

REQUEST FOR QUOTATION Ref. No.
RFQ/SEC/692878/2024

BIDDING DOCUMENTS FOR

Provision of Atlassian Confluence Hosting and Support to the OSCE

January 2024

The Organization for Security and Cooperation in Europe (OSCE) require a provider of Hosting and Support Services for the Atlassian Confluence collaboration software (Data Center edition). The OSCE uses Confluence as the software platform for an external collaboration website known as “OSCE Communities” (<https://communities.osce.org>). The Confluence-based OSCE Communities website has been running since 2018, and serves as an online collaboration tool for many OSCE projects and initiatives. The initial term of the planned Contract is three (3) years with a subsequent two (2) years extension period subject to funds availability, need of service, and Contractor’s performance, as per the attached Terms of Reference (Annex 1).

Therefore, we invite interested companies to submit a quotation.

SUMMARY:

Request for Quotation Ref. No.:	RFQ/SEC/692878/2024
Publication Date:	10 January 2024
Subject / Description:	Provision of Atlassian Confluence Hosting and Support to the OSCE
Clarifications	Bidders who want to seek clarifications related to this RFQ shall submit their written request to olga.driga@osce.org
Deadline for submitting /Closing Date and Time:	26 January 2024 at 12:00 CET
Deadline for request for clarification:	19 January 2024 at 17:00 CET
Price terms / Currency	Prices shall be quoted in EUR excluding VAT
Payment terms	30 days net
Offer Validity Duration minimum:	60 days
Quotation delivery address:	Electronically, to the e-mail address: tenders-AT@osce.org
	<i>Vendors who are not registered with OSCE need to complete the Vendor Registration Form https://procurement.osce.org/vendor-registration and to submit it together with supporting documents (copy of business registration).</i>

Bidding documents include:	INSTRUCTIONS TO BIDDERS ANNEX 1 _ TERMS OF REFERENCE (TOR) ANNEX 2 _ TECHNICAL COMPLIANCE FORMS FORM 1 _ LETTER OF COMPLIANCE WITH THE REQUIREMENTS OF THE TERMS OF REFERENCE FORM 2 _ RELEVANT SERVICES CARRIED OUT IN THE LAST THREE YEARS THAT BEST ILLUSTRATE QUALIFICATIONS ANNEX 3 _ FINANCIAL QUOTATION FORM ANNEX 4 _ DRAFT CONTRACT
The OSCE does not bind itself to accept the lowest or any other offer and is not under any obligation to inform any Bidder of the reasons for non-acceptance of a Quotation.	
Any Contract or Purchase Order will be subject to the OSCE General Conditions of Contract, which can be viewed at https://procurement.osce.org/key-procurement-documents .	

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

1.1 Throughout this Request for Quotation and any resulting Contract, unless the context otherwise requires, the following definitions shall apply:

- (a) **"Closing Date"** means the time and the date referred to in the RFQ summary, which is the deadline for submission of Quotation.
- (b) **"Request for Quotation"** means the invitation to participate in this RFQ and comprises all the RFQ documents referred to in the RFQ summary.
- (c) **"Quotation / Bid"** means the submissions made by Bidders in response to the Request for Quotation.
- (d) **"Quotation / Price"** means the total price stated in the Price breakdown form for the provision of the services required under this Request for Quotation.
- (e) **"Bidders"** means the companies invited to submit Quotation to provide the services required under this Request for Quotation.
- (f) **"OSCE"** means the OSCE Secretariat with its seat in Vienna, Austria.
- (g) All other terms referred to in this Request for Quotation shall have the same meanings as those used later in the Contract / Purchase order.

2. SUBMISSION OF QUOTATION

2.1 Quotations must be delivered only electronically, to the email address tenders-AT@osce.org.

With the following email subject line:

RFQ/SEC/692878/2024 – Provision of Atlassian Confluence Hosting and Support to the OSCE

2.2 The following documents / information has to be included in the submitted quotation, otherwise the offer is liable to be disqualified at the OSCE's discretion:

- a. Completed and duly signed Vendor Registration Form to be downloaded from <http://www.osce.org/procurement/74772>
- b. Copy of the Bidder's registration document/license or certificate of incorporation issued by the competent authority (no need to be translated in English)
- c. Item by item commentary demonstrating substantial responsiveness to the mandatory requirements set in Annex 1 - Terms of Reference (**use FORM 1**)
- d. Bidder's profile/portfolio, including information that supports how the Bidder meets the requirements regarding past experience (**use FORM 2**);
- e. Completed Annex 3_ **FINANCIAL QUOTATION FORM**, submitted with the quotation as separate document.

