

Tirana, 12/02/2021

**INVITATION TO TENDER**

**For:**

**“The provision of consultancy services to develop the Procurement Manual for Regional Youth Cooperation Office (RYCO)”**

This is an invitation to tender for the above-mentioned consultancy service contract. Please find enclosed the following documents, which constitute the **Tender Dossier**:

1. **Contract notice**
2. **Instructions to tenderers**
3. **Draft contract**
4. **Terms of reference**
5. **Service tender submission form** (*To be submitted by the tenderer as the standard application form using the template provided Annex I)*
6. **Financial offer form** (*To be submitted by the tenderer as the financial offer using the template provided Annex II*)

We look forward to receiving your tender, which has to be sent no later than the submission deadline at the e mail address specified in the instructions to tenderers.

By submitting a tender, you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the contracting authority sends it to the electronic address you referred to in your offer.

 Head of Contracting Authority

 Djuro Blanusa

 Secretary General

**A: SERVICE CONTRACT NOTICE**

1. **Contract title:** “For the provision of consultancy services to develop the Procurement Manual for Regional Youth Cooperation Office (RYCO)”.
2. **Work - base:** Both on-site[[1]](#footnote-1) visits in RYCO HO, Tirana, Albania and remotely.
3. **Procedure:**  Open procedure.
4. **Financing:** Ministry of Foreign Affairs of Poland.
5. **Contracting authority:**  Regional Youth Cooperation Office (RYCO).

**CONTRACT SPECIFICATION**

1. **Nature of contract:**  Global price.
2. **Contract description:** In the framework of unification, harmonization, facilitation and adaptation of procurement procedures, RYCO is seeking a relevant expertise/consultancy for developing the internal Manual of Procurement procedures. that will be applied in the frame of RYCO’s procurement activity. The procurement regulatory frame, reflected in the manual should be harmonized with RYCO Statute, Financial Regulations, donor’s rules on procurement, and best practices. A detailed description of this assignment is provided in the respective Terms of Reference, part D of this Tender dossier.
3. **Number and titles of lots:** Sole lot.
4. **Maximum budget:** 8,000 EUR.

**CONDITIONS OF PARTICIPATION**

1. **Eligibility:** Participation in tendering is open on equal terms to individual consultant, team of consultants or legal entities, regardless of nationality.
2. **Number of tenders:**  No more than one tender can be submitted by a tenderer participating either on their own or as member of a consortium. In the event that a tenderer submits more than one tender, all tenders in which the eligible entity has participated will be excluded.
3. **Grounds for exclusion:** As part of the tender, tenderers must submit a signed and stamped declaration, included in the tender submission form, to the effect that they are not in any of the exclusion situations.
4. **Sub-contracting:**  Subcontracting is not allowed.

**PROVISIONAL TIMETABLE**

**14. Provisional commencement date of the contract:**  March 2021.

**15. Duration and time-frame:** Maximum 20 working days, indicatively distributed between March 2021 and the end of May 2021.

**Note:** The assignment is expected to require both on-site[[2]](#footnote-2) visits in RYCO HO and remote support.

**SELECTION AND AWARD CRITERIA**

**16. Selection criteria:** The following selection criteria will be applied to candidates.

* General Qualifications (education, trainings and qualifications)
* University degree in Law, Economics, Public Administration or equivalent relevant professional experience.
* Adequacy for the assignment
* At least 5 years of experience acquired in the context of procurement activity, including tendering, contract, financial management and legal issues;
* At least 2 similar professional experiences to this assignment;
* Relevant proven professional experience in drafting legal documents/ guidelines/ manual of procedures;
* Experience acquired in the context of the EU external programmes supporting Western Balkans 6, implemented in accordance with Practical Guide (PRAG Rules)
* Knowledge of Procurement rules and procedures for the European Union external actions – A;
* Knowledge of other international procurement rules will be considered an asset;
* Specific criteria for the assignment
* Fluency in written and spoken English;
* Good analytical and drafting skills;
* Good communication and presentation skills.

**17. Award criteria**: Best price-quality ratio.

**TENDERING**

**18. Deadline for receipt of tenders: 02/03/2021, 17h00.**

**19. Tender format and details to be provided**: Tenders must be submitted using the standard tender form provided in this tender dossier. To prepare their tender, Tenderers must strictly follow all the instructions indicated at “*Instructions to Tender*” part of this tender dossier.

**20. How tenders may be submitted**: Tenders must be submitted in English exclusively to the contracting authority: **Regional Youth Cooperation Office (RYCO)** and be sent to the following email address:

procurement@rycowb.org

* Tenders submitted by any other means will not be considered.
* By submitting a tender tenderers accept to receive notification of the outcome of the procedure by electronic means.

**21. Alteration or withdrawal of tenders:**  Tenderers may alter or withdraw their tenders by e mail notification referring to the above given email address prior to the deadline for submission of tenders. No tender may be altered after this deadline.

**22. Operational language:** All communications for this tender procedure and contract must be in English.

**23.****Offer validity period:** The offer validity period is 90 (ninety) days from the deadline for submission of tenders.

