



Organization for Security and Co-operation in Europe

Mission in Serbia and Montenegro

RfP Documents for **THE REQUEST FOR PROPOSAL FOR THE**

**PROVISION OF SERVICES RELATED TO BAR EXAM TRAINING
PROGRAM IN SERBIA**

RfP No. 13/06

OSCE MISSION IN SERBIA AND MONTENEGRO

ČAKORSKA 1

11 000 BELGRADE

SERBIA AND MONTENEGRO

BELGRADE, 14 JUNE 2006



Request for Proposal No. 13/06

For The **PROVISION OF SERVICES RELATED TO BAR EXAM TRAINING PROGRAM IN SERBIA**

The OSCE Mission in Serbia and Montenegro (hereinafter referred to as “the OSCE”) invites sealed proposals from eligible and qualified companies/organisations (hereinafter referred to as “the Bidders”) for the provision of services related to Bar Exam Training Program in Serbia (hereinafter referred to as “the Services”), according to the requirements as defined in the Request for Proposal documents (hereinafter referred to as “the RfP Documents”) attached hereto.

The RfP Documents include:

Section I:	Information to Bidders
Section II:	Data Sheet
Section III:	Technical Proposal Standard Form
Section IV:	Financial Proposal Standard Form
Section V:	Terms of Reference (TOR)

Proposals must be delivered to the OSCE to the following address Chief of Administration and Finance, Cakorska 1, Belgrade, SDC on or **before 3 July 2006, 12:00 h local time**.

Proposals sent by fax or e-mail will not be accepted.

The OSCE reserves the right to accept or reject any Proposal, and to cancel, in whole or in part, or to suspend the solicitation process, or to reject all Proposals, at any time and without reason prior to the date of Contract Award.

Please address your queries or comments in writing and refrain from any personal visits or telephone calls.

Ms. Snezana Prvulovic, Procurement Assistant, Cakorska 1, 11 000 Belgrade, Fax 011/3606135
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SECTION I - INFORMATION TO BIDDERS

This section contains Information to Bidders ("ItB") about the preparation and submission of Technical and Financial Proposals. Bidders should read these ItB in conjunction with the attached Data Sheets. These ITB and the attached Data Sheet do not form part of the final contract, the draft of which is attached to this ItB as Section VI.

1. INTRODUCTION

1.1 The OSCE Mission in Serbia and Montenegro is inviting Bidders to submit a Technical Proposal and a Financial Proposal in accordance with the method of selection specified in the Data Sheet required for contracting of a supplier to provide the services and goods, as stipulated herein. The Proposal will be the basis for contract negotiations and ultimately for the conclusion of a contract with the selected bidder.

1.2 The Bidders are requested to familiarise themselves with local prevailing conditions taking them into account when preparing their Proposals. To obtain information on the Services, specifications, technical requirements, and local conditions, Bidders are encouraged to attend, at their own cost and risk, a pre-bid meeting, as specified in the Data Sheet. Attending the pre-bid meeting is voluntary and optional. Minutes of the meeting, including any questions raised and responses given, will be made available as requested by those who received these RfP Documents.

1.3 It is required that the Bidders provides professional, objective, and impartial advice, and at all times hold the OSCE's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be contracted for any assignment that would be in conflict with their prior or current obligations to other entities of the OSCE, or that may place them in a position of not being able to carry out the assignment in the best interest of the OSCE.

1.4 Bidders shall not be retained by the OSCE (i) if they, or any of their affiliates, were engaged by the OSCE to provide consulting services for the preparation of the design, specifications and other documents pertaining to these particular Services, or (ii) if they, or any of their affiliates, are engaged by the OSCE on any other project, which, by its nature, may be in conflict with these particular Services.

1.5 Bidders are requested to observe the highest standard of ethics during the selection and execution of service contracts for or on behalf of the OSCE.

2. BIDDER'S RESPONSIBILITIES

2.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the RfP Documents. Failure to furnish all information required by the RfP Documents or to submit a Proposal not substantially responsive to the provisions in the RfP Documents will be at the Bidder's risk and may result in the rejection of its Proposal.

