



Organization for Security and Co-operation in Europe
OSCE Presence in Albania

BIDDING DOCUMENTS FOR
SYSTEMATIC FIRST REGISTRATION OF IMMOVABLE PROPERTY
SERVICES
FOR
OSCE PRESENCE IN ALBANIA

No. ALB/001/2009

14 JANUARY 2009



**Organization for Security and Co-operation in Europe
OSCE Presence in Albania**

**Request for Proposal No.
ALB/001/2009**

For:

Systematic first registration of immovable property services

For:

OSCE Presence in Albania

Date: 14 January 2009

The OSCE Presence in Albania (hereinafter referred to as “the OSCE”) invites sealed proposals (hereinafter referred to as “Proposal(s)”) from eligible and qualified companies (hereinafter referred to as “the Bidders”) for systematic first registration of immovable property services (hereinafter referred to as “the Services”), according to the requirements as defined in the documents (hereinafter referred to as “the Bidding Documents”) attached hereto. Eligible Bidders are those who have previously provided systematic first registration services under immovable property registration projects implemented in Albania and are citizens of, or constituted, incorporated, registered or otherwise authorised to carry out business activities in Albania.

The Bidding Documents include:

Section I:	Instructions to Bidders (to be viewed at http://www.osce.org/tenders/)
Section II:	Bidding Data Sheet
Section III:	Technical Proposal Standard Forms
Section IV:	Financial Proposal Standard Forms
Section V:	Terms of Reference (“TOR”)
Section VI:	General Conditions of Contract (Services) (to be viewed at http://www.osce.org/tenders/)
Section VII:	Special Conditions of Contract (Services)

Bids must be sealed in an envelope marked "Bid for "ITB Ref. NoALB/001/2009"- **"Do NOT OPEN, EXCEPT IN PRESENCE OF THE OSCE BID OPENING BOARD BEFORE 02 FEBRUARY 2009 at 12:00"** and delivered to:

Mr. Hubert Kasik, Chief of Fund Administration Unit
OSCE Presence in Albania
Sheraton Hotel, "Sheshi Italia"
Tirana, Albania
Fax: (+355 4) 224 0002
Hubert.Kasik@osce.org

on or before Monday, 02 February 2009 at 12:00.

The bid prices shall be quoted in Euro.

Bids will be opened on Monday, 02 February 2009 at 12:00 at:

OSCE Presence in Albania
Sheraton Hotel, "Sheshi Italia"
Tirana, Albania

Bidders' representatives may choose to be present at the opening but their presence is not required for any bid to be opened.

Bidders are encouraged to provide electronic copies of the submitted bidding materials.

All Proposals shall NOT be accompanied by a Bid Security.

The Services are expected to commence within approximately two (2) months.

The OSCE reserves the right to accept or reject any proposal, and to annul, in whole or in part, or to suspend the bidding process and to reject all Proposals, at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders.

Please address your queries or comments in writing to Mr. Kasik at the address above and kindly refrain from any personal visits or telephone calls.

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SECTION I – INSTRUCTIONS TO BIDDERS

Note to Bidders: This section of the Bidding Documents can be viewed on the OSCE web site at <http://www.osce.org/tenders/>. This section provides information necessary for Bidders to prepare responsive Proposals, in accordance with the requirements of the OSCE. It also provides information on the submission, opening, and evaluation of Proposals, and on the award of contract. Bidders should read these Instructions to Bidders in conjunction with the Bidding Data Sheet in Section II. These Instructions to Bidders will not be part of the Contract/Purchase Order.

1. INTRODUCTION

1.1 The entity of the OSCE specified in the cover note to these Bidding Documents is inviting Bidders to submit a Technical Proposal and a Financial Proposal, in accordance with the Selection Method specified in the Bidding Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the successful Bidder.

1.2 The successful Bidder is expected to perform the Services as further specified in the Bidding Data Sheet.

1.3 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “day” means calendar day.

2. ELIGIBILITY OF BIDDERS

2.1 The OSCE requires that Bidders provide professional, objective, and impartial advice and technical assistance, and at all times hold the OSCE’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other entities of the OSCE, or that may place them in a position of not being able to carry out the assignment in the best interest of the OSCE.

2.2 Without limitation on the generality of ITB Article 2.1, a Bidder shall not be eligible to participate in this procurement 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 subsequently used by the OSCE; or
- received assistance in the preparation of its Proposal or request to participate from a person

or company who or that participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof.

2.3 A Bidder shall not be eligible to participate in this procurement or in the performance of this contract under consideration if such Bidder, or any executive, manager or director thereof, has, in the past five years:

- been determined by a court of competent jurisdiction to have committed a criminal or civil offence involving corrupt practices, money laundering, bribery, or other equivalent activities under the laws or regulations applicable in the country of location of the relevant entity of the OSCE or any country, or under international treaties or conventions;
- been declared ineligible, by reason of conduct such as that described above, by any bank, institution or organization providing funds for general development, public investment or reconstruction;
- been determined by a court of competent jurisdiction to have committed a serious offence by participating in the activities of a criminal organization, defined as a structured association established over a period of time and operating in a concerted manner to achieve financial gain through activities that are criminal or otherwise illegal where they take place; or
- been determined by a court of competent jurisdiction to have committed an act of fraud or an act equivalent to fraud;
- been determined to have engaged in unprofessional conduct by a court of competent jurisdiction, administrative agency or organization responsible for enforcing standards of professional conduct; or
- been determined by the OSCE as ineligible, on the basis of substantial evidence, to have engaged in serious professional misconduct or made serious misrepresentations in documents submitted in connection with a procurement.

2.4 A Bidder shall not be eligible to participate in this procurement or in the performance of this contract under consideration if such Bidder:

- has, in the past two years, been adjudged to be bankrupt or insolvent by a court of competent jurisdiction;
- is being wound up or administered, or its affairs are being wound up or administered, by a court of competent jurisdiction;
- currently has in place an agreement or arrangement with its creditors providing for extended or reduced terms of payment if such terms were agreed to by such creditors because the Bidder had previously been unable to satisfy its obligations as they came due;
- is currently the subject of a judicial or administrative order suspending or reducing payments by or to such Bidder and resulting in the total or partial loss of the Bidder's right to administer and/or dispose of its property;
- is currently the subject of legal or administrative proceedings that may result in a judicial or administrative order suspending or reducing payments by or to such Bidder if such proceedings may also result in the Bidder being adjudged bankrupt or insolvent;
- has, in the past three years, been adjudged by an arbitration tribunal to have seriously breached a contract with the OSCE;
- is currently delinquent in the payment of any social security contributions in the country of establishment of the Bidder;
- is currently delinquent in the payment of taxes in the country of establishment of the Bidder;
- is based in, or its tendered goods originate from, a country from which, as a matter of law or official regulation, the OSCE or the country where the Services are to be carried out (i) prohibits commercial relations with such country or (ii), by an act of compliance with a decision by the United Nations Security Council under Chapter VII of the Charter of the United Nations, prohibits any imports of goods from, or payments to, a particular country, person or company.

2.5 Government-owned enterprises in the country/location where the Services shall be carried out may be eligible only if they can establish that (i) they 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 Services.

2.6 Bidders may be requested to provide such evidence of their continued eligibility satisfactory to the OSCE, as the OSCE shall reasonably request.

3. OSCE PRIVILEGES AND IMMUNITIES

3.1 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.

4. ETHICS

4.1 In accordance with general OSCE procurement principles, it is the policy of the OSCE to require that Bidders, or any executive, manager or director thereof, observe the highest standards of ethics during each phase of any procurement and 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 any thing, 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 In pursuance of this policy, the OSCE will:

- Reject a Bidder if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract;
- Terminate a contractor if it determines that the contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, and in executing, the contract;
- Sanction a Bidder or person, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded any contract by the OSCE if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the contract.

5. BIDDER'S RESPONSIBILITIES

5.1 The Bidder is expected to examine all instructions, forms, terms, drawings and

specifications in the Bidding Documents, and, where reasonable, familiarize itself with location conditions. Failure to furnish all information required by the Bidding Documents or to submit a Proposal not substantially responsive to the provisions in the Bidding Documents will be at the Bidder's risk and may result in the rejection of its Proposal.

5.2 The Bidder shall bear all costs associated with the preparation, submission, and negotiation of its Proposal, including costs relating to any visits to the OSCE and relating to contract award. Such costs shall not be reimbursable as a direct cost of the assignment. The OSCE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation process.

5.3 The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. 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-Proposal meeting, if one is specified in the Bidding Data Sheet. Attending the pre-Proposal meeting is optional. Minutes of the meeting, including questions raised and responses given, will be treated as an amendment to the Bidding Documents and, accordingly, uploaded on the OSCE web-site at <http://www.osce.org/tenders>, in accordance with ITB Article 9.1

6. ONLY ONE PROPOSAL

6.1 Any Bidder shall submit only one Proposal, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Proposal (other than as a sub-contractor including individual experts or in case of alternatives that have been permitted or requested) shall cause all Proposals with the Bidder's participation to be disqualified.

