



Organization for Security and
Co-operation in Europe

**BIDDING DOCUMENTS FOR
THE PROVISION OF EXPRESS MAIL, COURIER AND PARCEL SERVICES
FOR
OSCE OFFICE IN BAKU**

REQUEST FOR PROPOSAL NO AZE/001/2012

30 MARCH 2012

Date: 30 March 2012

Request for Proposal
No. AZE/001/2012
THE PROVISION OF EXPRESS MAIL, COURIER AND PARCEL SERVICES
FOR OSCE OFFICE IN BAKU

The OSCE Office in Baku (“the OSCE”) invites proposals (“Proposals”) from eligible and qualified companies (“the Bidders”) for the provision of Express Mail, Courier and Parcel Services inside the Country (“the Services”), according to the requirements as defined in the bidding documents (“the Bidding Documents”).

The Bidding Documents include:

Section I:	Instructions to Bidders (to be viewed at www.osce.org/procurement/)
Section II:	Bidding Data Sheet
Section III:	Technical Proposal Forms
Section IV:	Financial Proposal Forms
Section V:	Terms of Reference
Section VI:	Contract Template

It is expected that the aggregate duration of the proposed contract will be 12 (twelve) calendar months. Throughout the term of the contract the OSCE does not guarantee any minimum level of business. Any orders placed against the contract shall be on an “as and when required” basis, and the OSCE shall be under no obligation to procure the Services exclusively from the selected contractor.

Proposals must be delivered to the below specified address on or before 20 April 2012 at 12: 00

Organization for Security and Co-operation in Europe (OSCE)
Office in Baku
Attn: Fund Administration Unit,
The Landmark III, 96 Nizami St.
AZ1010 Baku, Azerbaijan

Proposals sent by email and facsimile will not be accepted.

The prices shall be quoted in AZN.

The Services are expected to commence from the contract signed date.

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 reject all Proposals at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders.

Potential bidders interested to receive a complete set of the Bidding Documents are kindly requested to contact the OSCE at the address indicated below.

For those companies having obtained the Bidding Documents, please kindly inform the OSCE at the address below on whether you intend to submit a Proposal or abstain from participation. In case of non-participation, please kindly specify the reason(s).

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

Office in Baku
Fund Administration Unite, Ilgar.Hasanov@osce.org
The Landmark III, 96 Nizami St., AZ1010 Baku, Azerbaijan

CONTENTS

REQUEST FOR PROPOSAL.....	2
SECTION I – INSTRUCTIONS TO BIDDERS (ITB)	4
1. SCOPE	4
2. ELIGIBILITY OF BIDDERS	4
3. OSCE PRIVILEGES AND IMMUNITIES.....	4
4. ETHICS.....	4
5. BIDDER’S RESPONSIBILITIES.....	5
6. ONLY ONE PROPOSAL PER BIDDER	5
7. LANGUAGE.....	5
8. CLARIFICATION OF BIDDING DOCUMENTS	5
9. AMENDMENTS TO BIDDING DOCUMENTS	5
10. PREPARATION OF TECHNICAL PROPOSAL	5
11. PREPARATION OF FINANCIAL PROPOSAL	6
12. PERIOD OF VALIDITY OF PROPOSALS.....	6
13. BID SECURITY	6
14. SUBMISSION AND RECEIPT OF PROPOSALS	7
15. DEADLINE FOR RECEIPT OF PROPOSALS	7
16. LATE PROPOSALS	7
17. WITHDRAWAL, MODIFICATION AND SUBSTITUTION OF PROPOSALS	7
18. OPENING OF TECHNICAL PROPOSALS	8
19. CONFIDENTIALITY	8
20. PRELIMINARY EXAMINATION AND DETERMINATION OF RESPONSIVENESS	8
21. EVALUATION OF TECHNICAL PROPOSALS.....	8
22. OPENING AND EVALUATION OF FINANCIAL PROPOSALS	8
23. AWARD CRITERIA	9
24. POST-QUALIFICATION	9
25. NEGOTIATIONS AND CONTRACT FORMATION	9
26. PERFORMANCE SECURITY	10
27. OSCE’S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY AND ALL PROPOSALS	10
SECTION II – BIDDING DATA SHEET	11
SECTION III – TECHNICAL PROPOSAL FORMS	14
SECTION III – A TECHNICAL PROPOSAL SUBMISSION FORM	14
SECTION III – B QUALIFICATION INFORMATION FORM.....	15
SECTION III – C AN ITEM-BY-ITEM COMMENTARY ON THE TERMS OF REFERENCE DEMONSTRATING SUBSTANTIAL RESPONSIVENESS TO THE REQUIREMENTS.....	17
SECTION III – D DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT ..	18
SECTION III – E TEAM COMPOSITION AND TASK ASSIGNMENTS (EXAMPLE)	19
SECTION III – F FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF.....	20
SECTION III – G TIME SCHEDULE FOR KEY PROFESSIONAL STAFF (EXAMPLE)	21
SECTION III – H ACTIVITY (WORK) SCHEDULE (EXAMPLE).....	22
SECTION III – I BID SECURITY FORM	ERROR! BOOKMARK NOT DEFINED.
SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS.....	23
SECTION IV – A FINANCIAL PROPOSAL SUBMISSION FORM	23
SECTION IV – B SUMMARY OF COSTS (EXAMPLE)	24
SECTION IV – C REMUNERATION (EXAMPLE)	25
SECTION IV – D OTHER EXPENSES (EXAMPLE)	26
SECTION V - TERMS OF REFERENCE	27
SECTION VI – CONTRACT.....	29