2.3 Bidders may submit other documents/information in addition to those specifically listed under Line 2.2 in support of their Quotation.

2.4 Quotations submitted after the Closing Date shall be disqualified.

2.5 Bidders shall bear all costs associated with the preparation and submission of their Quotation. The OSCE will in no case be responsible or liable for any such costs, regardless of the conduct or outcome of the Bidding process.

3. LANGUAGE

3.1 Quotations and all supporting technical data as well as all documentation submitted as part of the Quotation must be written or properly translated into the English language, except where this is not needed and will be explicitly written so in brackets. Bidders, which will not comply with this requirement, are liable to be disqualified.

4. ACCEPTANCE OF QUOTATION

4.1 The OSCE shall be under no obligation to accept the lowest or any Quotation.

4.2 This RFQ does not commit the OSCE to consider any Quotation or to award a contract or to pay any costs incurred in the preparation or submission of the Quotation, or to procure any services from any Bidder.

4.3 This RFQ contains no contractual offer of any kind. Any Quotation submitted will be regarded as an offer by the Bidder and not as acceptance by the Bidder of any offer by the OSCE. No contractual relationship exists, except pursuant to a purchase order or contract document signed by the authorized representatives of both parties. The OSCE reserves the right to reject any or all Quotation received in response to this RFQ or to negotiate with any of the Bidders or other firms in any manner deemed to be in the best interest of the OSCE.

4.5 The OSCE is not under any obligation to inform any Bidder of the reasons for non- acceptance of a Quotation.

5. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

5.1 All Intellectual Property reflected or subsisting in the information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Bidders pursuant to this RFQ by or on behalf of the OSCE belong to the OSCE or third parties as the case may be.

5.2 Quotation and all enclosed documents, plans, drawing, materials or other items submitted by Bidders in response to this Request for Quotation shall become the property of the OSCE.

6. QUOTATION PRICE AND SERVICES TAX

6.1 Before submitting any Quotation, Bidders must ensure the correctness and sufficiency of their Quotation Price for the execution and complete provision of all goods and/or services required under this Request for Quotation.

6.2 The Quotation Price set out in Annex 3 shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Terms of Reference in full. This is so regardless of whether such goods and/or services have actually been listed or priced in any breakdown of the Quotation Price or in any other part of the Quotation. The price of anything not specifically listed or priced shall be deemed to have been included in the other price(s) actually set out in the Quotation.

6.3 The Quotation Price must EXCLUDE any Value Added Taxes ("VAT") chargeable for the supply of goods and/or services required under this Request for Quotation.

7. CLARIFICATIONS

7.1 If the OSCE sends a written notice to any Bidder to clarify any aspect of their Quotation, the Bidder concerned must provide full and comprehensive response within 5 working days of the date of the written notice. For the avoidance of doubt, this may include the request for the submission for missing documents or information that may be required by the OSCE for this Quotation provided that no Bidder shall, in any case, be permitted to amend the proposed Quotation Price already submitted.

8. CONFIDENTIALITY

8.1 Except with the consent in writing of the OSCE, Bidders shall not disclose to any third parties, this Request for Quotation, the provisions of the Quotation Documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Bidders pursuant to this Request for Quotation by or on behalf of the OSCE.

9. NOTIFICATION

9.1 OSCE will strive to inform all participating Bidders on the outcome of this RFQ in due time.

10. GENERAL

10.1 In submitting a Quotation, the Bidder accepts in full and without restrictions the requirements of this RFQ and the OSCE General Conditions of Contract (Services), as the sole basis of this tender process, and waives their own conditions of sale, whatever they may be. The Bidder's business practices shall be in accordance with the principles set out in the OSCE Supplier's Code of Conduct available on www.osce.org/procurement.

ANNEX 1 - Terms of Reference

Terms of Reference (ToR) for the Provision of Atlassian Confluence Hosting and Support to the OSCE

Background

The Organization for Security and Co-operation in Europe (OSCE) is the world's largest security-oriented intergovernmental organization. Its mandate includes issues such as arms control and the promotion of human rights, freedom of the press, and fair elections. It employs around 2,500 people, mostly in its Field Operations but also in its Secretariat in Vienna, Austria and its Institutions; please visit www.osce.org for more information about the OSCE and its work.

1. Objective

The objective of this Request for Quotation (RFQ) is to establish a Contract with a provider of Hosting and Support Services for the **Atlassian Confluence** collaboration software (Data Center edition) (hereinafter referred to as the “Services”).

