Tirana 03/06/2021

**INVITATION TO TENDER**

**“Contract for the event management of four LBO Bosnia and Herzegovina program activities in 2021”**

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.

 Head of Contracting Authority

Albert Hani

Secretary General

**A: SERVICE CONTRACT NOTICE**

**1. Procedure:** Open procedure

**2. Contract title: “**Contract for the event management of four LBO Bosnia and Herzegovina program activities in 2021”

**3. Financed from:** *Regional Youth Cooperation Office (RYCO).*

**4. Contracting Authority:** *Regional Youth Cooperation Office (RYCO).*

**CONTRACT SPECIFICATION**

**5. Nature of contract:**  Global based

**6. Contract description:** RYCO is requiring the effective provision of event management services for the implementation of four local activities of the Local Branch Office located in Sarajevo, Bosnia Herzegovina. Event management services are required for the implementation of local activities scheduled for 2021, as per the defined work plan. All activities will be held in Bosnia Herzegovina during July - December 2021. A detailed description is provided in the Terms of Reference, part D of the Tender Dossier.

**7. Number and titles of lots:**  Sole lot

**8.** **Maximum budget**: 17 200 EURO

**CONDITIONS OF PARTICIPATION**

**9.** **Eligibility:** Participation in tendering is open on equal terms to duly registered local legal Entities/Companies, performing this type of activity, participating either on their own or as a consortium.

**10. 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.

**11. 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.

 **12. Sub-contracting:** Subcontracting is allowed.

**PROVISIONAL TIMETABLE**

**13. Provisional commencement of the contract:**  End of June 2021.

**14. Implementation period of the tasks**: July 2021 – 31st December 2021

**SELECTION AND AWARD CRITERIA**

**15. Selection criteria**

The following selection criteria will be applied to the tenderers.

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

The objective of these criteria is to examine whether or not the tenderer:

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

The service provider should fulfil the below requirements:

* Duly registered legal person (Company or Agency) with requisite professional experience in event management;
* Has minimum experience of 5 years in the provision of event management services;
* Has at least 5 permanent staff;
* Has at least 5 similar experiences in the last three years;
* Availability to offer services within the implementation period.
1. ***Financial offer***
* *The objective of this criterion is to identify the technically compliant Economic Operator offering the lowest price. .*

**16. Award criteria:**  The award criterion will be the price. The contract will be awarded to the lowest price among technically compliant tenderers.

**TENDERING**

**17. Deadline for receipt of tenders: 18/06/2021, 17h00**

**18. 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*” and “Terms of References” including the annexes, part of this tender dossier.

**18. 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.

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

**20**. **Alteration or withdrawal of tenders:** Tenderers may alter or withdraw their tenders by electronic notification sent in the same email address mentioned in point 18 prior to the deadline for submission of tenders. No tender may be altered after this deadline.

**21. Legal basis:**

 **-** RYCO’s Rules for Procurement

 - Statute of the Regional Youth Cooperation Office

**B: INSTRUCTIONS TO TENDERERS**

**Contract title**: “Contract for the event management of four LBO Bosnia and Herzegovina program activities in 2021”

**Financed from:**  Regional Youth Cooperation Office (RYCO)

**Contracting authority:** Regional Youth Cooperation Office (RYCO)

**When submitting their tenders, tenderers must follow all instructions, forms, terms of reference and relevant annexes, 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. **Services to be provided**

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 this Contract.

1. **Timetable**

|  |  |  |
| --- | --- | --- |
|  |  **DEADLINE** | **TIME\*** |
| **Deadline for requesting clarification from the contracting authority** | **Up to 5 (five) working days before the deadline for submission of tenders** |   |
| **Last date for the contracting authority to issue clarification** | **At the latest 2 (two) working days before the deadline for submission of tenders**  |   |
| **Deadline for submitting tenders** |  **18/06/2021** |  **17:00** |

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

1. **Participation, qualification and subcontracting**
2. **Participation:** Participation in tendering is open on equal terms to duly registered local legal entities/ Companies, performing this type of activity, participating either on their own or as a consortium.
3. **Qualification:** Upon meeting the selection criteria.
4. **Sub – contracting:** Sub - contracting is allowed.

