

Tirana, 26/01/2021

**INVITATION TO TENDER**

**“For the provision of the consultancy services to design the legal status of the Local Branch Offices (LBOs) document, and support RYCO in the negotiation for the registration process, as well as, support to employment and labour issues”**

Dear: Madam / Sir

 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.

 Yours sincerely**,**

 Head of Contracting Authority

 Djuro Blanusa

 Secretary General

**A: SERVICE CONTRACT NOTICE**

1. **Contract title: “**For the provision of the consultancy services to design the legal status of the Local Branch Offices (LBOs) document, and support RYCO in the negotiation for the registration process, as well as, support to employment and labor issues**”**
2. **Work - base:** Western Balkans 6
3. **Procedure:**  Open procedure
4. **Financing:** Financed by the Swedish International Development Agency (SIDA).
5. **Contracting authority:**  Regional Youth Cooperation Office (RYCO).

**CONTRACT SPECIFICATION**

1. **Nature of contract:**  Global price.
2. **Contract description:** RYCO is seeking a legal expertise/consultancy that will support the organization in analyzing and developing the LBOs registration and to present the legal options that RYCO is missing in order to find the most suitable one and adopt it accordingly in each WB6 Contracting Parties as well the support in relation to the labor issues.

The objective of this contract is twofold:

1. The design of the legal status of the Local Branch Offices (LBOs) document and support RYCO in the negotiation for the registration process;
2. Support in relation to the employment and labor issues specifically regarding the types of contrast to be offered to staff and project staff members both in the Head Office and LBOs.
3. **Number and titles of lots:** Sole lot.
4. **Maximum budget:** 30 000 EUR.

**CONDITIONS OF PARTICIPATION**

1. **Eligibility:** Participation in tendering is open on equal terms to all International/Regional Law firms, participating either on their own or as a consortium
2. **Number of tenders:**  No more than one tender can be submitted by a tenderer. 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.

1. **Duration and time-frame:** The assignment is expected to require a maximum of 40 consultancy days, distributed between March 2021 and the end of June 2021

**Note:**The assignment is expected to require both face-to-face visits in Western Balkans 6 (if possible in view of COVID-19) and remote support.

**SELECTION AND AWARD CRITERIA**

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

1. **Qualification and professional experience of the tenderers.**

The objective of this criterion is to examine whether or not the tenderer:

* Has a professional profile, sufficient experience, and financial capacity appropriate to this contract as per the Terms of Reference requirements: “Qualifications” section, listed as follows:

The consultant shall:

* Be a duly registered international company with legal background;
* Have proven evidence of providing at least two such similar expertise of organizing/conducting the setup of international organizations or their branches at its member’s level;
* Have at least 10 years’ experience in working in international legal affairs;
* Demonstrate relevant familiarity and understanding of the Western Balkans 6 (six) context;
* Be economically and financially stable and have a minimum yearly turnover not exceeding 2 times the estimated value of the contract;
* Have a high level of written and oral communication skills in English;
* Have excellent analytical and facilitation skills;
* Be flexible and ready to work in a fast-paced environment
1. ***Financial offer***
* The objective of this criterion is to examine if the financial offer submitted by the technically qualified tenderers for the implementation of this contract aligns with the quality of the tender and is within the upper limit of budget available for this contract.

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

**TENDERING**

**18. Deadline for receipt of tenders: 26/02/2021, 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:**

 - Grant agreement for Institutional Capacity Building Support

 **-**  SIDA’s procurement provisions.

 - Statute of the Regional Youth Cooperation Office

**B: INSTRUCTIONS TO TENDERERS**

**Contract title:** “For the provision of the consultancy services to design the legal status of the Local Branch Offices (LBOs) document, and support RYCO in the negotiation for the registration process, as well as, support to employment and labour issues”

**Financing :** Financed by the Swedish International Development Agency (SIDA).

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 7 (seven) working days before the deadline for submission of tenders** | **17:00** |
| **Last date for the contracting authority to issue clarification** | **At the latest 2 (two) working days after receiving them.** | **17:00**  |
| **Deadline for submitting tenders** |  **26/02/2021** |  **17:00** |