**24. Legal basis:**

 - Statute of the Regional Youth Cooperation Office

 - RYCO’s Rules for Procurement

**B: INSTRUCTIONS TO TENDERERS**

**Contract title:** “For the provision of consultancy services to develop the Procurement Manual for Regional Youth Cooperation Office (RYCO)”

**Financing :** Ministry of Foreign Affairs of Poland

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, draft contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. The services required by the Contracting Authority are described in the terms of reference (part D of the tender dossier) and form an integral part of the Contract.
2. **Timetable**

|  |  |  |
| --- | --- | --- |
|  |  **DEADLINE** | **TIME\*** |
| **Deadline for requesting clarification from the contracting authority** | **Up to 5 (five) working days before the deadline for submission of tenders** | **17:00** |
| **Last date for the contracting authority to issue clarification** | **Up to 2 (two) working days before the deadline for submission of tenders**  | **17:00**  |
| **Deadline for submitting tenders** |  **02/03/2021** |  **17:00** |

**\*** All times are in the time zone of the country of the contracting authority

1. **Participation, qualification and subcontracting**
2. Participation in tendering is open on equal terms to individual consultant, team of consultants or legal entities, regardless of nationality.
3. Qualification: Upon meeting the selection criteria.
4. Subcontracting is not allowed.
5. **Content of tender**

The tender must comprise of a Technical offer and a Financial offer.

**4.1. Technical offer**

The technical offer must include the following documents:

1. **Tender submission form according the template given in the tender dossier (ANNEX I of the tender dossier), including:**
2. **“STATEMENT”,**
3. **“DECLARATION ON HONOUR ON EXCLUSION CRITERIA”,**
4. **“FINANCIAL IDENTIFICATION FORM”**

 ***\**** *The above mentioned form to be completed signed and stamped (if applicable) by the tenderers.*

**2. The evidences to support the selection criteria** set in the Terms of Reference as follows:

* Certificate of registration or incorporation (In case the applicant is a legal entity/ Company);
* Company profile/CV; (In case the applicant is a legal entity/ Company);
* List of the key experts to be engaged in this assignment and their respective CVs (In case the applicant is a legal entity/ Company);
* CV / CV(s) (In case the applicant is an individual or team of Consultants).
* Letter of expression of interest, indicating the understanding of the mission and relevant skills for this assignment, including the relevant experience on procurement and international projects according PRAG Rules.
* At least two reference letters for similar contracts;
* Methodology and working plan;
* The annual turnover for the past 2 (two) years; (in case the applicant is a legal entity/Company)
* Agreement of entering in a consortium/ cooperation agreement between candidates (if applicable)

**4.2. Financial offer**

The Financial offer, must be presented as an amount in Euro and must be submitted using the template of Annex II of this tender dossier.

1. *Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is 8 000 EUR. Payments under this contract will be made in the currency of the tender.*
2. *In the financial offer submitted by the tenderers all applicable taxes must be included.*
3. *All costs of travel and logistics should be included in the financial offer.*

**Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be in English.**

Supporting documents furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

Failure to fulfil the requirements of this clauses will constitute an irregularity and may result in rejection of the tender.

*All documentary proof as well as forms, statements and declarations comprising technical offer and financial offer must be scanned copies of the originals.*

*Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender.*

1. **Additional information before the deadline for submitting tenders**

The tender dossier should be clear enough to avoid tenderers having to request additional information during the procedure. If the contracting authority, either on its own initiative or in response to a request for clarification from a tenderer, provides to the requester additional information on the tender dossier, it must make available such information for all the potential tenderers by publishing it as an Additional information to the respective tender dossier no later than the deadline set for requesting clarifications.

Tenderers may submit questions to the following email address:

* procurement@rycowb.org **up to 5 (five) working days before the deadline for submission of tenders expires, specifying the contract title.**

The contracting authority has no obligation to provide clarification after this date.

The contracting authority must respond to request for clarifications **at the latest 2 (two) working days after receiving them.**

Any tenderer seeking to arrange individual meetings with the contracting authority concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting or site visit is foreseen.

1. **Submission of tenders**

Tenders must be sent to the contracting authority withinthe given deadline in point 2 “Timetable” of Instructions to tender. They must include the requested documents specified on clause 4 above and be sent to the following email address :

procurement@rycowb.org

* Tenders submitted by any other means will not be considered.
* All tenders submitted after the above given deadline shall be rejected.
1. **Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by e mail referring to the above given email address prior to the deadline for submitting tenders. The subject of the email must be ‘Amendment….’ or ‘Withdrawal…’ as appropriate. Tenders may not be amended after this deadline.

1. **Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer.

1. **Ownership of tenders**

The contracting authority retains ownership of all tenders received under this tendering procedure.

1. **Offer validity period**

The offer validity period is 90 (ninety) days from the deadline for submission of tenders.

1. **Evaluation of tenders**

11.1 **Examination of the administrative conformity of tenders**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer’s obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation report.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

**11.2 Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

**11.3. Evaluation of financial offers**

Upon completion of the technical evaluation the financial offers will be evaluated in accordance with the award criteria. Financial offers exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

Any arithmetical errors are corrected without penalty to the tenderer such that if there is a discrepancy between the amount in figures and in words, the amount in words will be the amount taken into account;

Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

**11.4. Choice of selected tenderer**

The most economically advantageous tender is the technically compliant tender with the best price-quality ratio, determined by the results of the technical and financial evaluation in accordance with the weighting on a 80/20 basis, as per the following grid:

|  |  |  |
| --- | --- | --- |
|  | Methodology | 40 |
| Technical offer  | Max points  | General Qualifications (education, trainings and qualifications) | 10 |
| Adequacy for the Project, including professional experience  | 40 |
|  | Specific criteria for the assignment  | 10 |

|  |  |  |
| --- | --- | --- |
| Financial offer | Max points  | 100 |

**11.5 Confidentiality**

The entire evaluation procedure forms the time of receipt of the tenders is confidential, subject to the contracting authority’s regulation on access to documents. The evaluation committee’s decisions are collective and its deliberations are held in closed session. The evaluation reports and written records are for official use only and may be not communicated to the tenderers.