1. **Content of tender.**

**The tender must include 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.*

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

*The potential tenderer must submit:*

* Certificate of Registration/Incorporation;
* Company profile with a list of clients, number of employees and list of similar assignments;
* Statement of Satisfactory Performance from one previous client during last years;
* Consortium agreement if applicable.

Documentary proof should be scanned copies of the original or notarized copies.

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

**4.2. Financial offer**

The financial offer must be presented according to the Financial offer form, ANNEX II of the Tender Dossier, expressed in EUR, VAT and all applicable taxes included.

Tenderers are reminded that:

**The total financial offer cannot exceed 17 200 EUR as well as the maximum budgets available per each event as specified in the Terms of Reference, part D of the Tender Dossier.**

The service provider is responsible for paying all the taxes related to this contract.

**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 these clauses will constitute an irregularity and may result in rejection of the tender.

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

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, 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.

- Information meeting: No information meeting is foreseen.

1. **Submission of tenders**

 Tenders must be sent to the contracting authority within the 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. **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. **Evaluation of tenders**

9.1 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.

9.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required are to be evaluated at the start of this stage.

9.3 Financial evaluation

a) The purpose of the financial evaluation process is to identify the tenderer offering the lowest price among technically compliant offers.

b) Any arithmetical errors are corrected without penalty to the tenderer such that,

If there is a discrepancy between amounts 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.

1. **Choice of selected tenderer / Award Criteria**

The sole award criterion will be the price. The contract will be awarded to the lowest price among technically compliant tenderers.

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. **Confidentiality**

The entire evaluation procedure is confidential, subject to the contracting authority’s legislation 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).

1. 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 is 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)**

**14.1. Notification of award**

The successful tenderer will be informed by electronic means that its tender has been accepted.

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 awarded tenderer.

The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers.

**14.2. 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 and upon confirmation of availability 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 best 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 and the implementing of the contract, 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;
* there are fundamental changes to the economic or technical data of the project;
* 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;
* the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

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 in the same e mail address tenders were submitted ***up to 3 days after receiving evaluation results.*** The Contractor Authority should respond to the tenderer by electronic means too at the latest 2 (two) days after receiving the compliant.

**C: DRAFT CONTRACT**

**FOR**

**“EVENT MANAGEMENT OF ACTIVITIES IN THE LOCAL BRANCH OFFICE OF THE REGIONAL YOUTH COOPERATION OFFICE IN BOSNI AND HERZEGOVINA DURING 2021”**

This Service contract,the “Contract*”*, is entered into on \_\_\_\_\_\_\_\_\_\_\_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. Albert Hani, adult, with full legal capacity to act, hereinafter referred to as “*RYCO*” or the “*Contracting authority*”

*on the one part*

and

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

*on the other part,*

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

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

**Article 1**

**Subject of the Contract**

1. The subject of this Contract is the provision of services and support by the Service Provider for the implementation of local activities in the Local Branch Office of RYCO in Bosnia and Herzegovina (BiH) during 2021.
2. All event management services shall be provided in BiH.
3. 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.
4. 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. This Contract shall enter in force on ------------, 2021 and shall continue in full force and effect until ---------------, 2021.
2. The Service provider cannot, under any circumstances, start work before the date on which this Contract enters into force.

**Article 3**

**Deliverables and timeline**

1. Under the guidance of the Head of the Local Branch Office of RYCO in BiH the Service provider shall undertake and deliver the services for each Event as follows:

Activity no. 1: “Advance Peace and Advocacy Camp (#PAC)”:

1. Travel arrangements for 20 young people from their place of residency (Albania, BiH, Kosovo\*, Montenegro, North Macedonia and Serbia) to Sarajevo;
2. Prepare two lunch packages: one (1) for when they arrive on 27/07 in Sarajevo and second (2) for when they departure from Sarajevo on 05/08.