7. LANGUAGE

7.1 Unless another governing language is specified in the Bidding Data Sheet, the governing language in respect to the Proposal prepared by the Bidder as well as all correspondence and documents relating to the Proposal 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 governing 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 requesting any clarification on any contents in the Bidding

Documents may notify the contact person of the OSCE stated in the cover note to these Bidding Documents in writing.

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 it receives no later than seven (7) calendar days prior to the deadline for the receipt of Proposals.

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 immediately uploaded under the relevant procurement notice on the OSCE's web-site at <http://www.osce.org/tenders>.

8.4 If the OSCE determines that Bidders do not need the requested information, the OSCE shall immediately reject to respond to the request of the concerned Bidder.

9. AMENDMENTS TO BIDDING DOCUMENTS

9.1 At any time prior to the deadline for the receipt of Proposals, 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/>.

9.2 All prospective Bidders are advised to regularly visit the OSCE web-site to view any amendment made to the Bidding Documents. **The amendments 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 Proposals, the OSCE may, at its discretion, extend the deadline for the receipt of Proposals.

10. PREPARATION OF TECHNICAL PROPOSAL

10.1 In preparing the Technical Proposal, Bidders are expected to examine the Bidding Documents in detail. Material deficiencies in providing the information requested may result in the rejection of their Proposal.

10.2 If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual firm(s) or expert(s) or entities in a joint venture or sub-consultancy, as appropriate. No such joint venture or sub-consultancy may be required to assume a specific legal form in order to submit the Proposal; however, the joint venture selected may be

required to do so after it has been awarded the concerned contract, to the extent that such a requirement is necessary for the satisfactory performance of the contract. Any individual member of the joint venture or sub-consultancy shall be subject to the eligibility criteria set forth herein.

10.3 In the event of pre-qualification, Bidders must obtain the approval of the OSCE to enter into a joint venture with such firms, etc. not originally invited/pre-qualified for this assignment. Proposals submitted by a joint venture of two or more firms as partners shall also comply with the following requirements: (i) the Proposal shall be signed by all partners; (ii) one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all partners; (iii) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge; and (iv) the partner or combination of partners responsible for specific components of the assignment must meet the relevant minimum qualification, experience and capacity requirements for that component. In the case of a joint venture, all partners shall be jointly and severally liable.

10.4 The Technical Proposal shall contain information and documentation as specified in the Bidding Data Sheet.

10.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

11. PREPARATION OF FINANCIAL PROPOSAL

11.1 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the Bidding Documents. The Financial Proposal should follow the standard forms contained in Section IV of the Bidding Documents. It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

11.2 All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

11.3 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the laws and regulations applicable at the location of the assignment, unless the Bidding Data Sheet specifies otherwise.

11.4 Unless otherwise specified in the Bidding Data Sheet, the rates and prices shall be quoted by the Bidder entirely in EURO.

12. PERIOD OF VALIDITY OF PROPOSALS

12.1 Proposals shall remain valid for the time period specified in the Bidding Data Sheet after the deadline for the receipt of Proposals. A Proposal valid for a shorter period may be rejected by the OSCE as non-responsive.

12.2 During the period of validity, the Bidder is expected to keep available the professional staff proposed for the assignment. The OSCE will make its best effort to complete negotiations within this period.

12.3 In exceptional cases, the OSCE may request Bidders to extend the validity period of their Proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the professional personnel proposed in their Proposals, or in their confirmation of extension of validity of the Proposals, Bidders may be permitted to submit replacement personnel having at least equivalent certifications, experience and qualifications than those originally proposed, who would be considered in the final evaluation for contract award. Bidders granting the request will not be required nor permitted to otherwise modify their Bids. The Bid Security provided under ITB Article 13 shall also be suitably extended. Bidders who do not agree to a request of extension shall have the right to refuse to extend the validity of their Proposals, in which case the Bid Security, if any, should be returned by the OSCE forthwith.

13. BID SECURITY

13.1 If required in the Bidding Data Sheet, the Bidder shall furnish as part of its Technical Proposal a Bid Security in original form. 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 13.5.

13.2 The Bid Security shall be in the amount specified in Bidding Data Sheet and denominated in the currency of the country where the Services shall be carried out or the currency of the Proposal or in another freely convertible currency, and shall, at the Bidder's option, be in the form of an original bank guarantee issued by a reputable bank, by using the Bid Security Form provided in Section III of the Bidding Documents or another original form

acceptable to the OSCE and valid for twenty eight (28) calendar days beyond the validity of Proposals stipulated by the OSCE.

13.3 If relevant, any Proposal not accompanied by a Bid Security shall be rejected by the OSCE as non-responsive.

13.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and/or furnishing of the Performance Security.

13.5 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 withdraws its Proposal during the period of validity specified by the OSCE; or

(c) if the Bidder does not accept the correction of its proposed Price(s);

(d) offers key staff in its Proposal without confirming their availability, or

(e) if the successful Bidder(s) fail(s) within the time specified by the OSCE to sign the Contract and/or to furnish the required Performance Security.

13.6 The Bid Security of a joint venture must be in the name of the joint venture that submits the Proposal. If the joint venture has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.

13.7 The successful Bidder's Bid Security will be discharged upon such Bidder(s) signing the Contract and furnishing the Performance Security, if applicable, pursuant to ITB Article 25.2.

14. SUBMISSION AND RECEIPT OF PROPOSALS

14.1 The original Proposal (Technical Proposal and, if required, Financial Proposal) shall be prepared in indelible ink, and shall be submitted on forms and templates provided for in the Bidding Documents. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the persons or person who sign(s) the Proposals.

14.2 An authorized representative of the Bidder initials all pages of the Proposal. The representative's authorization may be confirmed by a written power of attorney accompanying the Proposal.

14.3 For each Proposal, the Bidder shall prepare the number of copies indicated in the Bidding Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**"

as appropriate. In the event of any discrepancy between the original and the copies of the Proposal, the original governs.

14.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the address of the OSCE and the Proposal Reference Number as indicated in the cover note to these Bidding Documents and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OSCE BID OPENING BOARD.**"

14.5 When so specified in the Bidding Data Sheet, Bidders shall have the option of submitting their Proposals electronically. Bidders submitting their Proposals electronically shall follow the procedures specified in the Bidding Data Sheet.

14.6 All inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is declared late, pursuant to ITB Article 16.1 or the Proposal is validly withdrawn by the Bidder.

14.7 If the outer envelope is not sealed and marked as above, the OSCE shall assume no responsibility for the misplacement or premature opening of the Proposals.

15. DEADLINE FOR RECEIPT OF PROPOSALS

15.1 Proposals must be received by the OSCE no later than the time and date specified in the cover note to these Bidding Documents.

15.2 The OSCE may, at its discretion, extend the deadline for the receipt of Proposals by issuing an amendment in accordance with ITB Article 9.3, in which case all rights and obligations of the OSCE and the Bidders previously subject to the original deadline shall then be subject to the new deadline as extended.

16. LATE PROPOSALS

16.1 Any Proposal received by the OSCE after the deadline for receipt of Proposals will be rejected and returned unopened to the Bidder.

17. WITHDRAWAL, MODIFICATION AND SUBSTITUTION OF PROPOSALS

17.1 The Bidder may withdraw, substitute or modify its Proposal after its submission, provided that written notice of the withdrawal, substitution or

modification is received by the OSCE prior to the deadline prescribed for the receipt by the OSCE of Proposals.

17.2 The Bidder's withdrawal, substitution, or modification notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Article 14, with the outer and inner envelopes additionally marked "**WITHDRAWAL**", "**SUBSTITUTION**" or "**MODIFICATION**", as appropriate.

17.3 No Proposal may be substituted or modified after the deadline for the receipt by the OSCE of Proposals.

17.4 No Proposal may be withdrawn in the interval between the deadline for receipt by the OSCE of Proposals and the expiration of the period of validity of Proposals specified in the cover note of these Bidding Documents, or as extended pursuant to ITB Article 15.2. Withdrawal of a Proposal during this interval may result in the Bidder's forfeiture of its Bid Security, pursuant to the ITB Article 13.5 (a).

18. OPENING OF TECHNICAL PROPOSALS

18.1 After deadline for the receipt of Proposals, the Technical Proposals will be opened by the OSCE Bid Opening Board. Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Article 14.5 shall be as specified therein.

18.2 Envelopes marked "**WITHDRAWAL**" shall be opened first. Proposals for which an acceptable notice of withdrawal have been submitted pursuant to ITB Article 17.2 shall be returned unopened to the Bidder. Those envelopes of Bidders who have subsequently submitted a Proposal marked "**SUBSTITUTION**" shall also be returned unopened to the Bidders.

18.3 The Financial Proposal shall remain sealed and deposited within the OSCE until the date of opening of the Financial Proposals.

