Tirana, 20/10/2021

**INVITATION TO TENDER**

**“Supply and production of branded visibility materials for Regional Youth Cooperation Office (RYCO)”**

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:** “Supply and production of branded visibility materials for Regional Youth Cooperation Office (RYCO)”

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

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

**5.** **Delivery location:** Regional Youth Cooperation Office (RYCO), “Skenderbej street”,8/2/2, 1000, Tirana, Albania.

**CONTRACT SPECIFICATION**

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

**7. Contract description:** RYCO is seeking the services of a local legal entity providing printing services to produce and supply branded visibility materials for RYCO. 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:** 31 000 Euro

**CONDITIONS OF PARTICIPATION**

**10. Eligibility:**  Participation in tendering is open on equal terms to duly registered legal entities performing this type of activity in Albania.

**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:** Beginning ofNovember 2021.

**15. Implementation period of the tasks**: End of November 2021.

**SELECTION AND AWARD CRITERIA**

**16. Selection criteria**

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

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

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

Has the professional qualification, experience and capacities appropriate to this contract as per the TOR qualification requirements as following:

The service provider should have:

* More than 3 years of experience in production of visibility materials.
* Demonstrated technical capacities for the design and production of printed, textile and gadget visibility materials. To demonstrate technical capacities, the applicant should provide electronic (photo) samples of previously produced visibility materials when applying.

1. ***Financial offer***

* The objective of this criterion is to 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: 08/11/2021, 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:

- Statute of the Regional Youth Cooperation Offic

**B: INSTRUCTIONS TO TENDERERS**

**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** | **08/11/2021** | **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 performing this type of activity in Albania.
3. **Qualification:** Upon meeting the selection criteria.
4. **Sub – contracting:** Sub - contracting is not allowed.
5. **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:*

* CV/Portfolio of the service provider (I.e.: demonstration of previous work in the relevant field including the electronic (photo) samples of previously produced visibility materials including as well a list of clients the applicant has provided similar services.
* Copy of legal registration.
* Agreement of entering in a consortium (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 in Euro and must be submitted using the template of Annex II of this tender dossier.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice is 31 000 Eur.

In the total financial offer submitted VAT and all applicable taxes must be included.

**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.

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 70/30 basis having regard of the following evaluation greed:

|  |  |
| --- | --- |
| 1. Experience | Maximum 30 % |
| 1. Portfolio (including previous samples) | Maximum 40 % |
| 1. Financial offer | Maximum 30% |

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 CONTRACT**

**FOR**

**“THE PRODUCTION AND SUPPLY OF BRANDED VISIBILITY MATERIALS FOR THE REGIONAL YOUTH COOPERATION OFFICE.”**

This Supply Contract the “Contract”, is signed on **d/m/ 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 the 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 “*Supplier*”

*of the other part*

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

**Preamble**

This Contract is funded by RYCO’s budget.

**Article 1**

**Object of the Contract**

1. The object of the Contract is the provision of services related to the production and supply of branded visibility materials for RYCO’s core activities.
2. The Supplier 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 goods under this Contract.
3. “The Contractor/Supplier” means the organization, company, firm or legal entity providing the Goods under this Contract.
4. “The Contract” means this agreement entered by and between RYCO and the Supplier, 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 Supplier by the Contracting authority under the Contract for the full and proper performance of its contractual obligations.
6. Good(s)” the products/equipment/visibility materials provided and delivered by the tenderer/bidder to RYCO.
7. “The Services” means services to be provided by the tenderer/bidder including any documents, which the Supplier is required to provide to RYCO under this Contract.
8. “I[ncidental services](https://www.lawinsider.com/dictionary/incidental-services)” means those services ancillary to the supply/delivery of the Goods, such as transportation, and any other incidental services, such as commissioning, provision of technical assistance, provision of samples and any other such obligations of the Supplier covered under the Contract.
9. Technical specifications mean the document that prescribes technical requirements to be fulfilled by the product, process or service in order to comply with the functional specification.
10. “Day” means calendar day.

