



**BIDDING DOCUMENTS FOR
THE SUPPLY OF OFFICE SUPPLIES TONERS
TO
OSCE MISSION TO BOSNIA AND HERZEGOVINA**

NO. TON 2006

08 MARCH 2006



ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE

Date : 08 March 2006

Invitation To Bid

No. TON 2006

SUPPLY OF PRINTER/PHOTOCOPYING TONERS TO OSCE MISSION TO BOSNIA AND HERZEGOVINA

The OSCE Mission to Bosnia and Herzegovina (hereinafter called “the OSCE Entity”) invites sealed bids from qualified Suppliers for the supply of Toners:

The Bidding Documents include:

- Section I: Instructions to Bidders
- Section II: Bid Data Sheet
- Section III: Forms of Bid
- Section IV: Schedule of Requirements
- Section V: Technical Specifications

A complete set of Bidding Documents may be obtained by interested bidders from the OSCE web-page at www.osce.org/tenders/.

or

A complete set of bidding documents may be obtained by interested bidders on the submission of written application to the following address:

Chief of Procurement and Supply
OSCE Mission to Bosnia and Herzegovina.
Fra Andela Zvizdovica 1
71000 Sarajevo
BiH

Bids must be delivered to the office at the address given below on or before 29 March 2006 @ 12.00 hrs in a sealed envelope marked with “Bid for the Supply of Toners [ITB Ref. No. Ton 2006] - Do Not Open Before 12.00 hrs 29 March 2006”. Bids sent by e-mail and fax will not be accepted. The bid prices shall be quoted in Euros’ excluding VAT/PDV, taxes, duties, and customs fees.

Partial bids submitted as lots will be accepted.

Bids will be opened in the presence of bidders’ representatives who choose to attend on 29 March 2006 @12.00 hrs at:

OSCE Mission to Bosnia and Herzegovina.
Fra Andela Zvizdovica 1
71000 Sarajevo
BiH

The OSCE Mission to Bosnia and Herzegovina 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.

Please address all your queries or questions in writing at the address given below and refrain from any telephone calls or personal visits.

Chief of Procurement and Supply
OSCE Mission to Bosnia and Herzegovina.

Fra Andela Zvizdovica 1

71000 Sarajevo.

BiH

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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 Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased 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 Contract Award, and the OSCE Entity named in the Bid Data Sheet 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 goods required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the Invitation to Bid, the Bidding Documents include where applicable:

Section I: Instructions to Bidders (ITB)

Section II: Bid Data Sheet

Section III: Forms of Bid

Section IV: Schedule of Requirements

Section V: Technical Specifications

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 Entity in writing, e.g. by ordinary mail, facsimile or email, at the OSCE Entity's address indicated in the Bid Data Sheet.

5.2 The OSCE Entity will respond in writing to any reasonable request for clarification on the contents in the Bidding Documents, which it receives no later than seven (7) calendar days prior to the deadline for submission of bids. Written copies of the OSCE Entity's response (including a description of the contents of the query but without identifying the source thereof) will be sent to all prospective Bidders that have received, or prior to the deadline for submission of bids will receive, the Bidding Documents.

6. AMENDMENTS TO BIDDING DOCUMENTS

6.1 At any time prior to the deadline for submission of bids, the OSCE Entity 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.

6.2 All prospective Bidders that have expressed their interest in participating in the bidding by sending the written application, as specified in the Invitation to Bid, will be notified in writing of the amendment to the Bidding Documents, and the amendment will be binding on them.

6.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the OSCE Entity may, at its discretion, extend the deadline for submission of bids.

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 Entity, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8. DOCUMENTS COMPRISING THE BID

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

- Bid Submission Form and Price Schedule contained in Section “Forms of Bid”, duly completed and signed by the Bidder, in accordance with ITB clauses 9,10, and 11;
- Documentary evidence established in accordance with ITB clause 12 that the Bidder is eligible to bid and is qualified to perform the Contract if its Bid is accepted;
- Documentary evidence established in accordance with ITB clause 13 that the goods and services to be supplied by the Bidder conform to the Bidding Documents;
- If provided in ITB clause 14.1, a Bid Security furnished in accordance with ITB clause 14; and
- Any other documents specified in the Bid Data Sheet.

9. BID SUBMISSION FORM

9.1 The Bidder shall complete the Bid Submission Form and the appropriate Price Schedule contained in Section “Forms of Bid” in the Bidding Documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

10. BID PRICES

10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the Contract.

