



**BIDDING DOCUMENTS
FOR SALE OF MOTOR VEHICLE**

ITB No. AZE 08/2009

BAKU, AZERBAIJAN



Organization for Security and Co-operation in Europe

Office in Baku

Fund Administration Unit

The Landmark III, 96 Nizami St., AZ1010 Baku, Azerbaijan

Date: 14 September 2009

Invitation to Bid No. AZE 08/2009 Sale of Motor Vehicle

The Office in Baku of the Organization for Security and Co-operation in Europe (hereinafter called "the OSCE") invites sealed bids for the purpose of sale of motor vehicle (hereinafter called "the Vehicle") currently placed in Baku.

In addition to this Invitation to Bid the Bidding Documents also include:

- Section I: Instructions to Bidders
- Section II: Forms of Bid
- Section III: Terms of Reference
- Section IV: Vehicle Inspection Forms
- Section V: Technical Specifications
- Section VI: Form of Contract

Any Contract placed as a result of this Invitation to Bid shall be bound by the Form of Contract contained in the Bidding Documents.

Bids must be delivered at the following address:

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

Bids must be delivered on or before **5 October 2009, 12:00 hrs (GMT+4)** in a sealed envelope marked with **"TTB No. AZE 08/2009 – Sale of Motor Vehicle - Do Not Open Before 5 October 2009, 12:00 hrs (GMT+4)"**.

Bids sent by e-mail and fax will not be accepted. The bid prices shall be quoted in EURO.

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

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

**Office in Baku
Fund Administration Unit
The Landmark III, 96 Nizami St., AZ1010 Baku, Azerbaijan
Attn: Mr. Ilgar Hasanov, Procurement assistant
Email: ilgar.hasanov@osce.org**

CONTENTS

Invitation to Bid	2
SECTION I - INSTRUCTIONS TO BIDDERS.....	5
1. ELIGIBLE BIDDERS	5
2. OSCE PRIVILEGES AND IMMUNITIES	5
3. COST OF BIDDING	5
4. CONTENT OF BIDDING DOCUMENTS.....	5
5. CLARIFICATION OF BIDDING DOCUMENTS	5
6. AMENDMENTS TO BIDDING DOCUMENTS.....	5
7. LANGUAGE OF BID.....	6
8. DOCUMENTS COMPRISING THE BID	6
9. BID SUBMISSION FORM.....	6
10. BID PRICE	6
11. BID CURRENCY	6
12. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATIONS	6
13. PERIOD OF VALIDITY OF BIDS	6
14. FORMAT AND SIGNING OF BID	6
15. SEALING AND MARKING OF BIDS	6
16. DEADLINE FOR SUBMISSION OF BIDS	7
17. LATE BIDS	7
18. MODIFICATION AND WITHDRAWAL OF BIDS	7
19. OPENING OF BIDS BY THE OSCE.....	7
20. CLARIFICATION OF BIDS	7
21. EVALUATION ON SUBSTANTIAL RESPONSIVENESS OF BIDS.....	7
22. FINANCIAL EVALUATION	7
23. CONFIDENTIALITY.....	7
24. AWARD CRITERIA	7
25. OSCE'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.....	8
26. CONTRACT.....	8
Section II. FORMS OF BID.....	9
SECTION II - A: BID SUBMISSION FORM	9
SECTION II- B: QUALIFICATIONS AND EXPERIENCE.....	10
SECTION II- C: PRICE SCHEDULE.....	11
Section III. TERMS OF REFERENCE	12
Section IV. VEHICLE PHOTOS.....	16
Section V. TECHNICAL SPECIFICATIONS	188
Section VI. FORM OF CONTRACT	199
1. GENERAL PROVISIONS	20
1.1 DEFINITIONS.....	20
1.2 COMPLIANCE TO CONTRACT AND ANNEXES	221
2. Object and Purpose.....	2121
2.1 CONDITION OF VEHICLE.....	2121
2.2 VEHICLE REGISTRATION	2121
2.3 HOMOGENIZATION	2121
2.4 CUSTOMS STATUS.....	2121
2.5 HAND-OVER	2121
3. Purchase Price	222
4. General Obligations of the OSCE.....	222
5. General Obligations of the Buyer	222
6. Transfer of Ownership	233
7. Disclaimer and Indemnity	233
8. Retrieval of the Vehicle.....	234
9. Payment	244
10. Termination	244
11. Force Majeure	245
12. Term	255
13. Settlement of Disputes	255
14. Privileges and Immunities	255
15. Other Agreements and Entire Agreement	255
16. Officials not to Benefit	255
17. Waiver	256
18. Confidentiality	266
19. Advertising.....	266
20. Notice.....	266

21.	Contract Amendment(s).....	266
22.	Assignment.....	266
23.	Headings.....	266
24.	Validity and Severance	266
25.	Due Authorization.....	266
26.	Governing Law	266
27.	Signatures and Dates	267
	List of Annexes	288
	ANNEX 'A': PRICE SCHEDULE	288
	ANNEX 'B': VEHICLE INSPECTION FORMS	288

SECTION I - INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS

1.1 This Invitation to Bid is open to all eligible bidders as defined in ITB Clause 1.2.

1.2 Bidders shall not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the OSCE to provide consulting services for the preparation of the design, specifications, and other documents to be used for the sale of the Vehicles under this Invitation to Bid.

