



Organization for Security and
Co-operation in Europe

INSTRUCTIONS TO BIDDERS – INVITATION TO BID (GOODS)

Notes to Bidders: This section provides detailed information necessary for Bidders to prepare their Bids, in accordance with the requirements specified by the OSCE. It also provides information on Bid submission, opening, and evaluation, and on the award of contract. Bidders shall read these Instructions to Bidders in conjunction with Section II, Bidding Data Sheet, of the Bidding Documents. These Instructions to Bidders will not be part of the Contract.

1. SCOPE

1.1 The executive structure of the OSCE specified in the cover note of the Bidding Documents invites Bids for the Supply of Goods and Associated Services as described in the Bidding Documents.

2. ELIGIBILITY OF BIDDERS

2.1 This bidding is open to all eligible companies as defined in ITB Article 2.

2.2 The OSCE may, in its sole unfettered discretion, disqualify or otherwise determine ineligible any potential Bidder that the OSCE believes is, has been or will be, whether directly or indirectly, engaged in criminal or unethical behavior, financially unsound, or otherwise unfit to participate in the bidding exercise. This provision shall also be a condition precedent to, and continuing condition of, any Contract between the OSCE and a successful Bidder.

2.3 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder, or any employee, executive, manager or director thereof:

- participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof, being used by the OSCE; or
- received assistance in the preparation of its Bid or request to participate from a party that participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof.

2.4 Government-owned enterprises may be eligible only if they (i) are legally and financially autonomous from the beneficiary, (ii) operate under applicable commercial law, and (iii) are not a dependent agency of the beneficiary of the Goods and Associated Services.

3. OSCE PRIVILEGES AND IMMUNITIES

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

4. ETHICS

4.1 In accordance with general OSCE procurement principles, it is a requirement of the OSCE that Bidders, and any executive, manager or director thereof, shall observe the highest standards of ethics during each phase of any procurement and the execution of contracts. The OSCE defines for this purpose:

- ‘coercive practice’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement or affect the execution of a contract;
- ‘collusive practice’ means a scheme or arrangement between two or more Bidders, designed to establish bid prices or other terms at artificial, non-competitive levels;

- ‘corrupt practice’ means the offering, giving, receiving, or soliciting, directly or indirectly, of anything, of value to influence the action of any OSCE official or any other person involved in any procurement or in contract execution;
- ‘fraudulent practice’ means a misrepresentation or omission of facts in order to influence a procurement or the execution of a contract.

4.2 The Bidder and all parties constituting the Bidder shall refrain from any conduct that could be detrimental to the goals of the OSCE. This includes but is not limited to an affiliation with any party who could be reasonably suspected of being involved in any activity that violates national or international law or accepted human rights standards.

4.3 Accordingly, the OSCE will:

- Reject a Bid if it determines that in competing for the contract the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive and other practices described in ITB Articles 4.1 and 4.2;
- Terminate a contract if it determines that in competing for, and in executing, the contract the contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or other practices described in ITB Articles 4.1 and 4.2;
- Declare the Bidder ineligible, either indefinitely or for a stated period of time, from being awarded any contract by the OSCE if it at any time determines that in competing for, or in executing, the contract the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or other practices described in ITB Articles 4.1 and 4.2 .

5. BIDDER’S RESPONSIBILITIES

5.1 Bidders are 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 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.

5.2 Bidders shall bear all costs associated with the preparation and submission of their Bids, including costs relating to contract 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.

5.3 Bidders must familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain information on the assignment, technical requirements, and on the local conditions, Bidders are encouraged to attend, at their own cost and risk, a pre-bid meeting/site visit, if one is specified in Section II, Bidding Data Sheet. Attending the pre-bid meeting/on-site visit is optional.

6. ONE BID PER BIDDER

6.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor if sub-contracting was permitted or in case of alternative bids that have been permitted or requested pursuant to ITB Article 11) shall cause all Bids with the Bidder’s participation to be disqualified.