SECTION I – INSTRUCTIONS TO BIDDERS (ITB)

Notes to Bidders: Section I of the Bidding Documents can be viewed on the OSCE web-site at www.osce.org/procurement 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/procurement/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/procurement/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 authorised 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 Proposal, 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.

SECTION II – BIDDING DATA SHEET

Note to Bidders: This Bidding Data Sheet should be read in conjunction with Section I, Instructions to Bidders.

Information to Bidders		Amendment/Modification of relevant Article of Section I - Instructions to Bidders
ITB Article No.	Article Description.	
5.3	Pre-Proposal Meeting	<p>A pre-Proposal meeting <i>[please insert either “will” or “will not”]</i> be held. <i>[Please complete if relevant, otherwise delete the following paragraphs]</i></p> <p>The date, time, and venue of the pre-Proposal meeting will be <i>[please insert]</i></p> <p>Bidders should advise the names of their representatives to the following OSCE official: <i>[please insert name and contact details]</i></p>
7.1	Governing Language	The governing language of the Proposal and all correspondence and documents exchanged between the Bidder and the OSCE shall be <i>[Please specify language. If English applies, please delete complete paragraph]</i>
10.4	Contents of Technical Proposal	<p>By using the Technical Proposal Forms in Section III, the Technical Proposal shall include: <i>[please add, modify or delete as necessary. If a Bid Security is required pursuant to ITB Article 13.1, please remember to add the Bid Security Form to Section III]</i></p> <p>(i) Duly completed Technical Proposal Submission Form (Section III–A);</p> <p>(ii) Duly completed Qualification Information 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.</p> <p>(iii) An item-by-item commentary on the Terms of Reference demonstrating substantial responsiveness to the requirements. (Section III - C).</p> <p>(iv) A description of the approach, methodology and work plan for performing the Services (Section III- D).</p> <p>(v) The list of the proposed key staff by speciality, the tasks that would be assigned to each key staff member, and their timing (Section III - E).</p> <p>(vi) CVs recently signed by the proposed key 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.</p>
11.3	Tax Exemption	<i>[Please insert tax exemption information]</i>
11.4	Currency	The currency(ies) is/are <i>[Please specify the currency(ies), if other than EURO. If only EURO applies, please delete complete paragraph]</i>

12.1	Validity of Proposal	Proposals must remain valid <i>[please state number of calendar days. The period should be sufficient to permit completion of the evaluation, the obtaining of approvals, notification of contract award, and furnishing of a Performance Security, if required, by the successful Bidder. Normally, the validity period should be at least 60 calendar days. A realistic time period should be specified in order to avoid the need for extension]</i> calendar days past the deadline for the receipt of Proposals.
13.1	Bid Security	The Bid Security is required <i>[please insert YES or NO. If a Bid Security is required, please complete paragraph 13.2 below, otherwise delete that paragraph]</i>
13.2	Amount of Bid Security	The amount of Bid Security shall be <i>[Please insert currency and amount. Such amount should be stated as a fixed amount, and should normally be approximately two percent and no more than five percent of the estimated value of the Services; if no Bid Security is required, please delete this paragraph]</i>
14.3	Number of Copies	Bidders must submit one original and <i>[please state number]</i> additional copies of each Proposal.
14.5	Submission of Proposals by Email or Facsimile	Bidders may submit their Proposals by e-mail or facsimile: <i>[Please insert YES or NO. If YES, please insert description of the procedure]</i>
20.1	Selection Method	The applied Selection Method is <i>[please specify either Quality and Cost Based Selection or Least-Cost Selection. Please refer to ITB Article 23]</i>
21.2	Evaluation Methodology	<p><i>[Please choose “fail/comply” or “point system” evaluation methodology depending on selection method used. Point system must always apply in the case of Quality and Cost Based Selection]</i></p> <p><u>Point System:</u> Each Technical 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 of <i>[please insert number. Normally not less than 70]</i> points.</p> <p>Evaluation Criteria and Relevant Maximum Scores assigned are as follows:</p> <p><i>[Please insert; sample is shown below]</i></p> <p>(i) Specific experience of the Bidder related to the assignment - maximum __ points</p> <p>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference - maximum __ points</p> <p>(iii) Qualifications and competence of proposed key staff for the assignment - maximum __ points</p> <p>Total Points: 100</p> <p><u>“Fail/Comply” System:</u> Each Technical Proposal will be evaluated on the basis of its responsiveness to the technical requirements contained in the Bidding Documents by applying “fail/comply” evaluation criteria specified below. A Proposal shall be rejected at this stage if it fails to meet any or several requirements: <i>[Please specify “fail/comply” requirements]</i></p>
22.5	Source of Exchange Rate	The source of exchange rate shall be: <i>[insert the name of the source, e.g. the OSCE exchange rate or central/national bank]</i>
22.6	Weights	In respect to Quality and Cost Based Selection, the weights given to the Technical and Financial Proposals are:

		<p>T = <i>[please insert]</i> F = <i>[please insert]</i> <i>[This paragraph only to be completed for Quality and Cost Based Selection; otherwise delete]</i></p>
26.1	Performance Security	<p>Performance Security <i>[insert "shall" or "shall not" be required]</i></p> <p><i>[If a Performance Security is required, insert below. Otherwise, delete]</i></p> <p>The amount of the Performance Security shall be: <i>[insert amount; the amount of the Performance Security is usually expressed as a percentage of the contract price. The percentage varies according to the perceived risk and impact of non performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p> <p>Performance Security shall be in the form of a Bank Guarantee as provided in the Bidding Documents.</p>

Section III – TECHNICAL PROPOSAL 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 date]*

RFP No.: *[Please insert Bidding Reference Number]*

To: *[Please insert name of OSCE Executive Structure]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services in accordance with your Request for Proposal No. *[please insert Bidding Reference No.]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope, for the following complete lot(s) *[Bidder to specify the relevant number(s) of lot(s)]* *[please delete the preceding text regarding lots if not applicable]*.

We hereby declare that all the information and statements made in our Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We confirm to comply with eligibility requirements specified in ITB Article 2 of the Bidding Documents. 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.

We accept and agree that the terms and conditions of Contract contained in the Bidding Documents will apply to any contract resulting from this bidding exercise.

We agree to abide by this Proposal for the Proposal Validity Period specified in the Bidding Documents.

If our Proposal is accepted, we will obtain a Performance Security in the form, in the amount, and within the times specified in the Bidding Documents. *[Please delete this paragraph if not applicable]*.

We understand that the OSCE is not bound to accept any Proposal, and that the OSCE reserves the right to accept or reject any Proposal and to annul or suspend the bidding process whether in whole or in part and to reject all Proposals at any time prior to the award of contract, without the OSCE incurring any liability whatsoever.

We remain,

Yours sincerely,

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

Section III – B Qualification Information Form

Note: Please amend this Form according to the particular qualification and capacity requirements specified in the Bidding Documents. The Qualification Information Form should ensure that all materially relevant information is obtained to confirm this. The below may be used as a sample.

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

General Information

1. Bidder's Full Legal Name:			
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. Web-site Address:			
8a. Contact Name:			
8b. Contact Title:			
9. Corporate Seat:			
10. Type of Business:			
11. Year Established:			
12. Number of Staff Employed:			
13. Parent Company, if any (full legal name):			
14. Principal subsidiaries, associates, and/or representative(s), if any, that are relevant to the Services:			

Financial Information

15. For the last three financial years:		
Year	Turnover (EUR)	Working Capital (EUR)

[Bidder to attach the audited financial statements for the last year]

Experience

16. Contracts of similar scale/volume during the last three years:				
Customer Name and Contact Details	Value (EUR)	Year	Services Provided	Country

Signature of Bidder: _____

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

Note to Bidders: Using the form below, the Bidder should provide information on the assignments for which its 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:		
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Assignment (EUR):
Name(s) of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Profile(s) of Professional Staff Provided by Your Firm:		
Description of Actual Services Provided by Your Staff:		
Name of Associated Firms, if any:	Nº of Months of Professional Staff Provided by Associated Firms:	

Signature of Bidder: _____

Section III – C An Item-by-Item Commentary on the Terms of Reference Demonstrating Substantial Responsiveness to the Requirements

Section III – D Description of the Methodology and Work Plan for Performing the Assignment

Section III – E Team Composition and Task Assignments (Example)

1. Key Professional Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

Signature of Bidder: _____

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, certification held 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.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained]

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 references, where appropriate.]

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 (Example)

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12			
																Subtotal (1)	
																	Subtotal (2)
																	Subtotal (3)
																	Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

Section III – H Activity (Work) Schedule (Example)

A. Activities

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>											
	1st	2nd	3rd	4th	5th	6 th	7th	8th	9th	10th	11th	12th
Activity (Work)												

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

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.