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

1. **Participation, qualification and subcontracting**
2. Participation in this tender procedure is open on equal terms to all International/Regional Law firms participating either on their own or as a consortium.
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 by the tenderers.*

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

* Certificate of registration or incorporation;
* Company profile/CV;
* At least three reference letters for similar contracts;
* List of the key experts to be engaged in this assignment and their respective CVs;
* The annual turnover for the past 2 (two) years;
* Information on their annual accounts showing ratio between assets and liability.
* Letter of expression of interest, indicating the understanding of the mission and relevant skills for this assignment, including experience with international/inter-governmental organizations and organizational development, particularly in WB6. In case of consortium the expression of interest should explain how the work will be divided.
* Methodology and working plan;

**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 30 000 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 additional information on the tender dossier, it must make available such information for all the tenderers at the same time.

Tenderers may submit questions to the following email address:

* procurement@rycowb.org **up to 7 (seven) 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 minutes.

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 award criteria for this contract will be the best price/quality ratio on 80/20 basis (80 technical offer and 20 financial offer) as per the following grid:

|  |  |  |  |
| --- | --- | --- | --- |
| Technical offer  | Max points (80) | Methodology  | 40 |
| Qualification and experience  | 40 |

|  |  |  |
| --- | --- | --- |
| Financial offer | Max points (20) | 20 |

**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**

 a) 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 5 days after receiving evaluation results.*** The Contracting Authority should respond to the tenderer by electronic means too at the latest 2 (two) 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 LEGAL SERVICES TO THE REGIONAL YOUTH COOPERATION OFFICE FOR THE REGISTRATION OF THE LOCAL BRANCH OFFICES AND SUPPORT FOR EMPLOYMENT AND LABOR ISSUES”**

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

1. **The Regional Youth Cooperation Office (RYCO),** duly established and organized under the laws of Albania, 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. ***Company***: -------- (*name*) -----------------a company incorporated under the laws of -----------, having its registered office in --- (*insert 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 as the “*Service Provider*” or the “*Consultant*”.

*on the other part,*

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

By signing this Contract, the Service Provider confirms that it has read, understood and accepted the Contract and all its terms and conditions.

**Preamble**

This Contract is linked to the project “Institutional Capacity Building Support to RYCO” supported by Sweden, represented by the “Swedish International Development Cooperation Agency”, and implemented by RYCO.

**Article 1**

**Object of the Contract**

1. The object of the Contract is the provision of consultancy services by the Service provider for the design of the legal status of the Local Branch Offices (LBOs) document and support RYCO in the negotiation for the registration process, as well as provide assist the organization in relation to employment and labour issues.
2. The Service provider hereby states and warrants that it is fully capable to provide the Services and deliver the deliverables outlined hereinafter and has no other commitments or engagements to other persons, organizations or entities which could prevent it from performing its obligations under the present Contract.

**Article 2**

**Definitions**

In this Contract, the following terms shall be interpreted as indicated:

1. “The Contract” means the agreement entered into by and between the Contracting authority and the tenderer, including all attachments and appendices thereto and all documents incorporated by reference therein.
2. “The Contract Price” means the price payable to the tenderer by the Contracting authority under the Contract for the full and proper performance of its contractual obligations.
3. “The Consultant” means the International or Regional Law firm providing the services under this Contract.
4. Terms of References means the document that prescribes the technical requirements to be fulfilled by the Service provider while performing the services.
5. “The Services” means services to be provided by the tenderer, including the preparation of any technical documents, which the “Service provider” is required to provide to RYCO.
6. “Day” means calendar day.

**Article 3**

**Term of the Contract**

1. This Contract shall enter into force on \_\_/\_\_/2021 and shall be valid until
June 30th, 2021, the implementation period.
2. The total number of working days, within the implementation period, cannot exceed 40 (forty) days and shall be distributed according to the “Organization and methodology” proposed by the Service provider in its offer, in compliance with RYCO’s requirements and needs.
3. The Service provider cannot, under any circumstances, start work before the date on which this Contract enters into force.

