consent of the Lessee. Any assignment made without such consent shall be void and without effect.

#### 20. *No Conflict of Interest*

- a) The Lessor declares that, except as may have been disclosed to the Lessee in writing, neither it nor any of its personnel has a Conflict of Interest with the Lessee, and that it shall immediately disclose in writing any actual or potential Conflict of Interest that later arises and await further instructions

from the Lessee. Any violation of this Article shall constitute a material breach, entitling the Lessee to terminate the Lease with immediate effect. For the purposes of this Article, "Conflict of Interest" means any situation involving competing professional and personal objectives, which could either impair fulfillment of the Lessor's obligations under the Lease or create an appearance of impropriety.

**21. *OSCE Staff Members Not to Benefit***

- a) The Lessor shall not grant to any official of the Lessee any direct or indirect benefit or preferential treatment on the basis of the Lease or the award thereof. Any violation of this Article shall constitute a material breach, entitling the Lessee to terminate the Lease with immediate effect.

**22. *Recordkeeping***

- a) The Lessor shall keep accurate and systematic accounts and records in respect of its performance of the Lease, in accordance with internationally accepted bookkeeping standards and principles.

**23. *Audit***

- a) The Lessor shall permit the Lessee or its designated representative periodically, and up to 7 (seven) years after the completion, expiration, cancellation or termination of the Lease, to examine these accounts and records, to have them audited by third parties appointed by the Lessee and to have copies made. Any price charged to the Lessee for copies shall not exceed reasonable, actual expenses incurred by the Lessor.

**24. *Amendments***

- a) No modification, amendment or change to the Lease, or waiver of any of its provisions, or any additional contractual relationship between the parties shall be valid unless approved in the form of a written amendment to the Lease, signed by a duly authorized representative of each Party.

**25. *Waiver***

- a) A waiver of any breach of or default under the Lease shall not constitute a waiver of any other breach or default, and shall not affect the other terms of the Lease. The rights and remedies provided by the Lease are cumulative and are not exclusive of any other rights or remedies.

**26. *Severability***

- a) The invalidity or unenforceability in whole or in part of any condition of the Lease shall not affect the validity or enforceability of the remaining conditions thereof.

**27. *Entire Agreement***

- a) The Lease constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between them, whether orally or in writing, relating to the subject matter thereof.

**28. *Interpretation of the Lease***



- a) Article headings are inserted for reference only and shall not be used for any interpretation of the Lease.
- b) Where the context so permits, “or” shall be construed as meaning “and/or,” words in the singular shall be deemed to include the plural and vice versa and words in the masculine form shall be deemed to include the feminine and vice versa.

### **29. *Privileges and Immunities***

- a) Nothing in or relating to the Lease shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the Lessee.

### **30. *Capacity and Authority***

- a) Each Party declares that its signatory is duly authorized to enter into the Lease on behalf of, and to bind, that Party.

### **31. *Governing Law***

- a) The Lease shall be governed by and construed in accordance with the substantive laws of the Republic of Austria.

### **32. *Settlement of Disputes***

- a) The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Lease or its interpretation. Any dispute, controversy or claim arising out of or in relation to the Lease shall be settled through negotiations between the Parties. If the Parties fail to settle the dispute amicably within 60 (sixty) Days of commencement of the negotiations, the dispute shall be settled through arbitration. Arbitration shall be performed in accordance with the UNCITRAL arbitration rules. One sole arbitrator, who shall have full powers to make final and binding decisions, shall be appointed. The appointing authority shall be the Permanent Court of Arbitration at The Hague. The place of arbitration shall be Vienna and the language used in the arbitration proceedings shall be English.

### **33. *Precedence of Lease Documents***

- a) The Lessor has studied and is familiar with all documents comprising the Lease, of which the Annexes and documents incorporated by way of reference form an integral part hereof. In the event of any discrepancy, the document to prevail shall be determined in the following order:
  - i) This Lease Agreement;
  - ii) Annex A – [Floor-Plans (and plans of all technical installations)];
  - iii) Annex B – [List of Fixtures, Facilities, Technical Installations, etc.];
  - iv) Annex C – [List of Inventory];
  - v) Annex D – [Hand-Over Protocol];
  - vi) Any written clarification notes exchanged between the Lessee and the Lessor with respect to the subject matter of the Lease, which are incorporated by way of reference./

**34. Agreement Copies**

- a) The Lease has been made in two (2) identical copies in the English language, one (1) original for each Party.

***IN WITNESS WHEREOF***, the Parties hereto have executed the Lease in Baku, Azerbaijan.

**for the Lessor**

Signed and Sealed by

\_\_\_\_\_

***[name],***  
***[title]***

***[address]***

Date\_\_\_\_\_

**for the Lessee**

Signed and Sealed by

\_\_\_\_\_

***[name],***  
***[title]***

***[address]***

Date\_\_\_\_\_



# PARTICIPATION FORM

Reference : Rental of Premises to the OSCE Tender No.: RFP/AZE/001/2013

Subject: .....

Closing date: 26 February 2013

A pre-tender meeting will be held at the OSCE Office in Baku, 96 Nizami Str., The Landmark III, 2nd Floor on 11 February 2013 at 11.00 hrs

Company Name: .....

Contact Points: ..... (email, telephone no. fax no. etc.)

We

/ / INTEND                      / do NOT INTEND

to submit a bid/proposal in response to the above-mentioned tender.

We will

☒ **ATTEND** the pre-tender meeting      ☐ NOT ATTEND the pre-tender meeting

The following company representative(s) will attend:

Name(s): 1. ....

2. ....

If you do not intend to submit a bid, please specify the reason:

.....

.....

.....

.....

Signature:

Date:

Please return this form to [tender-az@osce.org](mailto:tender-az@osce.org) by 8 February 2013