1. **Ethics clauses / Corruptive practices**
2. Absence of conflict of interest

 The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender.

b) Respect for human rights as well as environmental legislation and core labour standards

 The tenderer and its staff must comply with human rights and applicable data protection rules. In particular, and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

c) Unusual commercial expenses

 Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract

d) Breach of obligations, irregularities or fraud

 The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

e) Anti-corruption and anti-bribery

 The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The Contractor Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

1. **Signature of contract(s)**

**13.1. Notification of award**

The successful tenderer will be informed by electronic means that its tender has been accepted. The successful tenderer shall then re- confirm availability or unavailability within 2 days from the date of the notification of award.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means, including an indication of the reason. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer.

**13.2. Signature of the contract(s)/ Implementation of the service**

 After the expiry of the appeal period (in cases when no appeals have been submitted) or after the end of appeal process if the award decision has not been subject to changes deriving from appeal process. the Contracting Authority will invite the successful tenderer to sign the contract.

Failure of the selected tenderer to comply with this requirement and/or availability may constitute grounds for annulling the decision to award the contract. In this event, the contracting authority may decide to award the contract to the second place ranked tenderer or cancel the tender procedure.

Should the Contracting Authority learn that a tenderer has confirmed the availability and signed the contract although the tenderer has deliberately concealed the fact of unavailability for the start of the assignment, the Contracting Authority may decide to terminate the contract

1. **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation.

Cancellation may occur, for example, where:

* the tender procedure has been unsuccessful, i.e. no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
* exceptional circumstances or force majeure render normal performance of the contract impossible;
* all technically acceptable tenders exceed the financial resources available;
* there have been breach of obligations, irregularities or frauds in the procedure, in particular if they have prevented fair competition.

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

1. **Appeals**

Tenderers believing that they have been harmed by an error or irregularity allegedly committed as part of a selection procedure or that the procedure was vitiated by any maladministration may file a complaint, which should be sent electronically to the Contracting Authority, at the same e mail address tenders were submitted, ***up to 3 (working) days after receiving evaluation results.*** The Contracting Authority should respond to the tenderer by electronic means too at the latest **2 (two) working days** after receiving the compliant. In such cases the potential claimant shall be informed of the characteristics and relative advantages of the successful tender(s) and the contract value. However, certain information may be withheld where its release, would be contrary to data protection, or would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them.

**C: DRAFT CONTRACT**

**FOR**

**“THE PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT**

**OF THE MANUAL OF PROCUREMENT PROCEDURES”**

This Service contract,the “Contract*”*, is signed on month/day/2021 and is entered into by and between:

1. **The Regional Youth Cooperation Office (RYCO),** duly established and organized under the laws of the Republic of Albanian, under registration number L71911452J having its registered address and Head Office at Rruga “Skenderbej”, 8/2/2 in Tirana, Albania, legally represented by Secretary General, Mr. Djuro Blanusa, adult, with full legal capacity to act, hereinafter referred to as “*RYCO*” or the “*Contracting authority*”

*on the one part*

And

1. a) --------------------------a company incorporated under the laws of ----------, having its registered office in ---(insert *address full address*) --, registered with the unique registration number -----------------, legally represented for the purposes of the signature of this Contract by M/Mrs (*name surname*), (*Administrator, CEO*), adult, with full legal capacity to act, referred to “*Service Provider*”

Or

1. *In case of an individual*)

(*Name surname*), born on month/date/year, in City/ Country, bearer of ID/passport no.\_\_\_\_\_\_\_\_\_\_\_, having its registered address (*insert address*), adult, with full legal capacity to act, referred to “*Service Provider”*

*on the other part,*

Hereinafter referred to individually as the “Party” and collectively the “Parties” to this Contract.

By signing this Contract, the *Service Provider* confirms that s/he has read, understood and accepted the Contract and all its obligations and conditions.

**Preamble**

This Contract is financed by the Donation arrangement signed on October 29th, 2019, by and between the Ministry of Foreign Affairs of Poland and RYCO, as amended.

**Article 1**

**Subject of the Contract**

The subject of the Contract is the development of RYCO’s internal manual for procurement procedures.

