Tirana, October 6th, 2021

**INVITATION TO TENDER**

**For:**

**The provision of travel management and other related services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro**

This is an invitation to tender for the above-mentioned framework contract. Please find enclosed the following documents, which constitute the **Tender Dossier**:

1. **Contract notice**
2. **Instructions to tenderers**
3. **Draft framework 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. Title: “**Framework agreement for the provision of travel management and other related services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro”

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

**4. Location:**  Podgorica, Montenegro

**SPECIFICATION**

**5. Description:**  RYCO is seeking for a local qualified travel agency to conclude a framework agreement for travel management and other associated services. The successful travel agent shall provide full, prompt, and accurate regional, international and domestic travel arrangements and related transfers as may be requested by RYCO as well as other associated services following the principle of cost effectiveness. A detailed description in regard is provided I the Terms of Reference, Part D of the tender dossier.

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

**CONDITIONS OF PARTICIPATION**

**7. Eligibility:**  Participation in tendering is open on equal terms to duly registered local legal entities exercising this kind of activity.

**8. 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

**9. Sub-contracting:**  Sub – contracting is allowed.

**10. 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**

**11. Provisional commencement of the framework contract:**  November 2021.

**12. Duration of the framework contract**: One year with the possibility of extension for additional one more year

**SELECTION AND AWARD CRITERIA**

**13. Selection criteria**

The following selection criteria will be applied to the tenderers.

* ***Qualification and experience requirement of the tenderers***
  + - 1. Be a duly registered company exercising this kind of activity with an experience of minimum 10 years in the field, located in Montenegro, for purposes of accessibility, ease of coordination, efficiency of services. The travel agency shall have all the necessary technical, financial, logistical and human capacities to handle RYCO requirements.
      2. Maintain a good track record in serving international organizations, multinational corporations and governmental sectors.
      3. Have competent and experienced travel consultants as evidenced by their track record in their Curriculum Vitae,
      4. Be financially capable of rendering services to RYCO,
      5. Have direct access to relevant software for airplane tickets/facilities of GDS (Global Distr. System, i.e. Amadeus, Galileo), in-plant international ticketing and ticket printing facilities and basic office and telecommunications equipment,
      6. Be willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this TOR.

The travel agency shall be required to apply „one face to the customer “policy and appoint one Key Manager available to RYCO at any time (24-hours service availability per mobile phone in case of emergencies and a minimum availability per e-mail from 6 – 22 hrs). The Key Manager shall be an English speaker. Knowledge of other local WB6 languages will be considered as a great asset.

**14. Award criteria:**  The award criterion will be the best price quality ratio on a 70/30 % basis, 70 for the technical offer and 30 for the financial offer.

**TENDERING**

**15. Deadline for receipt of tenders: 26/10/2021, 17h00.**

**16. 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.

**17. 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.

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

**19**. **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.

**20. Offer validity period:** The offer validity period is 90 (ninety) days from the deadline for submission of tenders.

**21. Legal basis:**

**-** RYCO’s Rules for Procurement:

- Statute of the Regional Youth Cooperation Office

**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 the framework 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** | **26/10/2021** | **17:00** |

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

1. **Participation, qualification and subcontracting**
2. **Participation:** Participation in tendering is open on equal terms to duly registered local legal entities exercising this kind of activity.
3. **Qualification:** Upon meeting the selection criteria.
4. **Sub – contracting:** Sub - contracting is 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:*

* Certificate of registration/incorporation:
* A technical proposal describing their approach to the assignment as per the technical requirements set in this Terms of Reference including minimum cancellation time free of charge, deadline for invoice settlement, software relevant for issuing airline tickets etc.
* Balance sheet for last 4 (four) financial years:
* Profile of the agency (experience, number of employees, founding year etc.)
* CV(s) of the RYCO contact person within the agency (English speaking staff member as the contact person. (Knowledge of other local WB6 languages will be considered as a great asset.)
* List of references of other business clients in the international/regional/governmental sector.
* Recommendation letters of other business clients would be a plus.
* Consortium agreement (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 using the template of Annex II (Financial offer form) of this tender dossier and shall consist of the following:

* Price of the service per flight ticket:
* Prices for kilometers for transfer with executive car, minibus, van and bus:
* Additional price for waiting hours (up to 4 hrs.):
* Additional price for waiting hours (from 4 to 8 hrs.):
* Price for driver's overnight stay within the region:

In the financial offer 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.