19. CONFIDENTIALITY

19.1 From the time the Proposals are opened to the time the Contract is awarded, if any Bidder wishes to contact the OSCE on any matter related to its Proposal, it should do so in writing to the address indicated in the cover note of these Bidding Documents. Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendation for contract award shall not be disclosed to Bidders or any other person not officially concerned with such process.

19.2 Any effort by the Bidder to influence the OSCE in the Proposal evaluation, Proposal comparison or Contract Award decisions may result in the rejection of the Bidder's Proposal.

20. PRELIMINARY EXAMINATION AND DETERMINATION OF RESPONSIVENESS

20.1 Prior to the detailed evaluation of Proposals, the OSCE shall determine whether each Proposal (a) meets the eligibility criteria defined in ITB Article 2, (b) has been properly signed; (c) is accompanied by a Bid Security, if required; and (d) is substantially responsive to the requirements of the Bidding Documents, and whether the Proposal in general is in order.

20.2 A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the terms of reference; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the OSCE's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

20.3 If a Proposal is not substantially responsive, it shall be rejected by the OSCE, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

21. EVALUATION OF TECHNICAL PROPOSALS

21.1 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

21.2 The OSCE will evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Bidding Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Bidding Data Sheet.

21.3 To ensure an orderly and objective examination, evaluation and comparison of all Technical Proposals, the OSCE may, at its discretion, ask any Bidder for clarification of its Technical Proposal. The request for clarification and the responses thereto shall be in writing and no change in the contents or substance of the Technical Proposal shall be sought, offered or permitted. Failure of any Bidder to timely and duly respond to a request for clarification may result in the rejection of its Proposal.

22. OPENING AND EVALUATION OF FINANCIAL PROPOSALS: RANKING (QCBS, FIXED-BUDGET, AND LEAST-COST SELECTION METHODS ONLY)

22.1 After the evaluation of the Technical Proposals is completed, the OSCE Bid Opening Board shall proceed with the opening of the Financial Proposals of those Bidders whose Technical Proposals were found to be substantially responsive.

22.2 The OSCE will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, such items will be costed and added to the initial price), and correct any computational or arithmetical errors.

22.3 Computational or 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 the quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.4 The evaluation shall include any and all taxes, duties, levies, fees, duties, etc that are applicable under the laws and regulations of the location of the assignment and that may be payable by the OSCE.

22.5 Unless otherwise specified in accordance with ITB Article 11.4, Proposals shall be evaluated as quoted in the currency of the EURO. In the event, (i) the OSCE has permitted Proposals in currencies other than the EURO, and (ii) substantially responsive Proposals have been received containing several currency options, the exchange rate to be applied by the OSCE shall be the applicable United Nations foreign exchange rate applicable for the month in which the deadline for the receipt of Proposals was set by the OSCE.

22.6 In case of the Quality and Cost Based Selection Method, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 * Fm/F$, where Sf is the financial score, Fm is the lowest price, and F is the price of the relevant Financial Proposal. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Bidding Data Sheet:

$$S = St \times T\% + Sf \times P\%$$

23. AWARD CRITERIA

23.1 The OSCE shall apply the Procurement Selection Method specified in ITB Article 1.1 for this assignment.

23.2 Subject to ITB Article 27, the OSCE shall invite such Bidder for negotiations and subsequent contract award whose Proposal has been determined to be substantially responsive to the Bidding Documents and who has obtained the highest ranking in respect to such applied Procurement Selection Method pursuant to ITB Article 1.1.

23.3 In the case of the Quality and Cost Based Procurement Selection Method, the Bidder achieving the required combined technical and financial score will be invited for negotiations.

23.4 In the case of Fixed-Budget Procurement Selection Method, the OSCE will invite the Bidder for negotiations that has submitted the highest ranked Technical Proposal within the budget ("evaluated" price). Proposals that exceed the indicated budget will be rejected.

23.5 In the case of the Least-Cost Procurement Selection Method, the OSCE will invite the Bidder for negotiations that has submitted the lowest Proposal ("evaluated" price) among those that passed the minimum technical score.

24. NEGOTIATIONS

24.1 Upon determination of the selected Bidder, negotiations will be held with an aim to reach agreement on all aspects of the assignment and the Terms of Reference, following which contract award will be issued by the OSCE and the final contract signed.

24.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the successful Bidder to improve the Terms of Reference. The OSCE and the successful Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will form part of the Contract. Special attention will be paid to getting the most the successful Bidder can offer within its Proposal and to clearly defining the inputs required from the OSCE to ensure satisfactory implementation of the assignment.

24.3 The financial negotiations will include a clarification (if any) of the successful Bidder's tax liability in the country of assignment, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the Services.

24.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed key professional staff, the OSCE expects to negotiate a Contract on the basis of the key professional staff named in its Proposal. Before negotiations, the OSCE will require assurances that such key professional staff will be actually available for this specific assignment. The OSCE will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key professional staff were offered in the Proposal without confirming their availability, the Bidder may be disqualified and its Bid Security forfeited. Any proposed substitute by the Bidder shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within a period of time specified by the OSCE.

24.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations, the OSCE and the Bidder will initial the agreed Contract, provided contract award has been issued by the relevant OSCE contract awarding authority. If negotiations fail, for whatever reasons or the outcome of such negotiations are not satisfactory, at the sole discretion of the OSCE, or contract award is not issued by the relevant OSCE contract awarding authority, the OSCE will invite the Bidder whose Proposal received the second highest score to negotiate a contract.

25. CONTRACT AWARD

25.1 The Contract will be awarded subject to (i) successful negotiations of the Contract, (ii) approval of contract award by the relevant OSCE contract awarding authority, and (iii) the provision, if required, of a Performance Security in accordance with ITB Article 26.

25.2 After successful Contract Award pursuant to ITB Article 25.1, the OSCE will promptly notify the other Bidders whose technical scores exceeded the minimum technical score that they were unsuccessful and return the unopened Financial Proposals of those Bidders who did not pass the technical evaluation, in accordance with ITB Article 21.2. If relevant, the OSCE shall also promptly discharge the Bid Securities of the unsuccessful Bidders and of the successful Bidder in accordance with ITB Articles 13.4 and 13.7.

26. PERFORMANCE SECURITY

26.1 Within 21 days after receipt of the notification of Contract Award by the OSCE, the successful Bidder shall sign the Contract and deliver to the OSCE a Performance Security in the amount

and currency stipulated in the relevant General/Special Conditions of Contract (Services) Sections of these Bidding Documents.

26.2 The successful Bidder is required to use the Performance Security Form that may be downloaded at <http://www.osce.org/tenders>. If the Performance Security is provided by the successful Bidder in the form of a bank guarantee, it shall be issued, at the Bidder's option, by a financial institution located in the country where the Services shall be implemented or by a foreign bank acceptable to the OSCE.

26.3 Failure of the successful Bidder to comply with the requirements of ITB Article 26.1 and 26.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

27. OSCE'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY AND ALL PROPOSALS

27.1 Notwithstanding ITB Article 25, the OSCE reserves the right to accept or reject any Proposal, and to cancel the bidding process and reject all Proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the OSCE's action.

27.2 The OSCE is not bound to accept any or all of the Proposals received.

SECTION II – BIDDING DATA SHEET

Note to Bidders: This Bidding Data Sheet should be read in conjunction with Section I – Instructions to Bidders which can be downloaded from <http://www.osce.org/tenders>.

Information to Bidders		Amendment/Modification of relevant Article of Section I - Information to Bidders
ITB Article No.	Article Description.	
1.1	Procurement Selection Method	The Procurement Selection Method applied in this Request for Proposal is: Quality and Cost Based Selection.
1.2	The Services	The Services to be provided are all activities required to complete a systematic survey of all properties located in selected cadastral zones and prepare title documents for each and every property surveyed. Delivery of the services shall be governed by the legislation, regulations and instructions of the Republic of Albania and the IPRS as they relate to the registration of immovable property. Services shall also be governed by the terms, conditions and requirements established by OSCE Presence in Albania as set forth in its contract for services.
5.3	Pre-Proposal Meeting	A pre-Proposal meeting will be held. The date, time, and venue of the pre-Proposal meeting will be: Friday, 16 January 2009 at 11:00 at the OSCE Presence in Albania, Sheraton Hotel, “Sheshi Italia”, Tirana, Albania
7.1	Language of Proposal	The governing Language of the Proposal and all correspondence and documents exchanged between the Bidder and the OSCE shall be English.
10.4	Contents of Technical Proposal	By using the standard forms in Section III, the Technical Proposal shall include: (i) Duly completed Technical Proposal Submission Form (Section III –A); (ii) Duly completed Qualification Form (Section III –B). The Bidder should include on this form a brief description of the Bidder’s organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, and the Bidder’s involvement. (iii) Any comments or suggestions on the Terms of Reference and on the data, list of services, and facilities to be provided by the OSCE (Section III - C). (iv) A description of the approach, methodology and work plan for performing the assignment (Section III - D). (v) The list of the proposed staff team by speciality and the tasks that would be assigned to each staff team member. (Section III - E). (vi) CVs recently signed by the proposed professional staff and the authorized representative submitting the Proposal (Section III - F). Key information should include number of years working for the firm/entity and degree of responsibility held in various

		assignments during the last ten (10) years. (vii) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections III - G and III - H).
11.3	Local Taxes	This assignment is not tax exempt.
11.4	Currency	EURO
12.1	Validity of Proposal	Proposals must remain valid for one hundred twenty (120) calendar days past the deadline for the receipt of Proposals.
13.1	Bid Security	The Bid Security is NOT required.
13.2	Amount of Bid Security	N/A
14.3	Number of Copies	Bidders must submit one original and two (2) additional copies of each Proposal .
14.5	Electronic Submission	Bidders may submit their Proposals electronically if accompanied by a hard copy.
21.2	Evaluation Criteria and Point System	(i) Specific experience of the Bidders related to the assignment: 20 pts. (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference: 50 pts. (iii) Qualifications and competence of proposed key staff for the Assignment: 30pts. Total Points: 100 The minimum technical score required to pass: 70 pts.
22.6	Weights	In respect to the Quality and Cost Based Selection Method, the weights given to the Technical and Financial Proposals are: T= 0.8, P= 0.2

