



BIDDING DOCUMENTS
SUPPLY AND DELIVERY OF “TAMIFLU” MEDICINES TO THE OSCE
ITB No. 04/2006



Organization for Security and Co-operation in Europe

Date: 2 March 2006

Invitation to Bid

No. 04/2006

Supply and Delivery of "Tamiflu" medicines to the OSCE

The Organization for Security and Co-operation in Europe (hereinafter called "the OSCE ") invites sealed bids from qualified Suppliers for the supply and delivery of Oseltamivir Phosphate ("Tamiflu") medicines to the OSCE.

The Bidding Documents include:

- Section I: Instructions to Bidders
- Section II: Forms of Bid

Any Purchase Order awarded as a result of this tender shall be bound by the OSCE General Conditions of Contract (Goods), which can be viewed on <http://www.osce.org/tenders/>.

Bids must be delivered to the office at the following address:

Organization for Security and Co-operation in Europe (OSCE)
Secretariat
Attn: Central Records and Documents Management Section
Kaerntner Ring 5-7
A-1010 Vienna, Austria

Bids must be delivered on or before **8 March 2006, 12:00 hrs (CET)** in a sealed envelope marked with **"Bid for Supply and Delivery of "Tamiflu" medicines to the OSCE - ITB No. 04/2006 - Do Not Open Before 8 March 2006, 12:00 hrs (CET)"**. Alternatively, Bids may be sent to the following e-mail address: tenders-at@osce.org with the following subject note: **"Bid for Supply and Delivery of "Tamiflu" medicines to the OSCE - ITB No. 04/2006"**. As a third option, Bids may be submitted by facsimile to the following fax no: **+43 1 514 36 6283**.

The bid prices shall be quoted in EURO.

As the Organization currently is in the process of establishing its internal policy and modalities for whether to stockpile Tamiflu medicine, and if so in which quantities and which OSCE Missions/Institutions, the OSCE reserves its rights to contract any quantity of Tamiflu medicine, in accordance with the quantity ranges provided in the attached Forms of Bid. 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.

OSCE Secretariat
Procurement and Contracting Unit
Kärntner Ring 5-7, A-1010 Vienna, Austria
Attn: Ms. Selma Sadovic, Senior Contracts Assistant
Email: selma.sadovic@osce.org
Fax: + 43 1 514 36 567

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SECTION I - INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS

1.1 This Invitation to Bid is open to all eligible suppliers as defined in ITB Clause 1.2.

1.2 Bidders shall not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the OSCE to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods under this Invitation to Bid.

2. OSCE PRIVILEGES AND IMMUNITIES

2.1 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.

3. COST OF BIDDING

3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, including costs relating to 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.

4. CONTENT OF BIDDING DOCUMENTS

4.1 The Goods and Related Services required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the Invitation to Bid, the Bidding Documents include:

Section I: Instructions to Bidders
Section II: Forms of Bid

4.2 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. CLARIFICATION OF BIDDING DOCUMENTS

5.1 Any prospective Bidder requesting any clarification on any contents in the Bidding Documents may notify the OSCE in writing, e.g. by ordinary mail, facsimile or e-mail, at the following address:

OSCE Secretariat
Procurement and Contracting Unit
Kärntner Ring 5-7, A-1010 Vienna, Austria
Attn: Ms. Selma Sadovic,
Senior Contracts Assistant
Email: selma.sadovic@osce.org
Fax: + 43 1 514 36 567

5.2 Written copies of the OSCE's response (including a description of the contents of the query but without identifying the source thereof) will be published on the OSCE web-site at <http://www.osce.org/tenders/>.

6. AMENDMENTS TO BIDDING DOCUMENTS

6.1 At any time prior to the deadline for submission 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/>.

6.2 All prospective Bidders are requested to regularly visit the OSCE web-site to view any amendment made to the Bidding Documents. The amendments will be binding on the Bidders. The OSCE will assume no responsibility for the Bidder's non-familiarity with any amendment issued pursuant to this clause.

6.3 In order to provide Bidders reasonable time for incorporating such amendments of the Bidding Documents into their Proposals, the OSCE may, at its discretion, extend the deadline for the submission of bids by amendment which will be published on the OSCE web-site at <http://www.osce.org/tenders/>.

7. LANGUAGE OF BID

7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the OSCE, shall be written in the English language.

8. DOCUMENTS COMPRISING THE BID

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

- Forms contained in Section "Forms of Bid", duly completed and signed by the Bidder;
- Documentary evidence established in accordance with ITB clause 12 that the Goods conform to the Bidding Documents and Bidder is qualified to perform the Contract if its Bid is accepted.

9. BID SUBMISSION FORM

9.1 The Bidder shall complete the Bid Submission Form and other forms contained in Section "Forms of Bid" in the Bidding Documents.

