Tirana, 30/08/2021

**INVITATION TO TENDER**

**“Design and creation of the RYCO digital youth platform (Hajde)”**

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: “**Design and creation of the RYCO digital youth platform (Hajde)”

**3. Financed from:** *The German Ministry of Foreign Affairs (GMFA)*

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

**5.** **Work base:** Western Balkans 6

**CONTRACT SPECIFICATION**

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

**7. Contract description:** RYCO is seeking for a specialized service provider which is experienced in developing web applications and/or web based platforms. The main objective of this assignment is to develop and build RYCO digital youth platform and accompanying app (Name of the platform will be **Hajde**). The platform’s main functions will be to promote the spirit of reconciliation and cooperation between the youth in the region through youth exchange programs; showcasing and disseminating RYCO’s activities and advocacy promote interaction and collaboration among key users of the site, promoting the work to stakeholders. A detailed description of this assignment is provided in the Terms of Reference, part D of the Tender Dossier.

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

**9.** **Maximum budget available:**  22 500 Euro

**CONDITIONS OF PARTICIPATION**

**10. Eligibility:**  Participation in tendering is open on equal terms to duly registered legal entities (Companies) in one of the Western Balkans 6 Contracting Parties, performing this type of activity.

**11. Number of tenders**: No more than one tender can be submitted by a tenderer participating either on their own or as member of a consortium. In the event that a tenderer submits more than one tender, all tenders in which the eligible entity has participated will be excluded

**12. Sub-contracting:**  Sub – contracting is not allowed.

**13. Grounds for exclusion**: As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the listed exclusion situations.

**PROVISIONAL TIMETABLE**

**14. Provisional commencement of the contract:** End of September 2021.

**15. Implementation period of the tasks**: End of September 2021 – End of October 2021.

**SELECTION AND AWARD CRITERIA**

**16. Selection criteria**

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

1. **Technical offer and methodology:**

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

* The technical offer and methodology drawn up and submitted by the tenderer to be used for developing the web platform, as part of his tender is suitable and efficient for the implementation of this contract.

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

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

* The tenderer has the professional qualification, experience and capacities appropriate to this contract as per the TOR qualification requirements as following:
* Service provider must be a duly registered legal entity (Company) in one of the WB6 Contracting Parties performing this type of activity.
* Service provider must have adequate capacities with prior rich experience in the field;
* Excellent knowledge on website security, website hosting services and development of website applications;
* Demonstrated abilities to create and design visual and digital content that is clear, concise and able to convey and present products in an engaging manner for varied audiences;
* Work experience and demonstrated abilities to create content for a variety of audiences on internet (provide links to previous work/portfolios as examples​) ​;
* Work experience in creation of visual identity and branding of web platforms;
* Proven experience in creation of E-tools;
* The service provider must have at least four (4) years of work expertise on developing web applications.
* At least three (3) assignments/ services conducted within the previous 3 years’ period;

1. **Human Resource Capacities:**

In order to implement this assignment, the service provider should be composed of at least three members of the team, with the following profiles:

**Key personnel 1: Project Manager**

* At least 3 years of experience in the field of web project management. Bachelor Degree Academic Level is considered an asset.
* Fluency in English language, both spoken and written.
* Managing at least one project in the last two years that includes web content management systems and large, complex web platforms.
* Good communication and time management skills.

**Key personnel 2: Senior Programmer**

* At least 5 years of experience in the field of Computer Sciences and Programing of Web platforms, excellent understanding of coding methods and best practices.
* Strong knowledge of JavaScript, PHP, and SQL, strong knowledge of user interfaces & strong knowledge of HTML and web frameworks.
* Solid experience in coding.
* Prior experience interviewing end-users for insight on functionality, interface, problems, and/or usability issues.
* Fluency in English language, both spoken and written and good communication skills.

**Key personnel 3: User Interface (UI) and User Experience (UX) designer**

* At least 3 years of experience in the field of Graphic Design and User Experience.
* At least two projects realized in production of web graphic design.
* Fluency in English language, both spoken and written.

1. ***Financial offer***

* *The objective of this criterion is examine if the financial offer submitted by the tenderers for the implementation of this contract aligns with the quality of the tender and is within the upper limit of budget available for this contract.*

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

**TENDERING**

**17. Deadline for receipt of tenders: 14/09/2021, 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](mailto:procurement@rycowb.org)

Tenders submitted by any other means will not be considered.