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.

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 the framework 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 framework 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 framework contract.

Failure of the selected tenderer to comply with this requirement and/or availability may constitute grounds for annulling the award decision. 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 framework contract although the tenderer has deliberately concealed the fact of unavailability for the start and the implementing, 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 FRAMEWORK AGREEMENT**

**FOR**

**“THE PROVISION OF TRAVEL MANAGEMENT AND OTHER RELATED SERVICES FOR THE LOCAL BRANCH OFFICE OF THE REGIONAL YOUTH COOPERATION OFFICE IN MONTENEGRO ”**

This Framework Agreement,the “*Agreement*”, is signed on [ ] 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 “*RYCO*”

*on the one part*

and

1. ***------------------***a company incorporated under the laws of --------------, having its registered office at: -----------------------------, registered with the unique registration number -------------------------, legally represented for the purposes of the signature of this Agreement by Mr/Mrs. [title of the legal representative], adult, with full legal capacity to act, referred to as the “*Contractor*”

*on the other part,*

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

By signing this Agreement, the Contractor confirms that it has read, understood and accepted the Agreement and all its terms and conditions.

**Article 1**

**Object of the Agreement**

1. The object of the Agreement is the provision of travel arrangements and other related services to RYCO in [*insert Contracting party’s name*], such as described in the terms of reference, part of and attached to this Agreement.
2. [Any Services](https://www.lawinsider.com/contracts/cGqXIhysVuz#call-off-order) required by RYCO shall be ordered by way of a Call-Off order.
3. The Contractor hereby states and warrants that it is fully capable to provide the Services outlined herein and has no other commitments or engagements which could prevent it from performing its obligations under the present Agreement.

**Article 2**

**Term of the Agreement**

1. This Agreement is concluded for a period of 1 (one) year. It shall enter into force on------------ 2021 and shall be valid until ---------------------------- 2021.
2. Upon mutual agreement of the Parties, this Agreement can be extended for an additional 1 (one) year period.
3. Signature of this Agreement does not guarantee any actual Call off orders

**Article 3**

**Obligations of the Contractor**

1. The Contractor shall be responsible for providing domestic, regional, and international travel arrangements as well as other related services including, but not limited to, the following:
2. Land transportation;
3. Flights;
4. Travel insurance;
5. Travel Information;
6. Hotel reservations/ Accommodations; and
7. Conference package.
8. Upon express request of RYCO, the Contractor shall be responsible to provide any other services in relation to this Agreement, such as described in the Terms of reference.
9. The Contractor shall:
10. immediately record and report to RYCO any problem that affects its ability to provide the services. The report must describe the problem, state when it started and what action the Contractor is taking to resolve it.
11. immediately review any requests or complaints submitted by RYCO and resolve any issues or disputes related to the provision and quality of services within 10 (ten) days. RYCO must describe and report the problem in details;
12. be responsible for problems that may affect the quality of the provided services when they are caused by the Contractor and shall cover all related costs;
13. appoint 1 (one) dedicated English-speaking Key Manager available to RYCO 24/7 service availability per mobile phone in case of emergencies, and a minimum availability per e-mail from 06:00 – 22:00;

**Article 4**

**Obligations of RYCO**

RYCO shall:

1. Immediately notify the Contractor in case of any possible problems or malfunctions;
2. Create all the conditions and provide all the necessary support in order for the Contractor to perform all required services and to achieve the objective of this Agreement;
3. Provide feedback and guidance on the performance of the Contractor;
4. Communicate on a regular basis with the Contractor.