**Article 3**

**Term of the Contract**

This Contract shall enter into force on **d/m/2021** and shall be in full force and affect until   
**d/m/ 2021**.

**Article 4**

**Supply of Goods**

1. The Supplier agrees to design and develop branding materials such as the production of printed, textile and gadget visibility materials.
2. The Supplier agrees to produce and deliver the visibility materials in strict accordance with the technical specifications and quantity in line with the indicated timelines, as described in the respective terms of reference, part of and attached to this Contract, and accepted by the Supplier in his offer.
3. The timely provision of the services and the supply of the respective Goods is of essence for the adequate accomplishment of the tasks and obligations of the Supplier under this Contract.
4. The visibility materials should be in conformity with the EU standards.

**Article 5**

**Deliverables and Services**

1. The Supplier agrees to provide the following services:
2. Samples or specimen of materials to produce as part of this assignment, in order to obtain a final approval by RYCO for production;
3. Production of printed, textile and gadget visibility materials;
4. The final design following consultations and approval by RYCO in line with RYCO’s identity standards and other design elements;
5. Any other services deemed necessary for the accomplishment of the tasks and obligations under this Contract.
6. The Supplier shall deliver the required items according to the units and specifications mentioned in the Terms of Reference.

**Article 6**

**Price and Payment modality**

1. The total Price for the design, production and supply of the visibility materials including any Incidental Services under this Contract is **[*insert amount in letters and numbers*]**EUR, VAT included.
2. Upon delivery and acceptance of the Goods by RYCO, the Supplier shall submit to RYCO the respective invoice (*signed original*).
3. Within 30 (thirty) days upon reception of the invoice by the Supplier, RYCO shall execute the payment in Euro, in one single instalment, to the following bank account:
4. *Bank account holder name:* ***[insert designation of the bank account holder]***
5. *Bank name:* ***[insert the designation of the bank]***
6. *Address of the bank:* ***[insert the address of the bank]***
7. *IBAN/Account number:* ***[insert IBAN No.]***
8. *SWIFT:* ***[insert SWIFT No.]***
9. *Currency:* ***EUR***
10. RYCO shall consider the payment as executed when it submits from its Bank account the transfer order for the payment to the bank account of the Supplier.
11. The Price specified in the provision 6 point 1, is the total charge to RYCO. The Supplier shall be responsible for the payment of all taxes, duties, and charges assessed on it in connection with this Contract.
12. 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 Supplier has completed, to the satisfaction of RYCO, the delivery of the Goods and the incidental services to which those payments relate.

**Article 7**

**Delivery**

1. The Visibility materials shall be delivered to the address: rruga “Skenderbej”, 8/2/2, 1000, Tirana, Albania.
2. The cost of delivery of the Goods is deemed included in the Price, as specified in the provision 6 point 1 of this Contract.
3. RYCO reserves the right to reject the delivered products, if damage or non-compliance with the order is stated within 48 hours from the delivery. The materials must be properly packed and protected against any damage.
4. In the event of breach of the above-mentioned clauses RYCO reserves the right to:
5. Terminate this Contract without liability by giving an immediate notice and to charge the Supplier with any loss incurred as a result of the Supplier's failure to perform the delivery and/or incidental services within the time specified; or
6. Charge a penalty of 5 % of the total Contract price for every day of delay or breach of the delivery schedule by the Supplier.

**Article 8**

**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 shall have the right to inspect and/or test the Goods at no extra cost to RYCO at the point of delivery. The Supplier shall facilitate such inspections and provide required assistance.
3. The Supplier agrees that any acceptance by RYCO does not release the Supplier from any warranty or other obligations under this Contract.

**Article 9**

**Packaging**

1. The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to RYCO will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. RYCO reserves the right to reject any delivery that is deemed not to have been packaged adequately.
2. Packing, marking and documentation shall comply with any requirements or instructions notified by RYCO.

**Article 10**

**Obligations of RYCO**

RYCO shall:

1. Provide the necessary support to the Supplier 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. Sign every acceptance act of the work processes, or make any remarks or suggestions;
4. Provide feedback and guidance; and
5. Communicate on a regular basis with the Supplier.

