

ANNEX G - DRAFT CONTRACT

(Sample)

CONTRACT № IRMA-Generated or Other Number

between the

ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE

Name of Executive Structure

and

FULL LEGAL NAME OF CONTRACTOR

(if applicable, d/b/a name and/or English translation)

for the

**TITLE OF ITB, RFQ OR RFQ / CONCISE DESCRIPTION OF
GOODS OR SERVICES**

*The Contract comprises **X (word)** pages of text and **Y (word)** Annexes, A through **B**.*

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

Organization for Security and Co-operation in Europe (the “OSCE”), represented by the **Name of Executive Structure**, located at **Street Address, Postal Code and City, Full Country Name**, of the first part, and

Full Legal Name of Contractor (and if applicable, d/b/a name and/or English translation) (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 **Name of Executive Structure** wishes to engage a vendor of **Describe the Goods or Services in general terms**;
- B. With this aim, on **Day Month Year** the OSCE **Name of Executive Structure** issued **Number of ITB, RFQ or RFQ**, for the “**Title of ITB, RFQ or RFQ**” (hereinafter, the “**Solicitation Document**”);
- C. In response to the Solicitation Document, **Full Legal Name of Contractor** submitted a **bid / Quotation / quotation** dated **Day Month Year** (hereinafter, the “**Offer**”);
- D. The **Name of Executive Structure** 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:

- i) “Business Day” means any Day from Monday to Friday, inclusive, excluding OSCE holidays, of which the Contractor will be informed reasonably in advance.
- ii) “Delivery Term” means **DAP Place/Port Name of Executive Structure (INCOTERMS 2010)**.
- iii) “Key Personnel” means **Give the Name(s)**.
- iv) “PO” means a duly signed and stamped Purchase Order through which this Local Window Contract is implemented;

v) “Services” mean all the services referred in the Terms of Reference.

2. Object of the Contract, Scope of Services

2.1. This Contract sets forth the terms and conditions for the provision of [Services in accordance with the Terms of Reference set out in Annex A, on a non-exclusive and an 'as and when required' basis.](#)

2.2. The Contractor understands and agrees that the Services are business critical for the OSCE and accordingly shall at all times use its best efforts to ensure that the Services meet or exceed the requirements set out in the Solicitation Document and rendered according to the requirements of the Terms of Reference and the Contractor’s Offer.

3. Contract Documents and Order of Precedence

3.1. The Contractor has studied and is familiar with all documents comprising the Contract, of which the annexes and documents incorporated by way of reference form an integral part. In the event of any discrepancy, [except as indicated in Article 3.1/Articles 3.1 and 3.2](#) the document to prevail shall be determined in the following order:

- a. This Contract document;
- b. The OSCE General Conditions of Contract ([Services](#)), 2011 Rev. 2 (hereinafter, 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](#);
- f. Annex C - Service Level Agreement; and
- g. Any remaining pages of the Offer that are not reprinted in the annexes and any written clarification notes exchanged between the [Name of Executive Structure](#) and the Contractor with respect to the subject matter of this Contract, which are incorporated by way of reference.

4. Effective Date and Duration

4.1. The Contract shall become effective on the date of countersignature and, unless terminated earlier, shall remain valid for a period of [X \(word\) Days/weeks/months/years](#) / through [Date Month Year](#). The optional extensions will be implemented through a written notification to the Contractor by the OSCE in advance of the expiry of the Contract.

4.2. The Contract shall expire automatically without the need for advance notice by either Party.

4.3. This contractual period and all other periods specified in the Contract are calculated in calendar days.

4.4. This Contract shall become and remain effective only on the condition that the OSCE Secretary General issues a budget allotment or a provisional budget allotment pertaining to the Services to be provided under this Contract.

4.5. The OSCE shall have no obligation to purchase any minimum quantity of the Services from the Contractor and the OSCE shall retain the right to obtain Services of the same kind, quality and quantity described in the Contract from any other source at any time.

5. Prices

5.1. The prices payable by the OSCE under this Contract (the “Prices”) shall be as set forth in the enclosed Annex B – Price Schedule. All payments shall be made in EUR, exclusive of VAT.

5.2. The Prices shall be firm and fixed for the duration of the Contract and shall be subject to upward adjustment only upon the written agreement of the OSCE, however, the Parties agree on occasionally revising the unit prices downwards, by agreeing on discounts or other cost reductions throughout the duration of the Contract.

5.3. All other optional costs related to consultancy services (if any) are included in the price of an actual order.

6. Ordering Modalities and Payments

6.1. Services shall only be provided upon the execution of a countersigned Purchase Order, which shall clearly set forth the specifics of the services provided in terms of quantities and other specifics, any significant related information and the total corresponding costs.