2.2 The Bidder shall bear all costs associated with the preparation, submission, and negotiation of its Proposal, including costs related to any visits to the OSCE and related 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.

3. CLARIFICATION OF RFP DOCUMENTS

3.1 Bidders may request clarification on any contents of these RfP Documents up to ten (10) calendar days before tender closing date (deadline) for the submission of Proposals, as specified in the Data Sheet. Any request for clarification must be sent in writing by ordinary mail, cable, telex, facsimile, or electronic mail to the address of the OSCE indicated in the cover note of these RfP Documents. The OSCE will respond by ordinary mail, facsimile, or electronic mail to any reasonable request and will send written copies of the response (including of an explanation of the query but without identifying the source of inquiry) to all invited Bidders who obtained the RfP Documents.

4. AMENDMENTS TO RFP DOCUMENTS

4.1 The OSCE may, at any time before the tender closing date (deadline), for any reason and at its discretion amend the RfP Documents.

4.2 Any amendment shall be issued in writing as an addendum to this RfP. Such addendum shall be sent by mail, facsimile, or e-mail to all invited Bidders and will be binding on them.

4.3 In order to allow Bidders reasonable time for incorporating such amendments in their Proposals, the OSCE may, at its discretion, extend the tender closing date (deadline) for the submission of Proposals.

5. LANGUAGE OF PROPOSAL

5.1 The Proposal as well as all correspondence and documents related to the Proposal shall be written in English.

6. PREPARATION OF TECHNICAL PROPOSAL

6.1 When preparing the Technical Proposal, Bidders are expected to examine the RfP Documents attentively. Material deficiencies in providing the information requested may result in rejection of a Proposal.

6.2 In case a Bidder considers that it does not have all the expertise for the assignment, such Bidder may obtain a full range of expertise by associating with individual firm(s), expert(s) or entities, as appropriate. Proposals submitted by a joint venture of two or more firms as partners shall, in addition to the RfP terms and conditions, comply with the following requirements:

the Proposal shall be signed by all partners;

one of the partners shall be nominated to represent the others, evidenced by a power of attorney signed by legally authorised signatories of all partners;

the representative of the partners shall be authorised by them to incur liabilities and receive instructions for and on behalf of any and all partners and shall be assigned by them to exclusively for and on behalf of the partners to execute the contract, including payment; and

the partners or any of them shall meet the relevant minimum qualification

6.3 The Technical Proposal shall provide the following information using the attached Standard Forms as per Section III:

(i) Full information of the Bidder's capabilities and capacities (Section III –B)

A brief description of the organisation and structure of the Bidder's company

An outline of recent experience of Services, supplies or assignments pertaining to the terms of the RfP (Section III - C). Such outline should indicate, inter alia, the terms of such services provided, profiles of the staff proposed, as and if applicable, the duration and value of the contract, and the company's engagement.

(iii) Any comments or suggestions on the Terms of Reference and on the data, list of services, and facilities to be provided by the OSCE (Section III - D).

(iv) A description of the methodology and work plan for performing the assignment (Section III - E).

(v) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section III - F).

(vi) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(ix) Any additional information requested in the Data Sheet.

6.4 The Technical Proposal shall not include any financial information.

7. PREPARATION OF THE FINANCIAL PROPOSAL

In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the RfP Documents. For the Financial Proposal the standard forms contained in Section IV should be used. It lists all costs associated with the Services offered

These costs should be broken down by activity and, if applicable, into foreign and local expenditures.

7.3 The Financial Proposal should clearly estimate, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the laws and regulations applicable in Serbia and Montenegro, unless the Data Sheet specifies otherwise.

All costs shall be quoted in the currency specified in the Data Sheet.

8. PERIOD OF VALIDITY OF PROPOSAL

8.1 Proposals shall be valid for the number of calendar days as specified in the Data Sheet as from the deadline for submission of Proposals. The OSCE shall reject any Proposal valid for a shorter period of time.