**Article 4**

**Obligations of the Service provider**

1. The Service provider shall perform the following tasks:
2. Engage in preparatory meetings, in person or remotely, with RYCO’s staff, both at the Head Office and and LBOs’, in order to better understand the legal framework, the structure, and political context of the orgnization;
3. Advice and support RYCO’s leadership in drawing a proper approach in regard to negotiations with the relevant authorities for each Contracting Party regarding the registration of the LBOs;
4. Support RYCO in conducting meetings, in person or remotely, with relevant authorities for each Contracting party in order to better understand the respective local legal context;
5. Conduct a legal mapping of the situation and propose the most suitable solution;
6. Provide technical assistance to finalize the LBOs registering document (*RYCO Contracting Party Agreement*) acceptable for each Contracting Party;
7. Desk research of other similar or international organizations branches related to the status of the local staff;
8. Revise staff contracts both in the Head Office and LBOs in order to adapt to RYCO’s legal framework and the respective employment legislation in each Contracting Party.
9. The Service provider:
10. shall immediately review any requests submitted by RYCO and resolve any issues or disputes related to the provision and quality of services. RYCO must describe and report any problem in details;
11. shall be responsible for problems that may affect the quality of the provided services when they are caused by the Service provider and shall cover all related costs.

**Article 5**

**Deliverables**

1. The Service provider shall :
2. Conduct a detailed desk research of the official documents and deliver an inception report outlining:
	1. Preliminary findings, questions and recommendations for RYCO, and;
	2. Final Organization, methodology and work plan;
3. Provide a unified registering document (*RYCO Contracting Party Agreement*) that will serve as the legal/statutory document for LBOs’ registration and RYCO’s staff status in each Contracting Party, in compliance with the Establishing Agreement, its Statute and in reference to the Host Country Agreement of the Head Office;
4. Provide written guidelines regarding the registration of LBOs and list of possible obstacles such as political, legal, financial, based on an overall assessment and the final proposed registering document (*RYCO Contracting Party Agreement*);
5. Provide templates for the employment contracts of the Head Office and LBOs’ staff in compliance with RYCO’s Statute, regulations and local legislation for each Contracting Party.

**Article 6**

**Obligations of RYCO**

1. RYCO shall provide to the service provider the following official documents:
2. Establishing Agreement;
3. Statute;
4. Host country agreement;
5. Staff Regulation and Rules;
6. Project Staff Regulation and Rules;
7. Financial Regulations
8. Existing employment and service contracts of the Staff, located in the Head office or LBOs;
9. Any other document that might be asked by the Service provider in order to achieve the objective of this Contract.
10. RYCO shall:
11. Provide the necessary support to the Service provider for the performance of all required services and to achieve the objective of this Contract;
12. Undertake the final control and acceptance of the deliverables;
13. Sign every acceptance act of the work processes, or make remarks and suggestions within 15 (fifteen)) days from the day of notification of the Service provider that the service has been performed. In case the Service provider is not notified within 15 (fifteen) days, the service will be considered as performed and accepted by RYCO;
14. Provide feedback and guidance on the performance of the Service provider;
15. Communicate on a regular basis.

**Article 7**

**Price of Contract and Payment Modality**

1. The unit price for 1 (one) working day is: [-*amount in number and letters*-] euro gross.
2. The total gross amount dedicated to the execution of this Contract is [-*amount in number and letters*-] euro.
3. The Contracting authority will execute the payment for the performance of the services in 3 (three) equal instalments, as follows:
4. The 1st instalment shall be executed upon provision by the Service provider and formal acceptance by RYCO of deliverables 1 and 2;
5. The 2nd instalment shall be executed upon provision by the Service provider and formal acceptance by RYCO of deliverables 3 and 4;
6. The 3rd instalment, of shall be executed upon finalization of the registration process.
7. The Contracting authority will execute the payment for each instalment, in EUR, within 30 (thirty) days upon submission of the respective invoice for the accepted services by the Service provider, to the following bank account:
	1. *Bank account holder name:*
	2. *Bank name:*
	3. *Bank account no:*
	4. *SWIFT:*
8. The Contracting authority may at any point suspend the payment deadline if the 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 within 10 (ten) days upon reception of the invoice.
9. 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.
10. If the payment deadline has been suspended due to the non-compliance of the provided services, the Service provider must take all measures to provide any services at the required standard within 5 (five) working days upon notification, otherwise the Contracting authority may also terminate the Contract.
11. The Contracting authority may reject parts of or reduce the payment if the Service provider is in breach of any of the obligations under this Contract.

