

Tirana, 01/02/2021

**INVITATION TO TENDER**

**“Implementing partner for delivery of local activities in Montenegro”**

Dear: Madam / Sir

 This is an invitation to tender for the above-mentioned 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: “**Implementing partner for delivery of local activities in Montenegro**”**
2. **Work - base:**  Montenegro
3. **Procedure:**  Simplified procedure
4. **Financed by:** United Nations Peacebuilding Fund (UNPBF) and United Nations Population Fund (UNFPA).
5. **Contracting authority:**  Regional Youth Cooperation Office (RYCO).

**CONTRACT SPECIFICATION**

1. **Nature of contract:**  Global price.
2. **Contract description:** RYCO is seeking to engage a local implementing partner to support RYCO in delivering the local activities in Montenegro under Output 2 of the project, under partnership with UNFPA Albania and as per defined work plan of the activities.

The local implementation partner will closely work with RYCO Local Branch Office in Montenegro, and will be responsible for implementation of the following tasks:

* Provide administrative and logistical support to implementation of supported ideas (2 mini grants) in Montenegro.
* Organize and implement national promotion of best practices and implemented mini grants in Montenegro.

A detailed description of this assignment is provided in the Terms of Reference, part D of the Tender Dossier.

1. **Number and titles of lots:** Sole lot.
2. **Maximum budget:** 12 000 EUR.

**CONDITIONS OF PARTICIPATION**

1. **Eligibility:** Participation in tendering is open on equal terms to all local legal entities that fulfil the requirements set in the Tender dossier.
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:**  February 2021.

1. **Duration and time-frame:**  February 2021 – 31st of March 2021.

**Note:**The assignment is expected to involve local travel within Montenegro if needed and possible due to the travel restrictions imposed by the local authorities combating the spread of the COVID-19.

**SELECTION AND AWARD CRITERIA**

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

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

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

- Has the adequate profile and sufficient professional experience, appropriate to this contract as per the Terms of Reference requirements: “Local partner profile” section, listed as follows:

* Experience in projects related to youth work, youth policies, intercultural dialogue and cooperation, youth participation, reconciliation and cross-border youth cooperation;
* Experience in implementation of regional and cross-border projects;
* Experience in work with intergovernmental and regional organizations and structures;
* Direct experience in working on issues in developing training curricula, manuals, or similar activities;
* Experience in the Western Balkans in the area of education, youth and peace management/ leadership; community engagement is an advantage
* Experience in dealing with governmental counterparts particularly within youth sectors and related areas is considered an advantage;
* Understanding and addressing the issues that affect personal, community and political security among young people;
* Understanding and addressing y-peer learning on youth, peace and security concept (YPS);
* YPS relevance to other marginalized youth groups and organizations;
* Understanding and relevance of YPS towards girls and young women;
* High organizational and administrative capacities of organization;
* Experience in sub-granting;
* Experience in working with youth directly and implementation of youth and grassroots ideas on the ground;
* Excellent skills in English and local language;
* Proficiency in current office software applications;
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 limits of the budget available defined in the Terms of Reference (part D of the Tender Dossier).

**17. Award criteria**: Best quality for price offer within the maximum value of the service.

**TENDERING**

**18. Deadline for receipt of tenders: 16/02/2021, 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 B 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:** “Implementing partner for delivery of local activities in Montenegro”

**Financed by :** United Nations Peacebuilding Fund (UNPBF) and United Nations Population Fund (UNFPA).

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** | **At the latest 2 (two) working days after receiving them.** | **17:00**  |
| **Deadline for submitting tenders** |  **16/02/2021** |  **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 local legal entities.
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 consultancy proposal and evidences to support the selection criteria** set in the Terms of Reference, Part D of the Tender Dossier, “Local Partner profile” section, as follows:

* Letter of interest:

(a) State specific motivation to be selected;

(b) Describe relevant experience to meet the criteria as set above;

* Curriculum Vitae of the team members who will be engaged in the delivery of service
* Statute of the organization and copy of confirmation on Tax number

**4.2. Financial offer**

The Financial offer, must be presented in Euro detailed as per each activity described in the Terms of Reference, part D of the Tender Dossier, “Key activities, indicative timelines and budget Section, and total amount, and must be submitted using the template of Annex II of this tender dossier.