**Article 11**

**Warranties**

1. The Supplier warrants that all Goods supplied under this Contract have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods.
2. This warranty shall remain valid for 12 (twelve) months after the Goods have been delivered to and accepted at the place of delivery indicated in this Contract. In case the Supplier does not or cannot not fix the Good(s), the Supplier should provide new Good(s), similar or more advanced, within 30 (thirty) calendar days, from the notification.
3. The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials.
4. All Goods delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by RYCO.
5. RYCO shall promptly notify the Supplier in writing of any claims arising under this warranty.
6. Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to RYCO.
7. RYCO’s continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier’s warranty.
8. The Supplier further declares and warrants that:

(a) It has full title to the Goods, is fully qualified to sell the Goods 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 Goods 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 Supplier 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 Supplier, 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 Goods under this Contract do not exceed those offered for similar goods to Supplier’s other customers.

**Article 12**

**Termination and Re-procurement**

1. If RYCO terminates this Contract in whole or in part for default on the part of the Supplier, it may acquire elsewhere Goods similar to those terminated and the Supplier shall be liable for any excess costs to RYCO for the re-procurement of those Goods as well as the removal of any or all of the Supplier’s goods or equipment from RYCO’s premise or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Contract arises from causes beyond its control and without fault or negligence of the Supplier.
2. Upon any such termination, the Supplier shall waive any claims for damages including loss of anticipated profits on account thereof.
3. The Contracting authority may at any moment terminate the Contract if the Supplier:
   1. is performing its obligations poorly,
   2. is not performing; or
   3. has committed substantial errors, irregularities or fraud.
4. The Contracting authority must formally notify the Supplier 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.
5. The Supplier may at any moment terminate the Contract it is not able to fulfil its obligations in carrying out the work required. The Supplier must formally notify the Contracting authority and include the reasons by giving 15 (fifteen) days’ notice. The termination will take effect on the date the Contracting authority will formally notify confirmation of the termination.
6. The Supplier 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**

**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 the 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 14**

**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 15**

**Independent Contractor**

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

**Article 16**

**Records and Supporting Documentation**

The Supplier 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 supply and delivery of Goods and incidental services under this Contract. The Supplier shall make all such records available to RYCO or its designated representative at all reasonable times until the expiration of 2 (two) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Supplier shall be available for interview.

**Article 17**

**Dispute Resolution**

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

**Article 18**

**Confidentiality**

1. All information which comes into the Supplier’s possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of RYCO.
2. The Supplier 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 19**

**Notices**

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

**Article 20**

**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 Supplier in connection with this Contract and with the prior written approval of RYCO.

**Article 21**

**Assignment and Subcontracting**

1. The Supplier 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 Supplier 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 Supplier 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 Supplier remains bound and liable there under 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 22**

**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 23**

**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 24**

**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 25**

**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 26**

**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 Supplier.

**For the Contracting Authority: For the Supplier:**

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

Secretary General **[*insert position*]**

Regional Youth Cooperation Office **[*insert name of the Company*]**

**D: TERMS OF REFERENCE**

**“Supply and production of branded visibility materials for Regional Youth Cooperation Office (RYCO)”**

**General information**

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

**Duration**: Beginning of November – End of November

**Starting date of the contract**: November 2021

**Background**

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

For the purpose of conducting promotional activities, we are looking for a service provider to supply, design and produce branded visibility materials for RYCO.

**Required Services**

RYCO is seeking the services of a legal entity providing printing services to supply, and produce branded visibility materials for RYCO. The legal entity must be registered in Albania.

The contractor will be requested to provide on behalf of RYCO the following services:

* Use of already existing design based on the type of visibility materials;
* Production of printed, textile and gadget visibility materials;
* Delivery of visibility materials to RYCO premises in Tirana, at the following address: Rruga Skenderbej 8/2/2, 1000 Tirana, Albania.

The applicant should provide digital preview of the visibility promotional materials (catalogue) when applying as a way to demonstrate capacity to produce such materials, as well as a list of clients the applicant has provided similar services.