By submitting a tender tenderer 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. Offer validity period:** The offer validity period is 90 (ninety) days from the deadline for submission of tenders.

**22. Legal basis:**

**-** RYCO’s Rules for Procurement:

- Rules for procurement as stipulated in the Grant Agreement;

- Statute of the Regional Youth Cooperation Office

**B: INSTRUCTIONS TO TENDERERS**

**Contract title**: “Design and creation of the RYCO digital youth platform (Hajde)”

**Financed from:**  The German Ministry of Foreign Affairs (GMFA)

**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** | **14/09/2021** | **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 legal entities (Companies) in one of the Western Balkans 6 Contracting Parties, performing this type of activity.
3. **Qualification:** Upon meeting the selection criteria.
4. **Sub – contracting:** Sub - contracting is not 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:*

* Technical offer including the methodology to be used for developing the web platform, the details for each stage, together with a preliminary working plan and milestones of completion of task.
* Company profile and portfolio of the service provider (I.e.: demonstration of previous work, including evidence for at least four (4) years of work expertise in the relevant field, with the presentation of at least 3 (three) assignments/ services conducted within the previous 3 years’ period (with links of online applications and any other relevant work to this assignment
* Curriculum vitae (CVs) of 3 key personnel;
* Financial offer
* Certificate of Registration/Incorporation:
* Agreement of entering in a consortium/cooperation agreement between experts (if applicable)

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

Statements must be in original. 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 as an amount in Euro (all applicable taxes included) and must be submitted using the template of Annex II (Financial offer form) of this tender dossier.

Tenderers are reminded that:

* The financial offer cannot exceed 22 500 Euro, all the applicable taxes included).
* 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](mailto: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](mailto: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 set in the tender dossier without substantially departing from or attaching restrictions to them.

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

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

**9.2 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.

**9.3. Evaluation of financial offers**

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

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

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

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

The most economically advantageous tender is the technically compliant tender with the best price-quality ratio, determined by the composite results of the technical and financial evaluation on a 90/10 basis having regard of the following evaluation greed:

|  |  |
| --- | --- |
| 1. Organization and methodology | Maximum points 50 |
| 1. Expertize and professional experience | Maximum points 40 |
| 1. Financial offer | Maximum points 10 |

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 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**

**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 issued, 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/ Implementation**

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 SERVICE CONTRACT**

**FOR**

**“THE DESIGN AND CREATION OF THE DIGITAL YOUTH PLATFORM AND MOBILE APP FOR THE REGIONAL YOUTH COOPERATION OFFICE”**

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 Albania, under registration number L71911452J having its registered address and Head Office at Rruga “Skenderbej”, 8/2/2 in Tirana, Albania, legally represented by Secretary General, Mr. Albert Hani, adult, with full legal capacity to act, hereinafter referred to as the “*Contracting authority*” or “*RYCO*”.

*of the one part*,

and

1. **[*insert name of the company*]**, a company incorporated under the laws of **[*insert name of the country*]**, having its registered office at: **[*address of the place*]**, registered with the unique registration number **[*insert NUIS No*.]**, legally represented for the purposes of the signature of this Contract by **[*insert the full name of the legal representative*], [*insert the tittle of the legal representative*],**adult, with full legal capacity to act, referred to as the “*Service provider*” or “*the Designer*”.

*of the other part*

Hereinafter each of them referred to as the “Party” and collectively as the “Parties”.

**Preamble**

This Contract is related to the activities and mission RYCO.

**Article 1**

**Object of the Contract**

1. The object of the Contract is the design and creation of the Digital Youth Platform “*Hajde*” along with its dedicated Mobile App.
2. The Designer hereby states and warrants to RYCO that it is fully capable to provide the services as envisaged in this Contract and has no other commitments or engagements to other persons, organizations or entities which could prevent it from performing its obligations under the present Contract.

