



**BIDDING DOCUMENTS FOR  
THE SUPPLY AND DELIVERY OF**

**MIDI BUS**

**TO**

**OSCE MISSION TO BOSNIA AND HERZEGOVINA**

**No. MIDI BUS/07**

**06-Nov-2007**



Date: 06/11/2007

**Invitation to Bid**  
**No. MIDI BUS/07**  
**THE SUPPLY AND DELIVERY OF MIDI BUS**  
**TO OSCE MISSION TO BOSNIA AND HERZEGOVINA**

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The OSCE Mission to Bosnia and Herzegovina (hereinafter called “the OSCE”) invites Bids (hereinafter referred to as “Bids”) from eligible, qualified and capable companies for the supply and delivery of a MIDI BUS.

The attached documents (hereinafter referred to as the “Bidding Documents”) include:

Section I:	Instructions to Bidders (to be viewed at <a href="http://www.osce.org/tenders">http://www.osce.org/tenders</a> )
Section II:	Bidding Data Sheet
Section III:	Bid Forms
Section IV:	Technical Specifications and Requirements
Section V:	General Conditions of Contract (to be viewed at <a href="http://www.osce.org/tenders">http://www.osce.org/tenders</a> )
Section VI:	Special Conditions of Contract

Bids must be delivered to the following address on or before **06<sup>th</sup> December 2007 12:00:00** (Noon) local Sarajevo time (CET).

Proposals must be delivered to the OSCE to the following address: Fra Anđela Zvizdovića 1, Sarajevo 71000, on or before **Thursday, 06<sup>th</sup> December 2007, 12:00** hrs local Sarajevo time (CET).

Bids sent by e-mail and facsimile will not be accepted.

The Bid prices shall be quoted in Euro or BAM (If BAM converted at official OSCE rate for November 2007 which is 0.5112903820).

Partial Bids submitted as lots will not be accepted.

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

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

**Raymond Kenny,**  
**Chief of Procurement & Supply**

**Fra Anđela Zvizdovića 1,**  
**Sarajevo 71000**

**e-mail: [Raymond.kenny@osce.org](mailto:Raymond.kenny@osce.org)**

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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 Bids, in accordance with the technical specifications and requirements specified by the OSCE. It also provides information on Bid submission, opening, and evaluation, and on the award of contract. Bidders should read these Instructions to Bidders in conjunction with the Bidding Data Sheet in Section II of the Bidding Documents. These Instructions to Bidders will not be part of the Contract/Purchase Order.

### 1. SCOPE OF BID

The entity of the OSCE specified in the cover note to these Bidding Documents invites Bids for the procurement of Goods and ancillary services as described in Section IV, Technical Specifications and Requirements, in these Bidding Documents.

### 2. ELIGIBILITY OF BIDDERS

2.1 This ITB is open to all eligible companies as defined in ITB Articles 2.2, 2.3 and 2.4.

2.2 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 these Bidding Documents, or any part thereof, being subsequently used by the OSCE; or
  - received assistance in the preparation of its Bid from a person or company who or that participated in the preparation of the concerned procurement notice or these Bidding Documents, or any part thereof.
- 2.3 A Bidder shall not be eligible to participate in this procurement activity 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 activity 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 a court of competent jurisdiction 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 offered goods originate from, a country from which, as a matter of law or official regulation, the OSCE or the country in which the relevant goods or services are intended to be delivered (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 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 Goods.

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, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in the rejection of its Bid.

5.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid, including costs relating to contract award, and the OSCE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### 6. ONE BID PER BIDDER

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in case of alternatives that have been permitted or requested pursuant to ITB Article 12) shall cause all Bids with the Bidder’s participation to be disqualified.

## 7. LANGUAGE OF BID

7.1 Unless another governing language is specified in the Bidding Data Sheet, the governing language in respect to the Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid 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 Bids.

8.3 Such clarification note, containing the OSCE's response and a description of the contents of the query but without identifying the source thereof, shall be immediately uploaded under the relevant procurement notice on the OSCE's web-site.

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 Bids, the OSCE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment which will be published on the OSCE web-site at <http://www.osce.org/tenders/>.

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 Bids, the OSCE may, at its discretion, extend the deadline for the receipt of Bids.