The winning applicant is expected to provide the final printing preparation according to consultations and approval by the Contracting Authority in line with RYCO identity standards and other design elements. Before the production is launched, the winning applicant is obliged to present a sample or specimen of materials to produce as part of this assignment, in order to obtain a final approval for production.

**Deliverables & Technical specifications**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Item | Units | Specification | Deadlines and Delivery Dates |
| 1 | Canvas bags | 3000 | Washable, cotton, height 31 x width 21, depth 10 cm  Printing: 4/0 | **The exact timeline to deliver promotional materials will be further agreed with the selected applicant. By entering in the contract with RYCO the contractor commits its availability to produce the stated promotional materials and quantities per RYCO request during the aforementioned period.** |
| 2 | Branded face masks | 600 | Washable, cotton, three-layered  Printing: 4/0 |
| 3 | Flayers | 3000 | A4, two times folding  Printing: 4/4 |
| 4 | Calendars | 300 | Table calendar, approximately 22.5 x 13 cm, 13 pages, binding: spiral  Printing: 4/4 |
| 5 | Agenda/Planner (hardback) | 600 | A5, Hardcover, minimum 150 pages, 80g, Book binding, Dry stamp on front cover, 2/2 inside, Elastic closure, calendar inside |
| 6 | Notebooks (paperback) | 3000 | Material: Uncoated paper inside (80g), coated paper (matte plasticization) for covers (300-350g), spiral binding on the longer side.  Printing: Inside 1/1, Cover 4/4 Dimensions: 13.2 x 21.2 cm No of pages: 120 |
| 7 | Pens | 3000 | Material: Plastic  Printing: 4/0 |
| 8 | Mugs | 300 | White porcelain  Printing: 4/0 |
| 9 | Power banks | 60 | Capacity: 4000 mAh  Printing: 4/0 |
| 10 | Badges | 3000 | Radius: 36mm  Printing: 4/0 |
| 11 | USBs | 300 | 4GB  Printing: 4/0 |
| 12 | Umbrellas | 300 | Folding umbrella, automatic opening, 8 segments, printing: 4/0 (aap. 20 x 7 cm) |
| 13 | Business Cards Holders | 100 | Metal, 9.5 x 6 x 0.9 cm, printing 1/0 |
| 14 | Folders | 3000 | Coated Paper (350g), matte plasticization printing: 4/0 |
| 15 | Roll-ups | 12 | Printing 4/0, with mechanism, 80x100cm |
| 16 | Mouse pads | 300 | 22x17cm, printing 4/0, microfiber |
| 17 | Reusable water bottle | 300 | Aluminum bottle, Ø 6.6 x 17.2cm, 400ml |
| 18 | Stickers | 3000 | Adhesive stickers, 4/0, app. 5x7cm |

**Price List**

Applicants should indicate the unit prices for each of the products depending on the above-stated quantities. Prices must be expressed in EUR VAT and transportation cost included.

Maximum available budget: 31.000€.

**Requirements of Contractor**

RYCO reserves the right to reject the delivered products if damage or non-compliance with the order is stated within 48 hours from delivery. The materials must be properly packed and protected against any damage.

**Reporting Requirements**

The contractor (winning applicant) will report to RYCO. RYCO’s person in charge will regularly communicate with the contractor and provide feedback and guidance on its performance and all other necessary support so to achieve objectives of the assignment, as well as remain aware of any upcoming issues related to contractor’s performance and quality of work.

All activities and deliverables undertaken by the contractor shall be discussed and planned in concert with RYCO.

**Payment**

The contractor (winning applicant) will be invited to sign a service contract with RYCO. The Contract will be realized in EUR and the Payment will be conducted in one installment upon successful delivery of all visibility materials. Payment will be done within 30 days from submission of invoices.

**Copyrights**

The copyrights of the work conducted during the assignment shall remain as property of RYCO.