1.3 Bidders 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 Invitation to Bid.

2. OSCE PRIVILEGES AND IMMUNITIES

2.1 Nothing in or relating to these Bidding Documents shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the OSCE.

3. COST OF BIDDING

3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, including costs relating to award, and the OSCE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. CONTENT OF BIDDING DOCUMENTS

4.1 In addition to the Invitation to Bid, the Bidding Documents include:

Section I:	Instructions to Bidders
Section II:	Forms of Bid
Section III:	Terms of Reference
Section IV:	Vehicle Inspection Forms
Section V:	Technical Specifications
Section VI:	Form of Contract

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid not substantially responsive to the Bidding Documents in every respect will be at the

Bidder's risk and may result in the rejection of its Bid.

5. CLARIFICATION OF BIDDING DOCUMENTS

5.1 Any prospective Bidder requesting any clarification on any contents in the Bidding Documents may notify the OSCE in writing, e.g. by ordinary mail, facsimile or email, at the OSCE's address indicated in the Invitation to Bid.

5.2 The OSCE will respond in writing to any reasonable request for clarification on the contents in the Bidding Documents, which it receives no later than seven (7) calendar days prior to the deadline for submission of bids. Written copy of the OSCE's response (including a description of the contents of the query but without identifying the source thereof) will be published on the OSCE web-site at <http://www.osce.org/tenders/>.

5.3 Bidders are invited to inspect the Vehicle at the location. The date of inspection visit shall be coordinated directly with the relevant contact person named below who shall be contacted reasonably in advance in order to make necessary arrangements. Please note that inspection is optional and is not a pre-condition for participation in the tender. Bidders shall make inspection visits at their own risk and cost.

1. Mr. Ilgar Hasanov, Procurement Assistant
Email: ilgar.hasanov@osce.org
Phone: +994 12 4972373

6. AMENDMENTS TO BIDDING DOCUMENTS

6.1 At any time prior to the deadline for submission of bids, the OSCE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment which will be published on the OSCE web-site at <http://www.osce.org/tenders/>.

6.2 All prospective Bidders are requested to regularly visit the OSCE web-site to view any amendment made to the Bidding Documents. The amendments will be binding on the Bidders. The OSCE will assume no responsibility for the Bidder's non-familiarity with any amendment issued pursuant to this clause.

6.3 In order to provide Bidders reasonable time for incorporating such amendments of the Bidding Documents into their Bids, the OSCE may extend the deadline for the submission of bids.

7. LANGUAGE OF BID

7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the OSCE shall be written in the English language.

8. DOCUMENTS COMPRISING THE BID

8.1 The Bid prepared by the Bidder shall comprise the Forms contained in Section "Forms of Bid", duly completed and signed by the Bidder, in accordance with ITB clauses 9, 10, and 11.

9. BID SUBMISSION FORM

9.1 The Bidder shall complete the Bid Submission Form and other forms contained in Section "Forms of Bid" in the Bidding Documents.

10. BID PRICE

10.1 The Bidder shall indicate on the Price Schedule the offered purchase price per vehicle. The purchase price indicated by the Bidder shall be on a completely net basis to the OSCE, meaning that, in case of award, the OSCE shall receive the full purchase price indicated from the selected Bidder and that the Bidder shall be solely liable and responsible for any and all taxes, VAT, license fees, export costs, duties or any other charges or fees which may be applicable to the subject vehicle.

10.2 Prices quoted by the Bidder shall be fixed and not subject to variation on any account.

11. BID CURRENCY

11.1 All prices shall be quoted in EURO.

12. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATIONS

12.1 Pursuant to ITB clause 8, the Bidder shall furnish as part of its Bid:

- (a) A brief description of the Bidder's organization;
- (b) Documentary evidence that the Bidder has the financial capability necessary to perform the contract including information on annual turnover

for the last year and latest annual audited financial statement demonstrating to the OSCE's satisfaction a sound financial standing and liquidity position.

13. PERIOD OF VALIDITY OF BIDS

13.1 Bids shall remain valid for the period of ninety (90) days after the date of bid submission prescribed by the OSCE, pursuant to ITB clause 16. A bid valid for a shorter period shall be rejected by the OSCE as non-responsive.

