

**RFP DOCUMENTS FOR
THE REQUEST FOR PROPOSAL FOR VM/SKODA-2007
MAINTENANCE OF SKODA VEHICLES**

RFP REFERENCE № VM/SKODA-2007

OSCE MISSION TO BOSNIA AND HERZEGOVINA

07-FEBRUARY-07



Organization for Security and Co-operation in Europe

Mission to Bosnia and Herzegovina

Date: 07/02/2007

Request for Proposal No. VM/SKODA-2007

The OSCE Mission to Bosnia and Herzegovina (hereinafter referred to as “the OSCE”) invites sealed proposals from eligible and qualified companies (hereinafter referred to as “the Vendors”) for **MAINTENANCE OF SKODA VEHICLES OF OSCE FLEET** (hereinafter referred to as “the Services”), according to the requirements as defined in the Technical Proposal and Financial Proposal, attached hereto.

The RFP Documents include:

Section I:	Information to Vendors
Section II:	Data Sheet
Section III:	Technical Proposal Standard Forms
Section IV:	Financial Proposal Standard Forms
Section V:	General Conditions of Contract (Services)

Proposals must be delivered to the OSCE to the following address: Fra Anđela Zvizdovića 1, Sarajevo 71000, on or before **23 February 2007, 12:00** hrs local time (CET).

Please note that proposals sent by fax or e-mail will not be accepted.

The purpose of this Request for Proposal is to enter into a service contract with the successful Vendor. The Services are expected to commence **01 March 2007**.

The OSCE General Conditions of Contract (to be viewed on www.osce.org/tenders/) shall apply to any contract/purchase order awarded as a result of this RFP.

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.

Further information and the RFP Documents can be obtained from the OSCE on the submission of written application at the address below.

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

Raymond Kenny

Chief of Procurement & Supply

Fra Anđela Zvizdovića 1, Sarajevo 71000, BiH

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SECTION I - INFORMATION TO VENDORS

<p>This section contains Information to Vendors (ITV) on the preparation and submission of Technical and Financial Proposals. Vendors should read these ITV in conjunction with the attached Data Sheet. The ITV and the attached Data Sheet do not form part of the final contract.</p>
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1. Introduction

- 1.1. The OSCE Mission/Institution named in the Data Sheet is inviting Vendors to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, in accordance with the method of selection specified in the Data Sheet required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.2. The Vendors 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, Vendors are encouraged to attend, at their own cost and risk, a pre-bid meeting, if one is specified in the Data Sheet. Attending the pre-bid meeting is optional. Minutes of the meeting, including questions raised and responses given, will be transmitted to all those that received these RFP Documents.
- 1.3. The OSCE requires that Vendors provide professional, objective, and impartial advice and technical assistance, 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. Vendors shall not be hired 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. Without limitation on the generality of ITC clause 1.3, Vendors 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 this particular assignment, 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 this particular assignment.
- 1.5. Vendors 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. Vendor's responsibilities

- 2.1. The Vendor is expected to examine all instructions, forms, terms, drawings 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 Vendor's risk and may result in the rejection of its Proposal.
- 2.2. The Vendor 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.

3. Clarification of RFP Documents

- 3.1. Vendors may request a clarification on any contents in the RFP Documents up to number of calendar days before the 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 an explanation of the query but without identifying the source of inquiry) to all invited Vendors who obtained the RFP Documents.

4. Amendments to RFP Documents

- 4.1. At any time before the deadline for the submission of Proposals, the OSCE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Vendor, amend the RFP Documents.
- 4.2. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Vendors and will be binding on them.
- 4.3. In order to provide Vendors reasonable time for incorporating such amendments of the RFP Documents into their Proposals, the OSCE may, at its discretion, extend the deadline for the submission of Proposals.

5. Language of Proposal

- 5.1. The Proposal prepared by the Vendor, as well as all correspondence and documents relating to the Proposal exchanged by the Vendor and the OSCE shall be written in English.

6. Preparation of Technical Proposal

- 6.1. In preparing the Technical Proposal, Vendors are expected to examine the RFP Documents in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 6.2. If a Vendor considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual firm(s), or expert(s) or entities in a joint venture or sub-consultancy, as appropriate. In the event of pre-qualification, Vendors must obtain the approval of the OSCE to enter into a joint venture with such firms, etc. Not originally invited/pre-qualified for this assignment. Proposals submitted by a joint venture of two or more firms as partners shall also comply with the following requirements: (i) the Proposal shall be signed by all partners; (ii) one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all partners; (iii) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge; and (iv) the partner or combination of partners responsible for specific components of the assignment must meet the relevant minimum qualification requirements for that component.
- 6.3. The Technical Proposal shall provide the following information using the attached Standard Forms (Section III):
- 6.4. Duly completed information on the Vendor's capabilities and capacities (Section III –B)
- 6.5. The Technical Proposal shall not include any financial information.