6.2. The Services shall be requested through the Purchase Order Procedure.

6.3. Electronic invoices shall reference this Contract number, any Purchase order number issued in relation to the order, and be sent to:

Accounts-at@osce.org

6.4. Payments shall be transferred within 30 days by the [Name of Executive Structure](#) / [OSCE](#) 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](#)

7. Notices

7.1. All communications relating to this Contract shall be addressed in writing as follows:

For the OSCE: [Mr./Ms. Name of HAF](#), Chief of Fund Administration Unit, [Name of Executive Structure](#), [Street Address](#), [Postal Code and City](#), [Full Country Name](#); Email: [Specify](#); Fax: [+\(Country Code-City Code\) 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](#).

7.2. All technical questions relating to 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.
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.

8. Termination for Convenience

8.1. The OSCE shall have the right to terminate the Contract for convenience at any time, in whole or in part, by serving a 30 (thirty) Day written notice to the Contractor.

8.2. In the event of any other cause of termination, Art. 34-36 of the above mentioned GCC apply.

9. Contractor's Representations and Warranties

9.1 The Contractor further represents and warrants that it is competent to render the Services and that it has the necessary capacities, permits and qualifications, including knowledge, certifications, skills and personnel.

9.2 The Services shall be rendered in accordance with the RFQ and the Contractor's Offer.

10. Quarterly and Ad-hoc Evaluation Meetings (QEM)

10.1. The OSCE requests all communication, documentation, software, training and support to be in English language.

At least one annual meeting shall be provisioned with a Key Account Manager on overall customer satisfaction, product roadmap, ongoing issues, etc. Meetings have to be held in English with no additional costs for the OSCE.

In order to ensure efficient Service as well as seamless operation under this Contract, quarterly evaluation meetings between the contract-persons may be held. The Parties may formulate written Minutes of each meeting to document current issues throughout the lifetime of the Contract.

10.2. In addition to the regular QEMs, periodic communication meetings may be held with the purpose of securing seamless communications between the Contractor and OSCE leadership and management teams.

11. OSCE Privileges and Immunities

Nothing in or relating to the Contract shall be deemed, or interpreted as a waiver of the privileges and immunities enjoyed by the OSCE.

12. Governing Law

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

13. Settlement of Disputes

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or its interpretation. Any dispute, controversy or claim arising out of or in relation to the 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. Disclosure

The Contractor shall treat all Confidential and Proprietary Information acquired, compiled or prepared by the Contractor in connection with the tendering process or the execution of this Contract as private and confidential and shall be strictly prohibited from publishing, disclosing, furnishing, disseminating or using in any way whatsoever, and shall take all lawful measures available to prevent any other person and/or entity employed by it or within its control from so disclosing, furnishing, disseminating or using by any means or to any third party and pertaining to the subject matter.

15. Liability for Disclosure

The Contractor shall be liable for any disclosure of Confidential and Proprietary Information, which are found to be in breach with the provisions in this Contract, and which disclosure has been made by its directors, officers, agents, counterparts, employees or sub-contractor(s). The Contractor acknowledges and agrees that any breach or threatened breach of any provision of the Contract may cause irreparable and immediate injury to the OSCE, entitling the OSCE to preliminary injunctive relief against any such action, which relief shall be in addition to, and in no way in limitation of, any and all other remedies, to which the OSCE may be entitled.

The liability of the Contractor for any disclosure of Confidential and Proprietary Information shall not be limited.

16. Third Party Rights

The Contractor declares that it does not know of any protective rights of third parties, which might be infringed by this Contract including but not limited to any software licenses provided, or duly licensed, by the Contractor. In the case that, contrary to the Contractor's declaration, claims should be raised against the OSCE charging it with infringement of intellectual property rights, the Contractor shall hold harmless the OSCE and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the date of expiration of such rights.

The OSCE shall give the Contractor due notice in writing of any charge of infringement brought against the OSCE and of the filing suit for infringement and shall give the Contractor an opportunity to defend said suit at its discretion and shall not without the Contractor's consent in writing make any admission or consent to any claim of any third party which might be prejudicial to the Contractor's position.

17. Indemnity

The Contractor 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 and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or his employees, agents or sub-contractors in the performance of this Contract.

This condition shall extend to claims or liabilities in the nature of workmen's compensation and to claims and liabilities arising out of the use of patented inventions or devices not furnished by the OSCE.

18. Miscellaneous

18.1. All personnel provided by the Contractor shall be deemed, for purposes of the Contract, to be employees of the Contractor, and not agents, servants or employees of the OSCE.

18.2. The invalidity or unenforceability in whole or part of any condition of the Contract shall not affect the validity or enforceability of the remaining conditions thereof.

IN WITNESS WHEREOF, the Parties have executed this Contract in 2 (two) original copies in City, Full Country Name in the English language, which shall be equally valid for all legal purposes.

for the Contractor Signed and Sealed by _____ Name of Authorized Signatory, Title of Authorized Signatory	for the Name of Executive Structure Signed and Sealed by _____ Name of HAF, Chief of Fund Administration
Street Address of Contractor Postal Code and City Full Country Name	Street Address of Executive Structure Postal Code and City Full Country Name
Date _____	Date _____