**Article 2**

**Definitions**

1. In this Contract, the following terms shall be interpreted as indicated:
2. “RYCO” means the organization procuring the services under this Contract.
3. “The Service provider/ Designer” means the organization, company, firm or legal entity providing the services under this Contract.
4. “The Contract” means this agreement entered into between RYCO and the Designer, including all attachments and appendices, and specifically the terms of reference and the financial offer.
5. “The Contract Price” means the price payable to the Designer by the Contracting authority under the Contract for the full and proper performance of its contractual obligations.
6. “The Services” means services to be provided by the tenderer/bidder including any documents, which the Designer is required to provide to RYCO under this Contract.
7. “I[ncidental services](https://www.lawinsider.com/dictionary/incidental-services)” means those services ancillary to the accomplishment and delivery of the services, transfer of knowledge, provision of security measures and any other incidental services, such as installation, commissioning, management, training of RYCO Staff, provision of technical assistance, and other such obligations of the Designer covered under the Contract.
8. Technical specifications mean the document that prescribes technical requirements to be fulfilled by the product, process or service in order to fully comply with the functional specification.
9. “Day” means calendar day.

**Article 3**

**Term of the Contract**

1. This Contract shall enter into force on **[*insert d/m*]**, 2021 and shall be in full force and affect until **[*insert d/m*]** 2021.
2. The Designer cannot, under any circumstances, start work before the date on which this Contract enters into force.
3. The Designer must perform the Contract within the set deadlines and to the highest professional standards. Timely provision of the Services is of the essence of the Contract.
4. If the Designer cannot fulfil its obligations, it must immediately inform RYCO.

**Article 4**

**Scope of Work**

The Designer agrees to design and develop the Youth Digital Platform “*Hajde*”, along with the dedicated Mobile App in strict accordance with the technical specifications including security requirements as described in the Technical Information and Terms of reference, part of and attached to this Contract.

**Article 5**

**Deliverables**

1. The Designer shall deliver the following deliverables:
2. Deliverable no. 1: Final methodology, common visual identity and wireframe (Layout Design) for the web platform to be finalized and approved by the Contracting Authority;
3. Deliverable no. 2 Develop, host and maintain full functional web portal, including the Mobile App, and deliver the relevant documents to RYCO; and
4. Deliverable no. 3: Launch the Web portal and the dedicated Mobile App.
5. The Designer must demonstrate a mock-up of the application with all functionalities throughout the development phase.

**Article 6**

**Incidental services**

1. The Designer agrees to provide the following incidental services:
2. Develop a user manual and deliver a webinar for the support staff and system administrators to perform content upload, system maintenance and administration;
3. Train a minimum of three RYCO staff on the means and technicalities of the management of the new website/app and CMS and provide facilitated and clear user guide/training guide;
4. Provide guidance on web hosting needs and security setups and administration privileges and controls;
5. Performance, supervision, maintenance and/or repair of the Digital Platform and the dedicated Mobile App, for a period of time as agreed by the parties;
6. Conduct any other service deemed as necessary for the accomplishment of the tasks and obligations under this contract.

**Article 7**

**Price and Payment modality**

1. The total price for the provision of the services, including also Incidental Services, under this Contract is ***[insert amount in number]*** EUR ***[insert amount in letters]*** EUR, VAT included.
2. RYCO shall execute the payment for the performance of the services under this Contract in 2 (two) instalments, as follows:
3. 1st instalment, representing 20% of the price of the Contract, for Deliverable no. 1); and
4. 2nd instalment, representing 80% of the price of the Contract, for Deliverable 2) and 3).
5. RYCO will execute the payment for each instalment upon acceptance and approval of each deliverable and reports/documents. RYCO will execute the payment within 30 (*thirty*) days from the submission of each respective invoice (*signed original*) by the Designer, to the following bank account:
6. RYCO shall execute the payment in Euro to the following bank account of the Designer:
7. *Bank account holder name: [insert designation of the bank account holder]*
8. *Bank name: [insert the designation of the bank]*
9. *Address of the bank: [insert the address of the bank]*
10. *IBAN/Account number: [insert IBAN No.]*
11. *SWIFT: [insert SWIFT No.]*
12. *Currency: EUR*
13. The payment be considered as executed when RYCO submits to the Bank the bank order for the transfer of the amount to the bank account of the Expert.
14. . The Designer shall be responsible for the payment of all taxes, duties, and charges assessed on it in connection to this Contract.
15. RYCO shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Designer has completed, to the satisfaction of RYCO, the delivery of the services and the incidental services to which those payments relate.

**Article 8**

**Provision of the Services**

1. The Incidental services shall be performed and completed by the same delivery date, unless otherwise stated in this Contract or expressly requested by RYCO.
2. In the event of breach of the above-mentioned clauses RYCO reserves the right to:
3. Terminate this Contract without liability by giving an immediate notice and to charge the Designer with any loss incurred as a result of the Designer failure to perform the delivery and/or incidental services within the time specified; or
4. Charge a penalty of 5 % of the total Contract price for every day of delay or breach of the delivery of the services schedule by the Designer.