7. Preparation of Financial Proposal

- 7.1. In preparing the Financial Proposal, Vendors are expected to take into account the requirements and conditions outlined in the RFP Documents. The Financial Proposal should follow the standard forms contained in Section IV. It lists all costs associated with the assignment, including Labour Cost, Costs of Scheduled Maintenance, Costs of Spare Parts, and Towing Service. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 7.2. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the laws and regulations applicable at the location of the assignment, unless the Data Sheet specifies otherwise.

- 7.3. 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 specified in the Data Sheet past the deadline for submission of Proposals. The OSCE shall reject a Proposal valid for a shorter period on the grounds that it is substantially non-responsive.
- 8.2. During the period of validity, the Vendor is expected to keep available the professional staff proposed for the assignment. The OSCE will make its best effort to complete negotiations within this period.
- 8.3. In exceptional cases, the OSCE may solicit the Vendors' consent to an extension of the validity of the Proposals. The request and the responses thereto shall be made in writing. A Vendor 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 Vendor 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 Vendor intending to modify or withdraw its Proposal may notify the OSCE in writing by ordinary mail, cable, fax or by electronic mail, provided that a signed confirmation copy is submitted afterwards.
- 9.3. Any Vendor intending to modify or change any part in its Proposal shall do so by having a duly authorized representative of the Vendor 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 in the interval between the deadline for the submission of Proposals and the date of expiration of the validity of such Proposal.

10. Submission, Receipt and Opening of Proposals

- 10.1. 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 in the RFP Documents. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the Proposals.
- 10.2. An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 10.3. For each Proposal, the Vendor 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 governs.
- 10.4. 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 submission address and other information indicated in the Data Sheet and be clearly marked, "Do Not Open, Except in Presence of the Tender Opening Board."

- 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 will not assume any responsibility for any Proposal's misplacement or premature opening, if the inner and outer envelopes are unsealed and 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. From the time the Proposals are opened to the time the Contract is awarded, if any Vendor wishes to contact the OSCE on any matter related to its Proposal, it should do so in writing to the address indicated in the cover note of these RFP Documents. Any effort by the firm to influence the OSCE in the Proposal evaluation, Proposal comparison or Contract Award decisions may result in the rejection of the Vendor'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 point system specified in the Data Sheet. Each responsive 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 indicated in the Data Sheet. The Vendor cannot subsequently make any such substantially non-responsive Proposal responsive by correction of the non-conformity.
- 13.3. To ensure an orderly and objective examination, evaluation and comparison of all Technical Proposals, the OSCE may, at its discretion, ask any Vendor 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 Vendor to timely and duly respond to a request for clarification may result in the rejection of its Proposal.
- 13.4. In the case of Quality-Based Selection, Selection Based on Vendor's Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its Proposal and the Contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in ITC clause 10 and the Data Sheet.

14. Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)

- 14.1. After the evaluation of quality is completed, the Tender Opening Board shall proceed with the opening of the Financial Proposals.
- 14.2. The OSCE will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, such items will be quoted and added to the initial price), and correct any computational or arithmetical errors.
- 14.3. 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.
- 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. In case of QCBS, 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; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:

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

- 14.6. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 14.7. In the case of Fixed-Budget Selection, the OSCE will select the firm that submitted the highest ranked Technical Proposal within the budget ("evaluated" price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Procuring Entity will select the lowest Proposal ("evaluated" price) among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.

15. Negotiations

- 15.1. Upon determination of the selected firm, negotiations will be held with an aim to reach agreement on all points and to sign a contract.
- 15.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The OSCE and the firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then form part of the contract. Special attention will be paid to getting the most the firm can offer within the offer and to clearly defining the inputs required from the OSCE to ensure satisfactory implementation of the assignment.
- 15.3. The financial negotiations will include a clarification (if any) of the firm's tax liability in the country of assignment, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the Services.
- 15.4. Having selected the firm 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 experts named in the Proposal. Before contract negotiations, the OSCE will require assurances that the experts 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 staff were offered in the Proposal without confirming their availability, the firm may be disqualified.

- 15.5. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations, the OSCE and the firm will initial the agreed contract. 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 firm whose Proposal received the second highest score to negotiate a contract.

16. Contract Award

- 16.1. The contract will be awarded following negotiations, and in accordance with internal OSCE contract award approval procedures. After negotiations are completed Purchase Order signed, the OSCE will promptly notify the other Vendors whose technical scores exceeded the minimum technical score that they were unsuccessful and return the unopened Financial Proposals of those Vendors who did not pass the technical evaluation, in accordance with ITC clause 13.2.

17. Confidentiality

- 17.1. Information relating to evaluation of Proposals and recommendations concerning Contract Award shall not be disclosed to the Vendors 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 Vendors.