The OSCE uses Confluence as the software platform for an external collaboration website known as “OSCE Communities” (<https://communities.osce.org>). The Confluence-based OSCE Communities website has been running since 2018, and serves as an online collaboration tool for many OSCE projects and initiatives. It allows OSCE staff and external counterparts to create and share content related to topics like the prevention of human trafficking, gender issues, arms control, policing, human rights and others. At the current time, the Communities website contains 35 active Confluence Spaces, 1453 pages, 6618 attachments, 990 active user accounts, and 15 GB of Confluence content (database and files). Most users are external to the OSCE. Future expansion of the Communities website is expected.

The OSCE does not operate the external-facing Communities website on its own internal ICT infrastructure, and instead engages an external vendor to provide hosting and support of the Confluence software. The OSCE has its own Atlassian Data Center edition licenses for the Confluence software, and is not using the Atlassian Cloud version of Confluence for this service.

The new Contract will support the ongoing availability of the OSCE Communities website. The initial term of the planned Contract is three (3) years with a subsequent two (2) years extension period subject to funds availability, need of service, and the Contractor’s performance.

2. Scope of Services

1. Atlassian Confluence hosting (Data Centre Edition). The OSCE will provide the necessary Atlassian licenses;
2. Separate production and non-production instances of Confluence;
3. Regular updates and timely security patches to the Confluence software and all technical dependencies;
4. Established procedures for change management, backup and restore, disaster recovery, incident management (including security incidents), and service request management. Reliable provision

of these IT service management functions according to a defined Service Level Agreement (SLA);

5. Technical support (service desk) services for the Confluence software available by telephone and email during OSCE Secretariat business hours. An online issue tracking/ticketing system shall be used for recording and tracking OSCE service requests and incidents.
6. Custom TLS certificate installation, HTTPS only access;
7. Support for the migration of the existing OSCE Communities Confluence website from the current hosting provider, including all user accounts, spaces, configuration, branding, and data.
8. Optional provision of Atlassian Confluence consultancy services.

3. Expected output and performance indicators

1. Adherence to Table No. 1 – Mandatory Requirements (Pass/Fail Criteria).
2. Adherence to Table No. 2 – Checklist of Special Conditions for the Procurement of Cloud/External Hosting Services;
3. A defined Service Level Agreement (SLA) covering all service management targets and metrics, including website availability, website performance, backup and recovery RPO and RTO, and target response and resolution times for ticket handling.
4. Evaluation and reporting on the Services provided to the OSCE on a monthly basis. At the end of each month a summary report for the previous month shall be provided to the OSCE, which shall include:
 - A list of all new, open, and closed incidents and service requests including the issue type, description, severity, response time, resolution time, and resolution. A report within the vendor ticketing system is preferred.
 - A list of all upgrades and patches applied to the Confluence service and its dependencies.
 - A list of any deviations from the SLA targets for the various service management procedures.
 - A list of any unpatched security vulnerabilities affecting the service.
 - Statistics on Confluence service usage.

ANNEX 2 - TECHNICAL COMPLIANCE FORMS

FORM 1_LETTER OF COMPLIANCE WITH THE REQUIREMENTS OF THE TERMS OF REFERENCE

The Bidder shall provide:

- Item-by-item commentary on the Terms of Reference demonstrating responsiveness to the requirements;

The information on this table shall form an integral part of the technical evaluation.

Bidders should avoid simply writing ‘comply’ without providing further information or evidence to support the claim, as this will not generally reflect well in the evaluation. Reference can be made to annexes or other material in the Quotation.

Table No. 1 – Mandatory Requirements (Pass/Fail Criteria)

No.	Mandatory Requirement	Bidder Action Required	Bidder’s Response <i>Please tick whichever is applicable</i>		Bidder’s Clarification
			“Yes”	“No”	
1.	Bidder must have at least three years of experience in providing Atlassian Confluence hosting, including maintenance and support.	<i>Please confirm and provide evidence</i>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	The hosting platform shall support separate production and non-production Confluence instances with the same configuration and patch levels.	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	

No.	Mandatory Requirement	Bidder Action Required	Bidder's Response <i>Please tick whichever is applicable</i>		Bidder's Clarification
3.	<p>The hosting platform for the production instance of the OSCE's Confluence website must be capable of serving at least 20 simultaneous users, unlimited total user accounts, unlimited Spaces/Pages, and up to 100 GB of Confluence content.</p> <p>The non-production instance may have more limited resources than the production instance, and should be capable of serving 5 concurrent users.</p>	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	The production hosting platform must provide an average Confluence web page response time of 2 seconds or less under normal load levels.	<i>Please confirm</i>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	The production hosting platform must provide 99.5% uptime/availability of the Confluence website (24/7/365). Planned production downtime for maintenance purposes must be agreed with the OSCE in advance.	<i>Please confirm</i>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	A service monitoring solution must be in place that the vendor will use to monitor and report upon the availability and performance of the service.	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	The hosting platform must support the installation of a custom TLS certificate (i.e., communities.osce.org) and the Confluence website must be configured to be https-only.	<i>Please confirm</i>	<input type="checkbox"/>	<input type="checkbox"/>	