14. FORMAT AND SIGNING OF BID

14.1 The Bidder shall prepare an original and two (2) copies of the Bid, clearly marking each "ORIGINAL" and "COPY", as appropriate. In the event of any discrepancy between them, the original shall govern.

14.2 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

15. SEALING AND MARKING OF BIDS

15.1 The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) be addressed to the OSCE at the following address:

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

and

- (b) be marked with "ITB No. AZE 08/2009 – Sale of Motor Vehicle - Do Not Open Before 5 October 2009, 12:00 hrs (GMT+4)".

15.3 All inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" or the Bid is validly withdrawn by the Bidder.

15.4 If the outer envelope is not sealed and marked as required by ITB clause 15.2, the OSCE will assume no responsibility for the Bid's misplacement or premature opening.

16. DEADLINE FOR SUBMISSION OF BIDS

16.1 Bids must be received by the OSCE at the address specified under ITB Clause 15.2 (a) no later than **5 October 2009, 12:00 hrs (GMT+4)**.

16.2 The OSCE may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB clause 6, in which case all rights and obligations of the OSCE and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. LATE BIDS

17.1 Any Bid received by the OSCE after the deadline for submission of bids prescribed by the OSCE pursuant to ITB clause 16 will be rejected and returned unopened to the Bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS

18.1 The Bidder may modify or withdraw its Bid after the Bid's submission, 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 16, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**," as appropriate.

19.2 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.

19. OPENING OF BIDS BY THE OSCE

19.1 The OSCE will open the Bids after the bid submission deadline.

20. CLARIFICATION OF BIDS

20.1 During evaluation of the Bids, the OSCE may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted. Failure by any Bidder to

timely and duly respond to a request for clarification may result in the rejection of its Bid.

21. EVALUATION ON SUBSTANTIAL RESPONSIVENESS OF BIDS

21.1 The OSCE will evaluate the Bids to establish the Bids' substantial responsiveness.

21.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission.

21.3 The OSCE may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

22. FINANCIAL EVALUATION

22.1 After evaluation on substantial responsiveness of the Bids is completed, the OSCE will compare the prices offered in the Bids, which have been determined to be substantially responsive, with a view to select the Bidder whose Bid offers the highest purchase price.

22.2 The OSCE will determine whether the price information is complete and correct any computational or arithmetical errors.

22.3 Computational or arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

23. CONFIDENTIALITY

23.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the OSCE on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendation for award, shall not be disclosed.

23.2 Any effort by a Bidder to influence the OSCE in its decisions on bid evaluation, bid comparison, or award may result in the rejection of the Bidder's Bid.

24. AWARD CRITERIA

24.1 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 highest priced Bid.

25. OSCE'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

26. CONTRACT

26.1 The Form of Contract contained in the Bidding Documents shall apply to any Contract placed as a result of this bidding.

26.2 Upon receipt of the signed Contract, the OSCE will notify the unsuccessful Bidders.

Section II. FORMS OF BID

SECTION II - A: BID SUBMISSION FORM

Date _____

ITB No. AZE 08/2009 – Sale of Motor Vehicle

To: **OSCE Office in Baku**
The Landmark III, 96 Nizami St.
AZ1010 Baku, Azerbaijan

Having examined the Bidding Documents ITB No. AZE 08/2009 and any addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, we offer to purchase the Vehicle under the following No. _____ *[the Bidder to specify the number and title]*, for the sum of EUR _____ *[the Bidder to insert total Bid amount in words and figures]* in conformity with the said Bidding Documents in accordance with the Bid Forms attached herewith and made part of this Bid.

We agree to abide by this Bid for the Bid Validity Period specified in the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the highest priced or any bid you may receive.

We certify and confirm that we comply with the eligibility requirements stated in ITB clause 1 of the Bidding Documents.

We certify and confirm that we comply with the vehicle disposal requirements stated in Section III “Terms of Reference” of the Bidding Documents.

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

 [Bidder to sign]

Duly authorized to sign Bid for and on behalf of

 [Bidder to insert Corporate Name of Bidder]

SECTION II– B: QUALIFICATIONS AND EXPERIENCE**Company Details and General Information**

Name of Firm:			
Street Address:	Postal Code:	City:	Country:
P.O. Box and Mailing Address:			
Telephone Number:			
Fax Number:			
E-mail Address:			
www Address:			
Contact Name:			
Contact Title:			
Year Established:			
Corporate Seat:			
Number of Staff Employed:			

Financial Information

Annual Turnover for the last year:	
Year	Total Turnover (EURO)

The Bidders shall also attach the latest audited annual financial statement.