Information to Vendors		Amendment/Modification of relevant Clause in the Information to Vendors
Paragraph №	Paragraph Description.	
1.1	Name of OSCE Mission, Institution, Centre or Office	OSCE Mission to Bosnia and Herzegovina
1.1	Technical/Financial Proposal	Technical and Financial Proposals are requested: YES
1.1	Method of Selection	The method of selection is: Quality and Cost Based Selection (QCBS)
1.1	Subject of Assignment	Maintenance of OSCE SKODA fleet including service and repair.
1.2	Pre-Bid Meeting	A pre-bid meeting will be held: NO
3.1	Clarification of RFP Documents	Number of days is: 7
7.2	Local Taxes	This assignment is tax exempt
7.3	Currency	BAM
8.1	Validity of Proposal	Proposals must remain valid 30 calendar days past the deadline for the submission of Proposals.
10.3	Number of Copies	One (1) only
10.4	Address for Submission of Proposals	The Proposal submission address is: Raymond Kenny, Chief of Procurement & Supply Fra Anđela Zvizdovića 1, Sarajevo 71000, BiH
10.5	Deadline for the submission of Proposals	Proposals must be submitted no later than the following date and time: 23 February 2007, 12:00 CET
13.2	Evaluation Criteria	(i) Technical capabilities of the vendor i.e. SKODA accreditation / authorisation. 40
		(ii) Network of services 30
		(iii) Specific experience of the vendors related to the assignment 20
		(iv) Variety of services available 10
		Total Points: 100
		The minimum technical score required to pass: 70
14.5	Weights	The weights given to the Technical and Financial Proposals are: [T= 0.6, and F= 0.4]

Section III – TECHNICAL PROPOSAL – STANDARD FORMS

III-A. TECHNICAL PROPOSAL SUBMISSION FORM

III-B. VENDOR’S CAPACITIES

- **Short General Information about company’s activities.**
- **Vendor’s Financial Information (annual turnover)**
- **Vendor’s Experience (SKODA, other major clients))**
- **Technical Capabilities (describe workshops & training)**

Companies responding to this tender should complete Section III – A (Technical Proposal Submission Form) and Section III - B (Vendor’s Capacities) and return it as part of their tender, with references or any other relevant information.

Please make a note on the envelope: “TECHNICAL PROPOSAL” and “DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING BOARD.”

Section III – A

Technical Proposal Submission Form

_____,
Location

Date

To: OSCE Mission to Bosnia and Herzegovina

Dear Sir/Madam,

We, the undersigned, offer to provide the services for **Maintenance of SKODA fleet of OSCE** in accordance with your Request for Proposal **VM/SKODA-2007** dated **07 February 2007** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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:

Section III – B

Vendor'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. Address:	
3. Mailing Address:	
4. Telephone Number:	
5. Fax Number:	
6. E-mail Address:	
7. WWW Address:	
8. Contact Name:	
Contact Title:	
9. Parent Company, if Any (Full Legal Name):	
10. Type of Business:	
11. Year Established:	
12. Number of Staff Employed:	

Vendor's Financial Information

15. Annual Revenue for the last 2 years:	
Year	Total Revenue (EURO)
2006	
2005	
2004	

Vendor's Experience

16. Contracts of similar scale/volume during the last 2 years:			
Customer	Value in Euro	Year	Services Provided

Technical Capabilities

The OSCE vehicle fleet is comprised of **27 SKODA** vehicles of varying makes/models:
SKODA OCTAVIA 4x4 KOMBI 1.9 TDI. 27 vehicles (produced in 2007).

Service Locations

The OSCE has a head office and four Regional Centres (RCs). It is highly desirable to have service close to the RCs

Please indicate locations of the garage/company. and possible subcontractor:

- | | |
|-----|-------------------------------|
| (1) | Sarajevo (Highly Desirable) |
| (2) | Banja Luka (Highly Desirable) |
| (3) | Tuzla (Highly Desirable) |
| (4) | Mostar (Highly Desirable) |
| (5) | Other (Optional) |
| (6) | Other (Optional) |
| (7) | Other (Optional) |

Please answer “yes” or “no” on the following enquiries:

1. Number of Vehicles

(1) Does your company have, as a minimum, the capacity to service and repair all the vehicles located in at least one (1) of the locations of Sarajevo, Mostar, Banja Luka or Tuzla.	
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2. Capability of Potential Contractor(s)

(2) Is your workshop supported by qualified SKODA mechanics, technical equipment and genuine spare parts support?	
(3) Does your company have the capacity to carry out scheduled services of at least 2 vehicles per day regardless vehicle type?	
(4) Does your company have the capacity to carry out bodywork repairs and mechanical repairs and parts replacement above those required for scheduled services and arising as a result of accidents and/or malfunctions?	
(5) Does your company possess the full international standards quality certificate (ISO 9002)?	
(6) Does your company retain a stock supply of one (1) gearbox box and one (1) engine for SKODA OCTAVIA 4x4 KOMBI 1.9 TDi?	
(7) Is your company able to provide a repair cost estimate within one working day of a vehicle being delivered to the workshop?	
(8) Is your company capable of commencing such repairs within one working day of acceptance of cost estimate and finalising repairs within 10 working days?	