Section III – TECHNICAL PROPOSAL – STANDARD FORMS

SECTION III – A TECHNICAL PROPOSAL SUBMISSION FORM

Note to Bidders: *The Bidder shall fill in and submit this Technical Proposal Submission Form together with all other Forms contained in Section III of these Bidding Documents, forming the Bidder's Technical Proposal. Bidders are advised to check with ITB Article 10.4 for all documents that are required to be submitted as part of the Technical Proposal..*

Date: *[Bidder to insert location and date]*

Bid Reference Number: ALB/001/2009

To: OSCE Presence in Albania

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for systematic first registration of immovable property in accordance with your Request for Proposal ALB/001/2009 dated 09 January 2009 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We represent and warrant that we are not participating, as Bidders, in more than one Proposal (other than as a sub-contractor, individual experts or in case of alternatives that have been permitted or requested) in this Request for Proposal.

We, including any sub-contractors proposed as part of our Proposal, confirm to comply with any and all eligibility requirements specified in your ITB Article 2. We also confirm that any and all information provided on the Qualification Form attached hereto and being an integral part of this Technical Proposal is correct and truly reflects our experience, qualifications and capacities.

If negotiations are held during the period of validity of the Proposal, one hundred twenty (120) calendar days past the deadline for the receipt of Proposals, we agree to negotiate on the basis of our proposed key professional staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal that you receive, and that you reserve the right to accept or reject any Proposal and to cancel the bidding process and reject all Proposals at any time prior to the award of contract, without thereby incurring any liability whatsoever.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

SECTION III – B QUALIFICATION FORM

Note to Bidders: The Bidder shall fill in and submit this Qualification Form as part of its Technical Proposal.

General Information

1. Name of Bidder:			
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. Principal subsidiaries, associates, and/or representative(s), if any and relevant to the Services:			
11. Country of Establishment of the Bidder:			
12. Type of Business:			
13. Year Established:			
14. Number of Staff Employed:			

Financial Information

15. For the last three financial years of the Bidder:			
Year	Balance (EUR; end of period)	Revenues (EUR)	Operating Profit (EUR)

Experience

16. Contracts for the performance of services for or related to systematic first registration of immovable property during the last three years:

Customer	Value (EUR)	Year	Services Provided	Country

Relevant Services Carried Out in the Last Three Years That Best Illustrate Qualifications

***Note to Bidders:** Using the format below, the Bidder is kindly requested to provide information on each assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted during the past three years.*

Name of Your Client:

Country/Location:

Assignment Name:

Narrative Description of Project and the services provided by your Firm:

Start Date (Month/Year):

Completion Date (Month/Year):

Approx. Value of Assignment (EUR):

Name and function of the key staff employed to deliver the services described above:

Name of Associated Firms, if any:

Nº of Months of Professional Staff
Provided by Associated Firms:

SECTION III – C COMMENTS AND SUGGESTIONS OF BIDDERS ON THE TERMS OF REFERENCE AND ON THE DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE OSCE

***Note to Bidders:** The Bidder is kindly requested to present and justify in this Section any modifications or improvements to the Terms of Reference that are proposed to improve the performance in carrying out the Assignment (such as deleting some activity considered unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated into the Bidder's Technical Proposal. Please note that any comments and suggestions made by the Bidder forms an important part of the evaluation of Proposals, in accordance with ITB Article 21.2.*

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the OSCE:

- 1.
- 2.
- 3.
- 4.
- 5.

SECTION III – D DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

The Technical Proposal shall contain:

A preliminary description of the bidder's proposed methodology to carry out systematic first registration of immovable property as described below in **Section V. "Terms of Reference"**.

The proposed methodology shall also include suggestions as to how the systematic first registration procedures could be improved to make the process more efficient and to improve the quality and accuracy of the property rights data produced.

A proposed work plan to deliver the services required to carry out systematic first registration.

A description of the organizational and staffing structure the Bidder will establish to deliver the services required to carry out systematic first registration.

SECTION III – E TEAM COMPOSITION AND TASK ASSIGNMENTS (EXAMPLE)

1. Technical/Managerial Staff (e.g. Key Professional Staff)		
Name	Position	Task

2. Support Staff		
Name	Position	Task

SECTION III – F FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Please give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and OSCE references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

[Signature of staff member and authorized representative of the firm] Date: _____
Day/Month/Year

Full name of staff member: _____
Full name of authorized representative: _____

SECTION III – G TIME SCHEDULE FOR KEY PROFESSIONAL STAFF

SECTION III – H ACTIVITY (WORK) SCHEDULE

Provide a chart and or graph depicting the work schedule for the services to be provided:

SECTION III – I BID SECURITY FORM

Notes to Bidders: If a Bid Security is required by the OSCE pursuant to ITB Article 13.1, this form should be printed out on the corporate letter head of the financial institution.

NOT APPLICABLE

Section IV – FINANCIAL PROPOSAL – STANDARD FORMS

SECTION IV – A FINANCIAL PROPOSAL SUBMISSION FORM

Note to Bidders: *The Bidder shall fill in and submit this Financial Proposal Submission Form together with all other Forms contained in Section IV of these Bidding Documents, forming the Bidder's Financial Proposal. Bidders are advised to check with ITB Article 11.1 for all documents that are required to be submitted as part of the Financial Proposal..*

Date: *[Bidder to insert location and date]*

Bid Reference Number: ALB/001/2009

To: OSCE Presence in Albania

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for systematic first registration of immovable property in accordance with your Request for Proposal ALB/001/2009 dated 09 January 2009 and our Proposal (Technical and Financial Proposals).

Our attached Financial Proposal is for the sum of *[Bidder to insert amount in words and figures]*. We acknowledge and agree to hold the OSCE exempt from any responsibility and liability for any damages or claims on any taxes, duties, levies, VAT, etc that may be applied or imposed by any public authority or authoritative institution and pertaining to this assignment.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, one hundred twenty (120) calendar days past the deadline for the receipt of Proposals.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

SECTION IV – B SUMMARY OF COSTS (EXAMPLE)**The Financial Proposal shall consist of:**

1.) The following unit prices:

- a.) Price per kartela to be registered in rural cadastre zones where systematic first registration has never been completed.
- b.) Price per kartela to update and improve the quality and accuracy of existing reference index maps and kartelas, as well as complete systematic first registration of forest areas in rural cadastral areas previously included in systematic first registration projects.
- c.) Price per parcel to digitalise manual index maps of rural cadastral zones and to link these parcels to the digital kartelas prepared under previous systematic first registration projects.

2.) Unit prices shall reflect all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys and training.

Section V - TERMS OF REFERENCE

THE FOLLOWING TERMS OF REFERENCE ARE FOR ILLUSTRATIVE PURPOSES ONLY. IT IS SUBJECT TO CHANGE AS DETERMINED BY THE OSCE IN CONSULTATION WITH THE IPRS TO IMPROVE THE QUALITY AND ACCURACY OF THE PROPERTY RIGHTS DATA PRODUCED UNDER THE PROJECT THROUGH THE PROCESS OF SYSTEMATIC FIRST REGISTRATION. CHANGES TO THIS DESCRIPTION SHALL BE REFLECTED IN ANY CONTRACT EXECUTED WITH THE BIDDER WHO ACCEPTS THE OSCE'S OFFER TO CONTRACT.