1. *Tenderers are reminded that the total maximum budget available for this contract is 12 000 EUR, Payments under this contract will be made in the currency of the tender.*
2. *The financial offer cannot exceed the total amount foreseen for each activity in the Terms of Reference, part D of the Tender Dossier, “Key activities, indicative timelines and budget Section.*
3. *The contractor is responsible for paying all the taxes related to this assignment. Please note that 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 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 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 highest ranked bidders who would be found qualified for the service will be considered for the financial evaluation 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 Amounts corrected will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

* 1. **Interviews**

Interviews with the shortlisted bidders may be considered, before taking a final decision for the candidate who will be granted the contract. The interview shall be conducted by Zoom meeting (further details will be sent in due time for the technicalities) and the date and time of these interviews will be confirmed or notified to the tenderer in advance. If a tenderer is unable to participate in an interview by force majeure, a mutually convenient alternative date and time is arranged with the tenderer. If the tenderer is unable to participate in this second scheduled time, its tender will be eliminated from the evaluation process.

**11.4. Choice of selected tenderer**

The award criteria for this contract will be the best quality for price offer within the maximum value of the service as per the following grid:

* Experience in projects related to youth work, youth policies, intercultural dialogue and cooperation, youth participation, reconciliation and cross-border youth cooperation - 20%
* Experience in implementation of regional and cross-border projects; - 5%
* Experience in work with intergovernmental and regional organizations and structures; - 10%
* Direct experience in working on issues in developing training curricula, manuals, or similar activities; - 10%
* Experience in the Western Balkans in the area of education, youth and peace management/ leadership; community engagement is an advantage - 10%
* Understanding and addressing y-peer learning on youth, peace and security concept (YPS) and YPS relevance to other marginalized youth groups and organizations; - 10%
* High organizational and administrative capacities of organization; - 10%
* Experience in sub-granting; Experience in working with youth directly and implementation of youth and grassroots ideas on the ground; - 10%
* Excellent skills in English and local language; - 10%
* Proficiency in current office software applications. - 5%

**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 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 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**

**“IMPLEMENTING PARTNER FOR DELIVERY OF LOCAL ACTIVITIES**

**IN MONTENEGRO”**

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

1. **The Regional Youth Cooperation Office (RYCO),** duly established and organized under the laws 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, Serbian citizen, born on 15.04.1977, in Belgrade, Serbia, adult, with full legal capacity to act, hereinafter referred to as “*RYCO*” or the “*Contracting authority*”

*on the one part*

and

1. *”*Full official name of the Service Provider, Legal status/title, Official registration number, Full official addres, represented by [insert Name, Title of the legal representative], hereinafter referred to as the “*Service provider* or the “*Implementing partner”,*

*on the other part,*

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

By signing this Contract, the Parties confirm that have read, understood and accepted the Contract as well as all its obligations and conditions.

**Preamble**

This Contract is connected to the Project “Supporting the Western Balkan's Collective Leadership on Reconciliation: Building Capacity and Momentum for the Regional Youth Cooperation Office (*hereinafter* RYCO)”, supported by the United Nations Peace-building Fund (*hereinafter* UNFPA) and implemented by RYCO.

**Article 1**

**Subject of the Contract**

1. The subject of this Contract is the provision of services and support by the Service Provider to RYCO for the implementation of local activities in Montenegro, within the frame of Output 2 of the Project, under partnership with UNFPA Albania, and as per defined work plan of the activities.
2. RYCO shall retain the Service Provider and the Service Provider shall assist RYCO upon the terms and conditions outlined herein and in the Terms of Reference, part of and attached to this Contract.
3. The Service Provider hereby states that it is fully capable to provide the Services under this Contract and has no other commitments or engagements to other persons, which could prevent from performing the obligations under this Contract.

