

DRAFT - CONTRACT
(Sample)

CONTRACT № **692264**

between the

ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE
Secretariat [or Name of Executive Structure]

and

FULL LEGAL NAME OF CONTRACTOR
[and/or "Doing Business as" name and/or English translation]

for the

PROVISION OF AN ELECTRONIC MEDICAL RECORDS SYSTEM (EMRS)

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

This Contract (the "**Contract**") is made between the

- 1) the **Organization for Security and Co-operation in Europe** (the "OSCE"), represented by its **Secretariat**, located at Wallnerstrasse 6, A-1010 Vienna, Austria, (the "OSCE"), of the first part, and;
- 2) **[Insert Company's Name]** which is a company registered in **[Country]** under company number **[insert company no.]** and whose registered office is at **[insert address]** (the "**Contractor**").

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

WHEREAS:

- A. On 19/03/2024 the OSCE issued an ITB SEC/692264/2024 (hereinafter, the "**Solicitation Document**") for the provision of Consultancy to review electronic travel system(s) Bid from providers interested in entering into a contractual arrangement for the supply of such Goods and/or Services (hereinafter, the "**Deliverables**");
- B. The OSCE 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
- C. In response to the Solicitation Document, **[Full Legal Name of Contractor]** (hereinafter, the "**Contractor**") submitted a Bid to the OSCE on **[insert date dd/mm/yyyy]** (hereinafter, the "**Offer**") through which it represented to the OSCE that it is capable of delivering the Deliverables in accordance with the OSCE's requirements, as set out in the Solicitation Document and, in particular, the Contractor confirmed to the OSCE in the Offer 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, definitions given in the OSCE's General Conditions of Contract (hereinafter, the "GCC") (Services and/or Goods) shall be supplemented by the following basic terms

[Guidance Note: any further definitions required in addition to those already included in the GCC or that require modification for this specific Contract will be appended to the definition listing below]:

- i. "Working Day" means any Day from Monday to Friday, inclusive, excluding OSCE holidays, of which the Contractor will be informed reasonably in advance.
- ii. "Key Personnel" means all persons employed or engaged by the Contractor together with the Contractor's servants, agents, suppliers, and consultants used in the performance of its obligations under this Contract
- iii. "PO" means a duly signed and stamped Purchase Order through which this Local Window Contract is implemented;
- iv. "Services" means all the services referred to 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 **X**, on a non-exclusive and an 'as and when required' basis.

2.2. [Guidance Note: based on the Solicitation Document for (Goods and/or Services) Technical Specifications and/or Terms of Reference details on the Scope of Services, Delivery Requirements, Specification of Goods could be included]

2.3. The Contractor understands and agrees that the Services and/or Goods 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. Effective Date and Duration

3.1 The Contract shall become effective on the date of countersignature and, unless terminated earlier, shall remain valid for a period [Guidance Note: in the event that the Contract has a specified duration expressed in X (word) Days/weeks/months/years] / through [dd/mm/yyyy].

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

4. Contract Documents and Order of Precedence

4.1. The Contractor has studied and is familiar with all documents comprising this Contract, of which the annexes and documents 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's General Conditions of Contract, 2023 Rev. 2, available at experiences <https://procurement.osce.org/resources/document/general-conditions-contract-services-rev-2> are hereby incorporated into this Contract by way of reference. By signing this Contract, the Contractor acknowledges and consents to all provisions outlined in the OSCE's General Conditions of Contract (Services) and/or (Goods) as described herein, and these Terms and Conditions take precedence over other terms and conditions or agreements/contracts ("Additional Terms") provided with any products, services, or software hereunder shall be binding on the OSCE, even if use of such products, services, or software requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by the OSCE in their entirety;
- c. The Solicitation Document ITB SEC/692264/2024, which is incorporated into this Contract by way of reference;
- d. Annex A - Terms of Reference;
- e. Annex B - The Contractor's Financial Proposal with Price Schedules;
- f. Annex C - Technical Proposal; and
- g. Any remaining pages of the Offer that are not reprinted in the annexes and any written clarification notes exchanged between the OSCE Secretariat and the Contractor with respect to the subject matter of this Contract, which are incorporated by way of reference.

5. Prices

5.1. The prices payable by the OSCE under this Contract (the "Prices") shall be as set forth in attached Annex B - The Contractor's Financial Proposal with Price Schedules. All payments shall be made in EUR.

5.2. The Prices shall be firm and fixed for the duration of the Contract, except in the event of unforeseen cost increases beyond the Contractor's reasonable control. In such circumstances, the Contractor may request a price adjustment upon written notification to the OSCE, which will be subject to negotiation and mutual agreement between the parties. However, the OSCE may request a downward revision of the unit prices through mutually agreed-upon discounts or other cost reductions throughout the Contract term. In such instances, the Contractor agrees to grant the OSCE most-favored-customer status. This means that any

Prices charged to the Organization shall be equal to or lower than the lowest price charged by the Contractor to any other customer for the same Services and/or Goods.