8.2 During the period of validity, the Bidder is expected to be available for maintaining of contacts with the OSCE. The OSCE will make its best effort to complete negotiations within this period.

8.3 In exceptional cases, the OSCE may solicit the Bidders' consent to an extension of the validity of the Proposals. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify any contents or clauses in its Proposal.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

9.1 Any Bidder may modify or withdraw its Proposal after submission, provided that the OSCE

receives notice of such request for modification or withdrawal prior to the deadline for the submission of Proposals.

9.2 Any Bidder intending to modify or withdraw its Proposal may notify the OSCE in writing by ordinary mail, fax or by e-mail, provided that a signed written statement of withdrawal shall be submitted afterwards.

9.3 Any Bidder intending to modify or change any part in its Proposal shall do so by having a duly authorised representative to initial any changes or modifications in its Proposal in ink.

9.4 No Proposal shall be modified after the deadline for the submission of Proposals.

9.5 No Proposal may be withdrawn as from the deadline for submission of the Proposal and the date of expiration of the validity of the Proposal.

10. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

10.1 The original Proposal (Technical- and Financial) shall be prepared as originals, initialled and signed by the Bidder, and shall be submitted with forms and templates as contained in this RfP. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any of such corrections must be initialled by the Bidder's signatory of the RfP.

10.2 An authorised representative of the Bidder shall initial all pages of the Proposal. The representative's authorisation shall be confirmed by a written power of attorney accompanying the Proposal.

10.3 For each Proposal, the Bidder shall prepare the number of copies indicated in the 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 shall prevail.

10.4 The Bidder shall place the original and all copies of the Technical Proposal 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 Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed, which shall bear the submission address and other information indicated in the Data Sheet and is clearly marked, "**TENDER DOCUMENTS DO NOT OPEN.**"

10.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing

time for submission of Proposals shall be returned unopened.

10.6 The OSCE shall not assume any responsibility for any misplacement or premature opening of a Proposal, if the inner and outer envelopes were unsealed and were not marked as per the instructions in this clause.

11. OPENING OF TECHNICAL PROPOSAL

11.1 After the deadline for submission of Proposals, the Technical Proposals shall be opened by the Tender Opening Board.

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

12. COMMUNICATIONS

12.1 In case a Bidder wishes to contact the OSCE on any matter related to its Proposal From as from the time when the Proposals were opened, the Bidder may do so in writing to the OSCE contact person indicated in the cover note of these RfP Documents. Any effort by the firm to influence the OSCE in its evaluation of the Proposal or Contract award decisions may result in the rejection of the Bidder's Proposal.

13. EVALUATION OF TECHNICAL PROPOSALS

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

13.2 The OSCE will evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and a point system specified in the Data Sheet. Each responsive Proposal will be given scores. A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet. The Bidder cannot subsequently make any such substantially non-responsive Proposal responsive by correction of the non-conformity.

13.3 The OSCE may, at its discretion, ask any Bidder at any time 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.

13.3 The OSCE may decide to award a contract on basis of 'Quality-Based Selection', 'Bidder's Qualifications', and/or 'Single-Source Selection'. The OSCE will at its discretion, invited the Bidder

ranked highest in the evaluation of Offers, or, a firm selected on a single-source basis to negotiate its Proposal and the Contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with this RfP.

14. TENDER OPENING AND EVALUATION OF OFFERS

14.1 Following the evaluation of Technical Proposals, the Tender Opening Board shall open the Financial Proposals.

14.2 The OSCE shall evaluate the completeness of the Financial Proposals and, in case of evident computational or arithmetical errors correct such errors pursuant to sub-clause 14.3.

14.3 The OSCE shall rectify computational or arithmetical errors on the following basis: If there should be 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 should be a discrepancy between words and figures, the amount in words shall prevail.

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

14.5 The OSCE may award the contract to the Bidder achieving the highest combined technical and financial score, subject to successful negotiations of the contract and its conclusion between the Parties.

