

**BIDDING DOCUMENTS  
FOR SALE OF MOTOR VEHICLE**

**ITB No. AZE/002/2013**

**BAKU, AZERBAIJAN**



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

Date: 4 June 2013

## **Invitation to Bid - No.002/2013**

### **Sale of Motor Vehicle**

1. The OSCE Office in Baku (hereinafter called “the OSCE”) invites bids from individuals and/or legal entities for the purpose of sale of vehicle (hereinafter called “the Vehicle”) located at the OSCE Office in Baku as specified in the bidding documents (hereinafter called “the Bidding Documents”). OSCE staff is not allowed to participate in this auction.

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

- Section I: Vehicle Inspection Forms/Technical Specifications
- Section II: Forms of Bid
- Section III: 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.

3. Your bid shall be delivered at the below specified address on or before **20 June, 2013, 12:00 hrs (Baku time)** in a sealed envelope marked with:

OSCE Office in Baku Attn: Chief of Fund Administration Ref: ITB/002/2013 Sale of Motor Vehicles Deadline: <b>20 June 2013, 12:00 a.m.</b> OSCE Office in Baku, 96 Nizami Str, Landmark III, 2-nd floor, AZ 1010, Baku Azerbaijan
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Bids sent by e-mail and fax will not be accepted. The bid prices shall be quoted in EURO.

4. Bids can be submitted for Lot 1 as follows:

#### **Lot 1: Nissan Patrol GR 3.0 WGN M/T**

5. You are invited to inspect the Nissan Patrol GR 3.0 WGN M/T at OSCE Office in Baku located at 96 Nizami Str, Landmark III. The inspection dates are 11 June 2013 – from 12:30 until 13:00 and 13 June 2013 – from 17:30 until 18:00. Please contact us at email [tender-az@osce.org](mailto:tender-az@osce.org) reasonably in advance in order to make necessary inspection arrangements. Please note that inspection is optional and is not a pre-condition for participation in this bidding exercise.

6. Any bid received by the OSCE after the deadline for receipt of bids prescribed by the OSCE pursuant to paragraph 3 above will be rejected.

7. Your bid and all correspondence shall be made in English (preferred) or Azerbaijani.

8. Your bid shall be prepared in accordance with the following instructions:

- (ii) Your bid shall contain the duly completed forms contained in the Bidding Documents. Failure to complete and sign these forms may result in the rejection of your bid;
- (ii) All price(s) shall be quoted in Euro and specified in Section II – C “Price Schedule”;

- (iii) Your bid shall be valid for the period of thirty (30) calendars days past the deadline for receipt of bids.
9. Award will be made to the bidder whose bid is determined substantially responsive to the requirements of the OSCE and whose bid contains the highest evaluated price(s).
10. The OSCE reserves the right to accept or reject any bid, and to annul, in whole or in part, or to suspend the process and reject all bids at any time prior to the award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidder of the reasons for the OSCE's action.
11. 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.
12. Please note that the OSCE will not notify unsuccessful bidders.
13. Please address all 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**  
**Fund Administration Unit**  
**96 Nizami Str, Landmark III, 2-nd floor, AZ1010, Baku, Azerbaijan**  
**Email: tender-az@osce.org**

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## Section I. VEHICLE INSPECTION FORMS AND TECHNICAL SPECIFICATIONS

### Lot 1: *Nissan Patrol GR 3.0 WGN M/T*

Manufacturer	Model / Year	Type
Nissan	Patrol GR3.0 WGN / 2005	GR 3.0 WGN M/T
Chassis No:	Engine No:	Mileage (km):
JN1TESY61U0127879	ZD30-172840	172914







### Equipment of the Vehicle

Radio/CD player/antenna	Yes	First aid kit	No
Service book	No	Warning triangle	No
User manual	Yes	Fire extinguisher	No
Mul-T-Lock	Yes	Snow chains	No
Spare tire	Yes	Towing rope	No
Jack, wheel nut muster wrench	Yes	Electric jump cables	No
Winter tires with rims	Yes	Summer tires with rims	No

## Technical Specification

### Nissan Patrol GR 3.0 WGN M/T

<b>Make</b>	Nissan Patrol
<b>Model</b>	GR 3.0 M/T
<b>Chassis No:</b>	JN1TESY61U0127879
<b>Engine No.</b>	ZD30-172840
<b>Model Code</b>	Nissan Patrol GR 3.0 WGN/MT
<b>Year of Production</b>	2005
<b>Steering</b>	LHD – Left-hand driven / power steering
<b>Engine</b>	TD 5 cyl, 2988 ccm
<b>Transmission</b>	Manual, 5-speed
<b>Tires / Rim</b>	275/65 R17 W
<b>Doors</b>	4 + 1 Luggage Door
<b>Seats</b>	5 + 2
<b>Upholstery</b>	Fabric
<b>Dimensions</b>	Length: 5020 mm Width: 1940 mm Height: 1860 mm
<b>Weight</b>	Vehicle weight: 2200 kg
<b>Colour</b>	White
<b>Options included</b>	Climate control air-conditioning, electric windows, electric mirrors
	Radio/CD player, speakers & antenna
	ABS, Mul-T-lock, fog lights, airbag
	Central locking with remote control
	Power steering
<b>Registration Status</b>	Currently registered as diplomatic vehicle. Should be re-registered and, if required, customs cleared by the Buyer

