



**Bidding Documents**

**For**

**Services of an Agency to develop Strategic Planning Guidebook for  
the Bureau for Strategic Planning of the Serbian Ministry of  
Interior**

**ITB No. 11/2010**



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

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Date: 1 July 2010

**Invitation to Bid**

**No. 11/2010**

**Services of an Agency to develop Strategic Planning Guidebook for the Bureau for Strategic Planning of the Serbian Ministry of Interior**

The Organization for Security and Co-operation in Europe Mission in Serbia (hereinafter called “the OSCE”) invites sealed bids from qualified Suppliers for a service of development Strategic Planning Guidebook for the Bureau for Strategic Planning of the Serbian Ministry of Interior.

The Bidding Documents include:

- Section I: Instructions to Bidders
- Section II: Forms of Bid
- Section III: Price Response Form
- Section IV: Terms of Reference

Any Purchase Order awarded as a result of this tender shall be bound by the OSCE General Conditions of Contract (Services), which can be viewed on <http://www.osce.org/tenders/>.

Bids must be delivered to the office at the following address:

**Organization for Security and Co-operation in Europe (OSCE)  
Mission to Serbia  
Attn: Head of Fund Administration Unit  
Cakorska 1  
11000 Belgrade, Serbia**

Bids must be delivered on or before **15 July 2010, 12:00 hrs (CET)** in a sealed envelope marked with “**Bid for Supply of Services of a Consulting Agency to the OSCE Mission, Serbia - ITB No.11/2010 - Do Not Open Before 15 July 2010 12:00 hrs (CET)**”

The bid prices shall be quoted in **EUR** with VAT excluded.

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 Mission to Serbia  
Procurement and Contracting Unit  
Cakorska 1, 11000 Belgrade, Serbia  
Attn: Ms. Snezana Prvulovic, Procurement Assistant  
Email: [snezana.prvulovic@osce.org](mailto:snezana.prvulovic@osce.org)  
Fax: + 381 11 3606 135**

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# SECTION I - INSTRUCTIONS TO BIDDERS

## 1. ELIGIBLE BIDDERS

1.1 This Invitation to Bid is open to all eligible suppliers as defined in ITB Clause 1.2.

1.2 Bidders shall not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the OSCE to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Service under this Invitation to Bid.

## 2. OSCE PRIVILEGES AND IMMUNITIES

2.1 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.

## 3. COST OF BIDDING

3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, including costs relating to 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.

## 4. CONTENT OF BIDDING DOCUMENTS

4.1 The Services required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the Invitation to Bid, the Bidding Documents include:

Section I:	Instructions to Bidders
Section II:	Forms of Bid
Section III:	Price Response Form
Section IV:	Terms of Reference

4.2 The Bidder is 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 not 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. CLARIFICATION OF BIDDING DOCUMENTS

5.1 Any prospective Bidder requesting any clarification on any contents in the Bidding Documents may notify the OSCE in writing, e.g. by ordinary mail, facsimile or e-mail, at the following address:

**OSCE Mission to Serbia**  
**Procurement and Contracting Unit**  
**Cakorska 1, 11000 Belgrade, Serbia**  
**Attn: Ms. Snezana Prvulovic**  
**Senior Procurement Assistant**

**Email: [snezana.prvulovic@osce.org](mailto:snezana.prvulovic@osce.org)**

**Fax: + 381 11 3606 135**

5.2 Written copies of the OSCE's response (including a description of the contents of the query but without identifying the source thereof) may be published on the OSCE web-site at <http://www.osce.org/tenders/> if not directly replied to the bidders' e-mail addresses.

## 6. AMENDMENTS TO BIDDING DOCUMENTS

6.1 At any time prior to the deadline for submission 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 on the OSCE web-site at <http://www.osce.org/tenders/> if not directly replied to the bidders' e-mail addresses.

6.2 All prospective Bidders are requested to regularly visit the OSCE web-site to view any amendment made to the Bidding Documents. The amendments will be binding on the Bidders. The OSCE will assume no responsibility for the Bidder's non-familiarity with any amendment issued pursuant to this clause.