14.6 n/a

15. CONTRACT NEGOTIATIONS

15.1 Upon determination of the selected Bidder the OSCE may hold contract negotiations with the aim to reach an agreement with that Bidder and to conclude a Contract.

15.2 Contract negotiations will also mean discussions of the Technical Proposal, the proposed methodology, terms, detailed scope of services, work plan, staffing and any suggestions made by the Bidder which may improve its performance during execution of the Contract. The OSCE and the Bidder shall proceed to conclude final terms or scope of works and to agree on a work- or operation plan. In the contract responsibilities and obligations of both Parties shall be clearly stipulated and agreed upon.

15.3 The financial negotiations shall conclude the Bidder's tax liability and shall reflect and technical or financial modifications modification to which the Parties have mutually agreed during the contract negotiations.

15.4 In the case the contracts includes the assignment of the Bidder's individualised personnel on basis of its Proposal the Bidder shall ascertain the OSCE with the availability of such individualised personnel as offered in the Proposal unless mutually agreed between the Parties otherwise. In case the Bidder should fail to ascertain the availability of individualised personnel the OSCE may, at its discretion, disqualify the Bidder with immediate effect.

15.5 The Contract negotiations shall conclude form of the contract. Upon mutual agreement between the Parties to the terms and conditions of the Contract the Parties shall initial the agreed contract text. In the case the contract negotiations should not result in a conclusion of a Contract, the OSCE, at its discretion, may terminate the negotiations at any time and may invite for Contract negotiations that Bidder whose Proposal has achieved the second highest score.

16. CONTRACT AWARD

Upon mutual agreement between the Parties of terms and conditions of the Contract the OSCE shall award the Contract to that Bidder in full accordance with its internally applicable rules and negotiations. Following conclusion of the Contract the OSCE shall issue a Purchase Order / Release to commence execution of the Contract.

The OSCE, upon request of any unsuccessful Bidder whose technical scores exceeded the minimum technical score, shall return the unopened Financial Proposals to those Bidders who did not pass the technical evaluation, in accordance with ITC clause 13.2.

17. CONFIDENTIALITY

17.1 Any information relating to evaluation of Proposals and recommendations concerning the award of a Contract shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process.

18. REJECTION OF PROPOSALS

18.1 The OSCE reserves the right to accept or reject any Proposal, and to cancel, in whole or in part, or to suspend the solicitation process, or to reject all Proposals, at any time and without reason prior to the date of Contract Award.

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

SECTION II - DATA SHEET

This Data Sheet should be read in conjunction with the foregoing Section Information to Bidders.

		Specific Information to Bidders
Paragraph No.	Paragraph Description.	
1.1	Name of OSCE Mission, Institution, Centre or Office	OSCE Mission in Serbia and Montenegro
1.1	Technical/Financial Proposal	Both Technical and Financial Proposals are requested
1.1	Method of Selection	Quality and Cost Based Selection
1.1	Subject of Assignment	Bar exam training program in Serbia (in accordance with OSCE's standards, specifications and requirements).
3.1	Clarification of RfP Documents	Ten (10) Business Days after deadline of submission
6.3 (vii)	Training	No specific training of OSCE staff required
6.3 (viii)	Additional Information	All information given in Terms of Reference
7.2	Local Taxes	The Services are tax exempted.
7.3	Currency	The Currency is: CSD
8.1	Validity of Proposal	Proposals must remain valid 60 Days past the deadline for the submission of Proposals.
10.3	Number of Copies	Bidders must submit one original and one additional copy of each Proposal (Technical and Financial).
10.4	Address for Submission of Proposals	The Proposal submission address is: Chief of Administration and Finance, Cakorska 1, Belgrade. Information on the outer envelope shall also include "CONFIDENTIAL to be opened by Addressee only" .
10.5	Deadline for the submission of Proposals	Proposals must be submitted no later than the following date and time: 3 July 2006, 12:00h local time.
13.2	Evaluation Criteria	(i) Overall quality of the training program which should include training on each element of the bar exam in Serbia : 60% (ii) Quality of course training material: 20 % (iii) Experience of the potential bidder: 10 % (iv) Price offer; overall cost of the training program: 10 % Total: 100 %
14.5	Weights	The weights given to the Technical and Financial Proposals are: T= 90% and F= 10%