10.2 The terms EXW, CIF, CIP, DDU, etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

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

10.4 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB clause 23.

11. BID CURRENCY

11.1 All prices shall be quoted in the currency specified in the Bid Data Sheet.

12. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION

12.1 Pursuant to ITB clause 8, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the Contract if its Bid is accepted.

12.2 The documentary evidence of the Bidder’s eligibility to bid shall establish to the OSCE Entity’s satisfaction that the Bidder is eligible as defined under ITB clause 1.

12.3 The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the OSCE Entity’s satisfaction:

- (a) that, in the case of a Bidder offering to supply 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 the goods (please complete Manufacturer’s Authorization Form);
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract;
- (c) that, in the case of a Bidder not doing business within the OSCE Entity’s country, the Bidder is or will be (if awarded the Contract) represented by an agent in the country, where the goods will be used, equipped and able to carry out the Supplier’s maintenance, repair, and spare parts-stocking obligations prescribed in the Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

13. DOCUMENTS ESTABLISHING GOODS’ CONFORMITY TO BIDDING DOCUMENTS

13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its Bid, documents establishing conformity to the Bidding Documents of all goods and services which the Bidder proposes to supply under the Contract.

13.2 The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the OSCE Entity; and
- (c) an item-by-item commentary on the OSCE Entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.3 For purposes of the commentary to be furnished pursuant to ITB clause 13.3 (c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the OSCE Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the OSCE Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. BID SECURITY

14.1 Unless otherwise specified in the Bid Data Sheet, the Bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the Bid Data Sheet;

14.2 The Bid Security is required to protect the OSCE Entity against the risk of Bidder's conduct, which would warrant the Bid Security's forfeiture, pursuant to ITB clause 14.7.

14.3 If provided therefore under ITB clause 14.1, the Bid Security shall be in one of the following forms:

- (a) a bank guarantee issued by a reputable bank in the form provided in Section "Forms of Bid" of the Bidding Documents or another form acceptable to the OSCE Entity and valid for thirty (30) calendar days beyond the Bid Validity stipulated by the OSCE Entity; or
- (b) a cashier's or certified check.

14.4 Any Bid not secured in accordance with ITB clauses 14.1 and 14.3 will be rejected by the OSCE Entity as non-responsive, pursuant to ITB clause 23.4.

14.5 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 period of Bid Validity prescribed by the OSCE Entity pursuant to ITB clause 15.

14.6 The successful Bidder's Bid Security will be discharged upon such Bidder signing the Purchase Order, pursuant to ITB clause 32, and furnishing the Performance Security, if applicable, pursuant to ITB clause 33.

14.7 The Bid Security may be forfeited:

- (a) 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 clause 23.2; or
- (b) in the case of a successful Bidder, if the Bidder fails (i) to sign the Purchase Order in accordance with ITB Clause 32; or (ii) to furnish a Performance Security in accordance with ITB Clause 33.

15. PERIOD OF VALIDITY OF BIDS

15.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid submission prescribed by the OSCE Entity, pursuant to ITB clause 18. A bid valid for a shorter period can be rejected by the OSCE Entity as non-responsive.

15.2 In exceptional circumstances, the OSCE Entity 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. The Bid Security provided under ITB clause 14 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.

16. FORMAT AND SIGNING OF BID

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

16.2 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.

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

17. SEALING AND MARKING OF BIDS

17.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking

the envelopes as “**ORIGINAL**” and “**COPY**.” The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall:

- (a) be addressed to the OSCE Entity at the address given in the Bid Data Sheet; and
- (b) bear the Bid Reference Number and Title indicated in the Bid Data Sheet, and a statement: “**DO NOT OPEN BEFORE**”, to be completed with the time and the date specified in ITB clause 21.1.

17.3 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.

17.4 If the outer envelope is not sealed and marked as required by ITB clause 17.2, the OSCE Entity will assume no responsibility for the Bid’s misplacement or premature opening.

18. DEADLINE FOR SUBMISSION OF BIDS

18.1 Bids must be received by the OSCE Entity at the address specified under ITB Clause 17.2 (a) no later than the time and date specified in the Bid Data Sheet.

18.2 The OSCE Entity 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 Entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. LATE BIDS

19.1 Any Bid received by the OSCE Entity after the deadline for submission of bids prescribed by the OSCE Entity pursuant to ITB clause 18 will be rejected and returned unopened to the Bidder.