(9) Is your company capable to supply “gratis” a similar back up / replacement vehicles (courtesy vehicles) in lieu of a vehicle which is required to in the workshop for more than 10 days?	
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3. **Scheduled Service Interval:**

OSCE requires vehicles to be routinely serviced at every 15,000 km.

Is your company able to provide such scheduled services including the following features:

(10) Service in accordance with manufactures service manual specifications and standards;	
(11) Service completed within one working day of delivery to workshop;	
(12) Service prices fixed and to include costs for labour, lubricants, consumables and parts (oil, filters) to be replaced during the service interval. Such prices will be fixed for the duration of the contract (Mar to Dec 2007).	

4. **Towing Service**

OSCE requires potential contractors to have the capability to provide vehicle and passenger recovery should the need arise. Is your company able to provide:

(13) Recovery of vehicle and passengers from any location within BiH and outside BiH as required.	
(14) Prices to be fixed per kilometre and to include mechanics charges.	
(15) No call out fee and service to be available as required 24 hours a day, seven days per week.	
(16) Heavy vehicle recovery to be available on demand.	

Companies responding to this tender may make arrangements with a third party (subcontract) to provide these services. However all prices must remain fixed as stated in the potential contractors tender and the responsibility to provide these services lies with the company responding to this tender. OSCE will not enter into a separate contract with a third party.

5. **Spare parts**

OSCE shall accept only manufacturer’s genuine parts. No re-conditioned or compatible parts are acceptable.

(17) Is your company able to provide and install only manufacturer’s genuine parts in OSCE vehicles?	
(18) Would your company provide to OSCE the complete manufacturer’s genuine parts catalogue?	
(19) Please indicate delivery period for the parts that are not available from your stock, from any reason:	

6. **Tyres**

OSCE shall accept only tyres recommended by the manufacturer of a vehicle. No re-conditioned tyres are acceptable. OSCE shall accept only unused tyres, and not older than two (2) years from production date.

(20) Is your company able to provide and install unused tyres recommended by the manufacturer of a vehicle and not older than two (2) years from production date?	
(21) Is your company able to provide full installation and balancing of new tyres inclusive in the price of tyres?	

7. **Warranty.** As the OSCE is investing in NEW SKODA vehicles is mandatory that your company is qualified/certified to undertake work on behave of the Volkswagen Parent Company so that manufacturers warranty on these new vehicles remains intact. **Please provide evidence of SKODA certification.**

(22) Can you company provide a minimum twelve (12) months standard international warranty on the quality of workmanship and on any spare parts/consumables used for bodywork repairs and mechanical repairs not included in a scheduled service.	
→ If companies responding to this tender offer different warranty periods to those outlines above please indicate here:	
(23) Can you company provide for scheduled services a minimum six (6) months standard international warranty on the quality of workmanship and parts.	
→ If companies responding to this tender offer different warranty periods to those outlines above please indicate here:	

8. **Person of Contact**

(24) Can you company provide a person of contact dedicated to deal with all issues related to the maintenance of OSCE SKODA vehicles.	
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Section IV – FINANCIAL PROPOSAL – STANDARD FORMS

IV-A. FINANCIAL PROPOSAL SUBMISSION FORM

IV-B. GENERAL FINANCIAL CONDITIONS

IV-C. LABOUR COST

IV-D. COSTS OF SCHEDULED MAINTENANCE

IV-E. COSTS OF SPARE PARTS

IV-F. TOWING SERVICE

Companies responding to this tender should complete Section IV – A (Financial Proposal Submission Form); Section IV - C (Labour Cost); Section IV - D (Costs of Scheduled Maintenance); Section IV - E (Costs of Spare Parts); Section IV - F (Towing Service) return it as part of their tender, with references or any other relevant information.

Please make a note on the envelope: “FINANCIAL PROPOSAL” and “DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING BOARD.”

Section IV – A

Financial Proposal Submission Form

_____,
Location

_____,
Date

To: OSCE Mission to Bosnia and Herzegovina

Sir / Madam

We, the undersigned, offer to provide the services for **Maintenance of SKODA fleet of OSCE** in accordance with your Request for Proposal **VM/SKODA2007** dated **07 February 2007** and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is shown in the attached forms. 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 subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., 31 December 2007.

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: _____

Section IV – B

GENERAL FINANCIAL CONDITIONS

The contracted supplier(s) must provide by the 10th of every month a monthly invoice for all works carried out in the preceding month. Monthly payment will be effected by bank transfer, upon certification of the invoice by OSCE's Chief of Transport.