**Article 5**

**Compensation Scheme and Payment Modality**

1. The Contractor shall charge a service fee for each flight ticket. For the other services mentioned in this Agreement, the Contractor shall generate its income on a transaction basis.
2. Payments under the Call-off orders shall be executed on an order basis, upon receipt and confirmation of the draft master invoice.
3. The Contractor shall submit to RYCO the original invoice at the end of each month, specifying the services performed within the duration of one month.
4. RYCO shall execute the payment of the invoice(s) within 30 (thirty) days upon its submission by the Contractor.
5. RYCO shall execute the payment in EUR currency, to the following bank account of the Contractor:
   1. *Bank account holder name:*
   2. *Bank name:*
   3. *IBAN/Bank account no:*
   4. *SWIFT:*
   5. *Currency: EUR*
6. If RYCO cannot accept an invoice it shall inform the Contractor of its non-acceptance within 10 (ten) days from its receipt.
7. RYCO may at any point suspend the payment deadline if the request for payment cannot be processed because it does not comply with the Agreement’s provisions. RYCO must formally notify the Contractor of the suspension and the reasons for it within 10 (ten) days from the invoice receipt.
8. The suspension takes effect on the day the notification is sent by RYCO. If the condition for suspending the payment deadline as referred to is no longer met, the suspension will be lifted and the remaining period will resume.
9. If the payment deadline has been suspended due to the non-compliance of the provided services the Contractor must take all measures to provide any services at the required standard within 5 (five) working days upon notification, otherwise the RYCO may also terminate the Agreement.
10. The RYCO may reject parts of or reduce the payment if the Contractor is in breach of any of the obligations under this Agreement.

**Article 6**

**Performance of the Agreement**

1. The Contractor must perform the Agreement to the highest professional standards with all due care, skill and diligence. Timely provision of the Services is of the essence of the Agreement.
2. All periods specified in the Agreement are calculated in calendar days.

**Article 7**

**Termination of the Agreement**

1. RYCO may at any moment terminate the Agreement if the Contractor:
   1. is performing its obligations poorly,
   2. if the Contractor charges RYCO in [*insert Contracting party name]* at higher rates than market standards, or
   3. has committed substantial errors or irregularities that have undermined the continuity of the work
2. RYCO must formally notify the Contractor of its intention, including the reasons why and is to submit any observations within 10 (ten) days of receiving notification. If RYCO 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 RYCO. The Contractor is entitled to payment only for the services provided before termination takes effect.
3. The Contractor shall cover all costs for any damages caused to RYCO during the performance of this Agreement.
4. Each Party may terminate the Agreement at any time by giving a 30 (thirty) days written notification to the other Party.
5. [If a](https://www.lawinsider.com/contracts/cGqXIhysVuz#call-off-order) Call-Off order is in force at a date when this Agreement would expire or would otherwise be terminated, this Agreement shall, for the purposes of the Call-Off orders which remain in force at such date, continue in force for so long as RYCO and/or Contractor shall have rights and/or obligations under the relevant Call-Off order.

**Article 8**

**Records and Supporting Documentation**

1. The Contractor must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the RYCO’s request.
2. The Contractor must keep all records and supporting documentation for 2 (years) years starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the Contractor must keep the records and supporting documents until these procedures end.

**Article 9**

**Applicable Law and Dispute settlement**

1. This Agreement shall be governed by, executed and interpreted in accordance with the laws of Albania, as the Host Country of the RYCO, and in compliance with RYCO’s internal rules and regulations.
2. In the event of disputes arriving out of or in connection with this Agreement, parties undertake to first reach an amicable settlement. If an amicable solution to a dispute arising from the application of this Agreement with regard to its interpretation, or application cannot be reached, the complaining party may appeal to the competent court in Albania.

**Article 10**

**Independent Contractor**

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

**Article 11**

**Taxes**

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

**Article 12**

**Amendment**

Amendments to this Agreement may be done only in writing by consent from both parties. The party receiving the request must formally notify its agreement or disagreement, within 30 (thirty) days of receiving notification.

**Article 13**

**Assignment**

The Contractor shall not assign, in whole or in part, its obligations to perform under this Agreement except with RYCO’s prior written consent.

**Article 14**

**Confidentiality**

1. RYCO shall provide to the Contractor all information necessary in order to carry out the Services in a full and proper manner.
2. The Contractor shall keep RYCO constantly informed of all information of which the Contractor becomes aware during the term of this Contract and relating to the Services.
3. The Contractor agrees that all data, documents, or other information developed, received

or provided for the performance of this Contract are deemed confidential and shall not be disclosed by the Contractor without prior written authorization by RYCO. RYCO shall grant such authorization if disclosure is required by law. Upon request, all RYCO’s data shall be returned to RYCO upon the termination of this Contract. The Contractor’s duty of confidentiality shall survive expiration or termination of this Contract.