7. LANGUAGE

7.1 Unless another governing language is specified in Section II, Bidding Data Sheet, the governing language of the Bid prepared by the Bidder and all correspondence and documents exchanged between the Bidder and the OSCE shall be English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in the English language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 Any prospective Bidder wishing to clarify any contents in the Bidding Documents may notify in writing the contact person of the OSCE stated in the cover note to these Bidding Documents.

8.2 The OSCE will issue a clarification note in respect to any, in the opinion of the OSCE, reasonable request for clarification on the contents in the Bidding Documents, which is received no later than ten (10) calendar days prior to the deadline for the receipt of Bids.

8.3 Such clarification note, containing the OSCE's response and a description of the contents of the query but without identifying the source thereof, shall be at the same time uploaded under the relevant procurement notice on the OSCE's web-site at www.osce.org/procurement/tenders.

9. AMENDMENTS TO BIDDING DOCUMENTS

9.1 At any time but no less than seven (7) working days prior to the deadline for the receipt 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 under the relevant procurement notice on the OSCE's web-site at www.osce.org/procurement/tenders.

9.2 All prospective Bidders are advised to regularly visit the OSCE web-site to view any amendment made to the Bidding Documents. The clarifications and amendments issued pursuant to ITB Articles 8.3 and 9.1 will be binding on the Bidders. The OSCE will assume neither responsibility nor liability for the Bidder's non-familiarity with any amendment issued pursuant to any provision herein.

9.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the OSCE may extend the deadline for the receipt of Bids at any time but no less than five (5) working days prior to the original deadline of the receipt of Bids.

10. DOCUMENTS COMPRISING THE BID

10.1 The Bid prepared by the Bidder shall comprise the Forms contained in Section III, Bid Forms, duly completed and signed by the Bidder and any other documents and/or information specified in Section II, Bidding Data Sheet.

11. ALTERNATIVE BIDS

11.1 Unless otherwise specified in Section II, Bidding Data Sheet, alternative Bids shall not be considered.

12. BID PRICES

12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the offered goods in accordance with the terms specified in Section II, Bidding Data Sheet.

12.2 The terms FCA, DAP, etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

12.3 The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of Bids by the OSCE and will not in any way limit the OSCE's right to contract on any of the terms offered.

12.4 All non-exempt duties, taxes, and other levies payable under the Contract, or for any other cause shall be included in the prices submitted by the Bidder. Information on tax exemption contained in Section II, Bidding Data Sheet.

13. BID CURRENCY

13.1 Unless otherwise specified in Section II, Bidding Data Sheet, the prices shall be quoted by the Bidder entirely in EURO.

14. BIDDER'S QUALIFICATION

14.1 Pursuant to ITB Article 10, the Bidder shall furnish, as part of its Bid, the Qualification Information Form and other relevant documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its Bid is accepted.

14.2 The Bidder shall furnish as part of its Bid the documentary evidence establishing to the OSCE's satisfaction the Bidder's conformity with qualifications and eligibility requirements specified in the Bidding Documents. Such documentary evidence shall establish that:

- (a) in the case of a Bidder offering to supply the Goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Goods' Manufacturer or producer to supply such goods;
- (b) the Bidder has the financial, technical, and production capability necessary to perform the Contract;
- (c) in the case of a Bidder not doing business within the country where the Goods will be delivered, the Bidder is or will be (if awarded the Contract) represented by an agent in such country equipped and able to carry out the Contractor's maintenance, repair, and spare parts-stocking obligations.

15. CONFORMITY OF GOODS

15.1 Pursuant to ITB Article 10, the Bidder shall furnish, as part of its Bid, the Bid Forms and other relevant documents establishing that the offered goods and associated services are conform to the Bidding Documents.