**Article 2**

**Scope of Work**

The Service provider shall be mainly in charge to perform the following:

1. Engage in preparatory meetings with RYCO staff, followed with an appropriate desk research of relevant documents and deliver an inception report outlining:
2. preliminary findings, questions and recommendations for RYCO, and;
3. final suggested work plan;
4. Develop the manual of Procurement Procedures which should include:
5. All the types of procurement methods for each type of contract (supply, service, consultancy), in compliance with RYCO’s Statute, Financial Regulations, donor’s rules on procurement and best practices;
6. Clear explanations for different service contracts, those related to intellectual work (training, consultancy, studies, etc.) with other services not including intellectual work and determining the adequate procurement modality to follow for each typology;
7. Annexes of the Manual of Procurement Procedures with the appropriate templates for each type of contract (supply, service, consultancy services), including but not limited to Terms of Reference, Purchase requests form, Tender dossier composition and relevant templates, administrative compliance grid and evaluation grid, evaluation reports template, notification letters template etc.;
8. Contract templates for types of contract (global based/ fee based);
9. Provide the draft Manual of Procurement Procedures, so that the relevant RYCO’s officials can review it and provide their evaluation and comments regarding the tendering, evaluation, contracting and financial management procedures;
10. Revision of the draft Manual of Procurement Procedures based on RYCO’s internal feedback and submission of the final consolidated version.
11. After the completion and certification of the final draft of the Manual of Procurement Procedures, conduct training sessions with the key persons/staff within RYCO involved in procurement activity.

**Article 3**

**Deliverables**

The Service provider shall provide the following deliverables:

* 1. The preliminary finding, questions and recommendations for RYCO, and the final suggested work plan;
	2. The draft Manual of Procurement Procedures (including annexes and templates);
	3. The final version of the Manual of Procurement Procedures (including annexes and templates);
	4. Provide a detailed training work plan (agenda, training materials such as PowerPoint presentation as well 1-2 pages’ summary of the Manual of Procurement Procedures)
1. The service provider shall submit all reports and timesheets, in English, to the Action team and to RYCO’s Secretariat.

**Article 4**

**Working Arrangements and Timeline**

1. The present Contract shall enter into force on month/day/2021 and shall be in force until month/day 2021.
2. The total number of working days cannot exceed 20 (twenty) days.
3. The Service provider cannot, under any circumstances, start work before the date on which this Contract enters into force.

**Article 5**

**Rights and Obligations of the Service Provider**

1. The Service Provider has to devote its full working capacity in the performance of the duties and tasks under this Contract, and must abstain from anything which may jeopardize RYCO’s interests or reputation.
2. The Service Provider is liable for any damage that may be caused due to the quality of Services provided to RYCO during the term of the present Contract.
3. The Service provider shall have sole responsibility for the staff who execute the tasks under this Contract.
4. During the effective term as well as after the termination the present Contract, the Service Provider shall not disclose before third persons and not use (except in connection with its obligations under this Contract) any of RYCO’s confidential and proprietary information, obtained from or relating to RYCO and Project, that come into its possession or to its knowledge in the course of the work and not use them for other purposes than those connected with the present Contract.
5. The Service provider is expected to perform his/her tasks both on-site, in RYCO’s Head Office, as well as remotely.
6. Violation of the provisions set in this Article by the Service Provider shall be deemed severe violation of the service commitment and might result in the immediate dissolution of the Contract and/or indemnification as designated by RYCO.

**Article 6**

**Rights and Obligations of RYCO**

1. RYCO shall:
2. provide the necessary support and guidance in order for the Service provider to achieve the services under this Contract,
3. monitor the performance and quality of work of the Service provider;
4. communicate on a regular basis with the Service provider
5. RYCO reserves the right, at its sole discretion, to intervene, review or make any changes to the services to be performed by the Service provider, at any time, as may be necessary. The Service provider shall accept any such changes or revisions and comply with the new requirements presented by RYCO within the set deadlines.

**Article 7**

**Price of Contract and Payments Modality**

1. The total amount dedicated to the execution of this Contract is [*insert amount in number and letters*] euro gross.
2. The Contracting authority will execute the payment in 1 (one) single instalment, after the final certification of the assignment completion from RYCO’s responsible person/structure and within 15 (fifteen) days upon submission of the invoice.
3. RYCO shall disburse the payment, in EUR, to the following bank account:
	* 1. *Bank account holder name:*
		2. *Bank name:*
		3. *Address of the bank:*
		4. *IBAN:*
		5. *SWIFT:*
4. The Service provider must make a request for the execution of the payment.
5. The Contracting authority may at any point suspend the payment deadline if a request for payment cannot be processed because it does not comply with the Contract’s provisions. The Contracting authority must formally notify the Service provider of the suspension and the reasons for it.
6. The suspension takes effect on the day the notification is sent by the Contracting authority. If the condition for suspending the payment deadline as referred to is no longer met, the suspension will be lifted and the remaining period will resume.
7. If the payment deadline has been suspended due to the non-compliance of the reports or deliverables and the revised report or deliverables is not submitted or was submitted but is also rejected, the Contracting authority may also terminate the Contract.
8. The Contracting authority may reject (parts of) or reduce the fees if they do not fulfil the conditions or if the Service provider is in breach of any of the obligations under this Contract.

**Article 8**

**Reimbursement of Expenses**

1. The Contracting authority shall not reimburse any travel, accommodation or any other such expenses incurred by the Service provider during the execution of this Contract.
2. The Contracting authority may recover any amount that was paid but was not due under this Contract. In this case the Service provider must repay the amount specified in the debit note to the Contracting authority.

**Article 9**

**Taxes**

The Service provider shall be solely responsible for paying all taxes and other obligations required under the laws and regulations in force at the place where the services under this Contract are to be executed.

**Article 10**

**Performance of the Contract**

1. The Service provider must perform the Contract in close collaboration with RYCO’s staff, within the set deadlines and to the highest professional standards, as well as in accordance to the Contracting authority’s internal rules, procedures and regulations and.
2. If the Service provider cannot fulfil its obligations, it must immediately inform the Contracting authority.