Date: *[please insert date]*

RFP No: *[Please insert Bidding Reference No]*

To: *[please insert name of OSCE Executive Structure]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services in accordance with your Request for Proposal No. *[please insert Bidding Reference Number]* and our Proposal consisting of Technical and Financial Proposals.

Our attached Financial Proposal is for the sum of *[Bidder to insert amount in words and figures]*. *[Please note that in the case of bidding for the purpose of entering into a window contract usually it is not possible to specify the total price. Therefore, the preceding sentence shall be removed]*

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, i.e. within *[please insert number]* calendar days from the deadline for the receipt of the 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:
Date:

Section IV – B Summary of Costs (Example)

Cost Component	Unit Price / man days (if applicable)	Quantity (if applicable)	Total Price
TOTAL PRICE:			

Signature of Bidder: _____

Section IV – C Remuneration (Example)

Names	Position	Input¹	Remuneration Rate in <i>[Specify currency as per the Bidding Documents]</i>	Total Amount in <i>[Specify currency as per the Bidding Documents]</i>

Signature of Bidder: _____

¹ Staff months, days, or hours as appropriate.

Section IV – D Other Expenses (Example)

No	Description	Unit of Measure	Quantity	Unit Price in <i>[Specify currency as per the Bidding Documents]</i>	Total Amount in <i>[Specify currency as per the Bidding Documents]</i>

Signature of Bidder: _____

Section V - TERMS OF REFERENCE

Notes: Terms of Reference normally contain the following sections: (a) Background, (b) Objectives, (c) Scope of the Services, (d) Expected Output and Performance Indicators, (e) Qualifications of the Bidder, (f) Required Inputs, (g) Liaison Arrangements, (h) Training (when appropriate), (i) Reports and Time Schedule, and (j) Data, Services, Personnel, and Facilities to be provided by the OSCE.

1. GENERAL

The Organization for Security and Co-operation in Europe (OSCE) is the largest regional security organization in the world with 55 participating States from Europe, Central Asia and North America. It is active in early warning, conflict prevention, crisis management and post-conflict rehabilitation.

The OSCE Secretariat is located in Vienna, Austria. The Organization also has offices and institutions located in The Hague, Prague and Warsaw.

The Organization employs about 4,000 staff in 18 missions and field activities located in South-eastern Europe, the Caucasus, Eastern Europe and Central Asia.

2. REQUIREMENTS

2.1 The successful company shall provide the courier services to the OSCE as and when the OSCE communicates the request for such services to the courier company. Such requests may be communicated by means of telephone, e-mail, fax or other means of efficient communications and need not be in writing.

2.2 Although the OSCE has a frequent need for courier services, it cannot confirm to the successful company any minimum level of business and reserves the right to utilize the services of other courier companies at any time during the performance of the contract.

2.3 The companies shall provide in their tender submissions the following minimum information:

2.3.1 Confirmation of the existence of the 24x7 hours service, including the emergency help desk.

2.3.2 Maximum delivery times for various types of consignments within Azerbaijan.

2.3.3 Confirmation of the existence and availability of a "real-time consignment tracking system" via internet and/or telephone, for the exclusive use of the OSCE. Furthermore, confirmation of the availability to personally advise the authorized representative of the OSCE about the location of a consignment at any time.

2.3.4 Confirmation of the ability to obtain and deliver to any OSCE mission/institution from which a consignment was generated, all the signed reports of successful delivery of consignment to the addressee.

2.4 In addition to the above the invited companies are strongly encouraged to submit any supplementary information/proposal they may consider of value for the future execution of the contract and to be beneficial for the OSCE.

3. SUPPORTING INFORMATION

The OSCE's approximate annual budget for the official courier services for consignments generated in its Office in Baku amounts currently to EUR 10,000.00.

However, the OSCE can not guarantee the full utilization of this budget, neither it can guarantee any level of the expected turnover, both for the official and private component of the expected business.

The OSCE General Conditions of Contract (Services) shall govern the contract.

4. PAYMENT OPTIONS

The OSCE will favor a system of monthly payment against monthly invoice. However, it will examine also other payment options offered by the Bidders.

The companies shall be able to provide such invoices to any OSCE Office in Baku, from which a consignment was generated.

5. CONTRACT TERM

The contract under consideration shall be effective for one year. Subject to satisfactory performance by the contractor, the contract may be automatically extended up to time period of five (5) years.

During the effective term of the contract under consideration, the OSCE reserves the right to conduct formal market tests and cost comparisons with other companies at any time.

The OSCE reserves the right to terminate the contract at any time giving a written notice of thirty (30) days to the contractor.

Section VI – CONTRACT