## Section II. FORMS OF BID

### SECTION II– A:           GENERAL INFORMATION

#### Details and General Information

Name of Bidder:			
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:			
Type of Business (for company):			
Year Established (for company):			
Corporate Seat (for company):			

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



**SECTION II– B: PRICE SCHEDULE****Lot 1: Nissan Patrol GR 3.0 WGN M/T**

<b>Make and Model</b>	<b>Chassis No.</b>	<b>Plate Number</b>	<b>First Registration</b>	<b>Actual Mileage (km)</b>	<b>Offered Purchase Price (Euro)</b>
<b>Nissan Patrol GR 3.0</b>	JN1TESY61U0127879		2005	172914	

<b>Schedule of Requirements</b>	<b>(to be completed by the Bidder) Compliance Remarks</b>
We agree that our Bid shall remain valid and binding for the Bid Validity Period of thirty (30) calendar days.	
We accept and agree that the Form of Contract contained in the Bidding Documents will apply to any contract resulting from this Invitation to Bid.	
The Vehicles are sold on “as is where is” basis without a warranty of any kind.	
The buyer is entirely responsible for the payment of all taxes, duties, license fees, Nova, technical inspection, customs charges and other such levies incurred or imposed pertaining to the subject of this Contract.	
Payment: Net 7 (seven) days from the date of contract signature	
Collection: The Buyer shall remove the Vehicle(s) within 7 (seven) days from the date of Contract signature.	

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

Date:\_\_\_\_\_

### **Section III. FORM OF CONTRACT**

#### **CONTRACT**

**No. ITB XXXXXXXXX**

between the

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

and

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for the

**SALE OF MOTOR VEHICLE(S)**

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

This Contract (the “Contract”) is made between the:

**ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE OFFICE IN BAKU**,  
having its headquarters at 96 Nizami Str, Landmark 3, 2-nd floor, AZ1010, Baku, Azerbaijan

and

\_\_\_\_\_, having its headquarters/corporate seat / his or her address at  
\_\_\_\_\_, \_\_\_\_\_.

## **WHEREAS:**

- A. The OSCE owns certain motor vehicles, together with accompanying equipment, which are defined and further described in this Contract;
- B. The OSCE wishes to sell, and the Buyer wishes to purchase, one or more of these motor vehicles in accordance with the terms and conditions set out herein;

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

## **1. GENERAL PROVISIONS**

### **1.1 Definitions**

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

- “Buyer” means \_\_\_\_\_ and any legal successor(s) in title;
- “Contract” means this contract and all other documents listed as Annexes, all as amended, consolidated, varied, replaced or extended from time to time;
- “Day” means any calendar day;
- “OSCE” means the Organization for Security and Co-operation in Europe Office in Baku, 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 both of them.

## 1.2 Compliance to Contract and Annexes

The Buyer 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 document to prevail shall be given precedence in the following order:

- 1) This Contract;
- 2) Annex 'A': Price Schedule
- 3) Annex 'B': Vehicle Inspection Form(s); and
- 4) 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 establishes the conditions of sale and purchase of the Vehicle(s).

## 3. PARTICULARS OF SALE

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 3 ('Particulars of Sale').

### 3.1 Condition of Vehicle(s)

The Buyer has inspected, or been given the opportunity to inspect, the Vehicle(s) and expressly accepts the Vehicle(s) on an "as is, where is" basis ex-compound from the location where the same was/were 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 makes no warranty or guarantee, explicit or implied, of any kind with respect to the Vehicle(s), including but not limited to in relation to 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.

### 3.2 Vehicle Registration

The Vehicle(s) sold under the terms and conditions of this Contract were registered under diplomatic (WD) plates. The Buyer shall undertake and is solely liable and responsible for any and all acts required under applicable law to register the Vehicles and settle any and all tax, customs duties or export of the Vehicles from the territory of the Republic of Austria, as the case may be.

### 3.3 Homogenization

The Vehicle(s) have been issued with national certificates of genuine registration and technical passports (Typenschein).

### 3.4 Customs Status

The Vehicle(s) were imported with status **temporary** import regime.