**Article 9**

**Inspection and Acceptance**

1. Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
2. RYCO or its representative shall have the right to inspect and/or test the provided services at no extra cost to RYCO at the premises of the Designer or at the point of the delivery of the services. The Designer shall facilitate such inspections and provide required assistance.
3. RYCO shall have 15 (fifteen) calendar days after proper receipt of the services to inspect them and either accept or reject them as non-conforming with this Contract. RYCO reserves the right to reject the entire delivery if during the inspection of the services and deliverables it results that they do not comply with the technical requirements. RYCO’s right to reject the services and deliverables such as the RYCO Digital Youth Platform and the dedicated App, shall not be limited or waived by the services having been previously inspected or tested by RYCO prior to delivery.
4. The Designer agrees that any acceptance by RYCO does not release the Designer from any warranty or other obligations under this Contract.

**Article 10**

**Warranties**

1. The Designer warrants that all the technical requirements under this Contract have no defect, arising from design, materials, security indicators, digital infrastructure or from any act or omission of the Designer that may develop under normal use of the delivered services.
2. This warranty shall remain valid for 12 (twelve) months after the services have been delivered to and accepted as indicated in this Contract. In case the Designer does not or cannot not fix the products emitted by the delivery of the services, the Designer should provide new products similar or more advanced, within 30 (thirty) days, from the notification.
3. The Designer warrants that all products that are designed and created under this Contract are in full compliance with the technical requirements as explicitly foreseen in the terms of reference inseparable and integrated part of this contract.
4. All the products delivered under this Contract will conform to the specifications, samples, or other descriptions specified by RYCO.
5. RYCO shall promptly notify the Designer in writing of any claims arising under this warranty.
6. Upon receipt of such notice, the Designer shall, within the time period specified in the notice, fix or replace the defects of the products or any or parts thereof, without cost to RYCO.
7. RYCO’s continued use of such products after notifying the Designer of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier’s warranty.
8. The Designer further declares and warrants that:

(a) It has full title to the produced digital products, is fully qualified to design, create and disseminate the products to RYCO, and is a company/legal entity financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the services in accordance with this Contract;

(b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Contract;

(c) In all circumstances it shall act in the best interests of RYCO;

(d) No official or employee of RYCO or any third party has received or will be offered by the Designer any direct or indirect benefit arising from this Contract;

(e) It has not misrepresented or concealed any material facts in the procuring of this Contract;

(f) The Designer, its staff or shareholders have not previously been declared by RYCO ineligible to be awarded contracts by RYCO;

(g) It shall abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice;

(h) The prices for the services under this Contract do not exceed those offered for similar digital products and services to the Designer for other customers;

**Article 11**

**Obligations of RYCO**

RYCO shall:

1. Provide the necessary support to the Designer for the performance of all required services and to achieve the objective of this Contract;
2. Undertake the final control and acceptance of the deliverables;
3. Provide feedback and guidance on the performance of the Designer;
4. Communicate with the Designer on a regular basis.

**Article 12**

**Termination and Re-procurement**

1. If RYCO terminates this Contract in whole or in part for default on the part of the Designer, it may acquire elsewhere services similar to those terminated and the Designer shall be liable for any excess costs to RYCO for the re-procurement of those services.
2. The Contracting authority may at any moment terminate the Contract if the Designer:
   1. is performing its obligations poorly,
   2. is not performing; or
   3. has committed substantial errors, irregularities or fraud.
3. The Contracting authority must formally notify the Designer of its intention, include the reasons why and invite it to submit any observations within 5 (five) 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.
4. The Designer may at any moment terminate the Contract if it is not able to fulfil its obligations in carrying out the work required. The Designer must formally notify the Contracting authority and include the reasons why by giving 15 (fifteen) days’ notice. The termination will take effect on the date the Contracting authority will formally notify confirmation of the termination.
5. The Designer can submit to RYCO a payment request for the tasks already executed on the date of termination, within 30 (thirty) days from the date of termination.

**Article 13**

**Force Majeure**

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Contract if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

**Article 14**

**Independent Contractor**

The Designer shall provide the services under this Contract as an independent contractor and not as an employee, partner, or agent of RYCO.