**Article 8**

**Performance of the Contract**

1. The Service provider must perform the Contract to the highest professional standards with all due care, skill and diligence. Timely provision of the Services is of the essence of the Contract.
2. If the Service provider cannot fulfil its obligations, it must immediately inform the Contracting authority.

**Article 9**

**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 its obligations.
2. The Contracting authority shall notify the Service provider of its intention, include the reasons and invite the Service provider to submit any observations within 5 (five) days of receiving the 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 to the Service provider.
4. If the reasons for suspending the implementation of the Contract are no longer valid, the suspension may be lifted and implementation may be resumed.

**Article 10**

**Termination of the Contract**

1. The Contracting authority may at any moment terminate the Contract if the Service provider:
	1. is performing its obligations poorly,
	2. is not performing; or
	3. has committed substantial errors or irregularities that have undermined the continuity of the work of the staff.
2. The Contracting authority must formally notify the Service provider of its intention, including the reasons why and is to submit any observations within 5 (days) 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 shall cover all costs for any damages caused to RYCO during the performance of this Contract.

**Article 11**

**Records and Supporting Documentation**

The Service provider must keep all records and supporting documentation for 2 (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 these procedures end.

**Article 12**

**Applicable Law and Dispute settlement**

1. This Contract is governed and construed by the laws of Albania.
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 has not been reached within 30 (thirty) days from the commencement of such negotiations, the complaining party may appeal to the competent court in the Republic of Albania.

**Article 13**

**Independent Contractor**

1. The Service provider shall provide the Services under this Contract as an independent contractor and not as an employee, partner, or agent of RYCO.
2. The Service provider shall have sole responsibility for the staff who execute the tasks assigned to it.

**Article 14**

**Taxes**

The Service provider is solely and exclusively responsible for paying taxes, health and social contributions, as well as other obligations in compliance with the tax requirements and legislation.

**Article 14**

**Amendment**

Amendments to this 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 15**

**Assignment**

Neither this Contract nor any rights under this Contract may be assigned or otherwise transferred by the Service provider, in whole or in part.

**Article 16**

**Confidentiality**

1. All information which comes into the Service provider’s possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Service provider should not communicate such information to any third party without the prior written approval of RYCO.
2. The Service provider shall comply with the Data Protection Law in the Republic of Albania in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Contract.
3. These obligations shall survive the expiration or termination of this Contract.

**Article 17**

**Severability**

If any provision of this Contract shall become invalid, illegal or unenforceable, such provision shall become null and void; nevertheless, all other provisions of this Contract shall remain in full force.

**Article 18**

**Entirety**

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. 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 (*insert* *position/title* *name/ surname*) of RYCO, to the following e-mail address: (*insert email address*) and to Ms./Mrs./Mr. (*insert* *position/title* *name/ surname*) on behalf of the Service provider, to the following email address: (*insert email address*).
2. Both Parties undertake the obligation to notify immediately one another of any change in their registration such as residence, contact details, or legal representation, which may have an impact on the execution of present Contract and on their professional relationship.

**Article 20**

**General Provisions**

1. The language of the written correspondence between the Parties shall be 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

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

For the Contracting authority: For the Service provider

M. Djuro Blanusa Mr/Ms/Mrs

[*Signature*] [*Signature*]

Secretary General, Legal representative

Regional Youth Cooperation Office [*Company name*]

**D: `TERMS OF REFERENCE**

**For the provision of consultancy services to design the legal status of the Local Branch Offices (LBOs) document and support RYCO in the negotiation for the registration process, as well as, support to employment and labor issues**

**Contract title:** The provision of consultancy services to design the legal status of the Local Branch Offices (LBOs) document and support RYCO in the negotiation for the registration process, as well as, support to employment and labor issues.