Signature of Bidder: _____

SECTION II- C:PRICE SCHEDULE

Lot 1.1:

	Make and Model	Chassis Number	Purchase Date	Original Purchase Price, EUR	Actual Mileage, km	Physical Location	Offered price, EUR
1.1.1.	Lada VAZ 21213 Niva	XTA21213031700922	20-Apr-03	4,366	45,273	Baku HQ	
TOTAL PRICE:							

Section III. TERMS OF REFERENCE

1. Background

The Organization for Security and Co-operation in Europe (OSCE) is the largest regional security organization in the world with 56 participating States from Europe, Central Asia and North America. It is active in early warning, conflict prevention, crisis management and post-conflict rehabilitation.

The OSCE headquarters are located in Vienna, Austria. The Organization also has offices and institutions located in Copenhagen, The Hague, Prague and Warsaw. The OSCE employs about 3,500 staff in its institutions and 19 missions and field activities located in Eastern Europe, South-Eastern Europe, the Caucasus, and Central Asia. Please check <http://www.osce.org> to find more about the OSCE.

2. Objective

The objective of this Invitation to Bid ("ItB") is to obtain competitive proposals and to award contract for the sale of vehicle located in Baku, Azerbaijan and to perform the following services:

- Upon award, conclude contract for the purchase of vehicle announced for sale based on the awarded bid price
- Undertake all steps, as stipulated in these Terms of Reference for transferring the legal title, take over, physical removal from the OSCE premises
- Undertake all steps for formalizing the protocol and customs status with the local authorities in full compliance with the local legislation
- Dispose-of the vehicles either within or outside the country of current location
- Provide all required documents to the Procurement Unit of the Office in Baku evidencing disposal of vehicles

3. OSCE Vehicle Disposal Requirements

The Buyer shall provide vehicle disposal services to the OSCE including but not limited to the following:

Requirements	
Geographical Scope	Location 1: OSCE Office in Baku Lot 1.1. Lada VAZ 21213 Niva
Description of the Vehicles	This Invitation to Bid shall be supported by adequate technical documentation in the form of a duly completed Vehicle Inspection Form (Section IV) as well as detailed Technical Specifications (Section V). The OSCE shall also provide to the Buyer the historical purchase price of the vehicle offered for sale as well as the starting sales price.
Determination of the Sales Price	The Starting Sales Price is the minimum guaranteed sales price for the OSCE. It shall be determined by the OSCE as a minimum price per vehicle. Potential bidders are required to fill in the Price Schedule (Section II-C) by specifying the sales price(s) offered to pay for specific vehicle and lot. The OSCE retains the right to deny concluding a contract for any specific vehicle in case that the offered sales price is lower than the starting sales price.
Import Status	OSCE vehicle is under temporary import status in Azerbaijan in accordance with the diplomatic immunity of the OSCE Field Operation and individual Memorandum of Understanding with the respective host country's government.

De-registration and De-marking of the Vehicles	<p>Upon conclusion of the sale, the OSCE shall void and terminate any and all OSCE insurance contracts pertaining to the Vehicle, and shall terminate the registration for the Vehicle from any applicable national or international registration or other authority. The OSCE shall remove all applicable OSCE license plates of any Vehicle prior to executing the Hand-Over Form, and handing over the Vehicle to the Buyer.</p> <p>The OSCE shall remove all marks, official signs or insignia from the Vehicle prior to their hand-over to the Buyer.</p>
Temporary Storage	<p>The OSCE shall permit the Buyer to store the Vehicle on the OSCE premises for a time period of up to fourteen (14) Days. Within such time period, the storage of such Vehicle shall be at no cost to the Buyer.</p> <p>In the event, the Buyer fails to retrieve such Vehicle on or before the expiration of the above stated time period, the Buyer shall notify the OSCE immediately and may be obliged to compensate the OSCE on terms to be mutually agreed upon between the Parties.</p> <p>Notwithstanding the fact that such temporary storage on OSCE premises shall be permitted, the Buyer agrees and accepts that the OSCE shall not be liable nor responsible for any damages that may occur on the Vehicle or any claims arising while the Vehicle is temporarily stored on the OSCE premises or any other premises.</p>
Settlement of Payment	<p>The awarded Buyer will be requested to settle the payment by bank transfer within one week following the notification of award (bank details will be provided upon sales award).</p>
Hand over and Retrieval of the Vehicles	<p>The OSCE will undertake all administrative and legal acts in order to allow handing over the vehicle to the Buyer within one week after the awarded Buyer has settled the payment.</p> <p>The Buyer shall without unreasonable delay notify the OSCE of the timing and means of retrieving and removing the Vehicles from the OSCE premises. Retrieval by the Buyer of such Vehicle shall require the execution of a Vehicle Hand Over Form. The Buyer shall be liable and responsible for all costs and expenses arising out of the hand-over, retrieval and removal of such Vehicle.</p>
Disposal of the Vehicles by the Buyer	<p>In the cases where the vehicles sold are not authorized/intended to be used within the country of current location, the Buyer shall export and physically remove the vehicle from such territory/country by respecting any legal regulations, including export, customs, financial and administrative laws and regulations governing the temporary importation of goods for diplomatic entities in that territory and country. The vehicle shall be exported without unreasonable delay following the date of execution of the Vehicle Hand Over Form. The OSCE may assist, to the extent reasonably possible, the retrieval of the vehicle by the Buyer and the exportation from the relevant territory or country.</p> <p>In the cases where the vehicles sold are authorized and intended for use within the country of current location, the Buyer shall be fully responsible and liable for the lawful importation or legal transfer to another diplomatic entity within that territory/country.</p>
Reporting of the final disposal of the vehicles	<p>The Buyer shall produce and provide to the OSCE relevant documentation, confirming that the Vehicle was validly and lawfully imported into the relevant territory/country of the place of sale, or exported from the relevant country/territory of the place of sale, as required.</p>
Site Visits	<p>For the purposes of the preparation and submission of proposals under this Invitation to Bid, the OSCE would allow for site visits in its Field Operation, aiming at providing the potential bidders with an understanding of the conditions of use, local infrastructure and service/maintenance arrangements.</p>