20. MODIFICATION AND WITHDRAWAL OF BIDS

20.1 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 Entity prior to the deadline prescribed for submission of bids.

20.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB clause 17, with the outer and inner envelopes additionally marked “**MODIFICATION**” or “**WITHDRAWAL**,” as appropriate.

20.3 No Bid may be modified after the deadline for submission of Bids.

20.4 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. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid Security, pursuant to the ITB clause 14.7.

21. OPENING OF BIDS BY THE OSCE ENTITY

21.1 Unless otherwise specified in the Bid Data Sheet, the OSCE Entity will open all Bids in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Bidders’ representatives who are present shall sign a register evidencing their attendance.

21.2 The Bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite Bid Security and such other details as the OSCE Entity, at its discretion, may consider appropriate, will be announced at the Bid Opening. No Bid shall be rejected at the Bid Opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to ITB clause 19.

21.3 Bids (and modifications sent pursuant to ITB clause 20.2) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

22. CLARIFICATION OF BIDS

22.1 During evaluation of the Bids, the OSCE Entity 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.

23. PRELIMINARY EXAMINATION

23.1 The OSCE Entity will examine the Bids to determine whether they are complete, whether any computational or arithmetical errors have been made, whether a Bid Security, if required, has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

23.2 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 Entity 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 a discrepancy between words and figures, the amount in words will prevail. The amount stated in the Bid will be adjusted by the OSCE Entity 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 clause 14.7.

23.3 The OSCE Entity may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

23.4 Prior to the detailed evaluation, pursuant to ITB clause 24, the OSCE Entity will determine the substantial responsiveness of each Bid to the Bidding Documents. For purposes of these clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB clause 14), will be deemed to be a material deviation.

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

24. EVALUATION AND COMPARISON OF BIDS

24.1 The OSCE Entity will evaluate and compare Bids, which have been determined to be substantially responsive, pursuant to ITB clause 23.

24.2 The OSCE Entity will compare the Bid prices quoted in accordance with TB clause 10.1.

24.3 The OSCE Entity's evaluation of a Bid will take into account, in addition to the Bid price, one or more of the following factors as specified in the Bid Data Sheet.

- (a) delivery schedule offered in the bid;
- (b) the availability of spare parts and after-sales services for the equipment offered in the bid;
- (c) the projected operating and maintenance costs during the life of the equipment;
- (d) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

25. CONFIDENTIALITY

25.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the OSCE Entity 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.

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

26. POST-QUALIFICATION

26.1 In the absence of prequalification, the OSCE Entity 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 Clauses 12 and 13.

27.2 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 Clauses 12 and 13, as well as such other information as the OSCE Entity deems necessary and appropriate.

27.3 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 Entity will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

28. AWARD CRITERIA

28.1 Subject to ITB Clause 32, the OSCE Entity will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

29.1 The OSCE Entity reserves the right at the time of award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

30.1 The OSCE Entity 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.

31. NOTIFICATION OF AWARD

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

31.2 The notification of award will constitute the formation of the contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB clause 33, the OSCE Entity will discharge bid security of each unsuccessful Bidder pursuant to ITB clause 14.

32. PURCHASE ORDER

32.1 At the same time as the OSCE Entity notifies the successful Bidder that its Bid has been accepted, the OSCE Entity will send the successful Bidder two originals of signed Purchase Order. The OSCE General Conditions of Contract (to be viewed on the OSCE web-site) shall apply to any Purchase Order placed as a result of this bidding.

32.2 Within period specified in the Purchase Order, the successful Bidder shall sign and date the Purchase Order and return one original of Purchase Order to the OSCE Entity.

32.3 Upon receipt by the OSCE Entity of one original of signed Purchase Order, pursuant to ITB clause 32.2, and the furnishing of a Performance Security, in form and content acceptable to the OSCE Entity in accordance with ITB clause 33.1, the OSCE Entity shall promptly notify the name of the winning Bidder to each other unsuccessful Bidders, and shall promptly discharge the Bid Securities, if any, of the winning Bidder and the unsuccessful Bidders, in accordance with ITB clause 15.

33. PERFORMANCE SECURITY

33.1 Within period specified in the notification of award, pursuant to ITB clause 31.1, the successful Bidder shall furnish the Performance Security in a form and format acceptable to the OSCE Entity.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33.1 and ITB clause 32.3 shall constitute sufficient grounds for the

annulment of the award and forfeiture of the Bid Security, in which event the OSCE Entity may make the award to the next lowest evaluated Bidder or call for new bids.