## 10. DOCUMENTS COMPRISING THE BID

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

- Section III – A: Bid Submission Form, duly completed and signed by the Bidder;
- Section III – B: Bidder's Qualification Form, duly completed and signed by the Bidder;
- Section III – C: Price Schedule Form, duly completed and signed by the Bidder;
- If required, a Bid Security Form (Section III – D);
- If required, a Manufacturer's Authorization Form (Section III – E);
- Any other documents specified in the Bidding Data Sheet.

## 11. BID SUBMISSION FORM

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

## 12. ALTERNATIVE BIDS

12.1 Unless otherwise specified in the Bidding Data Sheet, alternative Bids shall not be considered.

## 13. BID PRICES

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

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

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

13.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

13.5 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.

13.6 If so indicated in ITB Article 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the Bidding Data Sheet, prices quoted shall correspond to 100 % of the items specified for each Lot and to 100% of the quantities specified for each item of a Lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction provided the Bids for all Lots are submitted and opened at the same time.

#### **14. BID CURRENCY**

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

#### **15. BIDDER'S QUALIFICATION FORM**

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

15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the OSCE's satisfaction that the Bidder is eligible as defined under ITB Article 1.

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

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

- (d) that the Bidder meets the qualification criteria listed in Section III – B, Bidder's Qualification Form.

#### **16. CONFORMITY OF GOODS**

16.1 Pursuant to ITB Article 10, the Bidder shall furnish, as part of its Bid, the Price Schedule Form and other relevant documents establishing the conformity to the Bidding Documents of all Goods and services which the Bidder proposes to supply under the Contract;

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

- (a) a detailed description of the essential technical and performance characteristics of the Goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods for a time period specified in Section IV, Technical Specifications and Requirements, following commencement of the use of the Goods by the OSCE; and
  - (c) an item-by-item commentary on the prescribed Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications and Requirements.
- 16.3 For purposes of the commentary to be furnished pursuant to ITB Article 16.2 (c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the OSCE in its Technical Specifications and Requirements, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the OSCE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications and Requirements.

#### **17. PERIOD OF VALIDITY OF BIDS**

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

17.2 In exceptional circumstances, the OSCE may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security provided under ITB Article 18 shall also be suitably extended. A Bidder may refuse the request without



forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid.

## 18. BID SECURITY

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

18.2 The Bid Security is required to protect the OSCE against the risk of Bidder's conduct, which would warrant the Bid Security's forfeiture, pursuant to ITB Article 18.7.

18.3 If provided therefore under ITB Article 18.1, the Bid Security shall be denominated in EURO, shall be submitted in original, and shall be in one of the following forms:

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

18.4 Any Bid not secured in accordance with ITB Articles 18.1 and 18.3 will be rejected by the OSCE as non-responsive, pursuant to ITB Article 27.4.

18.5 Unsuccessful Bidders' Bid Securities will be discharged or returned as promptly as possible but not later than thirty (30) calendar days after the date of expiration of the period of Bid Validity prescribed by the OSCE pursuant to ITB Article 17.

18.6 The successful Bidder's Bid Security will be discharged upon such Bidder signing the Contract and the Purchase Order and furnishing the Performance Security, if applicable, pursuant to ITB Article 35.3.

18.7 The Bid Security may be forfeited:

- (a) if the OSCE determines, on the basis of objectively verifiable evidence, that such Bidder has provided materially false or misleading information to the OSCE;
- (b) if a Bidder (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Form, or (ii) does not accept the correction of errors pursuant to ITB Article 27.2; or
- (c) in the case of a successful Bidder, if the Bidder fails (i) to sign the Contract and the Purchase Order in accordance with ITB Article 35.2; or (ii) to furnish a Performance Security in accordance with ITB Article 36.2.

## 19. FORMAT AND SIGNING OF BID

19.1 The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bidding Data Sheet, clearly marking each "**ORIGINAL**" and

"**COPY**", as appropriate. In the event of any discrepancy between them, the original shall govern.

19.2 The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

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

## 20. SUBMISSION, SEALING AND MARKING OF BIDS

20.1 Bidders may always submit their Bids by mail or by hand. When so specified in the Bidding Data Sheet, Bidders shall have the option of submitting their Bids electronically. Bidders submitting their Bids electronically shall follow the procedures specified in the Bidding Data Sheet. The Bidder shall seal the original and each copy of the Bid, including any alternative Bid, in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." The envelopes shall then be sealed in an outer envelope.

