



INSTRUCTIONS TO BIDDERS – REQUEST FOR PROPOSAL (SERVICES)

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

1. Scope

1.1 The executive structure of the OSCE specified in the cover note of the Bidding Documents invites Bidders to submit a Proposal for the provision of the Services as described in the Bidding Documents.

2. Eligibility of Bidders

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

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

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

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

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

3. OSCE Privileges and Immunities

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

4. Ethics

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

- ‘coercive practice’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement or affect the execution of a contract;
- ‘collusive practice’ means a scheme or arrangement between two or more Bidders, designed to establish bid prices or other terms at artificial, non-competitive levels;
- ‘corrupt practice’ means the offering, giving, receiving, or soliciting, directly or indirectly, of anything, of value to influence the action of any OSCE official or any other person involved in any procurement or in contract execution;
- ‘fraudulent practice’ means a misrepresentation or omission of facts in order to influence a procurement or the execution of a contract.

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

4.3 Accordingly, the OSCE will:

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

5. Bidder's Responsibilities

5.1 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 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 Section II, Bidding Data Sheet. Attending the pre-Proposal meeting is optional.

6. Only One Proposal per Bidder

6.1 Any Bidder shall submit only one Proposal, either individually or as a member in a joint venture or consortium. A Bidder who submits or participates in more than one Proposal shall cause all Proposals with the Bidder's participation to be disqualified.

7. Language

7.1 Unless another governing language is specified in Section II, Bidding Data Sheet, the governing language 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 Proposal, the translation shall govern.

8. Clarification of Bidding Documents

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

8.2 The OSCE will issue a clarification note in respect to any, in the opinion of the OSCE, reasonable request for clarification on the contents in the Bidding Documents, which is received no later than ten (10) calendar days prior to the deadline for the receipt of 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 at the same time uploaded under the relevant procurement notice on the OSCE's web-site at www.osce.org/tenders.

9. Amendments to Bidding Documents

9.1 At any time but no less than seven (7) working days prior to the deadline for the receipt of 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 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 clarifications and 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 extend the deadline for the receipt of Proposals at any time but no less than five (5) working days prior to the original deadline of 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 is a joint venture or consortium, each member of the joint venture or consortium shall sign the Proposal. The composition of joint venture or consortium must not be altered without prior consent in writing by the OSCE. Each member of joint venture or consortium shall be subject to the eligibility and qualification criteria set forth herein.

10.3 Proposals submitted by joint venture or consortium shall also comply with the following requirements: (i) the Proposal shall be signed by all members; (ii) one of the members shall be nominated as a leader, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members; (iii) the member in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the member in charge; (iv) all members shall be jointly and severally liable. A copy of the joint venture or consortium agreement entered into by the members shall be submitted with the Technical Proposal.

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

10.5 The Technical Proposal shall not include any price information. The Technical Proposal containing price 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 shall list all costs associated with the assignment, including but not limited to remuneration for staff, transportation (international and local, for mobilization and demobilization), equipment and materials, insurance, surveys, etc. If appropriate, the costs should be broken down by activity.

11.2 All activities and items described in the Technical Proposal must be priced; 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 All non-exempt duties, taxes, and other levies payable under the Contract, or for any other cause shall be included in the prices submitted by the Bidder. Information on tax exemption contained in Section II, Bidding Data Sheet.

11.4 Unless otherwise specified in Section II, 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 Section II, Bidding Data Sheet, after the deadline for the receipt of Proposals. A Proposal valid for a shorter period shall 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 a contract award within this period.

12.3 Should the need arise, however, 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 Section II, 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 Section II, Bidding Data Sheet, and denominated in the currency of the Proposal, 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 or another form acceptable to the OSCE and valid for thirty (30) calendar days beyond the period of 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 if applicable.

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 by the OSCE of computational/arithmetical errors in its Financial Proposal;
- (d) offers key staff in its Proposal without confirming their availability, or
- (e) if the successful Bidder fails or refuses within the time specified by the OSCE to sign the Contract and/or to furnish the required Performance Security if applicable.

13.6 The Bid Security of a joint venture or consortium must be in the name of the joint venture or consortium, or its member-in-charge.

13.7 The successful Bidder's Bid Security will be discharged upon such Bidder signing the Contract and furnishing the Performance Security, if applicable, pursuant to ITB Article 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 or in any other form demonstrating that the representative has been duly authorized to sign.