No.	Mandatory Requirement	Bidder Action Required	Bidder's Response <i>Please tick whichever is applicable</i>		Bidder's Clarification
8.	A change management procedure for upgrading/patching the Confluence software and all hosting platform dependencies (including operating system, web server, and database) must be defined and adhered to. High-severity security vulnerabilities must be patched within 1 working day. Confluence version updates must be applied within 2 weeks, subject to OSCE testing and approval.	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Changes carried out by the vendor including software upgrades and security patches shall be tested in the non-production instance and approved by the OSCE before deployment to the production instance.	<i>Please confirm</i>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	A backup and recovery service for the Confluence website must be provided (all content, configuration, and data). At minimum daily, weekly, monthly, and yearly backups shall be retained. Backups shall be taken before applying patches to the system.	<i>Please confirm and provide details (including RTO and RPO)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	An offsite disaster recovery solution for the Confluence website must be provided.	<i>Please confirm and provide details (including RTO and RPO)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Technical support (service desk) services must be available via telephone, email at least during the business hours of the OSCE Secretariat in Vienna, Austria (Monday - Friday, 09:00-18:00 CET).	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	

No.	Mandatory Requirement	Bidder Action Required	Bidder's Response <i>Please tick whichever is applicable</i>		Bidder's Clarification
13.	A secure, online issue tracking website shall be used for recording and tracking all Incidents and Service Requests reported by the OSCE. The OSCE must be able to access the issue tracking system at any time to log tickets, and view the status of existing tickets.	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Established procedures for Incident and Service Request management must be defined and adhered to. These procedures must include targets for response and resolution times based on the severity/priority of incidents and service requests.	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	
15.	A specific Security Incident Response procedure for the Confluence service and all dependencies must be defined and adhered to. The OSCE must be informed promptly of any security incident detected by the vendor, and the OSCE's Cyber Incident Response Team (CIRT) must be consulted with as part of the response and resolution activities.	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	
16.	<p>The bidder shall be able to support the migration/import of Atlassian Confluence content and add-ons from the existing provider. The OSCE will provide a full XML export of the existing Confluence database, a copy of the /home directory, and a copy of the server.xml file to be used for a standard migration as described on the Atlassian website:</p> <p>https://confluence.atlassian.com/doc/migrating-confluence-between-servers-184150.html</p> <p>https://confluence.atlassian.com/doc/migrating-to-another-database-148867.html</p>	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	

No.	Mandatory Requirement	Bidder Action Required	Bidder's Response <i>Please tick whichever is applicable</i>		Bidder's Clarification
17.	Evaluation and reporting on the services provided to the OSCE must take place on a monthly basis, as per the specification in the section "Expected output and performance indicators".	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	The Contractor meets the requirements of the EU General Data Protection Regulation (GDPR) for proper handling of personal data.	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	
19.	The SLA responds to the requirements set out in the ToR	<i>Please confirm and provide details</i>	<input type="checkbox"/>	<input type="checkbox"/>	

Table No. 2 – Checklist of Special Conditions for the Procurement of Cloud/External Hosting Services

The table below lists the OSCE's Special Conditions for the Procurement of Cloud/External Hosting Services. Bidders shall provide an indication of compliance for each condition. Should Bidders be unable to fully comply with a condition, an assessment will be made by the OSCE of any risk presented to the OSCE of this exception.

No.	Summary	Bidders Response			Bidder Explanation/Comment
		Yes	No	Partially	
2a, 2b	Servers are located in a country/countries where the privileges and immunities of the OSCE are recognized (currently Austria, Czech Republic, Germany, Hungary, Italy, the Netherlands, Poland and Slovakia). Specify the hosting location(s) in the response.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3a	The Contractor acknowledges that the OSCE is an international organization and enjoys privileges and immunities within the meaning of international law and applicable agreements between the OSCE and its participating States. OSCE data is immune from search, requisition, confiscation, expropriation and any form of interference, whether by executive, administrative, judicial or legislative action.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3b	OSCE data shall only be located in countries identified in 2a; OSCE data will be segregated to the fullest extent possible; data protection and compliance measures shall be in place.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3c (i - iii)	If permitted by applicable law, the Contractor shall notify the OSCE of any disclosure request for OSCE data from a Competent Legal Authority, and shall inform the Competent Legal Authority of OSCE privileges and immunities;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