**Article 15**

**Audit**

The Designer agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of services including incidental services under this Contract. The Designer shall make all such records available to RYCO or its designated representative at all reasonable times until the expiration of 5 (five) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Designer shall be available for interview.

**Article 16**

**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 Designer and accepted by RYCO. Such delivery and acceptance are considered to constitute an effective assignment of the rights from the Designer 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 17**

**Refund**

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

**Article 18**

**Applicable Law and Dispute Resolution**

1. This contract is subject to the laws of Albania, as the Host Country of the Contracting authority.
2. Any dispute, controversy or claim arising out of or in connection to this Contract, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
3. If an amicable solution to a dispute arising from the application of this Contract with regard to its interpretation or application has not been reached within 30 (*thirty*) days from the commencement of such negotiations, the complaining party may appeal to the competent court in Albania.

**Article 19**

**Confidentiality**

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

**Article 20**

**Notices**

1. All communication by and between the Designer and RYCO concerning the execution of this Contract shall be directed to **[*insert name of the representative*]** on behalf of RYCO, to the following e-mail address:  **[*insert name*]** @rycowb.org and to **[*insert name of the representative*]** on behalf of the Designer, to the following email address **[*insert email address*].**
2. Both Parties undertake to notify immediately one another of any change in their registration, residence or legal representation, or any other changes which may have an impact on the execution of the present Contract and on their professional relationship.

**Article 21**

**Status of RYCO**

Nothing in this Contract affects the privileges and immunities enjoyed by RYCO as an intergovernmental organization. The official logo and name of RYCO may only be used by the Designer in connection with this Contract and with the prior written approval of RYCO.

**Article 22**

**Assignment and Subcontracting**

1. The Designer shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by RYCO.
2. Any subcontract entered into by the Designer without approval in writing by RYCO may be cause for termination of the Contract.
3. In certain exceptional circumstances, by prior written approval of RYCO, specific jobs and portions of the Contract may be assigned to a subcontractor. Notwithstanding the said written approval, the Designer shall not be relieved of any liability or obligation under this Contract nor shall it create any contractual relation between the subcontractor and RYCO.
4. The Designer remains bound and liable and it shall be directly responsible to RYCO for any faulty performance under the subcontract.
5. The subcontractor shall have no cause of action against RYCO for any breach of the subcontract.

**Article 23**

**Amendment**

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 5 (five) days of receiving notification.

**Article 24**

**Severability**

If any part of this Contract is found to be invalid or unenforceable, that part will be severed from this Contract and the remainder of the Contract shall remain in full force.

**Article 25**

**Entirety**

1. The Contract shall be interpreted by considering its terms and conditions as an entirety. Any clause or wording that may create uncertainty must be viewed in the context of the entire Contract and in the view of the purposes that caused both Parties to enter into this Contract.
2. This Contract covers all arrangement between the Parties, related to the object herein and substitutes all and any previous agreements and understandings between the Parties, whether written or verbal.

**Article 26**

**Governing Language**

The language of this Contract is English. All correspondence and other documents pertaining to this Contract, which are exchanged by the parties, shall be written in the same language.

**Article 27**

**Final Clauses**

The entire Agreement between the Parties is composed of the:

1. Contract,
2. Terms of Reference, and
3. Financial offer.

Done in English in 3 (three) originals: 2 (two) originals being for the Contracting authority; and 1 (one) original being for the Designer.

**For the Contracting Authority: For the Designer:**

Mr. Albert Hani **[name of the legal representative]**

Secretary General **[insert position]**

Regional Youth Cooperation Office (RYCO) **[insert name of the company]**

**D: TERMS OF REFERENCE**

**Contract title:** Design and creation of the RYCO digital youth platform (Hajde)

**Contracting authority:** Regional Youth Cooperation Office

**Financing:**  *The German Ministry of Foreign Affairs (GMFA)*

**Work-base:** WB6

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

**Duration:** End of September – October 23, 2021

**Maximum total budget available**: 22.500 EUR

**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.

1. **Objectives and scope of work**
   1. Objectives

Design and creation of the RYCO digital youth platform (**Hajde** is the name of the platform) with accompanying mobile app.

New RYCO Youth Info platform should be designed to provide daily promotion of regional youth cooperation, youth experiences, opportunities and storytelling, being end-user oriented.