**Contracting authority:** Regional Youth Cooperation Office

**Financing:** Swedish International Development Agency (SIDA)

**Work-base:** Western Balkans 6

**Status of legal entity:** International/Regional Law firm

**Background**

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.

Since becoming operational in 2017, RYCO has considerably grown, with more and more partnerships resulting in higher budgets and an increasing number of projects. Since 2019, RYCO’s staffing has been growing rapidly: today the organization employs 49 people (both in HO and LBOs) that are internationally or locally-recruited. Overall, currently 34 people are based in Tirana while other staff are based in the LBOs. At the moment, RYCO counts 17 core staff positions and 32 project staff positions.  Since 2019, RYCO has moved to a more vertical structure and added layers of middle and senior management.

To become a model of institutional and organizational excellence (as outlined in [its 2019-2021 Strategic Plan](https://www.rycowb.org/wp-content/uploads/2018/08/RYCO-Strategic-Plan.pdf)), RYCO is engaged in an organizational development process supported by the Swedish International Development Agency (Sida).  As part of this process, RYCO is looking to engage a legal consultancy expertise that will support the organization in analyzing and developing the LBOs’ registration and to find the legal options that RYCO is missing in order to find the most suitable one and adopt it accordingly in each WB6 Contracting Parties, and the support in relation to the labor issues.

**Objectives and scope of the assignment**

**The objective** of this assignment is twofold:

1. The design of the legal status of the Local Branch Offices (LBOs) document and support RYCO in the negotiation for the registration process;
2. Support in relation to the employment and labor issues specifically regarding the types of contrast to be offered to staff and project staff members both in the Head Office and LBOs.

Through the registration of Local Branch Offices in each Contracting Party, the **scope of the assignment** is to provide the following:

* Establish full presence and its legal entity in each Contracting Party
* Introduce a solid base for further empowerment of LBOs and RYCOs presence in CPs
* Maximize RYCO’s investment and contribution in each and all CPs
* Contribute to further networking with central and local authorities, youth/civil society sector, and donor community in each CP
* Better understand the existing obstacles in CPs’ level and strengthen its right support to properly address them.
* To resolve labor issues for Head Office and LBOs staff.

**Tasks and deliverables**

To meet the above-mentioned objectives, the Consultant shall perform the following:

1. **Tasks**
* Engage in preparatory conversations with RYCO (both HO and LBOs) 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;
* Support RYCO in conducting physical/virtual meetings with relevant authorities at CPs’ in regard to better understanding the legal context in each CP;
* Provide technical and a assistance to finalize the LBOs registering document (RYCO Contracting Party Agreement) acceptable for all CPs;
* Conduct a legal mapping of the situation resulting and propose the most suitable solution.
* Advice and support RYCO’s leadership in drawing a proper approach in regard to negotiations with Governments of WB6 in regard to registration of LBOs.
* Desk research over other similar or international organizations branches local staff status
* Conduct meetings (physical/remote) with HO and LBOs’ staff in regard to better understanding RYCO context.
* Revise staff contracts both in Head Office and LBOs in order to adapt to RYCO’s legal framework and the respective employment legislation in each Contracting Party.
1. **Deliverables**
* Provide a unified registering document (RYCO Contracting Party Agreement) that will serve as the legal/statutory document for LBOs’ registration and RYCO’s staff status in each CP in compliance with the Establishing Agreement of RYCO, its Statute and in reference to the Host Country Agreement of the Head Office;
* Provide written guidelines regarding the registration of LBOs and list of possible obstacles (political, legal, financial, etj.) based on overall assessment and the final proposed registering document (RYCO Contracting Party Agreement);
* Provide templates for the employment contracts of the Head Office and LBOs’ staff in compliance with RYCO’s Statute, regulations and local legislation for each CP.