6.3 In order to provide Bidders reasonable time for incorporating such amendments of the Bidding Documents into their Proposals, the OSCE may, at its discretion, extend the deadline for the submission of bids by amendment which will be published on the OSCE web-site at <http://www.osce.org/tenders/>.

## 7. LANGUAGE OF BID

7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the OSCE, shall be written in the English language.

## 8. DOCUMENTS COMPRISING THE BID

8.1 The Bid prepared by the Bidder shall comprise the following components:

- Forms contained in Section "Forms of Bid", duly completed and signed by the Bidder;
- Documentary evidence established in accordance with ITB clause 12 that the Goods/Services conform to the Bidding Documents and Bidder is qualified to perform the Contract if its Bid is accepted.

## 9. BID SUBMISSION FORM

9.1 The Bidder shall complete the Bid Submission Form and other forms contained in Section "Forms of Bid" in the Bidding Documents.

## 10. BID PRICE

10.1 The Bidder shall indicate on the Price Schedule the unit prices of the Service it proposes to supply and deliver under the Purchase Order/Contract.

10.2 The FCA term shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

## 11. BID CURRENCY

11.1 All prices shall be quoted in EUR.

## 12. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION AND GOODS' AND RELATED SERVICES' CONFORMITY TO BIDDING DOCUMENTS

12.1 Pursuant to ITB clause 8, the Bidder shall furnish as part of its Bid:

(a) A brief description of the Bidder's organization and information demonstrating experience on supply of the similar Service and at least three business references on recent contracts for the supply and delivery of the similar Service.

(b) in the case of a Bidder not doing business within Serbia, the Bidder is or will be (if awarded the Contract/Purchase Order) represented by a local agent equipped and able to carry out maintenance and repair.

12.2 The documentary evidence of conformity of the Service to the Bidding Documents may be in the form of literature, drawings, CDs, DVDs, and data, and shall consist of:

(a) a detailed description of the Service.

## 13. PERIOD OF VALIDITY OF BIDS

13.1 Bids shall remain valid for the period of sixty (60) days after the date of bid submission prescribed by the OSCE, pursuant to ITB clause 16. A bid valid for a shorter period shall be rejected by the OSCE as non-responsive.

13.2 In exceptional circumstances, the OSCE may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its Bid.

## 14. FORMAT AND SIGNING OF BID

14.1 The Bidder shall prepare one original of the Bid.

14.2 The original 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.

## 15. SEALING AND MARKING OF BIDS

15.1 The Bidder shall seal the original of the Bid in an envelope..

15.2 The envelope shall:

(a) be addressed to the OSCE at the following address:

**Organization for Security and Co-operation in Europe (OSCE), Mission to Serbia  
Attn: Head of Fund Administration Unit  
Cakorska 1, 11000 Beograd  
Serbia  
and**

(b) be marked with **"Bid for Supply of Services of a Consulting Agency to the OSCE Mission, Serbia - ITB No.11/2010 - Do Not Open Before 15 July 2010 12:00 hrs (CET)"**

15.3 The envelope 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.

15.4 If the envelope is not sealed and marked as required by ITB clauses 15.2 and 15.3, the OSCE will assume no responsibility for the Bid's misplacement or premature opening.

## 16. DEADLINE FOR SUBMISSION OF BIDS

16.1 Bids must be received at the address specified under ITB Clause 15.2 (a) no later than **15 July 2010 12:00 hrs (CET)**.

16.2 The OSCE may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB clause 6, 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.

## 17. LATE BIDS

17.1 Any Bid received by the OSCE after the deadline for submission of bids prescribed by the OSCE pursuant to ITB clause 16 may be rejected and returned unopened to the Bidder.

## 18. MODIFICATION AND WITHDRAWAL OF BIDS

18.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bid, is received by the OSCE prior to the deadline prescribed for submission of bids. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB clause 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

18.2 No Bid may be modified after the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form.

## **19. OPENING OF BIDS BY THE OSCE**

19.1 The OSCE will open all Bids after the bid submission deadline.

## **20. CLARIFICATION OF BIDS**

20.1 During evaluation of the Bids, the OSCE may, at its discretion, 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 may result in the rejection of its Bid.