20.2 The inner and outer envelopes shall:

- (a) be addressed to the OSCE at the address indicated in the cover note to these Bidding Documents; and
- (b) bear the Bid Reference Number and Title indicated in the cover note to these Bidding Documents, and a statement: "**DO NOT OPEN BEFORE**", to be completed with the date and time specified in the cover note to these Bidding Documents.

20.3 All inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" or the Bid is validly withdrawn by the Bidder.

20.4 If the outer envelope is not sealed and marked as required by ITB Article 20.2, the OSCE will assume no responsibility for the Bid's misplacement or premature opening.

## 21. DEADLINE FOR THE RECEIPT OF BIDS

21.1 Bids must be received by the OSCE at the address specified under ITB Article 20.2 (a) no later than the time and date specified in the cover note to these Bidding Documents.

21.2 The OSCE may, at its discretion, extend the deadline for the receipt of Bids by amending the Bidding Documents in accordance with ITB Article 9, in which case all rights and obligations of the OSCE and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**22. LATE BIDS**

22.1 Any Bid received by the OSCE after the deadline for receipt of Bids prescribed by the OSCE pursuant to ITB Article 18 will be rejected and returned unopened to the Bidder.

**23. WITHDRAWAL, MODIFICATION AND SUBSTITUTION OF BIDS**

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

23.2 The Bidder's withdrawal, modification or substitution notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Article 20, with the outer and inner envelopes additionally marked "**WITHDRAWAL**", "**MODIFICATION**" or "**SUBSTITUTION**," as appropriate.

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

23.4 No Bid may be withdrawn in the interval between the deadline for receipt of Bids and the expiration of the period of Bid validity specified in the cover note of these Bidding documents, or as extended pursuant to ITB Article 21.2. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Security, pursuant to ITB Article 18.7 (a).

**24. OPENING OF BIDS BY THE OSCE**

24.1 In general, the OSCE Bid Opening Board will open all Bids non-publicly. Only if specifically provided for in the Bidding Data Sheet, the OSCE will open all Bids, including modifications and substitutions pursuant to ITB Article 23, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bidding Data Sheet. Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Article 20.1 shall be as specified in the Bidding Data Sheet. The Bidders' representatives who are present shall sign a register evidencing their attendance.

24.2 First, envelopes marked "**WITHDRAWAL**" shall be opened and read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Article 23.1 shall not be opened and shall be returned unopened. Next, envelopes marked "**SUBSTITUTION**" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. Envelopes marked "**MODIFICATION**" shall be opened and read out with the corresponding Bid. Only envelopes that are

opened and read out at Bid opening shall be considered further.

24.3 All other envelopes shall be opened one at a time, reading out: The Bidders' names, Bid prices, discounts, and the presence or absence of requisite Bid Security and such other details as the OSCE, at its discretion, may consider appropriate, will be announced at the Bid Opening. No Bid shall be rejected at the Bid Opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to ITB Article 19.

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

**25. CONFIDENTIALITY**

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

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

**26. CLARIFICATION OF BIDS**

26.1 During evaluation of the Bids, the OSCE may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted. Failure by any Bidder to timely and duly respond to a request for clarification may result in the rejection of its Bid.

**27. PRELIMINARY EXAMINATION**

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

27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected unless in the opinion of the OSCE there is an obviously gross misplacement of the decimal point in the unit price, in which case the line item total as quoted will govern, and the unit rate will be corrected.

If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. The amount stated in the Bid will be adjusted by the OSCE in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Article 14.7.

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

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

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

## **28. CURRENCY FOR BID EVALUATION**

28.1 Unless otherwise specified in accordance with ITB Article 14.1, Bids shall be evaluated as quoted in the currency of the EURO. In the event, (i) the OSCE has permitted Bids in currencies other than the EURO, and (ii) valid Bids 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 Bids was set by the OSCE.

## **29. EVALUATION AND COMPARISON OF BIDS**

29.1 The OSCE will evaluate and compare Bids, which have been determined to be substantially responsive, pursuant to ITB Article 27.