**Article 2**

**Term of the Contract**

1. The implementation period of this Contract shall be from month/ day/ 2021 until
month/ day/ 2021.
2. The Service provider cannot, under any circumstances, start work before the date on which this Contract enters into force.

**Article 3**

**Scope of Work and Deliverables**

1. The Implementing partnershall be responsible for the implementation of the following activities:
2. Provide administrative and logistical support to implementation of supported ideas (2 mini grants) in Montenegro; and
3. Organize and implement national promotion of best practices and implemented mini grants in Montenegro.
4. The Implementing partner shall work closely with RYCO’s local Staff and will report directly to the Head of the Local Branch Office in Montenegro.
5. This Service contract shall involve local travel within Montenegro if needed and possible due to the travel restrictions imposed by the local authorities related to COVID-19.

**Article 4**

**Deliverables and Timeline**

The Implementing partnershall undertake and deliver 2 (two) deliverables according to the following indicative timeline:

|  |  |  |  |
| --- | --- | --- | --- |
| no. | Deliverable | Supporting documentation | Deadline |
|  | Programmatic and administrative support for the implementation of best ideas- mini grants. | Photos; Supporting documents - reports, monitoring plans; Promo materials. | February 28th, 2021 |
|  | National promotion of best practices and implemented mini grants. | Promotion plan;All promotional products. | March 31st, 2021 |

**Article 5**

**Price of Contract and Payments Modality**

1. The total gross amount dedicated to the execution of this Contract is [ *insert amount in number and letters*] euro, and shall be distributed as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| ***Activity*** | ***Timeline*** | ***Budget (EUR)*** | ***Budget (USD)*** |
| Service fee of the provider | February - March 2021 | [*insert amount*] | [*insert amount*] |
| Implementation of mini grants | February 2021 | [*insert amount*] | [*insert amount*] |
| Best practices promotion | February - March 2021 | [*insert amount*] | [*insert amount*] |
| ***Total budget*** |  | [*insert amount*] | [*insert amount*] |

1. The total amount of this Contract includes and covers the costs of travel and logistics of the Service provider.
2. The Contracting authority shall execute the payment to the local Implementing Partner for the performance of the services in 3 (three) instalments, according to the following schedule:
3. 1st installment of [*insert amount in number and letters*] EUR upon signature of the contract;
4. 2nd installment of [*insert amount in number and letters*] EUR) after the approval of first deliverable, no later than March 15th, 2021
5. 3rd installment of [*insert amount in number and letters*] after the approval of the second deliverable, no later than April 15th, 2021.
6. RYCO shall disburse the amounts mentioned in this Contract, in EUR, to the following bank account:

*Bank account holder name:*

*Address of the bank:*

*Account number:*

*IBAN:*

*SWIFT:*

1. For the payment of each instalment the Service provider will be requested to submit the approved deliverables and reports which should be in English and invoices (*signed originals*) using the templates which will be provided by RYCO.
2. The payment shall be considered as executed by RYCO when RYCO submits to the Bank the bank order for the transfer of the monthly amount to the bank account of the Service Provider.
3. 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.
4. 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.
5. 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.
6. 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 6**

**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 her obligations.
2. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite her to submit any observations within 5 (five) day of receiving notification. If the Contracting authority does not accept these observations, it shall 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 7**

**Termination of the Contract**

1. The Contracting authority may at any moment terminate the Contract if the Service provider:
	1. is performing the tasks 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, 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 may at any moment terminate the Contract if she is not able to fulfil her obligations. The Service provider must formally notify the Contracting authority and include the reasons. The termination will take effect on the date the Contracting authority will formally notify confirmation of the termination.
4. Only fees for days actually worked and expenses for actually carried out before termination may be paid.