15.2 The documentary evidence of conformity of the offered goods and associated services to the Bidding Documents may be in the form of literature, drawings, printed materials, and data, and may include but not be limited to:

- (a) an item-by-item commentary establishing that the goods and services offered by the Bidder conform with the prescribed Technical Specifications and Schedule of Requirements, Section IV, demonstrating their substantial responsiveness, or a statement of deviations and exceptions to the provisions of the Technical Specifications and Schedule of Requirements;
- (b) as necessary, a detailed description of the essential technical and performance characteristics of the offered goods and associated services, including but not limited to information on available sources and current prices of spare parts, special tools, after-sales services etc as may be specified in Section IV, Technical Specifications and Schedule of Requirements.

15.3 Section IV, Technical Specifications and Schedule of Requirements, contain the minimum technical specifications and requirements prescribed by the OSCE. For the purpose of the commentary and description required by this ITB Article 15, the Bidder shall confirm that the technical specifications and standards of its offered goods and associated services, as a minimum, comply with the requirements of the Bidding Documents.

16. PERIOD OF VALIDITY OF BIDS

16.1 Bids shall remain valid for the period specified in Section II, Bidding Data Sheet, after the deadline for the receipt of Bids. A Bid valid for a shorter period shall be rejected by the OSCE as non-responsive.

16.2 In exceptional circumstances, the OSCE may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The

Bid Security provided under ITB Article 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid.

17. BID SECURITY

17.1 If specified in Section II, Bidding Data Sheet, the Bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in Section II, Bidding Data Sheet.

17.2 The Bid Security is required to protect the OSCE against the risk of Bidder's conduct, which would warrant the Bid Security's forfeiture, pursuant to ITB Article 17.7.

17.3 If provided therefore under ITB Article 17.1, the Bid Security shall be denominated in the currency of the Proposal, shall be submitted in original, and shall be in one of the following forms:

(a) a bank guarantee issued by a reputable bank in the form provided in Section III, Bid Forms, of the Bidding Documents or another form acceptable to the OSCE and valid for thirty (30) calendar days beyond the bid validity period stipulated by the OSCE; or

(b) a cashier's or certified check.

17.4 Any Bid not secured in accordance with ITB Articles 17.1 and 17.3 will be rejected by the OSCE as non-responsive.

17.5 Unsuccessful Bidders' Bid Securities will be discharged or returned as promptly as possible, but not later than thirty (30) calendar days after the date of expiration of the bid validity period prescribed by the OSCE pursuant to ITB Article 16.

17.6 The successful Bidder's Bid Security will be discharged upon such Bidder signing the Contract and furnishing the Performance Security, if applicable, pursuant to ITB Article 34.

17.7 The Bid Security may be forfeited:

(a) if the OSCE determines, on the basis of objectively verifiable evidence, that such Bidder has provided materially false or misleading information to the OSCE;

(b) if a Bidder (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Form, or (ii) does not accept the correction of errors pursuant to ITB Article 27.2; or

(c) in the case of a successful Bidder, if the Bidder fails or refuses (i) to sign the Contract in accordance with ITB Article 34.2; or (ii) to furnish a Performance Security in accordance with ITB Article 35.

18. FORMAT AND SIGNING OF BID

18.1 The Bidder shall prepare one original and the number of copies of the Bid indicated in Section II, Bidding Data Sheet, clearly marking each "**ORIGINAL**" and "**COPY**", as appropriate. In the event of any discrepancy between them, the original shall govern.

18.2 The original and the copy or 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.

18.3 If the Bidder is a joint venture or consortium one member shall be appointed as being in charge with authority to bind the joint venture or consortium. Each member of such a joint venture or consortium will be jointly and severally liable for the Bid and any contract. The composition of the joint venture or the consortium must not be altered without the prior consent in writing of the OSCE.