**Article 16**

**Severability**

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

**Article 17**

**Entirety**

1. The Agreement 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 Agreement and in the view of the purposes that caused both Parties to enter into this Agreement.
2. This Agreement 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 18**

**Notices**

1. All communication by and between RYCO and the Contractor concerning the execution of this Agreement shall be directed to M/Ms. ----------------------, to the following e-mail address: [--------------@rycowb.org](mailto:--------------@rycowb.org) and to M/Ms. -------------------, the, to the following e-mail address: [i](mailto:info@bhpassport.ba)--------------------------------
2. The Contractor has to notify RYCO in writing immediately for any changes of its address or electronic mail address, otherwise any notification issued by RYCO shall be deemed as received by the Service Provider to the address provided in this Contract.
3. Both Parties undertake the obligation to notify immediately one another of any changes, such as registration, residence or legal representation, which may have an impact on the execution of the present Contract and on their professional relationship.

**Article 19**

**General Provisions**

1. The Agreement is written in the English language. All correspondence, communication and other documents pertaining to the Agreement, which are exchanged by the Parties, shall be written in the same language.

None of the Parties shall be responsible to the other for any delay in the fulfilment of its obligations herein, if this delay is caused by a *Force majeure*. However, this Force majeure clause applies only if the events take place after the signature of this Agreement, so that it makes impossible or unduly burdensome for one of the Parties to fulfil its obligations.

1. The entire Agreement between the Parties is composed of the:
2. Contract,
3. Terms of reference,
4. Financial offer,

This Agreement is done in English in 3 (three) original documents, 2 (two) originals being for the RYCO and 1 (one) original being for the Contractor.

For the RYCO: For the Contractor

M. Albert Hani Mr/Ms -------------------

Secretary General, [*Legal representative*]

Regional Youth Cooperation Office ----------------------

**D: TERMS OF REFERENCE**

**For:**

**The provision of travel management and other related services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro.**

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

**Service required:** Travel management and other related services for Regional Youth Cooperation Office

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

**Typology:** Single service provider framework agreement

**Duration:** One year with the possibility of extension for additional one more year

**Eligibility:** Local legal entity

**Location:**  Montenegro

1. **BACKGROUND**

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 Balkan Contracting Parties: Albania, Bosnia and Herzegovina, Kosovo\*, 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. Its Local Branch Offices ensure RYCO is represented in all the six Contracting Parties, while its Head Office is the organizational hub.

1. **OBJECTIVE**

RYCO is seeking for a local qualified travel agency to conclude a framework agreement for travel management and other associated services. The successful travel agent shall provide full, prompt, and accurate regional, international and domestic travel arrangements and related transfers as may be requested by RYCO as well as other associated services described in this Terms of References following the principle of cost effectiveness

\*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. **REQUIRED SERVICES**

The required services shall include, but are not limited to, the following:

1. **Hotel reservations / Accommodations / Conference package**
2. For every accommodation order travel agency shall provide three (3) offers for accommodation at the required destination according to the specifications, including meals and conference facilities upon demand (conference packages). Depending on the event RYCO will specify the criteria and standards for accommodations and venues for the conferences/ event. The reservation shall take place after RYCO confirmation. In any case, the minimum standard for the hotel shall be 3 stars.
3. Hotels offering minimum 10 days free of charge cancellation before the arrival should have priority.
4. In the event that required accommodation arrangements cannot be confirmed, the travel agency shall notify the requesting party of the problem and present three (3) alternative accommodations.
5. Travel agency shall inform the requesting party of all additional costs that might occur, availability of conference venue and parking in the hotel as well as the deadline for submission of the final rooming list.
6. **Land transportation (car / minivan / van / bus)**

Travel agency shall provide transfer to the required destination/s. The type of the vehicle shall be determined by the number of the passengers:

* Executive car – 4 persons
* Van – up to 8 persons
* Minibus – up to 21 persons
* Bus – up to 40 persons

All vehicles used should have a manufacturing year as follows:

Executive car- should be not more than 8 years’ old

Van- Should be no more than 10 years’ old

Minibus and bus should be not older than 12 years’ old

For executive cars the class should be Sedan, SUV Family car over hatchbacks, city car or coupes.