No.	Summary	Bidders Response			Bidder Explanation/Comment
		Yes	No	Partially	
3c (iv)	The Contractor shall ensure that its activities and those of its subsidiaries, branches, affiliated entities and sub-contractors do not pose a material risk to the inviolability of OSCE data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3d	The Contractor will implement, maintain and use protective measures to secure the confidentiality, integrity and availability of all OSCE data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3e (i)	OSCE data transferred through public channels shall be encrypted using methods approved by the OSCE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3e (ii)	Multifactor authentication shall be used if the service is accessible from outside the OSCE network. If multifactor authentication is not feasible, access to the cloud service and OSCE data shall be restricted solely to the OSCE's internal network (e.g., via VPN or network whitelisting).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3e (iii)	The Contractor shall comply with common security standards such as FedRamp, SSAE 16 SOC 2, and ISO 27001.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3e (iv)	The OSCE shall be notified in advance of any proposed changes to security controls.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4a	All data shall remain the exclusive property of the OSCE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4b	The Contractor is granted a limited nonexclusive license to use OSCE data solely for the purpose of performing its contractual obligations. The contractor shall ensure that no OSCE data is accessed by anyone other than users authorised by the OSCE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4c	The contractor shall treat all OSCE data as confidential and shall deliver OSCE data only to duly authorized representatives of the OSCE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

No.	Summary	Bidders Response			Bidder Explanation/Comment
		Yes	No	Partially	
4d	The Contractor shall maintain an audit trail documenting all access to OSCE data, and will provide the audit trail on demand to the OSCE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4e	The Contractor will not use any OSCE data for the benefit of the Contractor or any third party and, in particular, will not engage in “data mining” without written OSCE authorisation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4f	The OSCE retains the right to use the Services to access and retrieve, at any time and in the OSCE's sole discretion, any OSCE data stored on the Contractor's infrastructure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4g	The Contractor will ensure that its representatives who access OSCE data are subject to background screenings, receive training, and have appropriate qualifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5a	The Contractor shall notify the OSCE within two hours of the discovery of a Data Compromise, and keep the OSCE informed of mitigating and corrective actions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5b	The Contractor, at its sole cost and expense, shall mitigate, correct and remedy any Data Compromise and restore OSCE access to services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5c	The Contractor, at its sole cost and expense, shall cooperate fully with the OSCE's response to any Data Compromise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5d	The Contractor shall not provide notice of any Data Compromise directly to any third party, without prior authorization from the OSCE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6a	The Contractor will retain all OSCE Data until the expiration of an agreed time period. User access logs shall be retained for a minimum of 90 days.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

No.	Summary	Bidders Response			Bidder Explanation/Comment
		Yes	No	Partially	
6b	The Contractor will regularly backup OSCE Data, retain backups for at least 90 days, and will destroy or transmit backup copies at OSCE request.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7a	At contract expiration or termination, the Contractor will transmit a backup copy of all data to the OSCE in readable format, and will securely remove all Data as well as all logs from the Contractor's servers, networks and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7b	Impending cessation of the Contractor's business shall be notified to the OSCE with no less than 90 days of notice. The Contractor will fully implement its contingency and/or exit plans, including destruction or transfer of OSCE Data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8a	The Contractor, at its sole cost and expense, shall provide disaster recovery Services to the OSCE and the End Users.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8b	In the event of an outage of Services, the Contractor will refund or credit the OSCE, at the OSCE's election, the pro-rated amount of fees under this Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8c	The Contractor will provide the OSCE with no less than seven (7) days prior written notice of any services downtime due to nonemergency scheduled maintenance, and immediate notice of any unscheduled downtime.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8d	The OSCE may at any time suspend or terminate an End User's access to the Services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9a, 9b, 9c	The Contractor represents and warrants to the OSCE appropriate Services Warranty, Disabling Code Warranty, and Intellectual Property Warranty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