**Article 8**

**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 9**

**Taxes**

The Service Provider is solely and exclusively responsible for paying income taxes, health and social contributions, as well as other obligations in compliance with the relevant tax requirements and legislation, related to this assignment.

**Article 10**

**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 11**

**Notifications**

1. Any notice or other communication in relation to the Contract between the Parties shall be made in writing, be delivered by hand and/or sent via registered mail or e-mail to the following addresses:
2. Contracting authority: RYCO:

*Address:*

*Contact point: [Name/Surnname/ Position]*

*Tel:*

*E-mail:*

1. Service Provider:

*Address:*

*Contact point: [Name/Surnname/ Position]*

*Tel:*

*E-mail:*

1. The Service Provider has to notify RYCO in writing immediately for any change of her address or electronic mail address, otherwise any notification issued by RYCO shall be deemed as received by the Service Provider to the address provided in this Contract.
2. Both Parties undertake the obligation to notify immediately one another of any changes in their registration, residence or legal representation, which may have an impact on the execution of present Contract and on their professional relationship.

**Article 12**

**Entirety of the Contract**

8.1 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.

8.2 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.

8.3 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.

**Article 13**

**Information and confidentiality**

1. RYCO shall provide to the Service provider all information necessary in order to carry out the Services in a full and proper manner.
2. The Service provider shall keep RYCO constantly informed of all information of which the Service provider becomes aware during the term of this Contract and relating to the Services.
3. The Service provider agrees that all data, documents, discussion, or other information developed, received or provided for the performance of this Contract are deemed confidential and shall not be disclosed by the Service provider without prior written authorization by RYCO. RYCO shall grant such authorization if disclosure is required by law. Upon request, all RYCO’s data shall be returned to RYCO upon the termination of this Contract. The Service provider’s duty of confidentiality shall survive the termination of this 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 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 trainer must keep the records and supporting documents until these procedures end.

**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 shall 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**

**Governing law and Dispute settlement**

1. This Contract shall be governed by, executed and interpreted in accordance with the laws of Albania, as the Host Country of the Contracting authority, and in compliance with RYCO’s internal rules and regulations.
2. In the event of disputes arriving out of or in connection with this Contract, parties undertake to first reach an amicable settlement.
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**

**Language of the Contract**

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.

**Article 18**

**Language of the Contract**

The language of this Contract as well as any written correspondence between the contracting Parties shall be only in English.

The entire Agreement between the parties is composed of the:

1. Contract;
2. Terms of reference;
3. Expression of Interest; and
4. Financial offer.

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:

.

For the Contracting authority: For the Service Provider:

M. Djuro Blanusa M./Mr./ [*Insert name surname*]

Secretary General, [*Insert Title/Position*]

Regional Youth Cooperation Office [*Insert name of the organization*]

**D: `TERMS OF REFERENCE**

**Call for Applications for implementing partner for delivery of local activities in Montenegro**

**Position:** Implementing partner

**Main beneficiary:** Regional Youth Cooperation Office (RYCO)

**Financing institution:** United Nations Peacebuilding Fund (UNPBF) and United Nations Population Fund (UNFPA)

**Duration:** until 31 March 2021

**Location:** Podgorica, Montenegro

**Background**

RYCO is an intergovernmental organization that stewards and promotes regional, cross-border and intercultural cooperation within and among its six Western Balkan Contracting Parties: Albania, Bosnia and Herzegovina, Kosovo[[1]](#footnote-1), Montenegro, North Macedonia and Serbia. RYCO’s program focuses on creating opportunities for young people to engage in activities that build mutual understanding and reconciliation in the civic, social, educational, cultural, and sports domains. RYCO initiates and participates in policy making and advocates for reform. It supports the development of a political and social environment that empowers and facilitates youth exchange. A key instrument enabling RYCO to fulfill its mission is grant-making; developing tailored calls for proposals that enable CSOs and schools to engage in initiatives that contribute to mutual understanding of youth from various communities across RYCO’s Contracting Parties, thus contributing to reconciliation and youth participation.

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.