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

6. Payment

6.1. The 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 OSCE shall make payment within 30 (thirty) Days from the letter of acceptance of the Services.

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. Additional 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.

6.5. Payments shall be transferred by the OSCE into the following bank account of the Contractor:

Account Holder:	The information is essential for completion
Name of Bank:	The information is essential for completion
Address of Bank (optional)	Complete if necessary
Account Number:	The information is essential for completion
IBAN (EUR):	The information is essential for completion
BIC:	The information is essential for completion

7. Liquidated Damages

7.1. In the event that the Service provided by the Contractor under this Contract experiences software malfunction, rendering it unable to perform its intended function/s as specified herein, the OSCE shall be liable to receive liquidated damages as specified herein.

7.1.1. Liquidated Damages Amount: The parties hereby acknowledge and agree that in the event of any such occurrence, the Contractor shall be liable to pay liquidated damages, which shall be determined and calculated as set forth below:

7.1.1.1. For each hour affected by the malfunction, the OSCE shall be compensated by the Contractor for the manual creation and/or upload of the medical record, one (1) hour of the manual workforce at the then-prevailing hourly rate specified in [Hourly Rate] for each update required to rectify the malfunction.

7.1.1.2. The total liquidated damages amount shall be the sum of 8.1.1.1.

7.2. Notice and Cure: In order to pursue liquidated damages, the OSCE is required to provide the Contractor with information in the form of a written notice (e-mail) containing comprehensive details regarding the malfunction issue, and grant the Contractor a period of [XXX] hours to rectify said malfunction.

7.3. Limitation: The total cumulative liquidated damages payable by the OSCE under this Contract due to the malfunction shall not exceed XXXX over the entire term of this Contract.

Waiver of Other Claims: The Contractor hereby acknowledges that the liquidated damages as specified herein are the exclusive remedy available to the OSCE in the event of malfunction covered by this clause.

8. Notices

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

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

8.2. 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; 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; Phone: +(Country Code-City Code) Number.

9. Insurance

9.1. The Contractor shall effect and maintain insurance in relation to the performance of its obligations under this Contract, as outlined in the OSCE General Conditions of Contract (Services), 2023 Rev. 2, <https://procurement.osce.org/resources/document/general-conditions-contract-services-rev-2>.

9.2. The terms of any other insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under this Contract.

10. Termination for Convenience

10.1. 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.

10.2. In the event of any other cause of termination, Articles 34 to 36 of the above-mentioned GCC apply.

11. Contractor's Representations and Warranties

11.1. 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.

11.2. The Services shall be rendered in accordance with the ITB SEC/692264/2024 and the Contractor's Offer.

12. Assignment

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

12.2. In the event that the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval of the OSCE for all sub-contractors.

12.3. The approval of the OSCE of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

13. Severability

13.1. 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.

14. Evaluation Meetings

14.1. In order to ensure efficient Service as well as seamless operation under this Contract, 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.

15. Disclosure

15.1. 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.

16. Liability for Disclosure

16.1. 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.

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

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

17. Protection of Personal Data

17.1. Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Contract, the Parties acknowledge that the processing of personal data by either Party shall meet the requirements of applicable regulations and guidelines on personal data protection and be processed solely for the purposes set out in the Contract. The Contractor shall:

17.1.1. Process the Personal Data only in accordance with instructions from the OSCE as defined in OSCE General Conditions of Contract (Services), 2023 Rev. 2, <https://procurement.osce.org/resources/document/general-conditions-contract-services-rev-2>, to perform its obligations under this Contract.

18. Governing Law

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

19. Settlement of Disputes

19.1. 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.

20. Miscellaneous

20.1. 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.

20.2. 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.¹

<p>for the Contractor Signed and Sealed by</p> <p>_____</p> <p>Name of Authorized Signatory, Title of Authorized Signatory</p>	<p>for the [Guidance Note: insert the corresponding Executive Structure or OSCE] Signed and Sealed by</p> <p>_____</p> <p>Name, [Guidance Note: insert the corresponding job title based on the Contract Award Approval Authority]</p>
<p>Street Address of Contractor Postal Code and City Full Country Name</p>	<p>Street Address of [Executive Structure or Secretariat] Postal Code and City Full Country Name</p>
<p>Date _____</p>	<p>Date _____</p>

¹ If the Contract is in a language other than English, an exception report will be needed before it can be signed. If the Contract is in both English and another language, the English-language version of the Contract must prevail. See the PCM.