Section III – TECHNICAL PROPOSAL – STANDARD FORMS

- IIIA. Technical Proposal Submission Form.
- IIIB. Bidder's Capacities.
- IIIC. References of the Bidder.
- IIID. Comments and Suggestions of the Bidder on the Terms of Reference provided by the OSCE.
- IIIE. Description of the Methodology and Work Plan for Performing the Services.
- IIIF. Team Composition and Task Assignments.
- IIIG. Time Schedule

[*Location, Date*]

To: The OSCE Mission in Serbia and Montenegro

Ladies/Gentlemen:

We, the undersigned, offer to provide the Provision of Services related to Bar Exam Training Program in Serbia in accordance with your Request for Proposal 13/06 dated June14, 2006 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

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

SECTION III – B BIDDER'S CAPACITIES

This Section must include a signed declaration using the annexed format from each legal entity making the Proposal. All data included in this Section must concern only the legal entity or entities making the Proposal.

General Information

1. Name of Firm:			
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. Subsidiaries, Associates, and/or Representative(s), if Any:			
11. Nationality of the Firm:			
12. Type of Business:			
13. Year Established:			
14. Number of Staff Employed:			

Experience

16. Contracts of similar scale/volume during the last 5 years:				
Customer	Value in Euro	Year	Services Provided	Country

SECTION III – C FIRM'S REFERENCES**Relevant Services carried Out in the Last Five Years that best illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Description of Works / Services:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity (profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in CSD):
Name of Associated Bidders, If Any:		Nº of Months of Professional Staff Provided by Associated Bidders:
Name of Senior Staff (Project Director/Co-ordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Company's Name: _____

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

On the Terms of Reference:

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

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

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

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

1. Technical/Managerial Staff		
Name	Position	

2. Support Staff		
Name	Position	

SECTION III – F PROPOSAL OF A WORK PLAN FOR A BAR EXAM TRAINING PROJECT

Activities

[illegible]

Section IV – FINANCIAL PROPOSAL – STANDARD FORMS

IVA. Financial Proposal Submission Form.

IVB. Summary of Costs.

SECTION IV – A FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: OSCE Mission in Serbia and Montenegro

Ladies/Gentlemen:

We, the undersigned, offer to provide Services related to Bar Exam Training Program in accordance with your Request for Proposal 13/06 dated June 14, 2006 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. We acknowledge and agree to hold the OSCE exempt from any responsibility and liability for any damages or claims on any taxes, duties, levies, VAT, etc that may be applied or imposed by any public authority or authoritative institution and pertaining to this Assignment.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., *[Date]*.

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

We remain,

Yours sincerely,

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

Section IV – B PRICE OFFER for Bar exam training program in Serbia

This section refers to budget breakdown and can be given in free format.

Please submit a budget detailing the anticipated costs of the project proposal including the following line items:

- a. lecturer fees, including number of lecturers, cost per day, number of days, and total costs;
- b. course materials and publications, providing per participant cost and total cost assuming 60 participants;
- c. costs of technical support, including administrative staff assistance, use of audio/visual equipment;
- d. cost of transportation for lecturers, organizers, and technical support staff;
- e. cost of accommodation and per diem for lecturers, organizers, and technical support staff (OSCE authorizes payment at a rate of maximum 68 EURO per day);
- f. costs for local support, including use of office space.

Section V - TERMS OF REFERENCE

The following terms of reference is for the purpose of soliciting proposals for the implementation of a bar exam training program on the territory of the Republic of Serbia. The proposals shall be evaluated based upon the following criteria, listed in the order of importance: (1) overall quality of the training program, which should include training on each element of the bar exam in Serbia (60%); (2) quality of course training material (20%); (3) experience of the potential contractor (10%); and (4) overall cost of the training program (10%).