Companies should specify any **discount**, from the normal price, which they are willing to offer for this particular request. This particularly applies to companies who offer to service and repair vehicles in more than one (1) centre.

Please note that OSCE requires a fixed price for the costs of scheduled services on each type of vehicle. Please fill out the enclosed forms, outlining spare parts and liquids used. The quoted price will be applicable for the duration of any subsequent contract (i.e. Feb to Dec 2007).

Please note that the OSCE Mission to Bosnia and Herzegovina is exempt from all customs duties and taxes within Bosnia and Herzegovina and can upon request provide documentation for same. Companies are therefore requested to tender their offers without taxes.

The financial rules and regulations of OSCE Mission to Bosnia and Herzegovina preclude payment by letter of credit or payment in advance. Normal payment will be effected by bank transfer within 30 days after the delivery of services and receipt of monthly invoice.

Section IV – C
LABOUR COST

VENDOR: _____

Please indicate the labour cost for:

Type of Work	Fixed Cost (KM) exclude any taxes	Discount (%)	Net Cost (KM)
Mechanical			
Electrical			
Body Work			

SECTION IV – D COST OF SCHEDULED MAINTENANCE

Vendor: SKODA OCTAVIA 4x4 KOMBI 1.9 TDI

[illegible]

Section IV – E
Costs of Spare Parts

VENDOR: _____

Please indicate the cost of the spare parts for two types of vehicles, listed in the table below:

SKODA OCTAVIA 4x4 KOMBI 1.9 TDi

Spare Part Description / Opis djela	Catalogue Parts Number / Kataloski broj djela	Unit Price / Cjena po komadu (KM)
1. Battery/Akomulator		
2. Oil filter/Uljni filter		
3. Air filter/Filter zraka		
4. A/C Filter/Polen filter		
5. Fuel filter/Filter goriva		
6. Engine oil/Ulje za motor (Lit)		
7. Water pump/Vodena pumpa		
8. Timing belt/Zupcasti kais REP. SET		
9. Air flow mess/Mjerac protoka zraka		
10. Oil sump/Karter motora		
11. Belt altern&other/Klinasti kais		
12. Glow plug/Grijaci EACH		
13. Turbo charger / Turbo punjac		
14. AGR valve/AGR ventil		
15. Brake Pads Front/Disk plocice prednje		
16. Brake pad kit rear/Disk plocice zadnje		
17. Brake disc front/Disk prednji		
18. Brake disc rear/Disk zadnji		
19. Master brake cylinder/Glavni		
20. Ball joint L /Krajnica lijeva		

21. Ball joint R /Krajnica desna		
22. Shock absorber front/Amortizer prednji		
23. Shock absorber rear/Amortizer zadnji		
24. W. Bearing/Lezaj zadnjeg tocka		
25. Wheel bearing front/Lezaj prednjeg tocka		
26. Head lamp LH/Far lijevi		
27. Head lamp RH/Far desni		
28. Windscreen/Sofersajba		
29. Mirror LH Assy/Retrovizor lijevi STAKLO		
30. Mirror RH Assy/Retrovizor desni STAKLO		
31. Engine cover/Zastita motora		
32. Clutch plate/Lamela		
33. Clutch cover/Potisna ploca		
34. Clutch bearing/Druk lezaj		
35. Fly wheel/Zamajac		
36. Tire M+S ALL SEASON SP4 – EACH *		

NOTE (if any):

* The installation and balancing is included in the price of new tyres.

Section IV – F

Towing Service

OSCE requires potential contractors to have the capability to provide vehicle and passenger recovery should the need arise. Details as follows:

1. Recovery of vehicle and passengers from any location within BiH and outside BiH as required.
2. Prices to be fixed per kilometre and to include mechanics charges.
3. No call out fee and service to be available as required 24 hours a day, seven days per week.
4. Heavy vehicle recovery to be available on demand.

Companies responding to this tender may make arrangements with a third party (subcontract) to provide these services. However all prices must remain fixed as stated in the potential contractors tender and the responsibility to provide these services lies with the company responding to this tender. OSCE will not enter into a separate contract with a third party.

Please indicate the cost per service:

	Cost exclude PDV/ Taxes	Discount	Net Cost
SKODA OCTAVIA 4x4 KOMBI 1.9 TDi			

Cost Breakdown (Please indicate):

	Unit	Cost exclude PDV / Taxes	Discount	Net Cost
Towing	km			
Mechanic				

Please fill out blank fields optionally, if there is any other associated cost.



Organization for Security and Co-operation in Europe Mission to Bosnia and Herzegovina

Section V

GENERAL CONDITIONS OF CONTRACT (SERVICES)

The OSCE General Conditions of Contract applicable to any Purchase Order to be placed under this RFP can be viewed on the OSCE web-site (www.osce.org/tenders).