29.2 The OSCE will compare the Bid prices quoted in accordance with ITB Article 14.1.

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

(a) delivery schedule offered in the Bid;

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

## **30. POST-QUALIFICATION**

30.1 In the absence of prequalification, the OSCE will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Articles 15 and 16.

30.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Articles 15 and 16, as well as such other information as the OSCE deems necessary and appropriate.

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

## **31. AWARD CRITERIA**

31.1 Subject to ITB Articles 35 and 36, the OSCE will award the Contract/Purchase Order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **32. OSCE'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

32.1 The OSCE reserves the right at the time of award to increase or decrease, by up to twenty (20) percent, the quantity of Goods originally specified in the Bidding Documents without any change in unit price or other terms and conditions.

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

33.1 The OSCE reserves the right to accept or reject any Bid, and to annul, in whole or in part, or to suspend the Bidding process and reject all Bids at any time and without reason prior to award, without

thereby incurring any liability to the affected Bidder or Bidders.

#### **34. NOTIFICATION OF AWARD**

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

#### **35. CONTRACT FORMATION**

35.1 At the same time as or after the OSCE notifies the successful Bidder that its Bid has been accepted, the OSCE will send the successful Bidder two original signed and stamped sets of the Contract/Purchase Order, incorporating all agreements between the parties.

35.2 Within two (2) calendar days of receipt of the Contract/Purchase Order, the successful Bidder shall sign and date both sets and return one set to the OSCE.

35.3 Upon receipt by the OSCE of one original set of signed and stamped Contract, pursuant to ITB Article 35.2, and the furnishing of a Performance Security (if one is required), in form and content acceptable to the OSCE in accordance with ITB Article 36.1, the OSCE shall notify the unsuccessful Bidders, and shall promptly discharge the Bid Securities, if any, of the winning Bidder and the unsuccessful Bidders, in accordance with ITB Article 18.

#### **36. PERFORMANCE SECURITY**

36.1 Within fifteen (15) calendar days of the date of notification of award by the OSCE, pursuant to ITB Article 34.1, the successful Bidder shall furnish a Performance Security in an amount, form and format as provided for in Article 5.1 of Section VI of these Bidding Documents, Special Conditions of Contract (Goods).

36.2 Failure of the successful Bidder to comply with the requirement of ITB Article 36.1 and ITB Article 35.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the OSCE may make the award to the next lowest evaluated Bidder or call for new Bids.

## 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>.*

Instructions to Bidders		Amendment / Modification of Relevant Article in the Instructions to Bidders
ITB Article No.	Article Description.	
7.1	Language of Bid	The language of the Bid and all correspondence and documents exchanged between the Bidder and the OSCE shall be English.
10.1	Other Documents Comprising the Bid	In addition to the mandatory documents stated in ITB Article 10.1, the following additional mandatory documents are required: 1. Certificate of Dealership 2. Tax VAT number 3. Court Registration
12.1	Alternative Bids	Alternative Bids shall not be considered
14.1	Bid Currency	EURO or BAM (If BAM converted at official OSCE rate for November 2007 which is 0.5112903820
17.1	Bid Validity Period	The Bid validity period is 30 calendar days
18.1	Bid Security	The Bid Security is required: NO
19.1	Number of Copies of Bid	The number of copies of the Bid is: two (2)
20.1	Electronic Submission of Bids	Bidders may submit their Bids electronically: NO
24.1	Bid Opening	Bids will be opened publicly: No Bids will be opened on: <b>Thursday 06<sup>th</sup> December 2007 at 1500 hrs</b>
29.3	Criteria for Bid Evaluation	Only the bids that meet the OSCE specific requirements shall be evaluated according to the following criteria: Financial Proposal (weighing factor 0.6): (i) Price 60 % Technical Proposal (weighing factor 0.4): (ii) delivery schedule 20 % (iii) after-sales service 10 % (iv) operating / maintenance costs 10 %
29.3 (d)	Specific Other Evaluation Criteria	N/A

## Section III – BID FORMS

**Notes on Forms of Bid to Bidders:** It is mandatory that the Bidder duly completes and signs the Bid Submission Form, the Qualification Form, Price Schedule(s), and, if applicable, the Manufacturer's Authorization Form and the Bid Security Form.