### 3.5 Hand-Over

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

## 4. PURCHASE PRICE

The OSCE shall sell the Vehicle(s) to the Buyer "en bloc", in consideration of the payment of the Buyer to the OSCE in the full amount of €\_\_\_\_\_ (\_\_\_\_\_ Euro), and in consideration of all other assertions and obligations undertaken by the Buyer pursuant to this Contract.

## 5. GENERAL OBLIGATIONS OF THE OSCE

5.1 Upon signature of this Contract, the OSCE shall issue to the Buyer an invoice for the purchase of the Vehicle(s) for the sum of €\_\_\_\_\_ (\_\_\_\_\_ Euro).

5.2 As soon as practicable but in any case no later than 3 (three) Days after receipt of payment pursuant to clause 10 ('Payment') herein, the OSCE shall provide to the Buyer all documentation required for transfer of ownership and possession of the Vehicle(s).

5.3 The OSCE shall not in any way be held liable for the quality, assembly, technical condition or industrial standards applied for the production and use of these Vehicle(s).

5.4 The OSCE shall void and terminate any OSCE insurance coverage and registration and shall retain the OSCE registration plates upon the hand-over of the Vehicle(s) to the Buyer. Any and all insurance coverage, registration and plates or related matters required after this period shall be at the sole risk and expense of the Buyer.

5.5 The OSCE shall remove all marks, official signs or insignia from the Vehicle(s) prior to its/their hand-over to the Buyer.

## **6. GENERAL OBLIGATIONS OF THE BUYER**

6.1 The Buyer shall:

6.1.1 Within 7 (seven) Days of receipt of the invoice issued pursuant to sub-clause 5.1 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 €5.00 (five Euro) per Day;

6.1.2 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;

6.1.3 As soon as practicable but in any case no later than 30 (thirty) Days after receipt of documents pursuant to clause 5.2 herein, perform such administrative acts as are required of buyers, by legislative and regulatory authorities, to ensure the lawful transfer of ownership of the Vehicle(s) from the OSCE, including but not limited to customs requirements, and present to the OSCE documentary evidence of compliance with all such requirements; and

6.1.4 Retrieve the Vehicle(s) within the earlier of (i) 7 (seven) Days from the transfer of ownership or (ii) within 14 (fourteen) Days following the receipt by the OSCE of the payment pursuant to clause 10 ('Payment') herein.

6.2 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. 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.

## **7. TRANSFER OF OWNERSHIP**

7.1 The OSCE shall undertake all reasonable administrative and legal acts to facilitate the Buyer taking possession of the Vehicle(s) after the payment in clause 4 has been received by the OSCE. Transfer of ownership in the Vehicle(s) shall be deemed to take place when the Buyer takes physical possession of the Vehicle(s) and when the payment in clause 4 has been received by the OSCE in full.

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

7.3 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(s) or their components including but not limited to any suits, claims, demands and liability of any nature arising from the storage of the Vehicle(s) on OSCE property, the use of the Vehicle(s), and any costs and expenses arising out of acts or omissions of the OSCE, its employees, agents, clients or contractors.

## 8. 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(s). 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.

## 9. RETRIEVAL OF THE VEHICLE(S)

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

9.2 The Buyer shall, as appropriate, take possession of the Vehicle(s) personally or designate an official who shall be authorised to do so on behalf of the Buyer, in the latter case informing the OSCE in writing of the name of the official.

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

9.4 The Buyer shall accept the Vehicle(s) 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(s) or any component or equipment of the Vehicle(s).

9.5 Collection Schedule. The Vehicle(s) 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(s) within this period of time, the OSCE reserves the right to claim an additional fee of €10.00 (ten Euro) per Day.

## 10. 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: *ATƏT-in Bakıdakı ofisi*  
 Bank Name: *ABB-nın Mərkəzi filialı*  
 SWIFT/BIC: *IBAZAZ2X*  
 Acct.No/IBAN: *AZ89IBAZ39070019449414532204*

## 11. TERMINATION

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 period not to exceed 14 (fourteen) Days 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.

## 12. 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.

### **13. 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.

### **14. OTHER AGREEMENTS AND ENTIRE AGREEMENT**

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

14.2 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.

### **15. 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.

### **16. 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.

### **17. 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.

### **18. 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.

### **19. 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.

### **20. 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.

### **21. 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.

## 22. 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.

## 23. 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.

## 24. 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.

## 25. GOVERNING LAW

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

## 26. 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.

**For the Buyer**

**For the OSCE**

\_\_\_\_\_  
(name of signatory)  
(signatory's title, if applicable)  
(Buyer's address)

\_\_\_\_\_  
CFA

Date\_\_\_\_\_

Date\_\_\_\_\_

## List of Annexes

### **Annex 'A': Price Schedule**

[ This annex consists of word (number) page(s) ]

### **Annex 'B': Vehicle Inspection Forms**

[ This annex consists of word (number) page(s) ]