*\* 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.*

Activity no. 2: “SFF- In Youth Eyes: WESTERN BALKANS YOUTH TEAM”:

Travel arrangement for 25 young people (18 participants from Western Balkans 6 plus representatives from RYCO’s team, 1 (one) Local Branch Office (LBO) +Communication and Visibility Officer (CVO) from their place of residency (Albania, BiH, Kosovo\*, Montenegro, North Macedonia and Serbia) to Sarajevo;

Activity no. 3: “RYCO Caravan in BiH”:

* Travel and Accommodation arrangements for 7 persons from organization team (RYCO BiH + Governing Board Youth representative + representatives from all three Youth councils) from place of residence of the team to cities where the activity will be held – Tuzla, Mostar, Brčko, Banja Luka.
* Travel costs arrangement or reimbursement for 20 participants per city/activity/event
* Refreshments and lunch for up to 30-35 participants of the event

Activity no. 4: “Capacity building training of the local youth structures/local youth councils”:

* Travel and accommodation arrangements for 20 participants from BiH in Sarajevo;
* Arrangement of the venue/working place of the training;
* Refreshments and lunch for the participants and organizing team;
* Engage 1 (one) facilitator/trainer for the training.

In case of on an “Online event” due to restrictive health measures, the Service provider shall be in charge to provide production services in agreement with the Contracting authority.

1. The Service provider shall implement all activities according to the following indicative plan and timeline:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Activity/Month | June 2021 | July 2021 | Aug 2021 | Sep 2021 | Oct 2021 | Nov 2021 | Dec 2021 |
| Advance Peace and advocacy camp (#PAC) |  | 27.7 - | 05.08. |  |  |  |  |
| In Youth Eyes SFF Youth group |  |  | 13-20.8. |  |  |  |  |
| RYCO Caravan |  |  |  | First week of August |  |  |  |
| Regional meeting between NYCs and RYCO (TBC) |  |  |  |  |  |  |  |
| Capacity building training of the local youth structures |  |  |  |  |  |  |  |

1. Both Parties can agree to change the indicative plan and timeline in case of sudden changes due to external circumstances.
2. The Service provider shall prepare a narrative report on each delivered service.

**Article 4**

**Obligations of the Service provider**

1. The Service provider is responsible for supplying all necessary equipment, materials and other resources required for the execution of this Contract.
2. All activities and deliverables undertaken by the Service provider shall be preliminarily discussed and planned in consultation with RYCO.

**Article 5**

**Obligations of RYCO**

RYCO shall:

1. communicate on a regular basis with the Service provider,
2. provide feedback and guidance on the performance of the Service provider,
3. provide all other necessary support in order to achieve the objective of this Contract,

**Article 6**

**Reporting**

The Service provider will directly report to the Head of the Local Branch Office of RYCO in Bosnia and Herzegovina.

**Article 7**

**Price of Contract and Payments Modality**

1. The total gross amount dedicated to the execution of this Contract is: [*insert amount in letters and numbers*] EUR
2. The total gross amount of this Contract includes and covers the costs of travel, accommodation, and logistics or any other such expenses incurred by the Service provider during the execution of this Contract.
3. The Contracting authority shall execute the payment for the performance of the services under this Contract in 4 (four) installments, as follows:
4. The 1st installment, representing up to 14.53% of the price of the Contract for Activity no. 1;
5. The 2nd installment, representing up to 23.26% of the price of the Contract for Activity no. 2;
6. The 3rd instalment, representing up to 29.07 % of the price of the Contract for Activity no. 3;
7. The 4th installment, representing up to 33.14 % of the price of the Contract for Activity no. 4.
8. RYCO will execute the payment for each installment, in EUR, upon acceptance of the deliverables and within 30 (*thirty*) days from the submission of the invoice by the Service provider, to the following bank account:

*Bank account holder name:*

*Address of the bank:*

*IBAN / Account number:*

*SWIFT:*

*Bank name:*

*Currency: EUR*

1. For the payment of each installment the Service provider will be requested to submit the approved deliverables and reports, which should be in English, using the templates which will be provided by RYCO, and respective invoice(s) (*signed originals*).
2. The payment shall be considered as executed by RYCO when RYCO submits to the Bank the bank order for the transfer of the 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 fulfill the conditions or if the Service provider is in breach of any of the obligations under this Contract.

**Article 8**

**Reimbursement of Expenses**

The Contracting authority may recover any amount that was paid but was not due under this Contract. In this case the Service provider must repay the amount specified in the debit note to the Contracting authority, within 15 (*fifteen*) days upon reception of the notification.

**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 fulfill its obligations.
2. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite it 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 10**

**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 it is not able to fulfil its 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 11**

**Performance of the Contract**

1. The Service provider must perform the Contract in close collaboration with RYCO’s staff, within the set deadlines and to the highest professional standards, as well as in accordance to the Contracting authority’s internal rules, procedures and regulations and. 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 12**

**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 executes the tasks assigned to it.

**Article 13**

**Taxes**

The Service Provider is solely and exclusively responsible for paying any taxes or obligations in compliance with the relevant tax requirements and legislation, related to this assignment.

**Article 14**

**Notifications**

1. All communication by and between RYCO and the Service provider concerning the execution of this Service contract shall be directed to M/Ms. [*name, surname, title/position*] to the following e-mail address: ----------------------@rycowb.org, and to
M/Ms. [*name, surname, title/position*] on behalf of the Service provider, to the following email address: --------------------------
2. The Service Provider has to notify RYCO in writing immediately for any changes of its 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.
3. Both Parties undertake the obligation to notify immediately one another of any changes, such as registration, residence or legal representation, which may have an impact on the execution of present Contract and on their professional relationship.

**Article 15**

**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 to the other Party, within 30 (thirty) days of receiving notification.

**Article 16**

**Entirety of the Contract**

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.
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.
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 17**

**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 18**

**Records and Supporting Documentation**

1. The Service provider must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the Contracting authority’s request.
2. The Service provider must keep all records and supporting documentation for 5 (five) 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 19**

**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 20**

**Applicable 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 21**

**General Provisions**

1. The language of the written correspondence between the contracting Parties of this Contract shall be in English.
2. None of the parties shall be responsible to the other for any delay in the fulfilment of its obligations herein, if this delay is caused by a *Force majeure*. However, this Force majeure clause applies only if the events take place after the signature of this Contract, so that it makes impossible or unduly burdensome for one of the parties to fulfil its obligations.
3. The entire Agreement between the Parties is composed of the following documents:
4. Contract;
5. Terms of reference; and
6. 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. Albert Hani M/Ms [*name surname*]

[*Signature*] [*Signature*]