### SECTION III – A BID SUBMISSION FORM

Date [Bidder to insert date]

Bid Ref No **MIDIBUS/07**

To: **OSCE MISSION TO BOSNIA AND HERZEGOVINA**

Having examined the Bidding Documents **No MIDIBUS/07** and any addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **MIDI BUS** or equivalent in conformity with the said Bidding Documents for the sum of [Bidder to insert total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

If our Bid is accepted, the following discounts shall apply: [Bidder to specify in detail discount offered and/or the specific item for which the discount applies, and the methodology for applying the discount].

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in Section IV of your Bidding Documents, Technical Specifications and Requirements.

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

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

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of Contract Award, shall constitute a binding contract between us.

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

We certify and confirm that we comply with the eligibility requirements stated in ITB Article 2 of your Bidding Documents.

.....  
[Bidder to sign]

.....  
[Bidder to insert Bidder's capacity of]

Duly authorized to sign Bid for and on behalf of

.....  
[Bidder to insert Corporate Name of Bidder]

**SECTION III – B BIDDER’S QUALIFICATION FORM**

***Note to Bidders:** The Bidder shall fill in and submit this Bidder’s Qualification Form as evidence that it complies with the OSCE’s eligibility, qualification and capacity requirements.*

***Note to OSCE Buyer:** Please amend this Form according to the (i) particular eligibility, qualification and capacity requirements specified by the OSCE for Bidders in accordance with ITB Article 15. The Bidder’s Qualification Form should ensure that all materially relevant information is obtained to confirm this. The below table may be used as guidance. Please delete these notes in the final Bidding Documents.*

**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:			
15. Attached are copies of original documents of: <b>[Bidder to check the box(es) of the attached original documents]</b> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in field 1 above. <input type="checkbox"/> In case of a joint-venture, letter of intent to form such joint-venture or joint-venture agreement. In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Article 2.5.			

**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 of similar scale/volume during the last three years:				
Customer	Value (EUR)	Year	Goods Provided	Country



**SECTION III – C PRICE SCHEDULE FORM*****Note to Bidders:***

The Bidder shall fill in this Price Schedule Form in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedule shall coincide with the List of Goods and Related Services specified by the OSCE in Section IV, Technical Specifications and Requirements.

*On (i) Compliance: By reference to Section IV, Technical Specifications and Requirements, the Bidder is requested to provide an item-by-item commentary on the OSCE's Technical Specifications and Requirements, demonstrating to the OSCE that its offered Goods are substantially responsive to those specifications and requirements. Any deviation or exception to these specifications and requirements should be clearly indicated here.*

*On (ii) Unit Price: The Bidder should offer unit prices on the basis of the delivery terms specified by the OSCE in Section IV, Technical Specifications and Requirements.*

**Price**

1	2	3	4	5	6	7
Item	Description	Compliance (i)	Country of Origin	Quantity	Offered Unit Price (ii)	Total Offered Price
1	MIDI BUS  (See Specification below)			1 (one)		

Name of Bidder: \_\_\_\_\_

Bid Ref Number: **MiniBus/07** \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

### SECTION III—E MANUFACTURER'S AUTHORIZATION FORM

**Note to Bidders:** The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the original letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the Bidding Data Sheet.

**To: OSCE Mission to Bosnia and Herzegovina**

WHEREAS \_\_\_\_\_  
*[Bidder to insert name of the Manufacturer]*  
 who are established and reputable manufacturers of \_\_\_\_\_  
*[Bidder to insert name and/or description of the Goods]*  
 having factories at \_\_\_\_\_  
*[address of factory]*  
 do hereby authorize \_\_\_\_\_  
*[Bidder to insert its name and address]*  
 to submit a Bid, and subsequently negotiate and sign the Contract with you against the Bidding Documents  
 No. MIDIBUS/07 for the above Good(s) manufactured by us.

We hereby extend our full guarantee and warranty as per Article 17 of the OSCE's General Conditions of Contract (Goods) for the Product offered for supply by the above Bidder against this Invitation to Bid.