**Article 11**

**Suspension of the Contract**

1. The Contracting authority may suspend implementation of the Contract or any part of it, if the Service provider is not able to fulfil the obligation.
2. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite the Service provider to submit any observations within 7 (seven) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the suspension.
3. The suspension will take effect on the date the notification is sent by the Contracting authority.
4. If the reasons for suspending implementation of the Contract are no longer valid, the suspension may be lifted and implementation may be resumed.

**Article 12**

**Termination of the Contract**

1. The Contracting authority may at any moment terminate the Contract if the Service provider:
	1. is performing poorly,
	2. is not performing the tasks; or
	3. has committed substantial errors, irregularities or fraud.
2. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite the Service Provider to submit any observations within 30 days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the termination. The termination will take effect on the date the notification is sent by the Contracting authority.
3. The Service provider may at any moment terminate the Contract if s/he is not able to fulfil the obligations. The Service provider must formally notify the contracting party and include the reasons by giving 15 (fifteen) days’ notice. The termination will take effect on the date the contracting party will formally notify confirmation of the termination.
4. Only fees for days actually worked before termination of the Contract may be paid. The Service provider must submit the payment request for the tasks already executed 30 (thirty) days from the date of termination.
5. On termination of the Contract, the Contracting authority may hire another Service provider to continue the work. It may claim from the Service provider all extra costs incurred while doing this, without prejudice to any other rights or guarantees it may have under the Contract.

**Article 13**

**Assignment of Contract**

1. The Service provider shall not assign or subcontract the Contract or any work under this Contract in part or all, unless otherwise agreed upon with RYCO.
2. Any subcontract entered into by the Service provider without the prior approval of RYCO shall be cause for immediate termination of the Contract.

**Article 14**

**Records and Supporting Documentation**

1. The Service provider must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the Contracting authority’s request.
2. The Service provider must keep all records and supporting documentation for 5 (two) years starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the Service provider must keep the records and supporting documents until the end termination of these procedures.

**Article 15**

**Ownership and Use of the Results**

1. RYCO must fully and irrevocably acquire the ownership of the results under this Contract including any rights in any of the results listed in this Contract, including copyright and other intellectual or property rights and information contained therein, produced in performance of the Contract. RYCO must acquire all the rights from the moment the results are delivered by the Service provider and accepted by RYCO. Such delivery and acceptance are considered to constitute an effective assignment of rights from the Service provider to RYCO.
2. RYCO may use, publish, assign or transfer these results as it sees fit, without any limitations (geographical or other), unless intellectual property rights already exist.

**Article 16**

**Applicable Law and Dispute settlement**

1. This Contract, its content and enforcement are governed and construed by the laws of the Republic of Albania, as the Host Country of the Contracting authority.
2. Any dispute, controversy or claim arising out of or in connection to this Contract, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
3. If an amicable solution to a dispute arising from the application of this Contract with regard to its interpretation, or application cannot be reached, the complaining party may appeal to the competent court in Albania.

**Article 17**

**Amendments**

Amendments to this Service contract may be done only in written by consent from both parties. The party receiving the request must formally notify its agreement or disagreement, within 30 (thirty) days of receiving notification.

**Article 18**

**Entirety of the Contract**

1. The Contract shall be interpreted by considering its terms and conditions as an entirety. Any clause or wording that may create uncertainty must be viewed in the context of the entire Contract and in the view of the purposes that caused both Parties to enter into this Contract.
2. If any provision of this Contract shall become invalid, illegal or unenforceable, such provision shall be become null and void; nevertheless, all other provisions of this Contract shall remain in full force and effect.
3. This Contract covers all arrangement between the Parties, related to the object herein and substitutes all and any previous agreements and understandings between the Parties, whether written or verbal.

**Article 19**

**Notices**

1. All communication by and between the Service provider and RYCO concerning the execution of this Contract shall be directed to M/Ms. -----------------, on behalf of RYCO, to the following e-mail address: --------------------- and to M/Ms ---------------------, on behalf of the Service provider, to the following email address: -------------------------.

1. Both Parties undertake the obligation to immediately notify one another of any change in their registration, residence, legal representation or any other such changes which may have an impact on the execution of present Contract and on their professional relationship.
2. Any notice given pursuant to this Contract shall be in writing and delivered by hand, sent by prepaid post, facsimile or email to the other Party.

**Article 20**

**General Provisions**

1. The language of the written correspondence between the contracting Parties of this Contract shall be in English.
2. None of the parties shall be responsible to the other for any delay in the fulfilment of its obligations herein, if this delay is caused by a *Force majeure*. However, this Force majeure clause applies only if the events take place after the signature of this Contract, so that it makes impossible or unduly burdensome for one of the parties to fulfil its obligations.
3. The entire Agreement between the parties is composed of the:
4. Contract,
5. Terms of reference,
6. Financial offer
7. Methodology and working plan

Done in English in 3 (three) originals documents, 2 (two) originals being for the Contracting authority and 1 (one) original being for the Service Provider.

IN WITNESS WHEREOF, RYCO and the Service provider have caused the present Contract to be executed.