No.	Summary	Bidders Response			Bidder Explanation/Comment
		Yes	No	Partially	
10a	The Contractor shall pay the OSCE for losses incurred due to a breach of its data security obligations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10b	The Contractor shall take out technology, data protection, cyber liability and professional liability insurance covering liabilities for financial loss resulting or arising from acts, errors or omissions in connection with the performance of this Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11a	The Contractor shall answer queries from the OSCE Office of Internal Oversight and cooperate with any OSCE investigation or other oversight activity concerning this Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11b	Upon the OSCE's request, the Contractor shall provide a SOC 2 (Type II) Report on the Security, Availability, Processing Integrity, Confidentiality and Privacy on the Contractor's systems and processes issued by an independent auditor. Weaknesses identified in a qualified Audit report shall be resolved within 90 days.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12	In accordance with Article 15 of the OSCE General Conditions of Contract, the Contractor shall obtain the OSCE's written consent prior to sub-contracting under this Contract, and shall solely be responsible for the administration and performance of the Services by any and all subcontractors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**FORM 2 _ RELEVANT SERVICES CARRIED OUT IN THE LAST THREE YEARS THAT BEST ILLUSTRATE
QUALIFICATIONS**

Note to Bidders: *Using the form below, the Bidder should provide information on the assignments for which its firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted during the past five years.*

Name of Your Client:

Country/Location:

Assignment Name:

Narrative Description of Project:

Start Date (Month/Year): Completion Date (Month/Year): Approx. Value of Assignment (EUR):

Description of Services provided by Your Firm:

Description of Actual Services Provided by Your Staff:

Name of Associated Firms, if any:

Date and place

Name, Title and Signature

ANNEX 3 - FINANCIAL QUOTATION FORM

Date: *[Bidder to insert location and date]*

RFQ No: 692878

Note to Bidders: The Bidder shall fill in and submit this Financial Quotation Submission Form. Bidders are allowed to propose other licensing modalities or financial offers.

To: The OSCE Procurement unit

Respected:

We, the undersigned, offer to provide the following services

Provision of Atlassian Confluence Hosting and Support to the OSCE

in accordance with your Request for Quotation No. 692878 dated 10 January 2024.

We are hereby submitting our Financial Quotation, as follows:

For the items required - for the sum of *[Bidder to insert amount in words and figures]*:

No.	Service	Price per month, EUR VAT-free	Annual cost (12 months), EUR VAT-free
1.	Confluence hosting and support as per the ToR	_____	_____
2.	Migration of Confluence content from existing provider	_____	_____
3.	Any additional services (please specify)	_____	_____

Price for on Demand Confluence Consultancy Services (optional)

The OSCE may wish to engage the service provider on an on-demand basis to work on additional Atlassian Confluence technical activities that are not in the scope of the ToR above.

Examples of such work might include design of a custom-branded Confluence Space using Themes, selection and integration of Add-Ons, API-based integrations, design of page templates, or the development of custom screens and actions. The OSCE makes no commitment to use these on-demand services. For the purposes of providing pricing, bidders can assume a maximum of 6 (six) days per year of on-demand consultancy services.

No.	Service	On-site Assistance Price (Vienna, Austria) Price*, EUR VAT-free	Remote Assistance Price*, EUR VAT-free
1.	Project Manager	_____	_____
2.	Atlassian Confluence Architect/Analyst	_____	_____
3.	Atlassian Confluence Developer, Admin	_____	_____
4.	Any additional services (please specify)	_____	_____

Kindly indicate in your price for additional services the following information: on-site/remote; per hour/8-hour working day, etc.

We have read and accept the OSCE General Conditions of Contract as well as detailed “Instructions to Bidders – Request for Quotation.

Delivery time: _____

Payment terms: 30 days net

Validity of offer (60 days minimum): _____

We, confirm to comply with any and all eligibility requirements specified ToR. We also confirm that any and all information provided on the Qualification Form attached hereto and being an integral part of this Quotation is correct and truly reflects our experience, qualifications and capacities.

We accept and agree that the General Conditions of Contract contained in the Solicitation Documents will apply to any contract resulting from this bidding exercise.

We understand you are not bound to accept any Quotation that you receive, and that you reserve the right to accept or reject any Quotation and to cancel the bidding process and reject all Quotations at any time prior to the award of contract, without thereby incurring any liability whatsoever.

I certify that the pricing offered does not exceed selling prices to other customers for the same or substantially similar items and/or services for comparable quantities under similar terms and conditions.

Date and place

Name, Title and Signature

ANNEX 4 - DRAFT CONTRACT

(Sample)

CONTRACT № IRMA-Generated or Other Number

between the

ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE

Name of Executive Structure

and

FULL LEGAL NAME OF CONTRACTOR

(if applicable, d/b/a name and/or English translation)

for the

**TITLE OF ITB, RFQ OR RFQ / CONCISE DESCRIPTION OF
GOODS OR SERVICES**

The Contract comprises X (word) pages of text and Y (word) Annexes, A through B.