Annex A “Description of Lots”

OSCE Office in Baku

Lot 1.1:

	Make and Model	Chassis Number	Purchase Date	Original Purchase Price, EUR	Actual Mileage, km	Physical Location	Starting price, EUR
1.1.1.	Lada VAZ 21213 Niva	XTA21213031700922	20-Apr-03	4,366	45,273	Baku HQ	2,000

Section IV. VEHICLE PHOTOS





Section V. TECHNICAL SPECIFICATIONS

Location 1: OSCE Office in Baku

LOT 1.1

Vehicle 1.1.1

Make	Lada-Niva
Model	VAZ 21213
Chassis – No:	XTA21213031700922
Engine Type/No.	21213-7160339
Model Code	
Specification	General Export (For use under extreme climatic and physical conditions).
Steering	LHD – Left-hand driven
Engine	1.689 cc, 4 Cylinder, 55 kW/ 76 HP
Transmission	Manual, 5 speed, 4x4 traction
Suspension	Heavy Duty
Brakes	Front: Ventilated Disc – Rear: Drum
Tires / Rim	185/75 R16 All Season – Rim:16
Doors	3
Seats	Front: 2 – Rear: 2
Upholstery	Cloth
Dimensions	Length: 3720 mm Width: 1680 mm Height: 1680 mm
Ground clearance	220 mm
Weight	Cross Vehicle Weight: 1210 KG - Payload: 400 KG
Color	White
Options included	
	Mult T-Lock
	AM/FM Radio, Cassette Player, Speakers & Antenna
Import Customs Status	Can not be registered without tax in host country

Section VI. FORM OF CONTRACT

CONTRACT

No. xxxxx

between the

ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE

- AND -

- FOR THE -

SALE OF MOTOR VEHICLE

This Contract comprises this cover page, ____ pages of text and two (2) Annexes (A and B).

This Contract is made between:

The **OSCE Office in Baku**, having its headquarters located at The Landmark III, 96 Nizami St., AZ1010 Baku, Azerbaijan,

- and -

_____, having its headquarters located at _____,
_____.

WHEREAS:

- A. The OSCE owns certain motor vehicle, together with accompanying equipment, which is defined and further described in this Contract;
- B. The OSCE wishes to sell, and the Buyer wishes to purchase, the Vehicle in accordance with the terms and conditions set out in this Contract;

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:

- “Buyer” means _____ and its legal successor(s) in title to it;
- “Contract” means this contract and all other documents listed as Annexes, all as amended, consolidated, varied, replaced or extended from time to time;
- “*Force Majeure*” means an exceptional event or circumstance, which is beyond the reasonable control of a Party, 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 acts of God, material changes in laws or regulations, acts of a public enemy, civil disturbance, explosions and any other similar cause of equivalent force;
- “Day” means any calendar day;
- “OSCE” means the Organization for Security and Co-operation in Europe, including all institutions (the OSCE Secretariat, the Office of the High Commissioner on National Minorities (HCNM), the Office of Democratic Institutions and Human Rights (ODIHR), the Office of the Representative on Freedom of the Media) and the OSCE Missions (which in turn themselves include OSCE Centres, Groups, Presence, Offices and any other field operations), whichever is or are applicable;
- “Party” means the OSCE or the Buyer and “Parties” means the OSCE and the Buyer; and
- “Vehicle” means each motor vehicle, together with accompanying equipment, all as listed and further described in Annex ‘A’ (‘Price Schedule’) and Annex ‘B’ (‘Vehicle

Inspection Forms') attached hereto, and "Vehicles" means one or more or all of them, as applicable.