**Required Qualifications and Experience of Applicant**

* More than 3 years of experience in production of visibility materials.
* Demonstrated technical capacities for the design and production of printed, textile and gadget visibility materials. To demonstrate technical capacities, the applicant should provide electronic (photo) samples of previously produced visibility materials when applying.
* Legal entity, must be duly registered for this kind of activity.

**10. Evaluation of the applications**

**Technical Offer as follows- 70% of total evaluation:**

- Experience – max points: 30 %

- Portfolio (including previous samples) – max points: 40 %

**Financial Offer - 30% of the total evaluation**

**11. Evidences and supporting documents:**

* CV/Portfolio of the service provider (I.e.: demonstration of previous work in the relevant field including the electronic (photo) samples of previously produced visibility materials including as well a list of clients the applicant has provided similar services.
* Copy of legal registration.
* Agreement of entering in a consortium (if applicable)

**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

***Contract title:*** Supply and production of branded visibility materials

***Financing :*** 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 official name of legal entity** |  |
| **State the official legal form of entity or entities** |  |
| **Insert: Name of the representative of Entity** |  |
| **Insert: Full official name of members (In case of consortium)** |  |
| **Insert: Name of the representative of the Members (In cases of consortium)** |  |
| **Insert: Full official address of Entity** |  |
| **Insert: Full official address of Members (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 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 value 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 contract as per the requirements set in the Terms of Reference. if this tender is successful.
9. I acknowledge that I have no contractual relations with the Contracting Authority and in case of dispute concerning my contract with the Contractor I shall address myself to the latter and/or to the competent jurisdictions.

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

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

**As part of their tender, each Legal Entity, each member in case of consortium, 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 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:** Supply and production of branded visibility materials

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Item title** | **Units** | **Technical specifications** | **Price per Unit** | **Total** |
| 1 | Canvas bag | 3000 | Washable, cotton, height 31 x width 21, depth 10 cm  Printing: 4/0 |  |  |
| 2 | Branded face mask | 600 | Washable, cotton, three-layered  Printing: 4/0 |  |  |
| 3 | Flayer | 3000 | A4, two times folding  Printing: 4/4 |  |  |
| 4 | Calendar | 300 | Table calendar, approximately 22.5 x 13 cm, 13 pages, binding: spiral  Printing: 4/4 |  |  |
| 5 | Agenda/Planner (Hardback) | 600 | A5, Hardcover, minimum 150 pages, 80g, Book binding, Dry stamp on front cover, 2/2 inside, Elastic closure, calendar inside |  |  |
| 6 | Notebook (Paperback) | 3000 | Material: Uncoated paper inside (80g), coated paper (matte plasticization) for covers (300-350g), spiral binding on the longer side.  Printing: Inside 1/1, Cover 4/4 Dimensions: 13.2 x 21.2 cm No of pages: 120 |  |  |
| 7 | Pen | 3000 | Material: Plastic  Printing: 4/0 |  |  |
| 8 | Mug | 300 | White porcelain  Printing: 4/0 |  |  |
| 9 | Power Bank | 60 | Capacity: 4000 mAh  Printing: 4/0 |  |  |
| 10 | Badge | 3000 | Radius: 36mm  Printing: 4/0 |  |  |
| 11 | USB | 300 | 4GB  Printing: 4/0 |  |  |
| 12 | Umbrella | 300 | Folding umbrella, automatic opening, 8 segments, printing: 4/0 (aap. 20 x 7 cm) |  |  |
| 13 | Business Card Holder | 100 | Metal, 9.5 x 6 x 0.9 cm, printing 1/0 |  |  |
| 14 | Folder | 3000 | Coated Paper (350g), matte plasticization printing: 4/0 |  |  |
| 15 | Roll ups | 12 | Printing 4/0, with mechanism, 80x100cm |  |  |
| 16 | Mouse pad | 300 | 22x17cm, printing 4/0, microfiber |  |  |
| 17 | Reusable water bottle | 300 | Aluminum bottle, Ø 6.6 x 17.2cm, 400ml |  |  |
| 18 | Stickers | 3000 | Adhesive stickers, 4/0, app. 5x7cm |  |  |

Total value in numbers and words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR, VAT and all applicable taxes included.

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

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