Section II - BID DATA SHEET

This Bid Data Sheet should be read in conjunction with the foregoing Instructions to Bidders.

Instructions to Bidders		Amendment/Modification of Relevant Clause in the Instructions to Bidders
ITB Clause No.	Clause Description.	
3.1	Name of OSCE Entity	OSCE Mission to Bosnia and Herzegovina.
5.1	Address for Request for Clarifications	Chief of Procurement and Supply OSCE Mission to Bosnia and Herzegovina. Fra Andela Zvizdovica 1 71000 Sarajevo. BiH
7.1	Language of Bid	The language of the Bid and all correspondence and documents exchanged between the Bidder and the OSCE Entity shall be English
8.1	Other Documents Comprising the Bid	In addition to the mandatory documents stated in ITB clause 8.1, the following additional documents are required None
11.1	Bid Currency	Euro
12.3 (d)	Qualification Criteria	Authorisation for the delivery of genuine HP, Epsom and Canon products from the relevant companies
14.1	Bid Security	Not required
15.1	Bid Validity	Sixty (60) days
16.1	Number of Copies of Bid	The number of copies of the Bid is: One
17.2 (a)	Address for Bid Submission	Chief of Procurement and Supply OSCE Mission to Bosnia and Herzegovina. Fra Andela Zvizdovica 1 71000 Sarajevo. BiH
17.2 (b)	Bid Reference Number and Title	The Bid Reference Number and Title is ITB TON 2006 – Suplly of Photocopying/printer toners
18.1	Deadline for Submission of Bids	The deadline for submission of Bids is 12.00 hrs on 29 March 2006
21.1	Bid Opening	Bids will be opened publicly: Yes Time, date, and place for bid opening: 12.00 hrs on 29 March 2006.
24.3	Criteria for Bid Evaluation	Criteria for bid evaluation. [Select as appropriate from criteria listed in ITB clause 24.3 (e.g., 24.3 (a) and (b)). Retain only the evaluation criteria to apply]
24.3 (d)	Specific Additional Criteria	Contracts will be awarded on the lowest cost basis (DDU)
29.1	Quantity Adjustment	Percentage for quantity increase or decrease. N/A

Section III. FORMS OF BID

Notes on Forms of Bid

It is absolutely mandatory that the Bidder duly completes and signs the Bid Submission Form, the Price Schedule(s), and, if applicable, the Bid Security Form.

SECTION IV - A: BID SUBMISSION FORM

Date _____

Bid No. ITB TON 2006

To: OSCE Mission to Bosnia and Herzegovina.

Having examined the Bidding Documents No. TON 2006 and any addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver various toner cartridges for printers and photocopiers in conformity with the said Bidding Documents for the sum of _____ or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for the Bid Validity Period specified in the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We represent and warrant that we are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents.

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.

[Bidder to sign]

[Bidder to insert Bidder's capacity of]

Duly authorized to sign Bid for and on behalf of

[Bidder to insert Corporate Name of Bidder]

SECTION III - B: BID SECURITY FORM

To: OSCE Mission to Bosnia and Herzegovina.

Whereas _____ (hereinafter called "the Bidder")
[name of the Bidder]

has submitted its Bid dated _____ for the supply of **toners** (hereinafter called "the Bid").
[date of submission of Bid]

KNOW ALL PEOPLE by these presents that WE _____
[name of bank]

of _____, having our registered office at _____
[name of country] [address of bank]

(hereinafter called "the Bank"), are bound unto *OSCE Mission to Bosnia and Herzegovina* (hereinafter called

"the OSCE") in the sum of [amount] for which payment well and truly to be made to the OSCE, the Bank

binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank

this day of _____ 2006.