1.2 COMPLIANCE TO CONTRACT AND ANNEXES

The Buyer has and is familiar with the Contract and its Annexes. The Annexes form an integral part of the Contract. In the case of any discrepancies, ambiguities, or conflicts between or among the Contract and its Annexes, the applicable document to prevail shall be given precedence in the following order:

- (a) This Contract;
- (b) Annex A: Price Schedule
- (c) Annex B: Vehicle Inspection Form(s); and
- (d) the Buyer's submitted bid and any written clarification notes exchanged between the OSCE and the Buyer with respect to same.

2. Object and Purpose

This Contract shall establish the conditions of sale and purchase of the Vehicle. THE BUYER IS STRONGLY ENCOURAGED TO PERFORM ITS OWN DUE DILIGENCE AND MAKE ENQUIRIES TO ITS OWN SATISFACTION, INCLUDING BUT NOT LIMITED TO ALL MATTERS DESCRIBED IN THIS CLAUSE 2 ('Object and Purpose').

2.1 CONDITION OF VEHICLE

The Buyer has inspected, or been given the opportunity to inspect, the Vehicle and expressly accepts the Vehicle on an "as is, where is" basis ex-compound from the location where same was released to the Buyer, and not in reliance on any representation, warranty or statement (written or oral) made by or on behalf of the OSCE. The OSCE gives no warranty or guarantee, explicit or implied, of any kind with respect to the Vehicle or the Vehicle's fitness or usability for any particular purpose. To the full extent permitted under applicable law, the Buyer hereby waives any rights or claims in this respect.

2.2 VEHICLE REGISTRATION

The Vehicle sold under the terms and conditions of this Contract have not been registered under any country's legislation or administration. The Vehicle has been registered for the purposes of the OSCE operation under OSCE-own license plates, reflecting the diplomatic status which the OSCE enjoys.

2.3 HOMOGENIZATION

The Vehicle has usually not been homogenised in any country, which means, that the technical specifications of the Vehicle may not comply with any national requirements for importation, roadworthiness or technical restrictions. A national certificate of genuine registration has not been issued for this Vehicle.

2.4 CUSTOMS STATUS

The Vehicle has not necessarily been imported to the country where it was operated and/or from the location of which it is being sold. The Vehicle may also be subject to locally applicable export regulations or restrictions as applicable for temporary imported goods for diplomatic missions.

2.5 HAND-OVER

The OSCE shall hand-over any Vehicle sold to the Buyer under the terms and conditions of this Contract at the following location only: Baku, Azerbaijan.

3. Purchase Price

The OSCE shall sell the Vehicle to the Buyer “en bloc”, in consideration of the payment of the Buyer to the OSCE, the complete sum of €_____ (_____ *Euro*), and in consideration of all other assertions and obligations undertaken by the Buyer pursuant to this Contract.

4. General Obligations of the OSCE

4.1 Upon signature of this Contract, the OSCE shall issue to the Buyer an invoice for the purchase of the Vehicle for the sum of €_____ (_____ *Euro*).

4.2 Subject to the fulfilment of the obligations of the Buyer, and also subject to any representations made by the Buyer being true and accurate, the OSCE shall:

4.2.1 As soon as practicable but in any case no later than thirty (30) Days after receipt of payment pursuant to clause 9 herein, perform such administrative acts as are required of sellers of goods, by legislative and regulatory authorities, to ensure the lawful transfer of ownership and possession of the Vehicle to the Buyer;

4.2.2 Permit the Buyer to store the Vehicle on OSCE property in accordance with clause 8.7 (‘Collection Schedule’) below;

4.2.3 Upon transfer of ownership of the Vehicle, notify the Buyer of the location at which Vehicle may be retrieved; and

4.2.4 Upon receipt of documentary evidence pursuant to sub-clause 5.1.4 herein, shall facilitate to the extent reasonably possible the retrieval of the Vehicle by the Buyer, subject to the provisions of clause 9 herein.

4.3 The OSCE shall not in any way be held liable for the quality, assembly, armouring, technical condition and/or industrial standards applied for the production and use of this Vehicle.

4.4 The OSCE shall void and terminate any OSCE insurance coverage, registration and shall retain the OSCE registration plates upon the earlier of (i) hand-over of the Vehicle to the Buyer or (ii) thirty (30) Days following the receipt by the OSCE of the payment pursuant to clause 9 (‘Payment’) herein. Any insurance coverage, registration and/or plates (or related matters) required after this period shall be at the sole risk and expense of the Buyer;

4.5 The OSCE shall remove all marks, official signs or insignia from the Vehicle prior to their hand-over to the Buyer.

5. General Obligations of the Buyer

5.1 The Buyer shall:

5.1.1 Within thirty (30) Days of receipt of the invoice issued pursuant to sub-clause 4.1 herein, pay to the OSCE the sum of €_____ (_____ *Euro*). The OSCE may charge interest on any late payments due from the Buyer at the rate of four percent (4%) above the LIBOR base rate prevailing from time to time.