14.3 For each Proposal, the Bidder shall prepare the number of copies indicated in Section II, 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 OSCE Bidding Reference Number and Title 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 Section II, Bidding Data Sheet, Bidders shall have the option of submitting their Proposals by email or by facsimile. Bidders submitting their Bids by email or facsimile shall follow the procedures specified in Section II, 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 Proposal.

15. Deadline for Receipt of Proposals

15.1 Proposals must be received by the OSCE at the address 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 9.1, 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 or as extended pursuant to ITB Article 15.2 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 or as extended pursuant to ITB Article 15.2. Withdrawal must be unconditional and will end all participation in the bidding procedure.

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 shall be substituted or modified after the deadline for the receipt by the OSCE of Proposals or as extended pursuant to ITB Article 15.2.

17.4 No Proposal shall 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. In case of a withdrawal of a Proposal during this interval this withdrawal may result in the Bidder's forfeiture of its Bid Security, pursuant to the ITB Article 13.5 (b).

18. Opening of Technical Proposals

18.1 After deadline for the receipt of Proposals, or as extended pursuant to ITB Article 15.2. the Technical Proposals will be opened by the OSCE Bid Opening Board. Any specific opening procedures required if submission of Proposals by email and/or by facsimile 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 If any Bidder wishes to contact the OSCE on any matter related to its Proposal, it should do so in writing. Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendation for Contract Award, shall not be disclosed prior to the date of formation of the Contract pursuant to ITB Article 25.

19.2 Any effort by the Bidder to influence the OSCE in the Proposal examination, clarification and evaluation, or Contract Award decisions shall 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 which will be conducted in accordance with the Selection Method specified in Section II, Bidding Data Sheet, the OSCE shall determine whether each Proposal (a) meets the eligibility criteria defined in ITB Article 2, (b) has been properly signed; (c) includes duly completed forms and is accompanied by 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; 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 shall 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 methodology specified in Section II, Bidding Data Sheet.

21.3 To ensure an orderly and objective examination, evaluation and comparison of all Technical Proposals, the OSCE may 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

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 passed the technical evaluation.

22.2 The OSCE will determine whether the Financial Proposals are complete 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 OSCE may ask any Bidder for a clarification of its Financial Proposal. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Financial Proposal shall be sought, offered, or permitted. Failure by any Bidder to timely and duly respond to a request for clarification may result in the rejection of its Proposal.

22.5 Unless otherwise specified in accordance with ITB Article 11.4, Financial Proposals shall be evaluated as quoted in EURO. In the event, the OSCE has permitted prices in several currencies, the OSCE shall convert all prices expressed into the amounts in EURO, using the selling exchange rates established by the source specified in Section II, Bidding Data Sheet, for the date in which the deadline for the receipt of Bids was set by the OSCE.

22.6 In the 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; F = the weight given to the Financial Proposal; T + F = 1) indicated in Section II, Bidding Data Sheet:

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

23. Award Criteria

23.1 The OSCE shall apply the Selection Method specified in ITB Article 20.1 for this assignment.

23.2 The OSCE may invite a 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 Selection Method pursuant to ITB Article 20.1.

23.3 In the case of Quality and Cost Based Selection, the OSCE will select the Bidder whose Proposal achieved the highest combined technical and financial score.

23.4 In the case of Least-Cost Selection, the OSCE will select the Bidder that has submitted the lowest priced Proposal (“evaluated” price) among those that passed the technical evaluation.

24. Post-Qualification

24.1 In the absence of prequalification, the OSCE will determine to its satisfaction whether the selected Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria established in the Bidding Documents.

24.2 The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the OSCE deems necessary and appropriate.

24.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s Bid, in which event the OSCE will proceed to the next highest ranked Proposal to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

25. Negotiations and Contract Formation

25.1 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.

25.2 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.

25.3 If negotiations fail, for whatever reasons or the outcome of such negotiations are not satisfactory, at the sole discretion of the OSCE, the OSCE will invite the Bidder that submitted the next highest ranked Proposal to negotiate a contract.

25.4 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.

25.5 After successful Contract Award pursuant to ITB Article 25.4, the OSCE will notify the other Bidders 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. If relevant, the OSCE shall also 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 twenty (20) calendar days of the date of notification of award by the OSCE, the successful Bidder shall furnish a Performance Security in an amount, form and format as provided for in the Bidding Documents.

26.2 Failure of the successful Bidder to comply with the requirements of ITB Article 26.1 may 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 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.