THE CONDITIONS of this obligation are:

1. If the Bidder

- (a) withdraws its Bid during the period of Bid Validity specified by the Bidder on the Bid Submission Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its Bid by the OSCE during the period of the Bid Validity:

- (a) fails or refuses to execute the Purchase Order Form; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

we undertake to pay to the OSCE up to the above amount upon receipt of its first written demand, without the OSCE having to substantiate its demand, provided that in its demand the OSCE will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) calendar days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

SECTION III – C: PRICE SCHEDULE

Name of Bidder: _____

Bid Ref Number: Ton 2006

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Item	Description	Country of origin	Quantity	Unit price EXW, FCA, DDU, CIP	Unit Price per item Excluding ALL taxes/PDV	Unit price of delivery to final destination and unit price of other incidental services
1	HP LaserJet 09A, Ultraprecise Print Cartridge, Black (LJ 5Si/8000 series) P/N C3909A, pcs	N/A	30	N/A		
2	HP LaserJet 82x, Ultraprecise Print Cartridge, Black, Maximum capacity (LJ 8100 series), P/N C4182x, pcs	N/A	30	N/A		
3	HP LaserJet 03A, Micro Fine Print Cartridge, Black, (LJ 5P/6P/5MP/6MP series), P/N C3903A, pcs	N/A	50	N/A		
4	HP LaserJet 92A, Ultraprecise Print Cartridge, Black, (LJ 1100/3200 series) P/N C4092A, pcs	N/A	5	N/A		
5	HP LaserJet 96A, Ultraprecise Print Cartridge, Black (LJ 2100/2200 series) P/N 4096A, pcs	N/A	40	N/A		
6	HP LaserJet 06A, Micro Fine Print Cartridge, Black (LJ 5L/6L series) P/N C3906A, pcs	N/A	2	N/A		
7	HP LaserJet 27x, Ultraprecise Print Cartridge, Black (LJ 4000/4050 series) P/N C4127x, pcs	N/A	2	N/A		
8	Toner Ink Cartridge EPSON Stylus 1520, Color P/N S020089, pcs	N/A	12	N/A		
9	Toner Ink Cartridge EPSON Stylus 1520, Black P/N S020108, pcs	N/A	12	N/A		
10	CANON, Standard Fax cartridge FX-3, Black, for Fax machine CANON L-300/L-250, pcs	N/A	40	N/A		
11	Xerox 440. Standards Copy Print Cartridge. Xerox 13r90125	N/A	2	N/A		
12	HP Colour Laser Jet Print Cartridges see below for Four Colour types:					
12 A	- P/N Cyan C9714	N/A	2	N/A		
12 B	- P/N Black C9730A	N/A	2	N/A		
12 C	- P/N Yellow C9732A	N/A	2	N/A		
12 D	- P/N Magenta C9733A	N/A	2	N/A		
13	HP Laser Jet 4220 Print Cartridge Q6511A	N/A	2	N/A		
14	HP Laser Jet 4250 Print Cartridge Q5942A	N/A	2	N/A		

Signature of Bidder _____

SECTION III – D: MANUFACTURER’S AUTHORIZATION FORM

To: OSCE Mission to Bosnia and Herzegovina.

Whereas _____ who are established and reputable manufacturers of
[name of the Manufacturer]

_____ having factories at _____
[name and/or description of the goods] [address of factory]

do hereby authorize _____ to submit a bid, and subsequently negotiate and sign
[name and address of Agent]

the Contract with you against the Bidding Documents № TON 2006 for the above goods manufactured by us.

We hereby extend our full guarantee and warranty for the goods offered for supply by the above Bidder against this Invitation to Bid.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

Section IV. SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Bidding Documents by the procuring institution/mission of the OSCE, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section V. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award pursuant to ITB clause 29.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the INCOTERMS rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the OSCE’s delivery obligations start (i.e., notice of award, contract signature, etc.).

EXAMPLE:

Requirement	Information required (to be completed by the Bidder)
<u>Delivery schedule.</u> The goods should be delivered DDU ____ within ____ days from the date of contract/purchase order signature. <i>Please specify the offered delivery period.</i>	
<u>Warranty.</u> The goods should be covered by manufacturer’s warranty for at least ____ months from the date of delivery to the final destination. <i>Please specify the warranty period and terms in detail.</i>	
<u>After-sales service.</u> The after-sales facilities should be available in the country where the goods will be used. <i>Please provide the details of after-sales service covering the offered goods, and specify name and address of company that shall provide the services in _____.</i>	

Signature of Bidder _____

Section V. TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the procuring institution/mission of the OSCE without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or equivalent."

EXAMPLE:

#	Technical Specifications	Compliance Remarks (the Bidders are required to put item-by-item commentary on the Technical Specifications demonstrating substantial responsiveness of the goods to those specifications (e.g. put "comply"), or a statement of deviations and exceptions to the provisions of the Technical Specifications)

Signature of Bidder _____