With the support of the United Nations Peacebuilding Fund, in partnership with UNDP – United Nations Development Programme, UNFPA – United Nations Population Fund, UNICEF - The United Nations Children's Fund, RYCO is implementing the project “Supporting the Western Balkan's Collective Leadership on Reconciliation: Building Capacity and Momentum for RYCO”.

This service falls under Output 2 of the project: Capacities of youth groups and grassroots organizations to access and use RYCOs resources to engage in peacebuilding and social cohesion activities in the WB6 will be strengthened, supported by UNFPA. Within this Output, a y-peer manual on peacebuilding and conflict transformation was drafted using the Training of trainers approach, and a group of youth from vulnerable communities trained in two phases of TOT in y-peer approach to peacebuilding. National teams were formed for implementation of two local workshops in each Western Balkans Contracting Party through which the knowledge and skills gained through the training will be transferred to more youth in each CP. In each CP, best ideas in the field of peacebuilding will be supported through this initiative and a promotional campaign implemented in early 2021.

Read more about the project [here](https://www.rycowb.org/?page_id=7704).

**Objective of the service and scope of work**

The local implementation partner will be engaged to support RYCO in implementing the local activities in Montenegro under Output 2 of the project, under partnership with UNFPA Albania and as per defined work plan of the activities.

The local implementation partner will closely work with RYCO Local Branch Office in Montenegro, and will be responsible for implementation of the following tasks:

* Provide administrative and logistical support to implementation of supported ideas (2 mini grants) in Montenegro.
* Organize and implement national promotion of best practices and implemented mini grants in Montenegro.

**Key Outputs, Indicative Timeline and Budget**

Local implementation partner shall undertake the following:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Deliverable  | Supporting documentation | Deadline |
|  | Programmatic and administrative support for the implementation of best ideas- mini grants;  | Photos;Supporting documents - reports, monitoring plans, etc.;Promo materials; | 28 February 2021 |
|  | National promotion of best practices and implemented mini grants; | Promotion plan;All promotional products; | 31 March 2021 |

|  |  |  |  |
| --- | --- | --- | --- |
| ***Activity*** | ***Timeline*** | ***Budget (in EUR)*** | ***Budget (in USD)*** |
| Service fee of the provider | February - March 2021 | 2,000 | 2,200 |
| Implementation of mini grants | February 2021 | 5,500 | 6,000 |
| Best practices promotion | February - March 2021 | 4,500 | 5,000 |
| **TOTAL** |  | 12,000 | 13,200 |

The contractor will be invited to sign a service contract with RYCO.

The Contract will be realized in Euro and the payment will be conducted in three installments.

* First instalment of 3,000 EUR (*3,300 USD)* will be paid to the local partner after the signing of the contract;
* Second instalment of 7,000 EUR (*7,700 USD*) will be paid to the local partner after the approval of first deliverable no later than 15 March 2021.
* Third installment of 2,000 EUR *(2,200 USD)* will be paid to the local partner after the approval of the second deliverable no later than 15 April 2021.

For payment of each installment the contractor will be requested to submit the approved deliverables and reports which should be in English and invoices (signed originals) using the templates which will be provided by RYCO.

The financial offer cannot exceed the total amount foreseen for these services. The contractor is responsible for paying all the taxes related to this assignment. Please note that all costs of travel and logistics should be included in the financial offer.

The consultancy will involve local travel within Montenegro if needed and possible due to the travel restrictions imposed by the local authorities combating the spread of the COVID-19.

The contractor will report to the Head of Local Branch in Montenegro.

