

CONTRACT № _____

between the

**ORGANIZATION FOR SECURITY AND CO-OPERATION IN
EUROPE
OSCE Office in Baku**

and

FULL LEGAL NAME OF CONTRACTOR

for

TRANSPORTATION SERVICES

NOTE: This draft contract is attached for reference only and shall not be filled out at this point.

The Contract comprises 5 (five) pages of text and 2 (two) Annexes, A through B.

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

Organization for Security and Co-operation in Europe (the “**OSCE**”) OSCE Office in Baku, currently located at The Landmark, Nizami 96, AZ1010 Baku, of the first part, and

Full Legal Name of Contractor (the “**Contractor**”), having its registered address at Street Address, Postal Code and City, Full Country Name, of the second part,

each referred to separately as a “Party” and jointly as the “Parties.”

WHEREAS:

- A. The OSCE Office in Baku wishes to engage a contractor for the provision of Transportation Services;
- B. With this aim, on 30 October 2013 the OSCE Office in Baku issued RFP No. 02/2013, for “Transportation Services” (the “**Solicitation Document**”);
- C. In response to the Solicitation Document, **Full Legal Name of Contractor** submitted a proposal dated Date Month Year (the “**Offer**”);
- D. On the basis of the Solicitation Document and the Offer the OSCE Office in Baku and **Full Legal Name of Contractor** have come to a common understanding of the scope, price and other relevant aspects of the Deliverables to be provided; and
- E. **Full Legal Name of Contractor** has reconfirmed that it possesses the required knowledge, capacities, skills, facilities and personnel to provide the Deliverables in accordance with, and to enter into, the Contract;

NOW, THEREFORE, the Parties conclude this Contract as follows:

1. Definitions

Throughout this Contract, unless the context requires otherwise, words and terms used in the GCC shall be modified or supplemented as follows:

- a. “Key Personnel” means Give the Name(s).
- b. “Working Day” means any Day from Monday to Friday, excluding OSCE holidays but including national holidays that do not coincide with OSCE holidays; the Contractor will be advised of OSCE holidays in advance.

2. Effective Date and Duration

The Contract shall become effective on **1 January 2014**, notwithstanding that the signatures of the Parties may have been obtained on different dates, and, unless terminated earlier, shall remain valid for a period of 5 (five) years (that is, through **31 December 2018**).

3. Contract Documents and Order of Precedence

The Contractor has studied and is familiar with the documents comprising the Contract, all of which, whether attached or incorporated by way of reference, form an integral part. In the event of any discrepancy, the document to prevail shall be determined in the following order:

- a. This Contract document;
- b. The OSCE General Conditions of Contract (Goods / Services), 2011 Rev. 2 (the “GCC”), available at www.osce.org/procurement, which are incorporated into this Contract by way of reference;
- c. The Solicitation Document, which is incorporated into this Contract by way of reference;
- d. Annex A – [Technical Specifications / Terms of Reference](#);
- e. Annex B – [Price Schedule](#); and
- f. Any remaining pages of the Offer that are not reprinted in the annexes and any written clarification notes exchanged between the OSCE Office in Baku and the Contractor with respect to the subject matter of this Contract, which are incorporated by way of reference.

4. Prices

4.1. For the first 1 (one) year of this Contract (i.e. the period starting **1 January 2014** and valid through **31 December 2014**), the price(s) payable by the OSCE Office in Baku shall be firm and fixed as set forth in attached Annex B (the “Prices”).

4.2. Thereafter, for each additional year of the Contract (i.e. the period starting **1 January 2015** and valid through **31 December 2018**), any price increase shall be communicated to the OSCE no less 3 (three) months in advance, with the exception of fuel price increases.

5. Invoices and Payment

5.1. Original invoices shall reference this Contract number and be sent to:

OSCE Office in Baku
Attn: Accounts
The Landmark III, Nizami 96A, 2nd floor
Z1010 Baku, Azerbaijan

5.2. Payments shall be made via bank transfer within 30 days after receipt of invoice. The payment shall be transferred from the following bank account of the OSCE Office in Baku:

Account Holder:	complete
Name of Bank:	complete
Address of Bank (optional):	complete if necessary
Account Number (EUR):	complete
BIC/IBAN:	complete

5.3. Payments shall be transferred into the following bank account of the Contractor:

Account Holder: complete
Name of Bank: complete
Address of Bank (optional): complete if necessary
Account Number (EUR): complete
BIC/IBAN: complete

6. Notices and Authorized Persons

6.1. All communications relating to potential changes to the terms and conditions of this Contract, including but not limited to those with a financial impact, shall be addressed in writing to the following contact persons, who shall be exclusively authorized to approve such changes:

For the OSCE: Mr./Ms. Name of CFA, Chief of Fund Administration, Name of Executive Structure, Street Address, Postal Code and City, Full Country Name; Email: Specify; Fax: +(Country Code-City Code) Number; Phone: +(Country Code-City Code) Number.

For the Contractor: Mr./Ms. Name of Focal Point, Title of Focal Point, Street Address, Postal Code and City, Full Country Name; Email: Specify; Fax: +(Country Code-City Code) Number; Phone: +(Country Code-City Code) Number.

6.2. All questions concerning routine, day-to-day administration of this Contract shall be addressed in writing as follows:

For the OSCE: Mr./Ms. Name of Focal Point, Title of Focal Point, Name of Executive Structure, Street Address, Postal Code and City, Full Country Name; Email: Specify; Fax: +(Country Code-City Code) Number; Phone: +(Country Code-City Code) Number.

For the Contractor: Mr./Ms. Name of Focal Point, Title of Focal Point, Street Address, Postal Code and City, Full Country Name; Email: Specify; Fax: +(Country Code-City Code) Number; Phone: +(Country Code-City Code) Number.

IN WITNESS WHEREOF, the Parties have executed this Contract in 2 (two) English-language originals, which shall be equally valid for all legal purposes.

for the Contractor

Signed and Sealed by

Name of Authorized Signatory,
Title of Authorized Signatory

Street Address
Postal Code and City
Full Country Name

Date

for the OSCE Office in Baku

Signed and Sealed by

Name of CFA,
Chief of Fund Administration

Street Address
Postal Code and City
Full Country Name

Date

List of Annexes:

Annex A – Technical Specifications / Terms of Reference

[This document consists of X (word) page(s).]

Annex B – Price Schedule

[This document consists of Y (word) page(s).]