PARTIES TO SYSTEMATIC FIRST REGISTRATION OF IMMOVABLE PROPERTY

The Parties to systematic first registration of immovable property are:

1. Contractors to OSCE Presence for the performance of first registration activities
2. OSCE Presence in Albania
3. The Central Office of the Immovable Property Registration System (IPRS), for itself, and the District Offices of the IPRS;

STAGES OF WORK

The process of systematic first registration contains the following stages:

Stage	Activity	Responsible Party
1	Document Compilation Property Documents Photography Public Information Campaign Preparation of Registration Index Maps (RIM); Parcel Book (PB)	Immovable Property Registration Office (IPRO) OSCE Presence/IPRO OSCE Presence registration contractor
2	Compilation of Kartelas First Printing of Kartela Information + RIM + PB (Including checks and the linkage between Kartela-RIM)	OSCE Presence registration contractor
3	Public Display	OSCE Presence /IPRO
4	Correction of changes made during the Public Display period and Printing II + RIM+ Kartela Printing + Binding of Kartela Registers	OSCE Presence registration contractor
5	Delivery of documentation Legalization of First Registration, Archiving of documentation in the IPRO and closure of the Hipoteka System functions, issuance of registration certificates	OSCE Presence registration contractor IPRO

DESCRIPTION OF THE WORK

Stage I

The Central Office and corresponding District Office of the IPRS shall provide the following to the Contractors:

1. Secure office space and adequate office facilities including reasonable photocopying and photographing facilities within each selected district office of the IPRS
2. Supply of copies of the Registration Index Maps Parcel Books, forms A & B and other necessary documentation and computer programs Data Entry Computer Program 'Pasuritë', Computer Control Program 'Program i Kontrollit Logjik' for the cadastral zones in order for systematic, mass first registration to be carried out
3. Controlled access to original documents in the hypothec archives in each selected district office of the IPRS
4. Supply of photocopies of original documents in the hypoteka archives for "problem properties" identified during the course of the fieldwork, where it is necessary to take documents to the field for resolution of disputes for example
5. Where there are missing documents identified during the course of the fieldwork, these shall be submitted by the claimant to the IPRS monitor/coordinator, and attached to registered documents in the hypothec and passed to the registration contractor for use during the systematic mass first urban registration process. In the case of "24b" properties these shall be registered directly into the IPRS, and not the hypothec.

The Contractor during this stage will collect materials, perform the photography of hypothec documents and create the digital archive of documents linking the archive system of hypothec with the one of the IPRS.

The Contractor is responsible for the management of documents that are made available from the District Registration Office.

The Contractor will perform the field survey to compile the Parcel Book and the Index Map of Registration.

At the First Stage the final output to be submitted by the Contractor will be:

1. Digital ownership documents;
 2. Digital Registration Index Map according to IPRS digitalization Standards;
 3. Parcel Book (manual form as prepared in the field).
- (To be accompanied with supervising reports compiled by the Contractor)

Stage II

1. The final work products for Stage II shall be:
 - a. Kartelas filled out digitally based on Parcel Book and in support of legal documentation, as provided by Law 7843, dated 13.07.1994 on "Registration of Immovable Property", IPRS Regulation dated 08.04.1998, IPRS Instructions on Completing Kartelas dated 18.08.1999, Guide "On First Registration of Urban Zones", dated 8.05.2005 and other Orders issued by the Chief Registrar.
1. The supervising report of Kartela (manually)
2. Linkage of Kartela to RIM
4. First Printing

(To be accompanied with supervising reports, performed by OSCE Presence Contractor)

Stage III

1. Display of 1st Printing and RIM (scale 1:500)
2. Monitoring of Public Display progress for a period of at least 45 days in cooperation with the District Office of the IPRS and Local Government in accordance with the requirements of Law 7843 (dated 13.07.1994) on "Registration of Immovable Property".
3. Cooperate with District Registrar in implementing article 25 of Law 7843 (dated 13.07.1994).

(To be accompanied with supervising reports, performed by OSCE Presence Contractor)

Stage IV

The final work products for Stage IV shall be:

1. Digital files of RIM, IPK with the respective corrections made during the public display . (three copies: one copy for IPRS, one copy for CO/IPRO and the other one for OSCE Presence)
2. Digital files of ownership documents (one copy for IPRS)
3. Printing II
4. Book of Claims/Resolution identified during displaying process.
5. Printed Kartelas
6. Binding of Kartela. The book (kartelas' register) shall respect the following standards: Kartela registers shall be bound in books of 250 (two hundred fifty) sheets. Kartela sheets shall be first put together using special glue and then three 4 mm bolts are fixed on the left side of cover-page and first page of Kartela. On the left side of Kartela (register) shall be placed a cardboard cover with the same color of the folder. The folder shall have the form of an envelope consisting of pressed cardboard, weighting 1500 gram/2 covered in both sides with thin cardboard

(To be accompanied with supervising reports, performed by OSCE Presence Registration Contractor)

Stage V Delivery

The final work products shall be:

1. Ownership documentation (photocopies) with the respective archive reference numbers form _____ to _____.
2. Ownership documentation (originals) with the respective archive reference numbers from _____ to _____.
3. Property digital documents
4. Digital RIM in format 'dxf', and 'apr'
5. Digital IPK in format 'mdb' and 'dbf'
6. Manual RIM (scale 1:500) _____ map-sheets (2 copies)_
7. Manual IPK registered from Vol. __ Pg __ to Vol. __ Pg __, Books _____
8. Documentation inventory book with references to Hypothec system and IPRS (Forms A & B) manually prepared (as well as digital copies if prepared)
9. Book of Solved and not-Solved Claims
10. Coordinates of geodetic points and respective monographs.
11. Cartographic documentation and other documentation made available to the first registration contractor:
12. Documentation Prepared in the Field:
 - Parcel Books
 - Sketches
 - Field Notes
 - Field base map
 - Others
13. Second Printing

Lists:

1. Ordinal list of the properties' owners
2. A list of ownership or co-ownership information based on the section C of the Kartela (in an alphabetic order of the owners).
3. A list of ownership or co-ownership information for properties included in Apartment-building group (apartment, studio, unit, etc.)
4. List of immovable properties in a numeric order
5. List of information on other real rights on properties under Section D of Kartela.
6. List of information on restrictions on properties under Section E of Kartela.
7. List of State-owned Properties.
8. List of disputed properties (identified in RIM).
9. List of properties, which do not have any ownership document at all (identified in RIM)

MONITORING

Monitoring of the OSCE Presence contractor will be carried out by both the Central Office of the IPRS and OSCE Presence in accordance with the Law on “Immovable Property Registration” and its sub-ordinate Regulations and Instructions. Monitoring will take place during all stages of systematic, mass first registration and will include, but not necessarily be limited to, the monitoring of the following:

1. Field survey and updating of the registration index map (on the ground)
2. Field documentation (in the office)
3. Compilation of the Registration Index Map
4. Compilation of the Parcel Book,
5. Legal processing of information
6. Compilation of Kartela, Linkage with RIM and First Printing
7. Public Display
8. Second Printing and Kartela Production
9. Delivery of documentation to the District Office of the IPRS
10. Legalisation of First Registration Archiving of Documents at the District Office of the IPRS

Checks will be made against, field survey calculations, receiving information on compiling the Parcel Book, office calculation, compilation of RIM and Kartela, documents archiving, RIM plots, manual Kartela Printings, etc.

For OSCE Presence's monitoring purposes a random sample of properties may be selected from each cadastral zone.

Where the acceptable tolerances, for any stage, have not been realised by the registration contractor OSCE Presence will have the right to ask for the work to be redone at no additional cost to the project prior to moving to the next stage.

Section VI – GENERAL CONDITIONS OF CONTRACT (SERVICES)

***Note to Bidders:** Section VI of the Bidding Documents, General Conditions of Contract (Services), can be viewed on the OSCE web-site at <http://www.osce.org/tenders/>. This Section shall be read in conjunction with Section VII, Special Conditions of Contract (Services) and other documents listed therein. The General Conditions of Contract (Services) shall not be altered. Any changes and complementary information are introduced through the Special Conditions of Contract (Services).*

1. GENERAL PROVISIONS

1.1 Definitions

In this Contract as defined below, the words and expressions shall have the following meanings assigned to them, except where the context requires otherwise:

“Contract” means the agreement (Contract or OSCE Purchase Order in accordance with GCC Article 1.3) entered into between the OSCE and the Contractor, including the General Conditions of Contract (Services) and all attachments and appendices thereto and all documents incorporated by reference therein;

“Contract Price” means the price to be paid for the full and proper performance of the Services, in accordance with GCC Article 6 herein;

“Contractor” means the firm or its legal successor(s) named in the Contract or in field 1 of the OSCE Purchase Order, who shall carry out the Services specified under this Contract and is also a signatory to the Contract as a contracting party;

“Day” means calendar day;

“GCC” means these General Conditions of Contract (Services);

“Key Professional Staff” means persons hired by the Contractor or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;

“Member”, in case the Contractor consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Contractor’s rights and obligations towards the OSCE under this Contract;

“OSCE” means the Institution, Mission or Field Operation of the Organization for Security and Co-operation Europe named in the Contract or the OSCE Purchase Order. The OSCE consists

of the Secretariat, the Office of the High Commissioner on National Minorities (HCNM), the Office of Democratic Institutions and Human Rights (ODIHR), the Office of the Representative on Freedom of the Media, of Missions and of Field Operations;

“OSCE Holiday” means an official OSCE holiday as determined by the Secretary General of the OSCE and applicable in the relevant country/location where the Services shall be provided under this Contract;

“Party” means the OSCE or the Contractor, as the case may be, and “Parties” means both of them;

“SCC” means the Special Conditions of Contract (Services) by which the GCC may be amended or supplemented;

“Services” means the work to be performed by the Contractor, as described in Appendix A hereto;

“Sub-contractor” means any entity to which the Contractor subcontracts any part of the Services in accordance with the provisions of GCC Articles 3.5 and 4 herein.