* 1. Info about the name – meaning of the word Hàjde

Hajde is the commonly used expression within WB6 that means come on, let’s go, let’s, let us, or anything along those lines. Well –known as a optimistic, proactive word for movement, change, call to activity, it embodies our aim towards youth within WB6 – to inspire young people to seize the opportunities and embrace the positive change in their communities.

**\***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

* 1. Tasks and Deliverables

We are seeking a specialized service provider which is experienced in developing web applications and/or web based platforms. The main objective of this assignment is to develop and build RYCO digital youth platform and accompanying app (Name of the platform will be **Hajde**). The platform’s main functions will be to promote the spirit of reconciliation and cooperation between the youth in the region through youth exchange programs; showcasing and disseminating RYCO’s activities and advocacy promote interaction and collaboration among key users of the site, promoting the work to stakeholders. The platform should be in English language and have so called sub-directories for each contracting party of this project, with the possibility of introducing multilingual functions in the later stage which includes being accessible in different languages. If needed, the accessibility in above mentioned languages will be part of a separate procedure. Under the guidance of RYCO Team, the service provider will be expected to undertake the following tasks:

* A common visual identity to be created for the project (Graphic chart, Name, Logo, Typography, Colors, Forms) and communication support (Newsletter templates, social network templates, goodies e.g. bags, eco tools…)
* Collaborate and participate in the co-designing process of the web platform, where layout, tools, content structures and functionalities meet the needs of the project and follow the structure of the newly developed RYCO digital youth platform. Based on the above and this ToR, the contractor will develop a design concept for the site and for app budgeting it separately, but within the given budget. The solution enhanced to provide a better experience to youth users will be chosen. The company will adjust the final concept based on feedback and comments from the RYCO team.
* Design based on the requirements from project team: creation of clear website structure and database structure, clean site & page layout (both on the front and back end), easy to use, flexible navigation & search functions, content management, user interfaces, easily accessible, quality of content, user-friendliness, easy maintenance/update, information retrieval etc.
* Incorporating all data based on the needs of RYCO during the process (designs, website guidelines, documents, content) and adapt them based on the custom needs of RYCO;
* Integrate effective search and aggregate functions that interact with social media platforms, a RYCO discussion board, and linkages to an easily managed e-mail newsletter as well as a way to manage visitors and those interested in receiving updates about RYCO. (Search function by news, type of publication/guidance, type of resource, events, contracting party story and issue; search resources by free text, indexing).
* Browser compatibility. The site must be compatible with the current versions of the following browsers (Firefox, Safari, and Chrome).
* Updates of website applications, tools and plugins; configuration/setup of firewalls, anti-hacker tools, spam and antivirus plan for the website, along with the hosting plan; quality assurance;
* Configuration of data types and implementation of security structures and firewalls to ensure privacy policies and of data protection (GDPR);
* Testing the platform and app before official launch, providing the basic training to RYCO staff for using the platform / app and creating the user manual.
* Buying the domain, maintenance and support within the 12 (twelve) months period, following official acceptance of the system by the RYCO. The maintenance scope of work includes bug fixing, minor changes to the system for its fine-tuning and providing help with updating the system with data and information provided by the end-users.

Design and creation of an MOBILE APP:

Developing of Hybrid and Native Mobile Applications for Phones and Tablets (Android & IOS) based on the specifications:

* Simplicity for the user. Convenient user interface/ user friendly interface. Must adhere to platform specific UI standards provided by Apple and Google respectively.
* Administration Panel: A web admin panel with options to manage the Apps data must be developed using the latest combination of technologies.
* Gather requirements, specifications and analyze, and produce prototypes
* Test, debug and improve applications optimization for better performance
* Search. It must have a system of search and filters that can be set.
* Suggestion for Native Apps, Web Apps or Hybrid Apps.
* Quality assurance

**Hajde** platform is planned to be launched within October 2021.

1. **Technical Information:**

RYCO digital youth platform should use/support the following web and infrastructure technologies:

* Latest PHP version or equivalent technology;
* Latest MySQL version or equivalent database to support the solution;
* Use of latest frameworks and open source platforms;
* Support of different cache levels;
* Open source framework of server side to run the application;
* Enough space to handle all data of the E-services and user requests;
* Unlimited databases and records;
* Unlimited bandwidth;
* Latest techniques on creation of front end applications: Markup-languages like HTML, CSS and JavaScript applied;
* Mobile friendly;
* Latest encryption technologies of sensitive data and passwords;
* Dynamic pages and SEO friendly;
* Web application and its functionalities to be managed within a Content Management System (CMS);
* The ability to integrate video and audio materials in standard format (FLV, SWF, MP4, AVI, MP3, H.264, and WMA) and other well-known media formats. Possibility to integrate photo, video or audio materials from external pages, hyperlinks, etc.
* Warranty and maintenance services including post-service maintenance and support (duration will be agreed)
* Ability to scale based on the requests
* Provide data durability (at least 9.99%)
  1. **Tools and options of the platform**