Background

The goal of this training is to provide the judiciary with ethnic minority candidates for positions within the judiciary, and thus facilitate the integration of ethnic minorities into judicial institutions. This will ultimately lead to greater acceptance and utilisation of the judicial system by ethnic minorities, as well as facilitate greater participation of ethnic minorities in the legal profession in general. For these reasons, the implementation of this program is expected to take place in the region of south Serbia for a class of lawyers representative of the ethnic composition of that region. The OSCE has previously implemented two such programs in Serbia with results that included the training of 125 candidates for the bar exam. Many of the participants have since passed the bar exam and secured positions in the judiciary.

Objectives

The objective of this program is to provide a multi-ethnic class of 60 law graduates with the knowledge and training necessary to prepare the candidates to take and pass the bar exam in Serbia.

Scope of work and expected output

The selected contractor for the implementation of this bar exam training program shall execute an agreement with the OSCE and obligate itself to provide the following services, as described in the proposal submitted in response to this request:

- (1) provide the curriculum for the instruction and training of a class of approximately 60 participants on each subject of the bar exam, as currently administered by the Ministry of Justice of the Republic of Serbia. Previous such programs have been held in two separate groups of 30 participants for 20 days (for a total of 40 days of instruction);
- (2) provide each participant course materials and publications, covering all the subjects covered in the bar exam;
- (3) select and engage experienced and highly regarded members of the legal community of Serbia as lecturers for the implementation of the training;
- (4) arrange and provide transportation and accommodation for the lecturers, organisers, and technical staff at of near the location of the training program;
- (5) provide all necessary technical support for the holding of the training program, such as computer and/or other audio/visual equipment;
- (6) provide necessary practice examinations and feedback for the participants;
- (7) provide participants with evaluation forms to measure the success of the training programs and advise on necessary changes to the program or lecturers; and,
- (8) co-operate closely with the OSCE to ensure proper oversight of the training program to ensure good results.
- (9) submit a budget detailing the anticipated costs of the project proposal including the following line items:
 - a. lecturer fees, including number of lecturers, cost per day, number of days, and total costs;
 - b. course materials and publications, providing per participant cost and total cost assuming 60 participants;
 - c. costs of technical support, including administrative staff assistance, use of audio/visual equipment;
 - d. cost of transportation for lecturers, organizers, and technical support staff;

- e. cost of accommodation and per diem for lecturers, organizers, and technical support staff (OSCE authorizes payment at a rate of 68 EURO per day);
- f. costs for local support, including use of office space.

Reporting requirements

Within thirty days of the conclusion of the training program, the selected contractor shall submit a final report detailing the following: (1) a description of the implementation of the program; (2) any problems or unexpected issues that needed to be resolved during implementation; (3) how these problems were resolved; (4) the results achieved from the program; (5) an aggregated summary of the program evaluation forms as completed by the participants; and (6) a detailed final budget breakdown of income and expenses.

Inputs

The OSCE shall solicit applications in the regions of south Serbia, and select candidates for the training program with special consideration for national minorities in an effort to secure an ethnically balanced class. Applications will be solicited through advertisements in local newspapers and through the courts in the region targeted. Approximately 50 participants are expected to participate in the training program. Applications will be reviewed for suitability and requirements to take the bar examination upon the conclusion of the training program.

Logistical arrangements for conference facilities and catering services during the training program shall be procured directly by the OSCE with the provider of the conference facilities, as well as the catering for lunches and coffee breaks. The OSCE shall also arrange and, to the extent necessary, procure transportation services for the participants of the training program.

Acceptance Criteria

Once the contract has been awarded to the selected organization and the training program is completed in accordance with the implementing agency agreement and its addenda, the OSCE shall accept the services provided and order the transfer of final payment to the contractor. The basis upon which the OSCE shall determine whether the contractor has performed its contractual obligations will include observation and oversight of the implementation of the training program, the submission of the final report by the contractor, and the review of participant evaluation forms.