**Duration and time-frame**

The assignment is expected to require a maximum of 40 consultancy days, indicatively distributed between March 2021 and the end of June 2021. The assignment is expected to require both face-to-face visits in Western Balkans 6 (if possible in view of COVID-19) and remote support.

**Qualifications**

The consultant shall:

* Be a duly registered international company with legal background;
* Have proven evidence of providing at least two such similar expertise of organizing/conducting the setup of international organizations or their branches at its member’s level;
* Have at least 10 years’ experience in working in international legal affairs;
* Demonstrate relevant familiarity and understanding of the Western Balkans 6 (six) context;
* Be economically and financially stable and have a minimum yearly turnover not exceeding 2 times the estimated value of the contract;
* Have a high level of written and oral communication skills in English;
* Have excellent analytical and facilitation skills;
* Be flexible and ready to work in a fast-paced environment.

**Application process**

All interested applicants are encouraged to submit their applications via email to ***procurement@rycowb.org***no later than **26/02/2021, 17h00.**

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

* Certificate of registration or incorporation;
* Company profile/CV;
* At least three reference letters for similar contracts;
* List of the key experts to be engaged in this assignment and their respective CVs;
* Letter of expression of interest, indicating your understanding of the mission and relevant skills for this assignment, including experience with international/inter-governmental organizations and organizational development, particularly in WB6. If you are partnering with another consultant/s (consortia), your expression of interest should explain how you will divide the work;
* Methodology and working plan;
* The annual turnover for the past 2 (two) years;
* Information on their annual accounts showing ratio between assets and liability.
* Agreement of entering in a consortium (if applicable)
* Financial offer (all applicable taxes included);

**Budget and payment modalities**

The selected Service provider will be invited to sign a contract in EUR with the Contracting authority.

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 invoice.

The maximum budget available for this contract is 30.000 EUR.

**Award criteria**

The award criteria for this contract will be best price/quality ratio on 80/20 basis (80 technical offer and 20 financial offer) as per the following grid:

|  |  |  |  |
| --- | --- | --- | --- |
| Technical offer  | Max points (80) | Methodology  | 40 |
| Qualification and experience  | 40 |

|  |  |  |
| --- | --- | --- |
| Financial offer | Max points (20) | 20 |

**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

***Contract title: “***For the provision of the consultancy services to design the legal status of the Local Branch Offices (LBOs) document, and support RYCO in the negotiation for the registration process, as well as, support to employment and labour issues”.

***Financing:*** Financed by the Swedish International Development Agency (SIDA).

Please supply one signed and stamped **tender including completed signed and stamped 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 of the entity (International/Regional law firm)** |  |
| **State the legal form of entity:**  |  |
| **Insert: Name of the representative of the entity and the title (CEO/Administrator)** |  |
| **In case of a consortium Insert: Full name of the leader and the member/s part of the consortium.**  |  |
| **In case of a consortium:****Insert: Name of the representative of the leader and members of the consortium**  |  |
| **Insert: Full official address of entity** |  |
| **In case of a consortium:****Insert full official address of the members of the consortium** |  |

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

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

**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 travel and logistic costs are included.*

1. I am making this tender in my own right. As capacity-providing entity, I confirm to be jointly and severally bound in respect of the obligations under the contract.
2. I state that I have the technical, professional and financial 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 key expert7s 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** |  |
| **Date** |  |

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

**As part of their tender, the Entity identified under point 1 of this form (each Entity in case of consortium), 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** |  |
| **Date** |  |

**Note:**  *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** |  |
| **Date** |  |

**F: ANNEX II**

 **FINANICIAL OFFER**

**“For the provision of the consultancy services to design the legal status of the Local Branch Offices (LBOs) document, and support RYCO in the negotiation for the registration process, as well as, support to employment and labor issues”**

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

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

|  |  |
| --- | --- |
| **Name** |  |
| **Signature** |  |
| **Stamp**  |  |
| **Date** |  |