## **21. RESPONSIVENESS OF BIDS**

21.1 The OSCE's determination of a Bid's responsiveness is to be based on the contents of the Bid itself.

21.2 A substantially responsive Bid is one that conforms to all the technical terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (i) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Bidding Documents; or
- (ii) limits in any substantial way the OSCE's rights or the Bidder's obligations; or
- (iii) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

21.3 Provided that a Bid is substantially responsive, the OSCE may waive any non-conformities or omissions in the Bid that do not constitute a material deviation. Provided that a Bid is substantially responsive, the OSCE may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid.

## **22. EVALUATION**

22.1 The OSCE will compare the Bids, which have been determined to be substantially responsive, with a view to select the Bidder whose Bid is deemed to be most appropriate where the key to evaluate will be: 50% price and 50% quality of proposal and previous similar experience

## **23. CONFIDENTIALITY**

23.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the OSCE on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendation for award, shall not be disclosed.

23.2 Any effort by a Bidder to influence the OSCE in its decisions on bid evaluation, bid comparison, or award may result in the rejection of the Bidder's Bid.

## **24. POST-QUALIFICATION**

24.1 The OSCE has the right to 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 Clause 12.

24.2 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 submitted by the Bidder, pursuant to ITB Clause 12, as well as such other information as the OSCE deems necessary and appropriate.

24.3 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 has the right to proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

## **25. OSCE'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

25.1 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.

## **26. PURCHASE ORDER**

26.1 The OSCE will send the successful Bidder(s) two originals of signed Purchase Order. The OSCE General Conditions of Purchase Agreement shall apply to any Purchase Order(s) placed as a result of this bidding.

26.2 Within period specified in the Purchase Order, the successful Bidder shall sign and date the Purchase Order and return it to the OSCE.

## Section II. FORMS OF BID

### Notes on Forms of Bid

It is absolutely mandatory that the Bidder duly completes and signs the Forms of Bid.

### SECTION II - A: BID SUBMISSION FORM

Date \_\_\_\_\_

### ITB No. 11/2010 - Services of an Agency to develop Strategic Planning Guidebook for the Bureau for Strategic Planning of the Serbian Ministry of Interior

To: **The OSCE Mission to Serbia**  
**Cakorska 1**  
**11000 Belgrade, Serbia**

Having examined the Bidding Documents ITB No.11/2010 and any addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Services in conformity with the said Bidding Documents in accordance with the Bid Forms attached herewith and made part of this Bid.

We agree to abide by this Bid for the Bid Validity Period of sixty (60) days, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify and confirm that we comply with the eligibility requirements stated in ITB clause 1 of the Bidding Documents.

We accept the OSCE General Conditions of Contract (Services).

\_\_\_\_\_  
 [Bidder to sign and stamp]

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_  
 [Bidder to insert Corporate Name of Bidder]

**SECTION II – B BIDDER’S CAPACITIES**

This Section must include a signed declaration using the annexed format from each legal entity making the Proposal. All data included in this Section must concern only the legal entity or entities making the Proposal.

**General Information**

1. Name of Firm:			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. WWW Address:			
8a. Contact Name:			
8b. Contact Title:			
9. Parent Company, if Any (Full Legal Name):			
10. Subsidiaries, Associates, and/or Representative(s), if Any:			
11. Nationality of the Firm:			
12. Type of Business:			
13. Year Established:			
14. Number of Staff Employed:			



### Financial Information

15. Annual Revenue for the last 5 years:	
Year	Total Revenue (EUR)

### Experience

16. Contracts of similar scale/volume during the last 5 years:				
Customer	Value in EUR	Year	Services Provided	Country

**SECTION II – C FIRM’S REFERENCES****Relevant Services carried Out in the Last Five Years that best illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Description of Works / Services:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity (profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in EUR):
Name of Associated Bidders, If Any:		Nº of Months of Professional Staff Provided by Associated Bidders:
Name of Senior Staff (Project Director/Co-ordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Company's Name: \_\_\_\_\_