This Contract (the “Contract”) is made between the

Organization for Security and Co-operation in Europe (the “OSCE”), represented by the **Name of Executive Structure**, located at **Street Address, Postal Code and City, Full Country Name**, of the first part, and

Full Legal Name of Contractor (and if applicable, d/b/a name and/or English translation) (the “Contractor”), having its **registered address** at **Street Address, Postal Code and City, Full Country Name**, of the second part,

each referred to separately as a “Party” and jointly as the “Parties.”

WHEREAS:

- A. The OSCE **Name of Executive Structure** wishes to engage a vendor of **Describe the Goods or Services in general terms**;
- B. With this aim, on **Day Month Year** the OSCE **Name of Executive Structure** issued **Number of ITB, RFQ or RFQ**, for the “**Title of ITB, RFQ or RFQ**” (hereinafter, the “**Solicitation Document**”);
- C. In response to the Solicitation Document, **Full Legal Name of Contractor** submitted a **bid / Quotation / quotation** dated **Day Month Year** (hereinafter, the “**Offer**”);
- D. The **Name of Executive Structure** and **Full Legal Name of Contractor** have come to a common understanding of the scope, price and other relevant aspects of the Deliverables to be provided; and
- E. **Full Legal Name of Contractor** has reconfirmed that it possesses the required knowledge, capacities, skills, facilities and personnel to provide the Deliverables in accordance with, and to enter into, the Contract;

NOW, THEREFORE, the Parties conclude this Contract as follows:

1. Definitions

Throughout this Contract, unless the context requires otherwise words and terms used in the GCC shall be modified or supplemented as follows:

- i) “Business Day” means any Day from Monday to Friday, inclusive, excluding OSCE holidays, of which the Contractor will be informed reasonably in advance.
- ii) “Delivery Term” means **DAP Place/Port Name of Executive Structure (INCOTERMS 2010)**.
- iii) “Key Personnel” means **Give the Name(s)**.

iv) "PO" means a duly signed and stamped Purchase Order through which this Local Window Contract is implemented;

v) "Services" mean all the services referred in the Terms of Reference.

2. Object of the Contract, Scope of Services

2.1. This Contract sets forth the terms and conditions for the provision of [Services in accordance with the Terms of Reference set out in Annex A, on a non-exclusive and an 'as and when required' basis.](#)

2.2. The Contractor understands and agrees that the Services are business critical for the OSCE and accordingly shall at all times use its best efforts to ensure that the Services meet or exceed the requirements set out in the Solicitation Document and rendered according to the requirements of the Terms of Reference and the Contractor's Offer.

3. Contract Documents and Order of Precedence

3.1. The Contractor has studied and is familiar with all documents comprising the Contract, of which the annexes and documents incorporated by way of reference form an integral part. In the event of any discrepancy, [except as indicated in Article 3.1/Articles 3.1 and 3.2](#) the document to prevail shall be determined in the following order:

- a. This Contract document;
- b. The OSCE General Conditions of Contract ([Services](#)), 2011 Rev. 2 (hereinafter, the "**GCS**"), available at www.osce.org/procurement, which are incorporated into this Contract by way of reference;
- c. The Solicitation Document, which is incorporated into this Contract by way of reference;
- d. Annex A – [Technical Specifications / Terms of Reference](#);
- e. Annex B – [Price Schedule](#);
- f. Annex C - Service Level Agreement; and
- g. Any remaining pages of the Offer that are not reprinted in the annexes and any written clarification notes exchanged between the [Name of Executive Structure](#) and the Contractor with respect to the subject matter of this Contract, which are incorporated by way of reference.

4. Effective Date and Duration

4.1. The Contract shall become effective on the date of countersignature and, unless terminated earlier, shall remain valid for a period of [X \(word\) Days/weeks/months/years](#) / through [Date Month Year](#). The optional extensions will be implemented through a written notification to the Contractor by the OSCE in advance of the expiry of the Contract.

4.2. The Contract shall expire automatically without the need for advance notice by either Party.

4.3. This contractual period and all other periods specified in the Contract are calculated in calendar days.

4.4. This Contract shall become and remain effective only on the condition that the OSCE Secretary General issues a budget allotment or a provisional budget allotment pertaining to the Services to be provided under this Contract.

4.5. The OSCE shall have no obligation to purchase any minimum quantity of the Services from the Contractor and the OSCE shall retain the right to obtain Services of the same kind, quality and quantity described in the Contract from any other source at any time.