**Local partner profile**

* Experience in projects related to youth work, youth policies, intercultural dialogue and cooperation, youth participation, reconciliation and cross-border youth cooperation;
* Experience in implementation of regional and cross-border projects;
* Experience in work with intergovernmental and regional organizations and structures;
* Direct experience in working on issues in developing training curricula, manuals, or similar activities;
* Experience in the Western Balkans in the area of education, youth and peace management/ leadership; community engagement is an advantage
* Experience in dealing with governmental counterparts particularly within youth sectors and related areas is considered an advantage;
* Understanding and addressing the issues that affect personal, community and political security among young people;
* Understanding and addressing y-peer learning on youth, peace and security concept (YPS);
* YPS relevance to other marginalized youth groups and organizations;
* Understanding and relevance of YPS towards girls and young women;
* High organizational and administrative capacities of organization;
* Experience in sub-granting;
* Experience in working with youth directly and implementation of youth and grassroots ideas on the ground;
* Excellent skills in English and local language;
* Proficiency in current office software applications;

**Application Procedure:**

Interested applicants are advised to carefully study all sections of this ToRs and ensure that they meet the general requirements as well as specific qualifications described. Incomplete applications will not be considered. Please make sure you have provided all requested materials. Interested bidders should develop and submit their application and consultancy proposal in English, no later than 15/02/2021, 17h00 in electronic version, to procurement@rycowb.org.

The application should contain:

* Letter of interest:

(a) State specific motivation to be selected;

(b) Describe relevant experience to meet the criteria as set above;

* Curriculum Vitae of the team members who will be engaged in the delivery of service
* Statute of the organization and copy of confirmation on Tax number
* Financial offer including all applicable taxes. The offer should be in EUR (and preferably also in USD).

**Evaluation Criteria and Selection Process**

Only the highest ranked bidders who would be found qualified for the service will be considered for the financial evaluation. Interviews with the shortlisted bidders may be considered, before taking a final decision for the candidate who will be granted the contract.

Award criteria will be the best quality for price offer within the maximum value of the service.

* Experience in projects related to youth work, youth policies, intercultural dialogue and cooperation, youth participation, reconciliation and cross-border youth cooperation - 20%
* Experience in implementation of regional and cross-border projects; - 5%
* Experience in work with intergovernmental and regional organizations and structures; - 10%
* Direct experience in working on issues in developing training curricula, manuals, or similar activities; - 10%
* Experience in the Western Balkans in the area of education, youth and peace management/ leadership; community engagement is an advantage - 10%
* Understanding and addressing y-peer learning on youth, peace and security concept (YPS) and YPS relevance to other marginalized youth groups and organizations; - 10%
* High organizational and administrative capacities of organization; - 10%
* Experience in sub-granting; Experience in working with youth directly and implementation of youth and grassroots ideas on the ground; - 10%
* Excellent skills in English and local language; - 10%
* Proficiency in current office software applications. - 5%

**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

***Contract title:*** *“Implementing partner for delivery of local activities in Montenegro*”.

***Financed by :*** *United Nations Peacebuilding Fund (UNPBF) and United Nations Population Fund (UNFPA)*

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 legal entity making the tender.

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

|  |  |
| --- | --- |
| **Insert: Full name of the entity**  |  |
| **State the legal form of entity:**  |  |
| **Insert: Name of the representative of the legal entity and the title**  |  |
|  **Insert: Full name of the leader and the member/s part of the consortium (If applicable)**  |  |
| **Insert: Name of the representative of the leader and members of the consortium (if applicable)** |  |
| **Insert: Full official address of the legal entity** |  |
| **Insert full official address of the members of the consortium (if applicable)** |  |

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

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

**2. TENDERER’S STATEMENT**

**As part of their tender, the legal 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 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 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 Legal 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** |  |
| **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**

**“Implementing partner for delivery of local activities in Montenegro”**

* + - 1. Please insert your offer in the third column as per the following indicators

|  |  |  |
| --- | --- | --- |
| ***Activity*** |  ***Maximum budget (in EUR)*** |  ***Offer*** |
| Service fee of the provider | 2,000 |   |
| Implementation of mini grants | 5,500 |   |
| Best practices promotion | 4,500 |   |
| **TOTAL** | 12,000 |   |

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

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

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

1. This designation is without prejudice to positions on status, and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo Declaration of Independence [↑](#footnote-ref-1)