1.2 Application

These General Conditions of Contract (GCC) shall be read in conjunction with the Special Conditions of Contract (SCC) and other documents forming the Contract. The GCC shall not be altered. Any changes and complementary information to the GCC are introduced through the SCC.

1.3 Contract Documents

1.3.1 The following documents (hereinafter referred to as “the Contract Documents”) shall be deemed to form and be read and construed as an integral part of the Contract/OSCE Purchase Order:

- (a) The Contract, if applicable;

(b) The OSCE Purchase Order, provided field 11 of the relevant purchase order contains no explicit provisions by which those of the Contract are superseded;

(c) The Special Conditions of Contract (Services);

(d) The General Conditions of Contract (Services);

(e) Appendixes as specified in the SCC.

1.3.2 The Contract Documents are complementary of one another. However, in the event of any inconsistency, ambiguity, or contradiction between or among them, they shall prevail in the order of their enumeration stated in GCC Article 1.3.1 above.

1.3.3 In consideration of the payments to be made by the OSCE to the Contractor, the Contractor hereby covenants with the OSCE to provide the Services in conformity in all respects with the provisions of the Contract.

1.3.4 The OSCE hereby covenants to pay the Contractor in consideration of the provision of the Services, the Contract Price(s) or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

1.3.5 For the purpose of this GCC Article 1.3, the term "Contract" throughout the Contract Documents shall have the meaning of OSCE Purchase Order.

1.4 Use of Contract Documents and Information

The Contractor is required to exercise the utmost discretion during the performance of the Contract. The Contractor shall not, without the OSCE's prior written consent, disclose the Contract, or any provision thereof, or part or parts of the terms of reference or information furnished by or on behalf of the OSCE in connection therewith, to any person or entity other than a person or entity employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.

1.5 Governing Language

Unless specified otherwise in the SCC, this Contract has been executed in the English language, which shall be the binding and

controlling language for all matters relating to the meaning or interpretation of this Contract.

1.6 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram, or facsimile to such Party. Such duly authorized representative and the relevant address shall be specified in the SCC.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

1.7 Location

Where relevant, the Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as the OSCE may approve.

1.8 Technical Contact Persons

Without prejudice to the provisions of GCC Article 3.5, any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the OSCE or the Contractor may be taken or executed by the officials specified in the SCC.

1.9 Relationship between the Parties

The Contractor subject to this Contract has complete charge of its Key Professional Staff and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other date as may be stated in the SCC.

2.2 Commencement of Services

The Contractor shall begin carrying out the Services at the date specified in the SCC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to GCC Article 2.7, this Contract shall expire on or at the end of such time period after the effective date of this Contract as specified in the SCC.

2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification or Variations

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.6 Force Majeure

2.6.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractor(s) or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

2.6.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.6.3 Measures to be Taken

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) Days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the OSCE, shall either:

(i) demobilize, in which case the Contractor shall be reimbursed for additional costs it reasonably and necessarily incurred thereby, and, if required by the OSCE, in reactivating the Services; or

(ii) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled in accordance with GCC Articles 7 and 8 herein.

2.6.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall not be entitled to be paid under the terms of this Contract.

2.7 Termination

2.7.1 By the OSCE

The OSCE may terminate this Contract, by not less than fifteen (15) Days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in

paragraphs (a) through (f) of this GCC Article 2.7.1:

(a) if the Contractor does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) Days after being notified or within any further period as the OSCE may have subsequently approved in writing;

(b) without prejudice to GCC Article 9.4, if the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Article 8 herein.

(d) if, as the result of Force Majeure, the Contractor is unable to perform, in the sole opinion of the OSCE, a material portion of the Services for a period of not less than thirty (30) Days;

(e) if the Contractor, in the judgement of the OSCE has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this sub-paragraph, "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of an official of the OSCE in the selection process or in contract execution; "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the OSCE, and includes collusive practice among bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the OSCE of the benefits of free and open competition; "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the OSCE, designed to establish bid prices at artificial, non-competitive levels; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affection the execution of a contract;

(f) if the OSCE should terminate its activities or alter them in such a way as to make the provision of the Services under the terms and conditions of this Contract, in the opinion of the OSCE, no longer necessary, practical, or economically efficient for the OSCE; or

(g) Notwithstanding the above provisions, the OSCE may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time upon (30) Days' notice of termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, the OSCE shall be liable to the Contractor for payment in respect to Services provided and accepted in conformity with the Contract.

2.7.2 By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) Days' written notice to the OSCE, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this GCC Article 2.7.2:

(a) If the OSCE fails to pay any monies due to the Contractor pursuant to this Contract and not subject to dispute pursuant to GCC Article 6 within forty-five (45) Days after receiving written notice from the Contractor that such payment is overdue; or

(b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) Days.

2.7.3 Payment upon Termination

Upon termination of this Contract pursuant to GCC Articles 2.7.1 or 2.7.2, the OSCE shall make the following payments to the Contractor:

(a) Remuneration pursuant to Article 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a), (b) and (e) of GCC Article 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. OBLIGATIONS OF THE CONTRACTOR

3.1 General

The Contractor shall perform the Services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful

adviser to the OSCE, and shall at all times support and safeguard the OSCE's legitimate interests in any dealings with Sub-contractors or third parties.

3.2 Conflict of Interests

3.2.1 Contractor Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Contractor pursuant to GCC Article 6 shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Contractor shall use its best efforts to ensure that the Key Professional Staff, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Sub-contractor and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Contractor nor its Sub-contractor nor the Key Professional Staff shall engage, either directly or indirectly during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

The Contractor acknowledges and agrees that all knowledge and information acquired before, during and after performance of this Contract, including but not limited to all reports, documents, recommendations, data and software such as source code, compiled software, diagrams, drawings, specifications, plans, statistics, calculations and supporting records or materials (such knowledge and information hereinafter referred to as "Confidential and Proprietary Information") acquired, compiled or prepared by the Contractor as a preparation for,

in the course of, or for the purpose of providing the Services under the Contract, including but not limited to any information relating to its operations and procedures in general, shall be confidential and shall be the absolute property of the OSCE.

The Contractor acknowledges and accepts that it shall receive such Confidential and Proprietary Information in confidence, and it shall not disclose or permit disclosure of any such Confidential and Proprietary Information to any authority, person, firm or corporation without the prior express written consent of the OSCE. This obligation shall apply whether or not such Confidential and Proprietary Information is marked with notices indicating the restricted and/or confidential nature thereof.

As far as the Contractor may provide any of such Confidential and Proprietary Information, which is subject to intellectual property rights, including but not limited to copyrights, trademarks, or patents, the Contractor hereby grants to the OSCE an exclusive and entirely unlimited right of use. The Contractor shall indemnify the OSCE of any claims from third parties, which may arise from such provision of Confidential and Proprietary Information.

To the extent permitted by applicable law, the Contractor hereby waives its rights with respect to such Confidential and Proprietary Information delivered to the OSCE and will provide all help required for such complete transfer of intellectual property rights to the OSCE. For such transfer and assistance, the Contractor shall not be entitled to any additional compensation.

The Contractor shall treat all Confidential and Proprietary Information acquired, compiled or prepared by the Contractor in connection with the selection 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.

The Contractor shall be liable for any disclosure of Confidential and Proprietary Information, which are found to be in breach with provisions by its directors, officers, agents, counterparts, employees or Sub-contractors. The liability of the Contractor for any disclosure of Confidential and Proprietary Information shall not be limited. These obligations do not lapse upon completion

of performance under this Contract or termination of this Contract by the OSCE.

3.4 Insurance to be Taken Out by the Contractor

The Contractor shall take out and maintain, and shall cause any Sub-contractor to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the OSCE, insurance against the risks, and for the coverage, as shall be specified in the SCC.

A copy of the insurance certificate, acceptable to the OSCE, shall be filed with the OSCE within three (3) Days of the receipt of the countersigned copy of the Contract, but not later than the commencement date of the Services. The insurance certificate may not be cancelled or allowed to expire until after the completion, and acceptance in full by the OSCE, of the Services.