Transfer shall be charged per kilometers against ViaMichelin via the shortest route.

RYCO will cover the costs of waiting hours and driver’s overnight stay in the region

1. **Travel insurance**

For every confirmed passenger, the travel agency shall provide the travel insurance with EUR 30,000 coverage. Travel agencies, where applicable, shall offer group travel insurance. RYCO shall timely provide all the necessary personal data for travel insurance.

1. **Travel Information / Advisories**

Travel agency shall:

1. Provide RYCO passenger upon request with relevant information on official destinations, i.e. visa requirements, security advisories, land transportation, health precautions for the travelers,
2. Notify RYCO of COVID-19 travel restrictions for selected destination and entry regimes applicable to selected destination under the COVID-19 pandemic conditions.
3. **Other services that might be requested**

a) Ferry and train tickets

b) Flight tickets - Travel agency shall propose fares / airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned. For all flights, the most direct and economical fare in economy class is to be offered. For flights within Europe, flights should be offered with a maximum of 1 stop. The offers should be with a checked in baggage allowance included.

The travel agency should offer the so-called „best buy tickets “, i. E. tickets that can be changed or cancelled under the condition of the payment of a penalty. Low- cost airlines are also accepted. In the case of flight requests, transfers to and from the airport, related to the designated starting point/s should be also offered.

Depending on the destination, the offer may also include a combination of transport means, like for example flight and train

1. **Cancellations, Refunds and Rebooking**

Travel agency shall:

1. Process duly authorized flight or accommodation changes / cancellations when and as required and taking care that in such cases cancellation fees and charges imposed by airlines or accommodation provider are avoided,
2. Inform RYCO after each request for reservation for the cancelation deadlines and fee. If failing to inform on time, the agency has to absorb all the cost of cancelation and other charges of reservations.
3. Immediately process ticket refunds for charged / cancelled travel requirements and credit these to RYCO expeditiously as possible,
4. **SERVICE PROVIDER PROFILE**

**The service provider should:**

* + - 1. Be a duly registered company exercising this kind of activity with an experience of minimum 10 years in the field, located in Montenegro, for purposes of accessibility, ease of coordination, efficiency of services. The travel agency shall have all the necessary technical, financial, logistical and human capacities to handle RYCO requirements.
      2. Maintain a good track record in serving international organizations, multinational corporations and governmental sectors.
      3. Have competent and experienced travel consultants as evidenced by their track record in their Curriculum Vitae,
      4. Be financially capable of rendering services to RYCO,
      5. Have direct access to relevant software for airplane tickets/facilities of GDS (Global Distr. System, i.e. Amadeus, Galileo), in-plant international ticketing and ticket printing facilities and basic office and telecommunications equipment,
      6. Be willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this TOR.

The travel agency shall be required to apply „one face to the customer “policy and appoint one Key Manager available to RYCO at any time (24-hours service availability per mobile phone in case of emergencies and a minimum availability per e-mail from 6 – 22 hrs.). The Key Manager shall be an English speaker. Knowledge of other local WB6 languages will be considered as a great asset.

1. **DURATION AND PAYMENT MODALITY**

The successful travel agent will be invited to sign a single service provider framework agreement defining the terms and conditions for placing call off orders. The duration of the framework agreement will be one year with the possibility of extension one more year.

Payments under the call off orders will be executed on order basis upon receipt and confirmation of the draft master invoice.

1. **COMPENSATION SCHEME**

Travel agents should charge a service fee for each flight ticket. For all other services, the travel agent shall generate its income on a transaction basis.

RYCO shall, from time to time, evaluate and verify with other travel agencies and other industry indicators the comparability and competitiveness of the rates being given to RYCO. RYCO retains the right to terminate the contract with the prospective selected Travel Agency at any time if the Travel Agency charges RYCO  at higher rates than local market standards, or does not render minimum services as described in this tendering document.