**For the Contracting authority: For the Service provider**

**M. Djuro Blanusa Name/ Surname**

Secretary General, *Title/Position*

RYCO *Name of the organizatio*

**D: TERMS OF REFERENCE**

**For:**

 **“The provision of consultancy services to develop the Procurement Manual for Regional Youth Cooperation Office (RYCO)”**

**Organization:** Regional Youth Cooperation Office (RYCO);

**Assignment:** “Consultancy services to develop the Procurement Manual for Regional Youth Cooperation Office (RYCO)”;

**Financing institution:**  Ministry of Foreign Affairs of Poland;

**Reporting to:** Regional Youth Cooperation Office (RYCO)Procurement Officer; **Application Deadline:** February 22, 2021, 17h00. **Timeframe:** March – May 2021 **Duration:** Max.20 days **Eligible:** Individual consultant, team of consultants or legal entities (Companies).

**Maximum budget available:** 8,000 EUR

**Background/Context**

RYCO is an intergovernmental organization that stewards and promotes regional, cross-border and intercultural cooperation within and among its Western Balkans Six (WB6) Contracting Parties. The Agreement on establishment of RYCO was signed by the WB6 Contracting Parties Prime Ministers on WB Summit held in Paris, on 4 July 2016, within the Berlin Process. RYCO Head Office (HO) is located in Tirana, while the organization has six Local Branch Offices (LBOs) located in Albania, Kosovo\*, Montenegro, North Macedonia, Bosnia and Herzegovina, and Serbia.

RYCO’s main strategic priorities during planning period 2019-2021 are: (SP1) Deliver Programs: develop regional cooperation, mobility and exchange; (SP2) Build demand: create and promote an enabling environment; and (SP3) Invest in competence: strengthen RYCO institutionally and organizationally. Through programming instruments, such as grants schemes and capacity building activities for CSOs and schools in the Western Balkans, RYCO seeks to contribute to improving the availability, accessibility, quality and impact of exchange, mobility and reconciliation efforts conducted with and for young people and those that work directly with them.

According to the RYCO Status, the budget is composed of contributions from RYCO Contracting Parties and contributions from other donors. RYCO may receive funding other than from the RYCO Contracting Parties through donation agreements. Furthermore, referring to RYCO status, all tendering procedures of RYCO will be based on the guidelines outlined in the latest available European Commission Procedures and Practical Guide (PRAG).

In addition, the Governing Board of RYCO approved the Financial Regulation on November 2018, aiming to define the framework within which staff must exercise their responsibilities, respecting sound financial management principles but also to constitute a statement on which the Financial Regulations are to be implemented.

Currently A short set of rules for procurement procedures is already in place, providing a general outline of types of procedures and thresholds which are tested by work experience to be incomplete and give possibilities for general interpretation.

Under these conditions, it is necessary to develop a procurement regulatory manual/guidelines for the procurement activity undertaken by RYCO, taking into consideration the context in which RYCO exercises its procurement activity, the general rules regarding procurement provided in the Statute, the provisions in the Financial Regulation, procurement rules stipulated in the agreements signed with various donors as well as RYCO's past experiences on procurement procedures.

**Objective and scope of the assignment**

In the framework of unification, harmonization, facilitation and adaptation of procurement procedures for activities followed by RYCO, it is necessary to develop the manual for procurement procedures that will be applied in the frame of RYCO’s procurement activity. The procurement regulatory frame, reflected in the manual should be harmonized with RYCO Statute, Financial Regulations, donor’s rules on procurement, and best practices.

**Tasks and deliverables**

To meet the above-mentioned objective, the Consultant/Consultants/Legal Entity (Company), shall perform the following:

1. **Tasks:**
2. Engage in preparatory meetings with RYCO staff, followed with an appropriate desk research of relevant documents and deliver an inception report outlining: a) preliminary findings, questions and recommendations for RYCO, and; b) final suggested work plan;
3. Develop the manual of Procurement Procedures which should include:
4. All the types of procurement methods for each type of contract (supply, service, consultancy), in compliance with RYCO Statute, Financial Regulations, donor’s rules on procurement and best practices;
5. Clear explanations for different service contracts, those related to intellectual work (training, consultancy, studies, etc.) with other services not including intellectual work and determining the adequate procurement modality to follow for each typology;
6. Annexes of the Manual of procurement procedures with the appropriate templates for each type of contract (supply, service, consultancy services), including but not limited in Terms of Reference, Purchase requests form, Tender dossier composition and relevant templates, administrative compliance grid and evaluation grid, evaluation reports template, notification letters template etc.;
7. Contract templates for types of contract (global based/ fee based);
8. Provide the Draft Manual of Procurement Procedures, so that the relevant RYCO’s officials can review it and provide their evaluation and comments regarding the tendering, evaluation, contracting and financial management procedures;
9. Revision of the draft Manual based on RYCO’s internal feedback and submission of final Manual Procurement Procedures.
10. After the completion and certification of the final draft of the Procurement Manual conduct training sessions with the key persons/staff within RYCO included in procurement activity.
11. **Deliverables**
	1. Provide: The preliminary finding, questions and recommendations for RYCO, and the final suggested work plan;
	2. Provide Draft Manual of Procurement Procedures (including annexes and templates);
	3. Provide final Manual Procurement Procedures (including annexes and templates).
	4. Provide training work plan (agenda, training materials such as powerpoint presentation as well 1-2 pages’ summary of the manual)

**Duration and time-frame**

The assignment is expected to require a maximum of 20 working days, indicatively distributed between March 2021 and the end of May 2021. The assignment is expected to require both on-site[[3]](#footnote-3) visits in RYCO HO and remote support.