Secretary General, *Title/Position*

Regional Youth Cooperation Office *Company name*

**D: TERMS OF REFERENCE**

**Contract title:** Contract for the event management of four LBO Bosnia and Herzegovina program activities in 2021

**Contracting authority:** Regional Youth Cooperation Office

**Financing:**  Regional Youth Cooperation Office

**Work-base:** Local Branch Office, Sarajevo, Bosnia and Herzegovina

**Commencement date of the contract**: End of June 2021

**Duration:** July - December 31, 2021

**Maximum total budget available**: EUR 17, 200.00

**Status of the entity:** Local service provider (company or agency)

**Background of RYCO**

Regional Youth Cooperation Office (RYCO) is an intergovernmental organization that stewards and promotes regional, cross-border and intercultural cooperation within and among its six Western Balkans (WB6) Contracting Parties, aiming to promote the spirit of reconciliation and cooperation between the youth in the region through youth exchange programs. The Agreement on the establishment of RYCO was signed by the WB6 Contracting Parties Prime Ministers at Western Balkans Summit held in Paris, on July 4, 2016, within the Berlin Process. RYCO’s unique governance system brings together government and civil society representatives to ensure young people are represented at all levels within the organization. RYCO is represented in all six Contracting Parties: Albania, Bosnia and Herzegovina, Kosovo\*, Montenegro, North Macedonia, and Serbia through the Local Branch Offices, while its Head Office is the organizational hub situated in Tirana. 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 policymaking and advocates for reform. It supports the development of a political and social environment that empowers and facilitates youth exchange.

**Objectives and scope of the assignment**

RYCO is requiring the effective provision of event management services for the implementation of local activities of the Local Branch Office located in Sarajevo, Bosnia and Herzegovina. Event management services are required for the implementation of local activities scheduled for 2021, as per the defined work plan. All activities will be held in different parts of Bosnia and Herzegovina in the period from July to December 2021.

**Tasks and deliverables**

The tasks of this contract are as follows:

* Arrangement of travel and/or reimbursement of travel costs for participants of local activities;
* Accommodation for participants of local activities;
* Arrangement of venue for implementation of local activities;
* Refreshment for participants of local activities;
* Administrative and logistical support for the implementation of tasks stated in the contract.

Deliverables within this contract are as follows:

 **Activity no. 1: “Advance Peace and advocacy camp (#PAC)”**:

* Travel arrangements for 20 young people from their place of residency (Albania, BiH, Kosovo\*, Montenegro, North Macedonia and Serbia) to Sarajevo;
* Prepare two lunch packages: one (1) for when they arrive on 27/07 in Sarajevo and second (2) for when they departure from Sarajevo on 05/08.

 **Activity no. 2: “SFF- In Youth Eyes: WESTERN BALKANS YOUTH TEAM”**:

* Travel arrangement for 25 young people (18 WB6+RYCO team per one LBO +CVO) from their place of residency (Albania, BiH, Kosovo\*, Montenegro, North Macedonia and Serbia) to Sarajevo;

 **Activity no. 3: “RYCO Caravan in BiH”**:

* Travel and Accommodation arrangements for 7 persons from organization team (RYCO BiH + GB Youth representative + representatives from all three Youth councils) from place of residence of the team to cities where the activity will be held – Tuzla, Mostar, Brčko, Banja Luka.
* Travel costs arrangement or reimbursement for 20 participants per city/activity/event
* Refreshments and lunch for up to 30-35 participants of the event

**Activity no. 4: “Capacity building training of the local youth structures/local youth councils”**:

* Travel and accommodation arrangements for 20 participants from BiH in Sarajevo;
* Arrangement of the venue/working place of the training;
* Refreshments and lunch for the participants and organizing team;
* Engage 1 (one) facilitator/trainer for the training.

**Administrative and logistical support for the implementation of tasks stated in the contract.**

**Duration and time-frame**

The service provider should complete all tasks and deliver results during June/July 2021 – 31st December 2021.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Activity/Month | April 2021 | May 2021 | June 2021 | July 2021 | Aug 2021 | Sep 2021 | Oct 2021 | Nov 2021 | Dec 2021 |
| Advance Peace and advocacy camp (#PAC) |  |  |  | 27.7 - | 05.08. |  |  |  |  |
| In Youth Eyes SFF Youth group |  |  |  |  | 13-20.8. |  |  |  |  |
| RYCO Caravan |  |  |  |  |  | First week of August |  |  |  |
| Regional meeting between NYCs and RYCO (TBC) |  |  |  |  |  |  |  |  |  |
| Capacity building training of the local youth structures |  |  |  |  |  |  |  |  |  |

The proposed time line can be changed due to pandemic situation and internal planning.