The web platform must have these basic tools and options:

* Standard page elements including header, footer, tabs, persistent navigation, contact us, email and page print options should be included in the templates.
* Signup for latest news and subscription form
* Search option for geo & interest-based parameters through developed six web subsections (one for each contracting party where should be gathered all nationally – based items). Search options: Search with keywords, find opportunities, filters that include Region, Causes/Interests, Skills, Categories section, Indexing;
* The subsections web pages should incorporate functionalities to guarantee the latest information on that subsection is displayed (news, resources, publication/guidance, contracting party stories, blog, events) - all including strong visual language and a responsive design for the website by following an iterative development process.
* SEO web design is required, including the proposition of web technologies for web development (the most advanced Java I / or WordPress technologies, or alternative modern scalable).
* Matching tool for people who seek opportunities and recruiters;
* Matches based on Causes/interests or categories
* Statistics on the usage of the platform through different sections
* User management: Different access levels inside the platform;
  1. **Search Engine Optimization and site analysis**

The contracted web development company will ensure the search engine optimization. The SEO work will include:

* Keyword research & analysis
* Site analysis
* Competitive analysis
* Site content optimization
* HTML code optimization
* Search Engine submission (free search engines)
* Link exchange
* Web ranking report
  1. **Knowledge transfer**
* Develop a user manual and deliver a webinar for the support staff and system administrators to perform content upload, system maintenance and administration.
* Train a minimum of three RYCO staff on how to manage the new website/app and CMS and easy to read user guide/training guide.
* Provide guidance on web hosting needs and security setups and administration privileges and controls.

The service provider must provide all necessary documentation after the successful completion of tasks, as below:

* Usage manual of the platforms and tutorials;
* Installation manual;
* Configuration manual;
* Clear documentation in written of coding and its structure;
  1. **Security requirements**

The application is foreseen to have a high level of security, encryption of sensitive data, use of SSL certificates, and prevent unauthorized access to its infrastructure. Therefore, the service provider must provide and take in consideration to prove and take action on developing the following categories of security issues by prevent/handle unauthorized access and ensure data protection:

* Risk Assessment;
* Authentication;
* Authorization and Access Control;
* Session Management;
* Data and input Validation;
* Cross Site Scripting;
* Command Injections Flaws;
* Buffer Overflows;
* Error Handling;
* Logging;
* Remote Administration;
* Web Application and;
* Server Configuration.

1. **Deliverables**

* Final methodology, common visual identity and wireframe​ (Layout Design) for the web platform is finalized and approved by Contracting Authority;
* To develop, host and maintain full functional web portal, including the app, and to have relevant documents delivered to RYCO
* Web portal and mobile app is launched.

The service provider must demonstrate a mock-up of the application with all functionalities throughout the development phase. All products will be considered completed at the time when the Contracting Authority declares satisfaction with the results.

1. **Profile of providers:**

* Service provider must be a duly registered legal entity (Company) in one of the WB6 Contracting Parties performing this type of activity.
* Service provider must have adequate capacities with prior rich experience in the field;
* Excellent knowledge on website security, website hosting services and development of website applications;
* Demonstrated abilities to create and design visual and digital content that is clear, concise and able to convey and present products in an engaging manner for varied audiences;
* Work experience and demonstrated abilities to create content for a variety of audiences on internet (provide links to previous work/portfolios as examples​) ​;
* Work experience in creation of visual identity and branding of web platforms;
* Proven experience in creation of E-tools;
* The service provider must have at least four (4) years of work expertise on developing web applications.
* At least three (3) assignments/ services conducted within the previous 3 years’ period;

1. **Human Resource Capacities:**

In order to implement this assignment, the service provider should be composed of at least three members of the team, with the following profiles:

**Key personnel 1: Project Manager**

* At least 3 years of experience in the field of web project management. Bachelor Degree Academic Level is considered an asset.
* Fluency in English language, both spoken and written.
* Managing at least one project in the last two years that includes web content management systems and large, complex web platforms.
* Good communication and time management skills.