DEFINITIONS

1. In this Services Agreement as defined below, the words and expressions shall have the following meanings assigned to them, except where the context requires otherwise:
 - (a) "Services Agreement" means the present General Conditions of Services Agreement and the Purchase Order/Contract (whichever is applicable), to which they are attached; both documents form integral parts of the Services Agreement.
 - (b) "OSCE" means the OSCE Secretariat, the Office of the High Commissioner on National Minorities (HCNM), the Office of Democratic Institutions and Human Rights (ODIHR), the Office of the Representative on Freedom of the Media or the OSCE Missions, whichever is applicable. The OSCE Missions include OSCE Centres, Groups, Presence, Offices and any other field operations.
 - (c) "Contractor" means the natural or legal person named under "CONTRACTOR" in the Purchase Order/Contract and the legal successors in title to this natural or legal person.
 - (d) "The Work" means all the services to be provided, all the work to be performed by the Contractor under this Services Agreement as specified in the Purchase Order/Contract.
 - (e) "Work Site" means the locations (places) as specified in the Purchase Order/Contract, where the Work is to be performed.
 - (f) "Day" means a calendar day.
 - (g) "Party" means either the OSCE or the Contractor.
 - (h) "Time Limit" means the period of time between the commencement date and the completion date, as specified in the Purchase Order/Contract.
 - (i) "*Force Majeure*" means an exceptional event or circumstance, which is beyond a Party's control; which such Party could not have reasonably provided against before entering into the Services Agreement; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party, such as but not limited to acts of God, changes in laws or regulations, industrial disputes, acts of a public enemy, civil disturbance, explosions and any other similar cause of equivalent force.

CONCLUSION OF THE SERVICES AGREEMENT

2. This Services Agreement is made between the OSCE BiH, having its headquarters located at Fra Andela Zvizdovica 1, 7100 Sarajevo and the Contractor as specified in the Purchase Order/Contract.
3. This Services Agreement shall be concluded on the date the acknowledgement copy of the Purchase Order/Contract, duly countersigned by the Contractor, reaches the OSCE provided that the acknowledgement copy is received by the OSCE within three (3) days of sending out the Purchase Order/Contract to the Contractor, but not later than the commencement date, as specified in the Purchase Order/Contract.

PERFORMANCE OF WORK, COMMENCEMENT AND COMPLETION DATES

4. The Contractor shall perform the Work at the named locations as specified in the Purchase Order/Contract. The commencement and completion dates, as specified in the Purchase Order/Contract, shall be strictly adhered to. The Work, performed by the Contractor under this Services Agreement, shall fulfil all requirements, as specified in the Purchase order/Contract under Acceptance Criteria.
5. The Contractor's general responsibility includes all items necessary for the proper execution and completion of the Work.

6. The Work not expressly covered in the Purchase Order/Contract will not be required unless it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results.
7. The Contractor shall be responsible for the professional and technical competence of his personnel, assigned for the implementation of the Work under this Services Agreement. The Contractor shall select, for this purpose, sufficiently qualified and experienced personnel who shall effectively perform the Work.

PAYMENT

8. Unless otherwise stipulated in the Purchase Order/Contract, the OSCE shall make payment by electronic transfer within thirty (30) days of completion of the Work and certification that the Work fulfils all the Acceptance Criteria, as set forth in the Purchase Order/Contract, or of receipt of invoice by the OSCE, whichever is later. No payment shall be made by the OSCE to the Contractor, before certification by the duly authorised representative(s) of the OSCE that the Work fulfils all the Acceptance Criteria.
9. The price of the Work shall be as stated in the Purchase Order/Contract and may not be increased, except by express written agreement of the OSCE. The OSCE shall not pay any charge for late payments unless expressly agreed to in writing. Time, in connection with any cost discounts offered, shall be computed from the date of completion of the Work and certification that the Work fulfils all the Acceptance Criteria, as set forth in the Purchase Order/Contract, or the date of receipt of the invoice by the OSCE, whichever is the later.

TAX EXEMPTION

10. The Contractor's price shall reflect any tax exemption to which the OSCE is entitled by reason of the privileges that it enjoys. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the OSCE shall deduct the amount from the price specified in the Purchase Order/Contract. Payment of such corrected amount shall constitute full payment by the OSCE. In the event that any taxing authority refuses to recognise exemption from such taxes, the Contractor shall immediately consult with the OSCE to determine a mutually acceptable procedure for settling the amount involved.

EVALUATION OF THE PERFORMED WORK

11. The duly authorised representative(s) of the OSCE shall have the right, before payment, to evaluate the Work performed under this Services Agreement and to certify that it fulfils all the Acceptance Criteria, as specified in the Purchase Order/Contract. The Contractor shall provide all the necessary facilities for such an evaluation.
12. The OSCE may at its discretion issue a written waiver of the evaluation. Any evaluation carried out by representative(s) of the OSCE or any waiver thereof shall be without prejudice to other relevant provisions of this Services Agreement concerning obligations assumed by the Contractor, including technical specifications.