3.5 Contractor's Actions Requiring the OSCE's Prior Approval

The Contractor shall obtain the OSCE's prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Key Professional Staff not listed by name in Appendix C ("Key Professional Staff and Sub-contractors"), and
- (c) Any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Contractor shall submit to the OSCE the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Contractor to Be the Property of the OSCE

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Contractor in accordance with GCC Article 3.6 shall become and remain the property of the OSCE, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the OSCE, together with a detailed inventory thereof.

3.8 Abide by Regulations

The Contractor shall respect and abide by all laws, ordinances, rules, regulations and lawful orders in force in the country/location, where it will perform part or part(s) of the Services, and by all OSCE regulations and rules. The Contractor shall ensure that its personnel also respect and abide all laws, ordinances, rules, regulations and lawful orders and all OSCE rules and regulations. The Contractor shall indemnify the OSCE against any claims and proceedings arising from any infringement by the Contractor or its personnel of such laws, regulations and rules. In the event the Contractor observes that the Services required under this Contract are not in accordance with applicable laws, statutes, building codes and regulations, it shall promptly notify the OSCE in writing.

3.9 Instructions

The Contractor shall at all times adhere to guidance and instructions provided by the OSCE for the purpose of ensuring satisfactory, effective and timely performance of the Services.

3.10 Prerequisite Knowledge

The Contractor shall provide to the OSCE prerequisite knowledge and expertise as stated in the SCC.

3.11 Accounting, Inspection and Auditing

The Contractor (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the OSCE or its designated representative, and up to seven years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the OSCE, if so required by the OSCE.

3.12 Authority of Member in Charge

In case the Contractor consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the Member of Charge to act on their behalf in exercising all the Contractor's rights and obligations towards the OSCE under this

Contract, including without limitation the receiving of instructions and payments from the OSCE.

4. CONTRACTOR'S KEY PROFESSIONAL STAFF

4.1 Description of Key Professional Staff

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Professional Staff are described in Appendix C. The Key Professional Staff of both the Contractor and of Sub-contractor(s) listed by title as well as by name in Appendix C are hereby approved by the OSCE.

4.2 Removal and/or Replacement of Key Professional Staff

Except as the OSCE may otherwise agree, no changes shall be made in the Key Professional Staff. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Professional Staff without the prior consent of the OSCE, the Contractor shall provide as a replacement a person of equivalent or better qualifications. Such person shall be approved in writing by the OSCE.

If the OSCE (i) finds that any of the Key Professional Staff has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Key Professional Staff, then the Contractor shall, at the OSCE's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the OSCE. The remuneration of any such replacement member shall under no circumstances exceed the agreed Contract Price.

The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Key Professional Staff.

5. OBLIGATIONS OF THE OSCE

5.1 Funding

This Contract shall become and remain effective only on the condition that the Secretary General of the OSCE issues a budget allotment or a provisional budget allotment in respect to the Services to be provided under this Contract. In the event this is not or no longer the case in

respect to the Services to be provided hereunder, the OSCE shall without unreasonable delay notify the Contractor thereof. **Any continuation of the Contractor's performance of the Services under this Contract after so being notified by the OSCE shall be at the Contractor's risk and expense.**

5.2 Assistance and Exemption

The OSCE shall use its best efforts to ensure the following:

(a) Provide the Contractor, Sub-contractor(s) and their personnel with work permits and such other documents as shall be necessary to enable them to perform the Services.

(b) Arrange for the personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the country/location where the Services shall be performed.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the personnel and their eligible dependents.

(d) Issue to officials, agents and representatives of the relevant country/location all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Request for the Contractor and personnel employed by the Contractor for the Services exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the applicable law.

(f) Provide to the Contractor, Sub-contractor(s) and Key Professional Staff any such other assistance as may be specified in the SCC.

5.3 Access to Land

The OSCE warrants that the Contractor shall have, free of charge, unimpeded access to all land in the country/location in respect of which access is required for the performance of the Services. The Contractor will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify

the OSCE in respect of liability for any such damage.

5.4 Equipment and Facilities

The OSCE shall make available to the Contractor the equipment and facilities listed under Appendix E.

5.5 Counterpart Personnel

The OSCE shall make available to the Contractor free of charge such professional and support counterpart personnel, to be nominated by the OSCE, as specified in Appendix F.

6. PAYMENTS TO THE CONTRACTOR

6.1 Contract Price Ceiling

(a) An estimate of the cost of the Services is set forth in Appendix D.

(b) Except as may be otherwise agreed under GCC Article 2.5 and subject to GCC Article 6.1 (c), payments under this Contract shall not exceed the Contract Price ceilings specified in the SCC.

(c) Notwithstanding GCC Article 6.1 (b), if the Parties agree that additional payments shall be made to the Contractor in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to above, the ceiling or ceilings, as the case may be, set forth in GCC Article 6.1 (b) shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenses

(a) Subject to the ceilings specified in GCC Article 6.1, the OSCE shall pay to the Contractor remuneration as set forth in GCC Article 6.2 (b) hereunder, and reimbursable expenses as set forth in GCC Article 6.2 (c) hereunder. Such remuneration shall be fixed for the duration of the Contract.

(b) In the event the Contract is for an aggregate period exceeding the relevant (provisional) budget allotment period of the OSCE, any extension thereof shall be conditional upon the Contractor demonstrating to the OSCE that the Contractor can offer or is offering prices that are adequately competitive in relation to the relevant market. The method by which this shall be done will be agreed upon by the Parties before the end of the relevant contract term.

Such demonstration of competitiveness by the Contractor shall in no way bind the OSCE to an extension of the Contract. The OSCE reserves the right to conduct its own market research at any time and in any manner.

(c) Payment for the Key Professional Staff shall be determined on the basis of time actually spent by such personnel in the performance of the Services after the commencement date of the Services, at the rates referred to in Appendix D.

(d) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Appendix D.

(e) Any rates specified for Key Professional Staff not yet appointed shall be provisional and subject to revision, with the written approval of the OSCE, once the applicable salaries and allowances have been established.

(f) Payments for periods of less than one month shall be calculated either (i) on an hourly basis for actual time spent by the Key Professional Staff of the Contractor and directly attributable to the Services (one hour being equivalent to 1/176th of a month), or (ii) on a Day basis for actual time spent by such personnel and directly attributable to the Services (one Day being equivalent to 1/30th of a month).

6.3 Currency

Unless otherwise specified in the SCC, all prices shall be stated, and all payments shall be made, in EURO.

6.4 Payment and Invoicing Terms and Conditions

Invoicing and payments in respect of the Services shall be made as follows:

6.4.1 Advance Payment

The OSCE may pay to the Contractor an advance payment if such advance payment has been explicitly approved by the OSCE, as specified in the SCC. When the SCC indicate advance payment, this will be due after provision by the Contractor to the OSCE of a Performance Security, acceptable to the OSCE, in an amount and currency specified in the SCC. Such security shall remain effective until the advance payment has been fully set off, and shall be in the form as may be downloaded from

<http://www.osce.org/tenders>, or in such other form as the OSCE shall have approved in writing. The advance payment will be set off by the OSCE against future claims statements from the Contractor for the performance of Services until said advance payment has been fully set off.

6.4.2 Progress Payment

As soon as practicable and not later than fifteen (15) Days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Contractor shall submit to the OSCE an itemized and original invoice statement, accompanied by copies of vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Articles 6.3 and 6.4 for the relevant time period. Each invoice statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

Subject to the above stated ceilings and in consideration of the part or parts of the Services performed by the Contractor, and accepted by the OSCE, under this Contract, the OSCE shall pay the Contractor within thirty (30) Days after the receipt by the OSCE of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment, in accordance with GCC Article 6.6. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Contractor, the OSCE may add or subtract the difference from any subsequent payments.

6.4.3 Final Payment

The final payment under this Article shall be made only after the deliverables, final report and a final statement, identified as such, have been submitted by the Contractor and approved as satisfactory by the OSCE. The Services shall be deemed completed and finally accepted by the OSCE and the deliverables, final report and final statement shall be deemed approved by the OSCE as satisfactory thirty (30) Days after receipt of the deliverables, final report and final statement by the OSCE unless the OSCE, within such thirty (30) Day period, gives written notice to the Contractor specifying in detail deficiencies in the Services, the deliverables, the final report or final statement. The Contractor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the OSCE has paid or caused to be paid in excess of the

amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Contractor to the OSCE within thirty (30) days after receipt by the Contractor of notice thereof.

6.4.4 General Payment Provisions

All payments under this Contract shall be made to the bank account(s) of the Contractor specified in the SCC.

No payments in respect of remuneration or reimbursable expenses, which exceed the costs and rates for these items as set forth in Appendices D and E, shall be made.

With the exception of the final payment under GCC Article 6.4.3 above, payments do not constitute acceptance of the Services nor relieve the Contractor of any obligations hereunder.