|  |  |  |
| --- | --- | --- |
|  | *Tasks and Deliverables* | *Indicative working days* |
|  |  Preparatory conversations with RYCO staff, followed with an appropriate desk research of relevant documents  | 3 |
|  | -Preliminary finding, questions and recommendations for RYCO,-Final suggested work plan  | 4 |
|  | Provide Draft Manual of Procurement Procedures (including annexes and templates) | 7 |
|  | Provide final Manual Procurement Procedures (including annexes and templates) and training (agenda, training materials such as power point presentation as well 1-2 pages summery of the manual) | 4 |
|  | Conduct training sessions with the key persons/staff within RYCO included in procurement activity. | 2 |

* *The final detailed timeline will be agreed with the contractor.*

**Budget and payment modality**

The selected consultant will be invited to sign a service contract with RYCO realized in EUR.

The payment under this contract will be executed in one installment upon the final certification of the assignment completion from RYCO’s responsible person/structure and the submission of the respective invoice.

The maximum budget available for this contract is 8 000 EUR.

The selected contractor is responsible for paying all applicable taxes related to this assignment.

The potential travel and logistic costs should be included in the financial offer.

**Selection criteria, Qualifications and experience**

The consultant, team of consultants, or the legal entity (Company) providing the required key expert/s, consultant/s should have:

* General Qualifications (education, trainings and qualifications)
* University degree in Law, Economics, Public Administration or equivalent relevant professional experience.
* Adequacy for the assignment
* At least 5 years of experience acquired in the context of procurement activity, including tendering, contract, financial management and legal issues;
* At least 2 similar professional experiences to this assignment;
* Relevant proven professional experience in drafting legal documents/ guidelines/ manual of procedures;
* Experience acquired in the context of the EU external programmes supporting Western Balkans 6, implemented in accordance with Practical Guide (PRAG Rules)
* Knowledge of Procurement rules and procedures for the European Union external actions – A;
* Knowledge of other international procurement rules will be considered an asset;
* Specific criteria for the assignment
* Fluency in written and spoken English;
* Good analytical and drafting skills;
* Good communication and presentation skills.

 **Evidences and supporting documents**

The potential applicants must submit the following evidences and supporting documents:

* Certificate of registration or incorporation (In case the applicant is a legal entity/ Company);
* Company profile/CV; (In case the applicant is a legal entity/ Company);
* List of the key experts to be engaged in this assignment and their respective CVs (In case the applicant is a legal entity/ Company);
* CV / CV(s) (In case the applicant is an individual or team of Consultants).
* Letter of expression of interest, indicating the understanding of the mission and relevant skills for this assignment, including the relevant experience on procurement and international projects according PRAG Rules.
* At least two reference letters for similar contracts;
* Methodology and working plan;
* The annual turnover for the past 2 (two) years; (in case the applicant is a legal entity/Company)
* Agreement of entering in a consortium/ cooperation agreement between candidates (if applicable)
* Financial offer (all applicable taxes included);

**Award criteria**

The most economically advantageous tender is the technically compliant tender with the best price-quality ratio, determined by the results of the technical and financial evaluation in accordance with the weightings

on 80/20 basis, as per the following grid:

|  |  |  |
| --- | --- | --- |
|  | Methodology | 40 |
| Technical offer  | Max points  | General Qualifications (education, trainings and qualifications) | 10 |
| Adequacy for the Project, including professional experience  | 40 |
|  | Specific criteria for the assignment  | 10 |

|  |  |  |
| --- | --- | --- |
| Financial offer | Max points  | 100 |

**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

***Contract title:*** “For the provision of consultancy services to develop the Procurement Manual for Regional Youth Cooperation Office (RYCO)”

***Financed by :***  *Ministry of Foreign Affairs of Poland*

Please supply one signed and stamped (if applicable) **tender including completed signed and stamped (if applicable) statement, declaration on honour on exclusion criteria, and financial identification form.** All data included in this application must concern only the entity making the tender.

**1. SUBMITTED by (i.e. the identity of the tenderer)**

|  |  |
| --- | --- |
| **Insert: Full name and surname (In case of individual)** |  |
|  **Insert: Full name and surname of the team of consultants. (If applicable)**  |  |
| **Insert: Name of the representative of the team of consultants (if applicable)**  |  |
| **Insert: Full name of the legal entity and state the legal form of the entity, (if applicable)**  |  |
| **Insert: Name of the representative of the legal entity and title (if applicable)** |  |
| **Insert: Full official address of the consultant/s or of the legal entity.** |  |

**1.1 CONTACT PERSON (for this tender)**

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Telephone** |  |
| **e-mail**  |  |

|  |  |
| --- | --- |
| **Name**  |  |
| **Signature and stamp (if applicable)** |  |
| **Date** |  |

***Note:*** *In case the tender is submitted by team of consultants/consortium the Tender submission form must be completed, signed and stamped (if applicable) by the representative of the team of consultant /consortium.*

**2. TENDERER’S STATEMENT**

**As part of their tender, the entity identified under point 1 of this form, must submit a completed and signed statement form using the following format.**

**STATEMENT**

I, the undersigned, hereby declare that I have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above.