WARRANTY

13. The Contractor warrants for a period of one (1) year the quality of workmanship, equipment and materials used and that they will meet the required standards.
14. In the event of failure, the OSCE shall inform the Contractor, who shall under mutual agreement with the OSCE, either repair the defects or replace the item(s) in question at no additional cost.

INSURANCE

15. The Contractor shall provide and maintain insurance for an appropriate amount against public or third party liabilities for bodily injury or death, or property damage arising from any operations carried out by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or any subcontractor, or by anyone for whose acts any of them may be liable, in order to fulfil the obligations of this Services Agreement.
16. A copy of the insurance certificate, acceptable to the OSCE, shall be filed with the OSCE within three (3) days of the receipt of the countersigned copy of the Purchase Order/Contract, but not later than the commencement date, as specified in the Purchase Order/Contract. The insurance certificate may not be cancelled or allowed to expire until after the completion of the Work and

certification that the Work fulfils all the Acceptance Criteria, as set forth in the Purchase Order/Contract.

DEFAULT AND DAMAGES

17. In case the Contractor fails, due to reasons attributable to him/her, or refuses:
 - (a) to fulfil any or all of the obligations under this Services Agreement,
 - (b) to comply with any or all of the terms and conditions set out in this Services Agreement, or
 - (c) to fulfil any or all of the obligations under this Services Agreement within the Time Limit, as specified in the Purchase Order/Contract, the OSCE shall hold the Contractor in default under this Services Agreement.
18. When the Contractor is thus in default, the OSCE may, by written notice to the Contractor, terminate this Services Agreement as a whole or such part or parts thereof, in respect of which the Contractor is in default, with immediate effect.
19. Alternatively to Clause 18 above, when the Contractor is thus in default, the OSCE may, at its own discretion, set a reasonable period of time for the Contractor to remedy the failure and fulfil his/her obligations. The set reasonable period of time and the new completion date shall be specified in a written amendment to this Services Agreement, duly countersigned by the Contractor and sent to the OSCE Procurement Services Section.
20. If the set reasonable period of time results in a later completion date than that specified in the Purchase Order/Contract, the OSCE may, at its discretion, impose penalties upon the Contractor, calculated in accordance of Clause 24 for each day following the completion date specified in the Purchase Order/Contract.
21. If the Contractor does not remedy the failure and fulfil his/her obligations within the set reasonable period of time accorded under Clause 19, then the OSCE may, by written notice to the Contractor, upon expiration of the set reasonable period of time, terminate this Services Agreement, with immediate effect.
22. Upon termination of this Services Agreement, as a whole or such part or parts thereof, in respect of which the Contractor is in default, the OSCE may engage another contractor to perform the required Work and recover the difference in price from the Contractor in default.
23. The Contractor shall indemnify the OSCE for all losses, charges, costs and expenses, which the OSCE may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor.

PENALTIES

24. If, in accordance of Clause 20, the Contractor is obliged to pay penalties, such penalties shall amount to zero point five percent (0.5%) of the total Services Agreement price, as specified in the Purchase Order/Contract, for each day following the completion date specified in the Purchase Order/Contract, but not more than a maximum of ten percent (10%) of the total Services Agreement price. The penalties for the delay shall be deducted by OSCE from the sum due to be paid by the Contractor, as specified in the Purchase Order/Contract.

DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

25. If the Contractor is delayed at any time in the progress of the Work by any act or omission of the OSCE, or by any of its employees, or by any separate contractor(s) employed by the OSCE, or by changes ordered in the Work, or any causes beyond the Contractor's reasonable control, or by any other cause, which the OSCE determines may justify the delay, then the time for completion of the Work shall be extended for such reasonable period of time as the OSCE and the Contractor mutually determine. The set reasonable period of time and the new completion date shall be specified in a written amendment to this Services Agreement, duly countersigned by the Contractor and sent to the OSCE Procurement Services Section.

FORCE MAJEURE

26. As soon as possible after the occurrence of the *force majeure*, and within not more than three (3) days, the Contractor shall give notice and full particulars in writing to the OSCE of such *force majeure*. If the Contractor is thereby rendered unable, wholly or in part, to meet his obligations under this Services Agreement, the OSCE shall have, and may exercise, the right to terminate

this Services Agreement by giving fifteen (15) days notice in writing to the Contractor or such shorter period of notice as may be appropriate in view of the nature of the Work to be performed

INDEMNITY

27. The Contractor shall indemnify, hold and save harmless and defend at his own expense the OSCE, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or his employees, agents or subcontractors in the performance of this Services Agreement.
28. This condition shall extend to claims or liabilities in the nature of workmen's compensation and to claims and liabilities arising out of the use of patented inventions or devices.