5.1.2 Assume all responsibility for regularising the customs status of the Vehicle by either exporting the Vehicle from Azerbaijan or importing the Vehicle for home consumption. In any case the Buyer shall prove to the OSCE by documentary evidence the completion of either customs clearance process prior to transfer of ownership of the Vehicle to the Buyer. The Buyer understands and accepts that the OSCE bears no responsibility in regard to regularisation of the Vehicle’s customs status whatsoever.

5.1.3 Be entirely responsible for the payment of all taxes, duties, license fees, customs charges and other such levies incurred or imposed pertaining to the subject of this Contract.

5.1.4 As soon as practicable but in any case no later than thirty (30) Days after payment of the invoice, perform such administrative acts as are required of buyers of goods, by legislative and regulatory authorities, to ensure the lawful transfer of ownership of the Vehicle from the OSCE, including but not limited to customs requirements, and present to the OSCE documentary evidence of compliance with all such requirements;

5.1.5 Retrieve the Vehicle within the earlier of (i) seven (7) Days from the transfer of ownership or (ii) within thirty-seven (37) Days following the receipt by the OSCE of the payment pursuant to clause 9 ('Payment') herein.

5.2 The Buyer shall ensure that the Vehicle shall not be used by itself or by any third party for illicit, unethical or unlawful purposes.

5.3 The sales price set forth in the Contract is net of any and all direct and indirect taxes, dues, customs duties and other levies, of any kind, and whatever their denomination. Should any such taxes, duties or fees become payable in connection with the execution of the Contract, the Buyer shall be solely responsible and liable for their payment or, as the case may be, for their reimbursement to the OSCE, if the OSCE has paid any such taxes, duties or fees.

6. Transfer of Ownership

6.1 The OSCE shall undertake all reasonable administrative and legal acts to facilitate the Buyer taking possession of the Vehicle after the payment in clause 3 has been received by the OSCE. Transfer of ownership in the Vehicle shall be deemed to take place when the Buyer takes physical possession of the Vehicle and when the payment in clause 3 has been received by the OSCE in full.

6.2 The Buyer shall bear all costs associated with or arising from the transfer of ownership.

6.3 Upon the transfer of ownership or deemed transfer of ownership, the Buyer shall 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 directly or indirectly relating to any of the Vehicle or their components including but not limited to any suits, claims, demands and liability of any nature arising from the storage of the Vehicle on OSCE property, the use of the Vehicle, and any costs and expenses arising out of acts or omissions of the OSCE, its employees, agents, clients or contractors.

7. Disclaimer and Indemnity

To the full extent permitted under applicable law, neither the OSCE or any of its officials, employees or other representatives shall be liable for loss or damage, however caused, arising out of or in connection with the use of the Vehicle. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) loss of, or damage to, property and claims of third parties.

The Buyer 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, costs, expenses and/or liability of any nature or kind directly or indirectly relating to the sale and purchase of the Vehicle.

8. Retrieval of the Vehicle

8.1 The OSCE shall designate an official who shall be authorised to transfer possession of the Vehicle to the Buyer, and shall inform the Buyer in writing of the name of the official.

8.2 The Buyer shall designate an official who shall be authorised to take possession of the Vehicle, and shall inform the OSCE in writing of the name of the official.

8.3 The designated officials of both Parties shall, upon transfer of possession of the Vehicle from the OSCE to the Buyer, acknowledge the transfer in writing and the Buyer shall execute a 'Vehicle Hand-Over Form' in substance and form acceptable to the OSCE before taking possession of the applicable Vehicle. Such acknowledgement shall include the date of the transfer, the place, the Vehicle Identification Number of each Vehicle and the signature of both officials.

8.4 The Buyer shall accept the Vehicle as they stand, and accepts that the OSCE makes no representations and gives no assurances or warranties regarding the condition or the efficacy of any of the Vehicle or any component or equipment of the Vehicle.

8.5 Vehicle Registration. The Buyer shall undertake and is solely liable and responsible for any and all acts required under applicable law to register the Vehicle and settle any applicable tax/customs duties or export of the Vehicle from the location, as the case may be.

8.6 Collection Schedule. The Vehicle may be kept at OSCE premises free of charge, for a period of time not exceeding 14 (fourteen) days from the date the Contract is signed. In case the Buyer does not take possession of the Vehicle within this period of time, the OSCE reserves the right to claim any and all expenses associated with, including but not limited to, the storage, insurance, associated service and maintenance costs, and any other applicable costs, fees or expenses.