*[Signature for and on behalf of Manufacturer]*

## Section IV - TECHNICAL SPECIFICATIONS AND REQUIREMENTS

### *Notes to Buyers on the Preparation of Technical Specifications and Requirements:*

*A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the relevant OSCE Institution/Mission without qualifying their Bids. The technical specifications and requirements must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the Goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of evaluation facilitated.*

*The technical specifications should require that all goods and materials to be incorporated into the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the Contract.*

*The technical specifications should be prepared taking into account that:*

- *Technical Specifications constitute the benchmarks against which the technical responsiveness of Bids will be verified. Therefore, well-defined Technical Specifications will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids.*
- *Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words "or equivalent" should always follow such references.*
- *Technical Specifications specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate.*

The OSCE is seeking to purchase a commuter/tourist midi bus with standard features including the OSCE Specific Requirements as listed below:

<b>OSCE Specific Requirements for MIDI BUS (please check the box)</b>
<input type="checkbox"/> 21-27 Passenger seats with armrest and passenger seat belts
<input type="checkbox"/> Diesel engine EURO 3 or 4 variant
<input type="checkbox"/> Manuel transmission (gearbox)
<input type="checkbox"/> Power-steering
<input type="checkbox"/> Braking system with ABS
<input type="checkbox"/> Retarder
<input type="checkbox"/> Parking sensors
<input type="checkbox"/> Tachograph / Speedometer [km/h]
<input type="checkbox"/> Driver air bag
<input type="checkbox"/> Driver adjustable seat

<input type="checkbox"/> Co-driver seat (desired feature)
<input type="checkbox"/> Sliding passenger windows (desired feature)
<input type="checkbox"/> A/C, ventilation and heating system throughout a bus
<input type="checkbox"/> Heated rear view mirrors
<input type="checkbox"/> Pneumatic door type front and rear
<input type="checkbox"/> Load floor (luggage compartments)
<input type="checkbox"/> Front and rear fog light
<input type="checkbox"/> Radio/CD Player with speakers
<input type="checkbox"/> White color
<input type="checkbox"/> Tires M+S

Additional OSCE Requirements (please check the box)	
<input type="checkbox"/> VAT (PDV) number	Please attach if available
<input type="checkbox"/> Court Registration	Please attach if available
<input type="checkbox"/> Dealership License	Please attach if available
<input type="checkbox"/> Technical Standard Certification	Please attach if available
<input type="checkbox"/> Delivery Terms	Please Specify *
<input type="checkbox"/> After-sales Service Available in Bosnia and Herzegovina	Yes                      No

\* Please use a separate sheet if necessary

Signature of Bidder: \_\_\_\_\_

## Section V – GENERAL CONDITIONS OF CONTRACT (GOODS)

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

## Section VI – SPECIAL CONDITIONS OF CONTRACT (GOODS)

*Note to Bidders: The provisions of Section IV, Special Conditions of Contract, of the Bidding Documents modify/ supplement those of the General Conditions of Contract included in Section III.*

General Conditions of Contract		Amendment/Modification of relevant Article in the General Conditions of Contract
Article No	Article Description	
5.1	Performance Security	N/A
6.1	Governing Language	The governing language of the Contract is English.
7.1	Duly Authorized Representatives of Parties	N/A
9.1	Packing	The following packing, marking, documentation and other requirements shall apply: Manufacturer packing/delivery standards will be sufficient.
10.1	Insurance	If not in accordance with INCOTERMS, insurance shall be as follows: The contractor will be responsible for insuring the goods during transportation until arrival at destination in OSCE.
11.1	Transportation	The responsibility for transportation of the Goods shall be as specified in the INCOTERMS (DDU – Delivered Duty Unpaid). If not in accordance with the INCOTERMS, responsibility for transportations shall be as follows: “The Contractor is required under the Contract to transport the Goods to a specified place of final destination, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Contractor, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms. Contractor: The contractor is responsible for delivery of the goods. OSCE: OSCE are responsible for receipt of the goods and subsequent storage.
15.1	Incidental Services	Incidental services to be provided are: N/A
16.2	Warranty	Minimum one (1) year warranty must be provided for the midi bus
17.1	Payment	The method and conditions of payment to be made to the Contractor under this Contract shall be as follows: Electronic transfer within 30 days of receiving orders and subsequent receipt of the Midi Bus.
17.4	Currency of Payment	Currency of payment is: Euro or BAM (If BAM converted at official OSCE rate for November 2007 which is 0.5112903820).
18.1	Price Adjustments	Prices shall be adjusted in accordance with the following: OSCE will accept no price escalation.