ASSIGNMENT

29. The Contractor shall not assign, transfer, pledge or make other disposition of this Services Agreement or any part thereof or of any of the Contractor's rights, claims or obligations under this Services Agreement except with the prior written consent of the OSCE.
30. In the event that the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of the OSCE for all subcontractors.
31. The approval of the OSCE of a subcontractor shall not relieve the Contractor of any of its obligations under this Services Agreement. The terms of any subcontract shall be subject to and in conformity with the provisions of this Services Agreement.

INSOLVENCY AND BANKRUPTCY

32. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the OSCE may with immediate effect, without prejudice to any other right or remedy, suspend the performance of Contractor's obligations or terminate this Services Agreement with immediate effect by giving the Contractor written notice thereof.
33. Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the OSCE may, without prejudice to any other right or remedy, terminate this Services Agreement with immediate effect by giving the Contractor written notice thereof.

CANCELLATION

34. The OSCE shall have the right to cancel this Services Agreement or any of the provisions thereof at any time by serving a three (3) days notice to the Contractor. In the event of cancellation, the Contractor may charge the OSCE for reasonable costs or expenses incurred by him up to the time of such cancellation. Such expenses will only be paid by the OSCE on production by the Contractor of supporting evidence to the satisfaction of the OSCE.

WAIVER

35. No waiver of any breach of this Services Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Services Agreement shall be taken and construed as cumulative, i.e. in addition to every other remedy provided herein or by law.

ADVERTISING

36. Unless authorised in writing by the OSCE, the Contractor shall not advertise or otherwise make public the fact that he is performing Work or has performed Work for the OSCE. The Contractor shall not use the name, emblem or official seal of the OSCE or any abbreviation of the names of the OSCE for advertising or for any other promotional purpose.

DISCRETION

37. The Contractor is required to exercise utmost discretion in all matters relating to this Services Agreement. Unless required in connection with the performance of this Services Agreement or specifically authorised by the OSCE, the Contractor shall not communicate at any time to any person, Government or authority external to the OSCE any information, which has not been made public and which is known to him by reason of his association with the OSCE. The Contractor shall not, at any time, use such information to private advantage. These obligations

do not lapse upon completion of performance under this Services Agreement or termination of this Services Agreement by the OSCE.

NOTICE

38. Any notice given in connection with this Services Agreement shall be given in writing and shall be deemed to be validly given if sent by registered mail, by fax or by cable to the other Party at the following address or fax number:
- (a) For the OSCE: Fra Andela Zvizdovica 1, 71000 Srajevo.
 - (b) For the Contractor: As set out in the Purchase Order/Contract under "CONTRACTOR".
39. The language to be used for all notices is English.

STAFF MEMBERS NOT TO BENEFIT

40. The Contractor shall not admit any staff member of the OSCE to any direct or indirect benefit arising from this Services Agreement or the award thereof. The Contractor agrees that breach of this provision shall constitute a fundamental breach of this Services Agreement.

BANK GUARANTEE

41. When specifically requested by the OSCE, a bank guarantee in a form and from a bank acceptable to the OSCE and for an amount to be prescribed by the OSCE shall be obtained by the Contractor at his expense and deposited with the OSCE together with the countersigned copy of the Purchase Order/Contract.
42. In the event of any loss, damage and/or extra costs incurred by the OSCE by reason of the Contractor's negligence or failure to carry out the terms and conditions of this Services Agreement or of any part thereof, that part of any such loss, damage and/or extra costs which is represented by the full or by any lesser amount of such bank guarantee shall be immediately and initially reimbursable to the OSCE from such bank guarantee without prejudice to its right to hold the Contractor liable for the full amount of such loss, damage and/or extra costs.
43. The bank guarantee shall be valid for a period of not less than 30 days after the date, on which the Work shall be completed, as specified in the Purchase Order/Contract.
44. If an additional period of time for the completion of the Work is given in accordance to Clause 19, then the bank guarantee shall be extended for such a period of time as to be valid for a period of not less than 30 days after the new completion date as specified in the written amendment to this Services Agreement.

GOVERNING LAW

45. This Services Agreement shall be governed by and construed in accordance with the laws of BiH.

SETTLEMENT OF DISPUTES

46. Any dispute, controversy or claim arising out of or in relation to this Services Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. The appointing authority shall be the International Chamber of Commerce. The number of arbitrators shall be one (1). The place of arbitration shall be Vienna, Austria. The language to be used in the arbitration proceedings shall be English. The decision of the Arbitrator shall be final and binding to the Parties.

PRIVILEGES AND IMMUNITIES

47. Nothing contained in this Services Agreement shall be deemed a waiver of the privileges and immunities, which the OSCE enjoys.

AMENDMENTS

48. No modification to this Services Agreement shall be valid unless mutually agreed between the Parties and confirmed by a written amendment signed by their authorised representative(s).

VALIDITY

49. The invalidity in whole or part of any condition of this Services Agreement or clause thereof shall not affect the validity of the remainder of such condition or clause.