6.5 Tax Exemption

The remuneration rates and reimbursable expenses and any other form of expenditure under this Contract that is to be attributed to the OSCE shall reflect any tax exemption to which the OSCE is entitled by reason of the privileges that it enjoys. If it is subsequently determined that any taxes have been included in the rates/expenses that are not to be paid due to the tax exempt status of the OSCE or, if having been paid, any such taxes are subject to refunding, the OSCE shall deduct the amount from the rates/expenses specified herein. Payment of such adjusted consideration shall constitute full payment and fulfilment of the payment provisions by the OSCE. In the event that any taxing or other authority refuses to recognize exemption from such taxes, the Contractor shall immediately consult with the OSCE to determine a mutually acceptable procedure for settling the amount involved.

6.6 Withholding of Payments

The OSCE may withhold any payment to the Contractor, or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the OSCE from loss under this Contract on account of:

- (a) The Contractor's failure to carry out the Services except for failure arising out of Force Majeure, pursuant to GCC Article 2.6;

(b) The Contractor's failure to remedy unsatisfactory performance, when such failure has been drawn to its attention by the OSCE in writing, in accordance with GCC Article 6.4 (d);

(c) Damage claims by the OSCE or reasonable evidence indicating that damage claims may be presented by the OSCE;

(d) Breach of this Contract by the Contractor.

Withholding of payments or any interim payment under this provision by the OSCE shall not affect the Contractor's obligation to continue performance under this Contract. The OSCE shall inform the Contractor in writing of its intent to withhold payment. No interest shall accrue on payments eventually withheld by the OSCE in application of the stipulations of this Article or in general.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

Any dispute, controversy or claim arising out of or in relation to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United

Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. The appointing authority shall be the Permanent Court of Arbitration at The Hague. The number of arbitrators shall be one (1). The place of arbitration shall be Vienna, Austria. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding to both Parties.

9. FINAL PROVISIONS

9.1 Indemnity

The Contractor shall indemnify, hold and save harmless and defend at its own expense the OSCE, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of this Contract. This condition shall extend to claims or liabilities in the nature of workmen's compensation and to claims and liabilities arising out of the use of patented inventions or devices.

9.2 Officials Not to Benefit

The Contractor shall not admit any staff member of the OSCE to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision shall constitute a fundamental breach of this Contract.

9.3 Assignment and Sub-Contracting

The Contractor shall not voluntarily 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. In the event that an involuntary assignment is made, the Contractor shall promptly inform the OSCE that an involuntary transfer of obligations has occurred and of the details of the inheritor of the obligations to the OSCE so that the OSCE may respond accordingly.

If, pursuant to GCC Article 3.5 (a), the Contractor requires the services of Sub-contractor(s), the Contractor shall obtain the prior written approval of the OSCE for all Sub-contractor(s). 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.

9.4 Insolvency and Bankruptcy

In the event the Contractor becomes insolvent or the control of the Contractor changes by virtue of insolvency, the OSCE may, without prejudice to any other right or remedy, suspend the performance of the Contractor's obligations or terminate this Contract with immediate effect, by giving the Contractor written notice thereof.

In the event the Contractor is adjudged bankrupt or the Contractor makes a general assignment for the benefit of its creditors, a receiver is appointed on account of the Contractor's insolvency, the OSCE may, without prejudice to any other right or remedy, terminate this Contract with immediate effect, by giving the Contractor written notice thereof.

9.5 Waiver

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, i.e. in addition to every other remedy provided herein or by law.

9.6 Contract Copies

This Contract is executed in duplicate and each copy is treated as original for all legal purposes.

9.7 Privileges and Immunities

Nothing contained in this Contract shall be deemed a waiver of the privileges and immunities, which the OSCE enjoys.

9.8 Headings

The headings of the sections and paragraphs are inserted for reference only and are not intended to be part of, or to affect the meaning or interpretation of this Contract.

9.9 Due Authorisation

Each of the undersigned hereby represents to the other that she/ he is authorised to enter into this Contract and to bind the respective Parties to this Contract.

9.10 Advertising

The Contractor shall not advertise or otherwise make public the fact that it is providing the Services for the OSCE. The Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the OSCE, or any abbreviation of the name of the OSCE in connection with its business, advertising or other purpose.

Section VII – SPECIAL CONDITIONS OF CONTRACT (Services)

Note to Bidders: The provisions of Section VII, Special Conditions of Contract (Services), of the Bidding Documents modify/ supplement those of the General Conditions of Contract (Services) included in Section VI.

General Conditions of Contract		Amendment/Modification of relevant Article in the General Conditions of Contract
Article No.	Article Description	
1.1	Member(s)	The Member in Charge is [<i>please insert name and address of Member in Charge</i>] The Member(s) are [<i>please insert name(s) of Member(s)</i>]
1.3.1	Ranking of Contract Documents	A Contract Form, in accordance with Section VIII of these Bidding Documents, [<i>shall/shall not</i>] form part of the Contract. In the event a Contract Form is required, the terms and conditions of the Contract Form shall prevail over those stated in the Contract Documents enlisted in GCC Article 1.3.2.
1.3.2 (d)	Other Contract Documents	The following Contract Documents also form part of the Contract: [<i>please list documents</i>]
1.5	Governing Language	The governing language of the Contract is [<i>please insert name of language. If English is the governing language, please delete this paragraph</i>]
1.6	Duly Authorized Representatives of Parties	The duly authorized representatives and addresses of the Parties are: OSCE: Attention: Address: Facsimile: E-mail: Contractor: Attention: Address: Facsimile: E-mail:
1.9	Technical Contact Persons	The Technical Contact Persons are: For the OSCE: For the Contractor:
2.1	Effective Date of Contract	The date on which this Contract shall come into effect is [<i>please delete or insert date</i>]
2.2	Date of Commencement of Services	The date for the commencement of Services is [<i>please insert date</i>]
2.3	Date of Expiration of	The date of expiration of the Contract shall be [<i>please insert</i>

	Contract	<i>date, or]</i> The time period upon which the Contract shall expire shall be <i>[please insert time period]</i> .
3.4	Insurance	<i>[Please delete/modify accordingly: The risks and the coverage shall be as follows:</i> (a) <i>Third Party motor vehicle liability insurance in respect of motor vehicles operated in the country/location of the Project by the Contractor or its Key Professional Staff or any Sub-Contractor(s) or their personnel, with a minimum coverage of [insert amount and currency];</i> (b) <i>Third Party liability insurance, with a minimum coverage of [insert amount and currency];</i> (c) <i>Professional liability insurance, with a minimum coverage of [insert amount and currency];</i> (d) <i>Employer's liability and workers' compensation insurance in respect of the Key Professional Staff of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Key Professional Staff, any such life, health, accident, travel or other insurance as may be appropriate; and</i> (e) <i>Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Contractor's property used in the performance of the Services, and (iii) any documents prepared by the Contractor in the performance of the Services.]</i>
3.5 (c)	Other Actions Requiring OSCE's Prior Approval	<i>[If there are no other actions, please delete this SCC Article 3.5 (c)].</i> The other actions are: <i>[please insert actions]</i>.
3.10	Prerequisite Knowledge	<i>[Please list here any prerequisite knowledge and expertise required by the OSCE. If this is not relevant, delete this SCC Article 3.10]</i>
5.2 (f)	Other Assistance	<i>[Please list here any other assistance. If this is not relevant, delete this SCC Article 5.2 (f)]</i>
6.1 (b)	Contract Price Ceiling(s)	The Contract Price Ceiling(s) is/are: <i>[please insert amount and currency]</i>
6.3	Currency	The currency is <i>[please specify; if EURO applies please deleted this SCC Article 6.3]</i>
6.4.1	Advance Payment	<i>[In general, the OSCE should avoid the use of advance payment, whenever feasible. In the event, this is not possible, the following wording may be used:]</i> (1) An advance payment of <i>[please insert currency and amount]</i> shall be made within <i>[insert number]</i> Days after the Effective Date of the Contract and after the provision by the Contractor of a Performance Security. The advance payment will be set off by the OSCE in equal instalments against the statements for the first <i>[insert number]</i> months of the Services until the advance

		payment has been fully set off. (2) The Performance Security shall be in the amount and in the currency of the advance payment.
6.4.2	Progress Payments	The Contractor shall submit to the OSCE itemized statements at time intervals of <i>[please insert number of months].</i> <i>[If this provision is not relevant, please delete this SCC Article 6.4.2]</i>
6.4.4	Bank Account	The bank account of the Contractor is <i>[please insert bank account details].</i>

APPENDIX A—DESCRIPTION OF THE SERVICES

[Appendix A will include the final Terms of Reference worked out by the OSCE and the Contractor during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the OSCE, etc].

APPENDIX B—REPORTING REQUIREMENTS

[List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.]

APPENDIX C—KEY PROFESSIONAL STAFF AND SUB-CONTRACTORS

[List titles and names of Key Professional Staff, detailed job descriptions of Key Professional Staff and approved Sub-contractors]

APPENDIX D—BREAKDOWN OF CONTRACT PRICE**APPENDIX E—EQUIPMENT AND FACILITIES PROVIDED BY THE OSCE****APPENDIX F—PERFORMANCE SECURITY FORM**