**Required qualifications are as follows:**

⦁ Duly registered legal person (Company or Agency) with requisite professional experience in event management;

⦁ Has minimum experience of 5 years in the provision of event management services;

⦁ Has at least 5 permanent staff;

⦁ Has at least 5 similar experiences in the last three years;

⦁ Availability to offer services within the implementation period.

**Evidences and supporting documents:**

Required supporting documents and evidences:

* Certificate of Registration/Incorporation:
* Company profile with a list of clients, number of employees and list of similar assignments;
* Statement of Satisfactory Performance from one previous client during last years;
* Consortium Agreement if applicable.

**Budget and payment modalities**

The selected service provider will be invited to sign a service contract with Regional Youth Cooperation Office (RYCO). The contract will be realized in Euro and the payment will be conducted in four installments, after each of activities.

For the payment of each of four installments, the contractor will be requested to submit an invoice with travel, accommodation and cost specifications and narrative report on delivered services per activity on implemented activity.

The service provider is responsible for paying all the taxes related to this contract.

The total maximum budget available for this contract is EUR 17 200.

The available budget presented per activity:

* RYCO (#PAC) Peace building Advance Camp (2.500 EUR) up to 14.53% of the whole budget.
* RYCO Caravan in BiH up to (5.000 EUR) up to 29.07% of the whole budget.
* In Youth Eyes – SFF Youth Group up to (4.000 EUR) up to 23.26% of the whole budget.
* Capacity building for youth local structures (5.700) up to 33.14% of the whole budget.

The potential tenderers should include in their financial offer the price per unit (event) and the total value (VAT included).

**Award criteria**

The contract will be awarded the lowest price among technically compliant offers.

*\* This designation is without prejudice to positions on status, and is in line with UNSC 1244 and the ICJ Opinion on the Kosovo declaration of independence.*

**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

***Contract title: “****Contract for the event management of four LBO Bosnia and Herzegovina program activities in 2021”*

***Financed from:*** *Regional Youth Cooperation Office (RYCO)*

*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 legal entity**  |  |
| **State the legal form of entity:**  |  |
| **Insert: Name of the representative of the entity and the title (CEO/Administrator)** |  |
|  **In case of consortium, insert the names of the members.** |  |
| **Insert: Full official address of entity** |  |
| **In case of consortium:** **Insert full addresses of the members.** |  |

* 1. **CONTACT PERSON/s (for this tender)**

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

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

**2. TENDERER’S STATEMENT**

**As part of their tender, each Legal Person/Company identified under point 1 of this form, must submit a 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. The price of my tender is (insert total price in numbers and words) (in EUR): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- In my offer VAT and all applicable taxes as well are included.

1. I am making this tender in my own right. I confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract.
2. I state that I have the technical, financial 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 which is the subject of this tender procedure. 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.
6. I note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
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 to implement the tasks set out in the Terms of Reference, if this tender is successful.
8. 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, each Legal Person/ Company 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 fulfillment 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 that the person 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 FORM**

**As part of their tender, each Legal Person/Company 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**

 **FINANCIAL OFFER**

**Contract title: “Contract for the event management of four LBO Serbia program activities in 2021”**

**Financed from:** Regional Youth Cooperation Office (RYCO)

1. My financial offer is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert total price in numbers and words) EUR.
2. Financial offer includes VAT and all applicable taxes.

|  |  |
| --- | --- |
| **Activity/Events** | **Insert price per unit/event (EUR)** |
|  RYCO (#PAC) Peace building Advance Camp up to 14.53 % of the whole budget |  |
|  RYCO Caravan in BiH up to 29.07% of the whole budget |  |
|  In Youth Eyes – SFF Youth Group up to 23.26 % of the whole budget.  |  |
|  Capacity building for youth local structures up to 33.14% of the whole budget. |  |
| **Total financial offer (VAT & applicable taxes included)** |  |

|  |  |
| --- | --- |
| **Name** |  |
| **Signature and stamp** |  |
| **Date** |  |