**Key personnel 2: Senior Programmer**

* At least 5 years of experience in the field of Computer Sciences and Programing of Web platforms, excellent understanding of coding methods and best practices.
* Strong knowledge of JavaScript, PHP, and SQL, strong knowledge of user interfaces & strong knowledge of HTML and web frameworks.
* Solid experience in coding.
* Prior experience interviewing end-users for insight on functionality, interface, problems, and/or usability issues.
* Fluency in English language, both spoken and written and good communication skills.

**Key personnel 3: User Interface (UI) and User Experience (UX) designer**

* At least 3 years of experience in the field of Graphic Design and User Experience.
* At least two projects realized in production of web graphic design.
* Fluency in English language, both spoken and written.

6. **Indicative budget and payment modality**

The selected company will be invited to sign a service contract with RYCO. The Contract will be realized in Euro and the Payment will be conducted in two instalments:

* First instalment of 20% of total fee, after the Final methodology and Wireframe (Layout Design) for the web platform is finalized and approved by Contracting Authority.
* Second instalment in the amount of 80% of total fee, after a full functional web portal is developed (including proves for hosting and maintaining full functional web portal), including the app, all relevant documents delivered to RYCO and web portal launched.

For payment of each installment the company will be requested to deliver the reports/documents which should be submitted in English with the invoice supporting the rendering of services. Invoices should be prepared in accordance with laws stipulating the place of origin.

The Service provider is responsible for paying all the taxes related to this assignment.

Maximum limit budget is 22.500 EUR.

7. **Evidences and supporting documents**

Interested and qualified service providers need to enclose following documents to the application:

* Technical offer including the methodology to be used for developing the web platform, the details for each stage, together with a preliminary working plan and milestones of completion of task.
* Company profile and portfolio of the service provider (I.e.: demonstration of previous work, including evidence for at least four (4) years of work expertise in the relevant field, with the presentation of at least 3 (three) assignments/ services conducted within the previous 3 years’ period (with links of online applications and any other relevant work to this assignment)
* Curriculum vitae (CVs) of 3 key personnel;
* Financial offer
* Certificate of Registration/Incorporation:
* Consortium Agreement if applicable.
* Bank account details to which the payments shall be made (mandatory).

8. **Award criteria**

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.

**Evaluation of financial offers**

Upon completion of the technical evaluation, the financial offers for tenders that were not eliminated during the technical evaluation will be evaluated. Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

**Choice of selected tenderer**

The best price-quality ratio is established by weighing technical quality against price on an 90/10 basis having regard of the following evaluation greed:

|  |  |
| --- | --- |
| 1. Organization and methodology | Maximum points 50 |
| 1. Expertize and professional experience | Maximum points 40 |
| 1. Financial offer | Maximum points 10 |

**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

***Contract title:*** *“Design and creation of the RYCO digital youth platform (Hajde)”*

***Financing :*** *The German Ministry of Foreign Affairs (GMFA).*

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 official name of legal entity (Company0 or entities (in cases of consortium)** |  |
| **State the official legal form of entity or entities (in cases of consortium)** |  |
| **Insert: Name of the representative of Entity and Signature** |  |
| **Insert: Name of the representative of the Members (Only in cases of consortium) and Signature.** |  |
| **Insert: Full official address of Entity** |  |
| **Insert: Full official address of Members Entity (in cases of consortium)** |  |

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

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

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

**2. TENDERER’S STATEMENT**

**As part of their tender, the Legal Entity(Company) 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 sum in numbers and words) (in EUR): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*In my offer VAT and all applicable taxes 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 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 Contracting 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 practices 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.
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 recognize 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 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.
8. 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 and Organization and methodology. 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** |  |
| **Stamp** |  |
| **Date** |  |

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

**As part of their tender, each Legal Entity (Company0 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 are 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 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** |  |
| **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 Entity (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 |  |
| FULL OFFICIAL ADREESS OF BANK BRANCH |  |

**ACCOUNT HOLDER’S DATA**

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

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

**F: ANNEX II**

**FINANCIAL OFFER**

**Contract title:** “Design and creation of the RYCO digital youth platform (Hajde)”

**Financed from:** The German Ministry of Foreign Affairs (GMFA).

1. My financial offer is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert price in numbers and words) EUR.
2. In my offer all applicable taxes are included.

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