10. BID PRICE

10.1 The Bidder shall indicate on the Price Schedule the unit prices of the goods it proposes to supply and deliver under the Purchase Order/Contract.

10.2 The DDU term shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

11. BID CURRENCY

11.1 All prices shall be quoted in EURO.

12. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION AND GOODS' AND RELATED SERVICES' CONFORMITY TO BIDDING DOCUMENTS

12.1 Pursuant to ITB clause 8, the Bidder shall furnish as part of its Bid:

(a) Documentary evidence establishing to the OSCE's satisfaction 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 Manufacturer or producer to supply the Goods;

(b) A brief description of the Bidder's organization and information demonstrating experience on supply of the similar goods and at least three business references on recent contracts for the supply and delivery of the similar goods.

13. PERIOD OF VALIDITY OF BIDS

13.1 Bids shall remain valid for the period of ninety (90) days after the date of bid submission prescribed by the OSCE, pursuant to ITB clause 16. A bid valid for a shorter period shall be rejected by the OSCE as non-responsive.

13.2 In exceptional circumstances, the OSCE may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its Bid.

14. FORMAT AND SIGNING OF BID

14.1 The Bidder shall prepare one original of the Bid.

14.2 The original 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.

15. SEALING AND MARKING OF BIDS

15.1 The Bidder shall seal the original of the Bid in an envelope, unless the Bid is submitted by email or facsimile, in which case an original sealed Bid shall be submitted immediately thereafter.

15.2 The envelope shall:

(a) be addressed to the OSCE at the following address:

**Organization for Security and Co-operation in Europe (OSCE),
Secretariat
Attn: Central Records and Documents
Management Section
Kaerntner Ring 5-7
A-1010 Vienna, Austria
and**

(b) be marked with **"Bid for the Supply and Delivery of "Tamiflu" medicines to the OSCE - ITB No. 04/2006 - Do Not Open Before March 8, 2006, 12:00 hrs (CET)"**.

15.3 The envelope 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.

15.4 If the envelope is not sealed and marked as required by ITB clauses 15.2 and 15.3, the OSCE will assume no responsibility for the Bid's misplacement or premature opening.

16. DEADLINE FOR SUBMISSION OF BIDS

16.1 Bids must be received at the address specified under ITB Clause 15.2 (a) no later than **March 8, 2006, 12:00 hrs (CET)**.

16.2 The OSCE may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB clause 6, 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.

17. LATE BIDS

17.1 Any Bid received by the OSCE after the deadline for submission of bids prescribed by the OSCE pursuant to ITB clause 16 may be rejected and returned unopened to the Bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS

18.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bid, is received by the OSCE prior to the deadline prescribed for submission of bids. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB clause 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

18.2 No Bid may be modified after the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form.

19. OPENING OF BIDS BY THE OSCE

19.1 The OSCE will open all Bids after the bid submission deadline.

20. CLARIFICATION OF BIDS

20.1 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.

21. RESPONSIVENESS OF BIDS

21.1 The OSCE's determination of a Bid's responsiveness is to be based on the contents of the Bid itself.

21.2 A substantially responsive Bid is one that conforms to all the technical terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (i) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Bidding Documents; or
- (ii) limits in any substantial way the OSCE's rights or the Bidder's obligations; or
- (iii) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

21.3 Provided that a Bid is substantially responsive, the OSCE may waive any non-conformities or omissions in the Bid that do not constitute a material deviation. Provided that a Bid is substantially responsive, the OSCE may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to

rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid.

22. EVALUATION

22.1 The OSCE will compare the prices offered in the Bids, which have been determined to be substantially responsive, with a view to select the Bidder whose Bid offers the lowest evaluated prices.

23. CONFIDENTIALITY

23.1 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 award, shall not be disclosed.

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

24. POST-QUALIFICATION

24.1 The OSCE has the right to 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 Clause 12.

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, pursuant to ITB Clause 12, as well as such other information as the OSCE deems necessary and appropriate.

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

25. OSCE'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

25.1 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.

Section II. FORMS OF BID

Notes on Forms of Bid

It is absolutely mandatory that the Bidder duly completes and signs the Forms of Bid.

SECTION II - A: BID SUBMISSION FORM

Date _____

ITB No. 04/2006 - Supply and Delivery of “Tamiflu” medicines to the OSCE

To: **The OSCE Secretariat**
 Kaerntner Ring 5-7
 A-1010 Vienna, Austria

Having examined the Bidding Documents ITB No. 04/2006 and any addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Goods in conformity with the said Bidding Documents in accordance with the Bid Forms attached herewith and made part of this Bid.

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 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 clause 1 of the Bidding Documents.

We accept the OSCE General Conditions of Contract (Goods).