5. Prices

5.1. The prices payable by the OSCE under this Contract (the “Prices”) shall be as set forth in the enclosed Annex B – Price Schedule. All payments shall be made in EUR, exclusive of VAT.

5.2. The Prices shall be firm and fixed for the duration of the Contract and shall be subject to upward adjustment only upon the written agreement of the OSCE, however, the Parties agree on occasionally revising the unit prices downwards, by agreeing on discounts or other cost reductions throughout the duration of the Contract.

5.3. All other optional costs related to consultancy services (if any) are included in the price of an actual order.

6. Payment

6.1. Services shall only be provided upon the execution of a countersigned Purchase Order, which shall clearly set forth the specifics of the services provided in terms of quantities and other specifics, any significant related information and the total corresponding costs.

6.2. The Services shall be requested through the Purchase Order Procedure.

6.3. Electronic invoices shall reference this Contract number, any Purchase order number issued in relation to the order, and be sent to:

Accounts-at@osce.org

6.4. Payments shall be transferred by the [Name of Executive Structure](#) / OSCE into the following bank account of the Contractor:

Account Holder: [complete](#)

Name of Bank: [complete](#)

Address of Bank ([optional](#)): [complete if necessary](#)

Account Number ([EUR](#)): [complete](#)

BIC/IBAN: [complete](#)

7. Notices

7.1. All communications relating to this Contract shall be addressed in writing as follows:

For the OSCE: [Mr./Ms. Name of HAF](#), Chief of Fund Administration Unit, [Name of Executive Structure](#), [Street Address](#), [Postal Code and City](#), [Full Country Name](#); Email: [Specify](#); Fax: [+\(Country Code-City Code\) Number](#).

For the Contractor: Mr./Ms. Name of Focal Point, Title of Focal Point, Street Address, Postal Code and City, Full Country Name; Email: Specify; Fax: +(Country Code-City Code) Number.

7.2. All technical questions relating to this Contract shall be addressed in writing as follows:

For the OSCE: Mr./Ms. Name of Focal Point, Title of Focal Point, Name of Executive Structure, Street Address, Postal Code and City, Full Country Name; Email: Specify; Fax: +(Country Code-City Code) Number.

For the Contractor: Mr./Ms. Name of Focal Point, Title of Focal Point, Street Address, Postal Code and City, Full Country Name; Email: Specify; Fax: +(Country Code-City Code) Number.

8. Termination for Convenience

8.1. The OSCE shall have the right to terminate the Contract for convenience at any time, in whole or in part, by serving a 30 (thirty) Day written notice to the Contractor.

8.2. In the event of any other cause of termination, Art. 34-36 of the above mentioned GCC apply.

9. Contractor's Representations and Warranties

9.1 The Contractor further represents and warrants that it is competent to render the Services and that it has the necessary capacities, permits and qualifications, including knowledge, certifications, skills and personnel.

9.2 The Services shall be rendered in accordance with the RFQ and the Contractor's Offer.

10. OSCE Privileges and Immunities

Nothing in or relating to the Contract shall be deemed, or interpreted as a waiver of the privileges and immunities enjoyed by the OSCE.

11. Governing Law

The Contract shall be governed by, and construed in accordance with, the substantive laws of the Republic of Austria.

12. Settlement of Disputes

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or its interpretation. Any dispute, controversy or claim arising out of or in relation to the Contract shall be settled through negotiations between the Parties. If the Parties fail to settle the dispute amicably within sixty (60) Days of commencement of the negotiations, the dispute shall be settled through arbitration. Arbitration shall be performed in accordance with the UNCITRAL arbitration rules. One (1) sole arbitrator shall be appointed who shall have full powers to make final and binding decisions. The appointing authority shall be the Permanent Court of Arbitration at The Hague. The place of arbitration shall be Vienna and the language used in the arbitration proceedings shall be English.

13. Miscellaneous

13.1. All personnel provided by the Contractor shall be deemed, for purposes of the Contract, to be employees of the Contractor, and not agents, servants or employees of the OSCE.

13.2. The invalidity or unenforceability in whole or part of any condition of the Contract shall not affect the validity or enforceability of the remaining conditions thereof.

IN WITNESS WHEREOF, the Parties have executed this Contract in 2 (two) original copies in City, Full Country Name in the English language, which shall be equally valid for all legal purposes.

for the Contractor Signed and Sealed by _____ Name of Authorized Signatory, Title of Authorized Signatory	for the Name of Executive Structure Signed and Sealed by _____ Name of HAF, Chief of Fund Administration
Street Address of Contractor Postal Code and City Full Country Name	Street Address of Executive Structure Postal Code and City Full Country Name
Date _____	Date _____