**SECTION III: PRICE RESPONSE FORM**

	<b>Price in EUR</b>
<b>Services of an Agency to develop Strategic Planning Guidebook for the Bureau for Strategic Planning of the Serbian Ministry of Interior</b>	

**Signature:** \_\_\_\_\_**Stamp** \_\_\_\_\_

\* Detailed budget is to be provided separately as per instruction 7. in the Terms of Reference below

## SECTION IV: TERMS OF REFERENCE

### TERMS OF REFERENCE

#### For the development of *Strategic Planning Guidebook for the Bureau for Strategic Planning of the Serbian Ministry of Interior*

#### 1. Unified Budget Project Mission to Serbia, Law Enforcement Department – Strategic Planning

#### 2. Background

The Strategic Development Unit (SDU), under the Memorandum of Understanding between the Ministry of Interior of the Republic of Serbia and the Law Enforcement Department of the OSCE Mission to Serbia from September 2009, provides and facilitates capacity-building to the Ministry, most specifically its Bureau for Strategic Planning (BSP), in the field of strategic planning and management. Within this framework, as well as upon the discussion and request of the Head of BSP, a need to create a tool which would help BSP to enhance the Ministry's performance in the area of strategic planning has been identified. To this end, the OSCE Mission has decided to assist BSP in the development of *the Strategic Planning Guidebook* for the Ministry.

*The Guidebook* would enable Ministry's personnel to provide guidance to a standardized strategic planning process which is currently lacking. This guidebook will focus on customizing processes and format of official documents, as well as putting into practice a wide strategic planning process in the Ministry. When developed, it will provide an insight in each particular step of strategic planning process that is realistic, flexible and suited to the needs of the Ministry, and in the best way of conducting the process. As such, it is a very important step in the development of an institutionalized framework of strategic planning in the Ministry of Interior.

#### 3. Objective

The SDU requires the services of a consulting agency in the field of strategic planning and management to prepare a guidebook on strategic planning for the Serbian Ministry of Interior, which would allow SDU to better direct and focus its capacity-building support to the Ministry' Bureau for Strategic Planning.

#### 4. Tasks

The consulting agency will be tasked to assess the current situation in the MoI in the respective field of work, assist in the development of terms of reference for the guidebook and develop the guidebook for the Serbian Ministry of Interior.

More specifically, the experts will be delegated to:

- assess the situation in the Serbian Ministry of Interior from the first hand and have consultations at the Minister's Cabinet level – with the BSP and other relevant organisational units by spending ten (10) working days – 2 weeks in the Ministry;
- assist in the development of terms of reference for the strategic planning guidebook, which is supposed to include proposal of the document structure, in twenty (20) working days – 4 weeks;
- deliver a final version of *the Strategic Planning Guidebook for BSP* consisting of approximately a hundred (100) standard A5 typed pages in English in thirty (30) working days – 6 weeks, after the terms of reference are approval by SDU.

#### 5. Qualifications:

- Minimum ten (10) years of experts' diversified experience in the field of strategic planning and management, ideally in the public sector;
- At least five (5) years of experience in the preparation of strategic planning practical tools (guidebooks, plans, etc.) for large organisations, particularly public organisations;
- Proven track record in work with police and security organisations, desirably in the Western Balkans and particularly in Serbia;
- Professional knowledge of the English language.

#### 6. Deliverables

- Terms of reference for strategic planning guidebook for the Serbian Ministry of Interior's BSP;
- Final version of *the Strategic Planning Guidebook for BSP* of approximately hundred (100) A5 pages, with the following structure:
  - Part 1: Strategic Planning;
  - Part 2: Strategic Management;
  - Part 3: Strategic Monitoring and Evaluation;
  - Part 4: Templates on the above.

**Note:** SDU expects from experts to submit a high-quality deliverables in accordance with the agreed deadlines.

**7. Duration of SSA:** 12 weeks – approximately 3 months (from mid July to mid October 2010)