1. I offer to provide the services requested in the tender dossier in accordance with Terms of reference and other conditions and requirements stated in the tender dossier without reserve or restriction.
2. I present this tender on the basis of the following documents, submitted attached to this form, in response to your requirements stated in “Instructions to Tenderers” and “Terms of Reference”, which comprise my technical offer, and financial offer,

List the documents submitted attached:

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
1. a) The price of my tender is (insert total price in numbers and words) (in EUR): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 In my offer, all *applicable taxes as well as costs of travel and logistic are included.*

1. I am making this tender in my own right. I confirm to be jointly and severally bound in respect of the obligations under the contract.
2. I state that I have the technical and professional capacity referring to this call of tender for performing the contract according to the Terms of Reference and other conditions set for this tender by the Contractor Authority.
3. I understand that if I fail to comply with contract obligations the award may be considered null and void.
4. I agree to abide accordingly to the Terms of Reference and instructions to tenderers requirements and conditions.
5. In particular, I fully agree to abide to the stipulations settled in point 12: Ethic Clauses/Corruptive practises and I have no conflict of interests or any equivalent relation which may distort competition with other tenderers or other parties in the tender procedure at the time of the submission of this tender. Furthermore, I have not been involved in the preparation of the project that is the subject of this tender procedure.
6. I will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. I also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other potential contracts.
7. I declare that I am not in a situation of unavailability and I am able and willing to work for the whole period scheduled for my input to implement the tasks set out in the Terms of Reference. if this tender is successful.
8. I declare that the team members (team of expert’s/key experts) to be engaged in this contract are not in a situation of unavailability and able and willing to work for the whole period set out in the Terms of Reference. if this tender is successful.
9. I acknowledge that I have no contractual relations with the Contracting Authority and in case of dispute concerning my contract with the Contractor, I shall address myself to the latter and/or to the competent jurisdictions.

|  |  |
| --- | --- |
| **Name**  |  |
| **Signature and stamp (if applicable)** |  |
| **Date** |  |

***Note****: In case the tender is submitted by team of consultants/consortium the Statement must be completed, signed and stamped (if applicable) by the representative of the team of consultant /consortium.*

**3. TENDERER DECLARATION ON HONOUR ON EXCLUSION CRITERIA**

**As part of their tender, the Entity identified under point 1 of this form must submit a signed declaration on honour on exclusion criteria stating that they are not in any of the exclusion situations using the following format:**

**DECLARATION ON HONOUR ON EXCLUSION CRITERIA**

I, the undersigned, hereby declare that I am not in any of the exclusion situations listed below:

 **Situation of exclusion**

1. It is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
2. It has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
3. It has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibity where such conduct denotes wrongful intent or gross negligence including in particular any of the following:
* Fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
* Entering into agreement with other persons with the aim of distorting competition.
* Violating intellectual property rights;
* Attempting to influence the decision-making process of the contracting authority during the award procedure
* Attempting to obtain confidential information that may confer upon it undue advantages in the award procedure***;***
1. It has been established by a final judgement thatr the persons with representative power, decision making control is guilty for fraud, corruption, involvement in a criminal organization, money laundering, terrorist activities or other criminal offences.
2. Make use of child labour or forced labour and/or practice discrimination, and/or does not respect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).

|  |  |
| --- | --- |
| **Name**  |  |
| **Signature and stamp(if applicable)** |  |
| **Date** |  |

***Note:***

* + - 1. *In case the tender is submitted by team of consultants/consortium the Declaration on honour on exclusion criteria must be completed, signed and stamped (if applicable) by all the members.*
			2. *In any case The Contractor Authority has the right to further investigate and request evidences to support the declarations if it has reasonable ground to doubt the content of such information.*

 **4. TENDERER FINANCIAL IDENTIFICATION**

**As part of their tender, the Entity identified under point 1 of this form, must submit a signed form to indicate the bank account into which payments should be made if the tender is successful using the following format.**

 **BANKING DETAILS**

|  |  |
| --- | --- |
| ACCOUNT NAME |  |
| IBAN/ACCOUNT NUMBER |  |
| CURRENCY |  |
| SWIFT CODE |  |
| BANK NAME |  |
| BRANCH CODE |  |
| FULL OFFICIAL ADREESS OF BANK BRANCH |  |

**ACCOUNT HOLDER’S DATA**

|  |  |
| --- | --- |
| ACCOUNT HOLDER’S NAME |  |
| ACCOUNT HOLDER’S ADRESS |  |

|  |  |
| --- | --- |
| **Name**  |  |
| **Signature and stamp (if applicable)** |  |
| **Date** |  |

**Note:** In case the tender is submitted by team of consultants/consortium the financial identification form must be signed and stamped (if applicable) by all the members.

**F: ANNEX II**

 **FINANICIAL OFFER**

“***For the provision of consultancy services to develop the Procurement Manual for Regional Youth Cooperation Office (RYCO)”***

1. Please insert total price of your offer in numbers and words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in EUR)

|  |  |
| --- | --- |
| **Name** |  |
| **Signature** |  |
| **Stamp (If applicable)** |  |
| **Date** |  |

In my offer all applicable taxes, are included.

*In case the tender is submitted by team of consultants/consortium the financial offer must be signed and stamped (if applicable) by all the members.*

1. *Depending on the conditions of the COVID- 19 pandemic situation*  [↑](#footnote-ref-1)
2. *Depending on the conditions of the COVID- 19 pandemic situation*  [↑](#footnote-ref-2)
3. *Depending on the conditions of the COVID- 19 pandemic situation*  [↑](#footnote-ref-3)