18.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

19. SUBMISSION, SEALING AND MARKING OF BIDS

19.1 Bidders may always submit their Bids by mail or by hand. When so specified in Section II, Bidding Data Sheet, Bidders shall have the option of submitting their Bids electronically and/or by facsimile. Bidders submitting their Bids by email or facsimile shall follow the procedures specified in Section II, Bidding Data Sheet. The Bidder shall seal the original and each copy of the Bid, including any alternative Bid, in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**.” These envelopes shall then be sealed in a second sealed outer envelope.

19.2 The inner and outer envelopes shall bear only:

- (a) the bid submission address indicated in the cover note to these Bidding Documents; and
- (b) the OSCE Bidding Reference Number and Title indicated in the cover note to these Bidding Documents
- (c) the statement “**DO NOT OPEN BEFORE**” to be completed with the deadline for the receipt of Bids pursuant to ITB Article 20
- (d) the name and address of the Bidder

19.3 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.

19.4 If the outer envelope is not sealed and marked as required by ITB Article 19.2, the OSCE will assume no responsibility for the misplacement or premature opening of the Bid.

20. DEADLINE FOR THE RECEIPT OF BIDS

20.1 Bids must be received by the OSCE at the address and no later than the time and date specified in the cover note to the Bidding Documents.

20.2 The OSCE may, at its discretion, extend the deadline for the receipt of Bids by amending the Bidding Documents in accordance with ITB Article 9, 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.

21. LATE BIDS

21.1 Any Bid received by the OSCE after the deadline for receipt of Bids prescribed by the OSCE pursuant to ITB Article 20 will be rejected and returned unopened to the Bidder.

22. WITHDRAWAL, MODIFICATION AND SUBSTITUTION OF BIDS

22.1 The Bidder may withdraw, modify or substitute its Bid after the Bid’s submission, provided that written notice of the withdrawal, modification or substitution is received by the OSCE prior to the deadline prescribed for the receipt of Bids.

22.2 The Bidder’s withdrawal, modification or substitution notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Article 19, with the outer envelope additionally marked “**WITHDRAWAL**”, “**MODIFICATION**” or “**SUBSTITUTION**,” as appropriate.

22.3 No Bid may be substituted or modified after the deadline for receipt of Bids.

22.4 No Bid may be withdrawn in the interval between the deadline for receipt of Bids and the expiration of the period of Bid validity specified in the cover note of these Bidding documents, or as extended pursuant to ITB Article 20.2. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid Security, pursuant to ITB Article 17.7 (b).

23. OPENING OF BIDS

23.1 In general, the OSCE Bid Opening Board will open Bids non-publicly. Only if specifically provided for in Section II, Bidding Data Sheet, the OSCE will open Bids, including modifications and substitutions pursuant to ITB Article 22, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in Section II, Bidding Data Sheet. Any specific opening procedures required if submission of Bids by email and/or by facsimile is permitted in accordance with ITB Article 19.1 shall be as specified in Section II, Bidding Data Sheet. The Bidders' representatives who are present shall sign a register evidencing their attendance.

23.2 First, envelopes marked "**WITHDRAWAL**" shall be opened and read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Article 22.1 shall not be opened and shall be returned unopened. Next, envelopes marked "**SUBSTITUTION**" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. Envelopes marked "**MODIFICATION**" shall be opened and read out with the corresponding Bid. Only envelopes that are opened and read out at Bid opening shall be considered further.

23.3 All other envelopes shall be opened one at a time, reading out: The Bidders' names, Bid prices, discounts, and the presence or absence of requisite Bid Security and such other details as the OSCE, at its discretion, may consider appropriate, will be announced at the Bid Opening.

23.4 The Bids (including modifications and substitutions sent pursuant to ITB Article 19.2) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

24. CONFIDENTIALITY

24.1 Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendation for Contract Award, shall not be disclosed prior to the date of formation of the Contract pursuant to ITB Article 34.

24.2 Any effort by a Bidder to influence the OSCE in its decisions on Bid evaluation, Bid comparison, or Contract Award will result in the rejection of the Bidder's Bid.