 [Bidder to sign and stamp]

Duly authorized to sign Bid for and on behalf of

 [Bidder to insert Corporate Name of Bidder]

SECTION II-B : PRICE RESPONSE FORM – ITB 04/2006

Destination - OSCE Mission/Institution

OSCE Office in Yerevan	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Yerevan, Armenia	Delivery schedule DDU Yerevan, Armenia (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		
OSCE Office in Baku	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Baku, Azerbaijan	Delivery schedule DDU Baku, Azerbaijan (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		
OSCE Project Co-ordinator in Ukraine	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Kiev, Ukraine	Delivery schedule DDU Kiev, Ukraine (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		
OSCE Centre in Tashkent	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Tashkent, Uzbekistan	Delivery schedule DDU Tashkent, Uzbekistan (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		
OSCE Presence in Albania	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Tirana, Albania	Delivery schedule DDU Tirana, Albania (in calendar days)
	1-30 packs		
	31-70 packs		
	71- 120 packs		
	121-220 packs		
	220-300 packs		
OSCE Mission to Bosnia and Herzegovina	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Sarajevo, Bosnia and Herzegovina	Delivery schedule DDU Sarajevo, Bosnia and Herzegovina (in calendar days)
	1-50 packs		
	51-200 packs		
	201-500 packs		
	501-800 packs		
	801-1500 packs		

OSCE Mission to Croatia	QTY in packs per order (1 pack =10 capsules)	Price in EUR per pack DDU Zagreb, Croatia	Delivery schedule DDU Zagreb, Croatia (in calendar days)
	1-50 packs		
	51-200 packs		
	201-500 packs		
	501-800 packs		
OSCE Spillover Monitor Mission to Skopje	QTY in packs per order (1 pack =10 capsules)	Price in EUR per pack DDU Skopje, Former Yugoslav Republic of Macedonia	Delivery schedule DDU Skopje, Former Yugoslav Republic of Macedonia (in calendar days)
	1-50 packs		
	51-200 packs		
	201-500 packs		
	501-800 packs		
OSCE Office in Minsk	QTY in packs per order (1 pack =10 capsules)	Price in EUR per pack DDU Minsk, Belarus	Delivery schedule DDU Minsk, Belarus (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		
OSCE Mission to Moldova	QTY in packs per order (1 pack =10 capsules)	Price in EUR per pack DDU Chisinau, Moldova	Delivery schedule DDU Chisinau, Moldova (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		
OSCE Center in Almaty	QTY in packs per order (1 pack =10 capsules)	Price in EUR per pack DDU Almaty, Kazakhstan	Delivery schedule DDU Almaty, Kazakhstan (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		
OSCE Center in Ashgabad	QTY in packs per order (1 pack =10 capsules)	Price in EUR per pack DDU Ashgabad, Turkmenistan	Delivery schedule DDU Ashgabad, Turkmenistan (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		

OSCE Center in Bishkek	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Bishkek, Kyrgystan	Delivery schedule DDU Bishkek, Kyrgystan (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		
OSCE Center in Dushanbe	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Dushanbe, Tajikistan	Delivery schedule DDU Dushanbe, Tajikistan (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		
OSCE Mission to Serbia and Montenegro	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Belgrade, Serbia and Montenegro	Delivery schedule DDU Belgrade, Serbia and Montenegro (in calendar days)
	1-50 packs		
	51-200 packs		
	201-500 packs		
	501-800 packs		
OSCE Mission in Kosovo	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Pristina, Kosovo	Delivery schedule DDU Pristina, Kosovo (in calendar days)
	1-50 packs		
	51-200 packs		
	201-500 packs		
	501-800 packs		
	801-1500 packs		
	1501-3000 packs		
OSCE Mission to Georgia and PRCIO	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Tbilisi, Georgia	Delivery schedule DDU Tbilisi, Georgia (in calendar days)
	1-50 packs		
	51-200 packs		
	201-500 packs		
	501-800 packs		
	801-1500 packs		
Office for Democratic Institutions and Human Rights (ODIHR)	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Warsaw, Poland	Delivery schedule DDU Warsaw, Poland (in calendar days)
	1 – 20 packs		
	21- 50 packs		
	51-100 packs		
	101-200 packs		

OSCE Secretariat in Vienna	QTY in packs per order (1 pack = 10 capsules)	Price in EUR per pack DDU Vienna, Austria	Delivery schedule DDU Vienna, Austria (in calendar days)
	1-100 packs		
	101-300 packs		
	301-700 packs		
	701-1500 packs		
	1501-3000 packs		
	3001-6000 packs		
	6001-12000 packs		

Important Note: As this requirement is extremely urgent, high consideration will be given to those Bidders capable of delivering the items within the shortest possible delivery time. The OSCE reserves the rights to issue contract award to more than one Bidder in the event the quantities cannot be fully met by a single supplier.