8.7 After-sales Service. The OSCE does not and shall not have any liability for servicing or maintaining the Vehicle after the earlier of (i) hand-over of the Vehicle to the Buyer or (ii) fourteen (14) Days following the receipt by the OSCE of the payment pursuant to clause 9 ('Payment') herein.

9. Payment

Payment pursuant to sub-clause 5.1.1 herein shall be made by the transfer of funds to the following bank account:

Account holder:	_____
Bank Name:	_____
SWIFT/BIC:	_____
Acct.No./IBAN:	_____

10. Termination

10.1 In the event that the Buyer fails to perform any of its obligations under this Contract, the OSCE may, by providing written notification to the Buyer, terminate this Contract, in whole or in part, with immediate effect. Alternatively, the OSCE may set an additional reasonable period for the Buyer to perform its obligations and, if the Buyer does not remedy the failure within the additional time set, the OSCE may terminate this Contract with immediate effect.

10.2 The OSCE may at its sole discretion, seek such performance at the Buyer's expense, or that part or those parts of the Contract with respect to which the Buyer is in default. The Buyer shall, in such case, be responsible for any reasonable costs, which are incurred by the OSCE as a result of the Buyer's non-performance.

11. Force Majeure

11.1 Neither Party shall be held liable to the other where a Party is unable to perform its obligations under this Contract by reason of Force Majeure provided that the Party claiming to be prevented or

delayed in the performance of its obligations by reason of Force Majeure shall use reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which the obligations contained in the Contract may be performed.

11.2 The Parties shall not be relieved by reason of Force Majeure from any obligation to indemnify or to make payment.

11.3 If the Buyer continues to be unable, wholly or in part, to meet its obligations under this Contract by virtue of Force Majeure, the OSCE shall have, and may exercise, the right to terminate this Contract by giving written notice to the Buyer.

12. Term

This Contract shall enter into effect upon the signature of both Parties and shall expire upon the fulfilment of all obligations of the Parties, or upon termination pursuant to clause 10 ('Termination') or 11 ('Force Majeure') herein.

13. Settlement of Disputes

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. Any dispute, controversy or claim arising out of or in relation to this Contract shall be settled through negotiations between the Parties. If the Parties fail to settle the dispute amicably within sixty (60) 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 (1) sole arbitrator shall be appointed who shall have full powers to make final and binding decisions. 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.

14. Privileges and Immunities

No provision of this Contract shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the OSCE.

15. Other Agreements and Entire Agreement

15.1 This Contract shall not prejudice other agreements between the Parties, which are unrelated to the object of the present Contract.

15.2 This Contract, and the documents referred to in it, constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of this Contract.

16. Officials not to Benefit

The Buyer warrants 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 this provision shall constitute a substantial and material breach of this Contract.

17. Waiver

No waiver made with respect to a breach of this Contract shall be used as a waiver in respect of any other or subsequent breach. All remedies afforded in this Contract shall be regarded and construed cumulatively, in addition to every other remedy provided for in this Contract or by law.

18. Confidentiality

The Buyer shall maintain the confidentiality of all documents and information received as a result of this Contract or its object, and shall not disclose any information relating directly or indirectly to this Contract without the prior written consent of the OSCE.

19. Advertising

The Buyer shall not use its contractual relationship with the OSCE for advertising purposes or make this relationship public in any other way, nor shall the Buyer, in any manner whatsoever use the name, emblem or official seal of the OSCE, or any abbreviation of the name of the OSCE in connection with its business or otherwise.

20. Notice

Any notice given in connection with this Contract shall be in English and shall be deemed to be validly given if delivered by one Party to the other, or sent by registered mail or by fax to the other Party at the address of either Party set out in this Contract.

21. Contract Amendment(s)

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Buyer shall be valid unless approved in the form of a written amendment to this Contract, signed by a fully authorized representative of each Party.

22. Assignment

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

23. Headings

The headings of the clauses have been inserted for ease of reference only and shall not to be regarded as part of, or affect the meanings or interpretations of, this Contract.

24. Validity and Severance

The invalidity of a condition or a part of a condition or of provisions of this Contract shall not affect the validity of the remaining part of the condition or provision in question.

25. Due Authorization

Each of the undersigned hereby represents to the other that he/she is authorized to conclude this Contract and, on behalf of its Party, to enter into the legally binding obligations arising out of this Contract.

26. Governing Law

This Contract shall be governed by, and construed in accordance with, the substantive laws of the Republic of Azerbaijan.

27. Signatures and Dates

This Contract is executed in two (2) copies in the English language and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

Signed and Sealed by

Signed and Sealed by

.....
(for the Buyer)

Chief of Fund Administration
(for the OSCE)

Date_____

Date_____

List of Annexes

ANNEX 'A': PRICE SCHEDULE

ANNEX 'B': VEHICLE INSPECTION FORMS