**G. EVIDENCES AND SUPPORTING DOCUMENTS**

The interested applicants should submit:

* Certificate of registration/incorporation:
* A technical proposal describing their approach to the contract as per the technical requirements set in this ToRs (all sections above) including minimum cancellation time free of charge, deadline for invoice settlement, software relevant for issuing airline tickets etc.
* Balance sheet for last 4 (four) financial years:
* Profile of the agency (experience, number of employees, founding year)
* CV(s) of the RYCO contact person within the agency (English speaking staff member as the contact person. (Knowledge of other local WB6 languages will be considered as a great asset.)
* List of references of other business clients in the international/regional/governmental sector.
* Recommendation letters of other business clients would be a plus.
* Consortium agreement (if applicable)

K. **PRICE OFFER FOR TENDER**

Price offer shall consist of the following:

* Price of the service per flight ticket:
* Prices for kilometers for transfer with executive car, minibus, van and bus:
* Additional price for waiting hours (up to 4 hrs.):
* Additional price for waiting hours (from 4 to 8 hrs.):
* Price for driver's overnight stay within the region:

**H. AWARD CRITERION:**

The sole award criterion will be the best price – quality ratio on a 70/30 basis, 70% for the technical offer and 30% for the financial offer.

**Annex A:**

Insurance Request form should be used for the ordering of the travel insurance.

Insurance Request form:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Name | Date of birth | Destination | Insurance begin date | Insurance end date | Covid-19 coverage | Additional info |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

***Tille:* “**Framework agreement for the provision of travel management and other related services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro”

***Contracting Authority:*** *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 entity making the tender.*

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

|  |  |
| --- | --- |
| **Insert: Full name of the legal entity** |  |
| **Insert: Name of the representative of the legal entity** |  |
| **Insert: Full address of the legal entity** |  |
| **Insert: Full name of the leader and consortium members (If applicable)** |  |

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

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

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

**2. TENDERER’S STATEMENT**

**As part of their tender, each entity identified under point 1 of this form, must submit a signed statement form using the following format.**

**STATEMENT**

I, the undersigned, hereby declare that I have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above.

1. I offer to provide the services requested in the tender dossier in accordance with Terms of reference and other conditions and requirements stated in the tender dossier without reserve or restriction.
2. I present this tender on the basis of the following documents, submitted attached to this form, in response to your requirements stated in “Instructions to Tenderers” and “Terms of Reference”, which comprise my technical offer, and financial offer,

List the documents submitted attached:

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. I am making this tender in my own right. I confirm, as service-providing entity to be jointly and severally bound in respect of the obligations under the contract.
2. I state that I have the technical, financial and professional capacity referring to this call of tender for performing according to the Terms of Reference and other conditions set for this tender by the Contractor Authority.
3. I understand that if I fail to comply with the framework contract obligations the award may be considered null and void.
4. I agree to abide accordingly to the Terms of Reference and instructions to tenderers requirements and conditions.
5. In particular, I fully agree to abide to the stipulations settled in point 12: Ethic Clauses/Corruptive practises and I have no conflict of interests or any equivalent relation which may distort competition with other tenderers or other parties in the tender procedure at the time of the submission of this tender. Furthermore, I have not been involved in the preparation of the project which is the subject of this tender procedure.
6. I will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. I also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other potential contracts.
7. I 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. if this tender is successful.
9. I acknowledge that I have no contractual relations with the Contracting Authority and in case of dispute concerning my contract with the Contractor I shall address myself to the latter and/or to the competent jurisdictions.

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

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

**As part of their tender, each entity identified under point 1 of this form (each consortium member if the case), 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 and stamp (if applicable)** |  |
| **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 |  |
| BRANCH CODE |  |
| FULL OFFICIAL ADREESS OF BANK BRANCH |  |

**ACCOUNT HOLDER’S DATA**

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

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

**F: ANNEX II**

**FINANCIAL OFFER**

***Title:* “**Framework agreement for the provision of travel management and other related services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro”

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

|  |  |
| --- | --- |
| **Title** | **Price per Unit in Eur** |
| Price of the service per flight ticket |  |
| Price for kilometres for transfer with executive car |  |
| Price for kilometres for transfer with minibus |  |
| Price for kilometres for transfer with van |  |
| Price for kilometres for transfer with bus |  |
| Additional price for waiting hours (up to 4 hrs): |  |
| Additional price for waiting hours (from 4 to 8 hrs): |  |
| Price for driver's overnight stay within the region |  |

In my offer all applicable taxes are included.

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