25. PRELIMINARY EXAMINATION

25.1 The OSCE will examine the Bids to determine whether they are complete, whether a Bid Security, if required, has been furnished, whether the Forms contained in Section III, Bid Forms, or Section IV, Technical Specifications and Schedule of Requirements, have been properly completed and signed, and whether the Bids are generally in order.

25.2 If any of the Forms are missing, the Bid will be rejected.

26. TECHNICAL EVALUATION

26.1 The OSCE will evaluate the Bids that have been determined to be substantially responsive to the administrative requirements as a result of preliminary examination pursuant to ITB Article 25.

26.2 The OSCE will evaluate the technical aspects of the Bids to confirm that all technical specifications and requirements specified in the Bidding Documents have been met without any material deviation, reservation or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Associated Services; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, the OSCE's rights or the Bidder's obligations; or

(c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the OSCE and may not subsequently be made responsive by the Bidder by correction of the nonconformity

27. FINANCIAL EVALUATION

27.1 The OSCE will evaluate the Bids that have been determined to be substantially responsive to the administrative and technical requirements, pursuant to ITB Articles 25 and 26.

27.2 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 quantity, the unit price shall prevail, and the total price shall be corrected unless in the opinion of the OSCE there is an obviously gross misplacement of the decimal point in the unit price, in which case the line item total as quoted will govern, and the unit rate will be corrected. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. The amount stated in the Bid will be adjusted by the OSCE in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Article 17.7.

27.3 Unless otherwise specified in accordance with ITB Article 13.1, Bids shall be evaluated as quoted in EURO. In the event, the OSCE has permitted bid prices in several currencies, the OSCE shall convert all bid prices expressed into the amounts in EURO, using the selling exchange rates established by the source specified in Section II, Bidding Data Sheet, for the date in which the deadline for the receipt of Bids was set by the OSCE.

27.4 The financial evaluation may take into account, in addition to the Bid price, other factors as specified in Section II, Bidding Data Sheet.

28. CLARIFICATION OF BIDS

28.1 During evaluation of the Bids, the OSCE may 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 will result in the rejection of its Bid.

29. POST-QUALIFICATION

29.1 In the absence of prequalification, the OSCE will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Articles 14 and 15.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications and capabilities submitted by the Bidder, pursuant to ITB Articles 14 and 15.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the OSCE will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. AWARD CRITERIA

30.1 Subject to ITB Articles 34 and 35, the OSCE will award the Contract to the successful Bidder whose Bid has been determined to be the lowest priced one among substantially responsive Bids, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31. OSCE'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

31.1 The OSCE reserves the right at the time of award to increase or decrease, by up to fifteen (15) percent, the quantity of Goods originally specified in the Bidding Documents without any change in unit price or other terms and conditions.

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

32.1 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.

33. NOTIFICATION OF AWARD

33.1 Prior to the expiration of the period of Bid Validity, the OSCE will notify the successful Bidder in writing, e.g. by facsimile or registered letter, that its Bid has been accepted.

34. CONTRACT FORMATION

34.1 At the time of or promptly after notification of award, the OSCE will send the successful Bidder the Contract.

34.2 Within the period specified in Section II, Bidding Data Sheet, the successful Bidder shall sign, date, stamp and return one original set to the OSCE.

34.3 Upon receipt by the OSCE of one original set of signed and stamped Contract and the furnishing of a Performance Security (if one is required), in form and content acceptable to the OSCE in accordance with ITB Article 35.1, the OSCE shall notify the unsuccessful Bidders, and shall promptly discharge the Bid Securities, if any, of the winning Bidder and the unsuccessful Bidders, in accordance with ITB Article 17.

35. PERFORMANCE SECURITY

35.1 Within twenty (20) calendar days of the date of notification of award by the OSCE, the successful Bidder shall furnish a Performance Security in an amount, form and format as provided for in Section II, Bidding Data Sheet.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Article 35.1 and ITB Article 34.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the OSCE may make the award to the next lowest evaluated Bidder or call for new Bids.