

Tirana, 4/11/2021

**INVITATION TO TENDER**

**“****Communication and Visibility Campaign “Promotion of Hajde Platform and the promotion of the RYCO Strategy 2022-24”**

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. **Contract title:**  Communication and Visibility Campaign “Promotion of Hajde Platform and the promotion of the RYCO Strategy 2022-24”.
2. **Work - base:** Western Balkans 6 (Albania, Bosnia and Herzegovina, Kosovo[[1]](#footnote-1)\* Montenegro, North Macedonia and Serbia)
3. **Procedure:**  Open procedure
4. **Financing:** The German Ministry of Foreign Affairs
5. **Contracting authority:**  Regional Youth Cooperation Office (RYCO)

**CONTRACT SPECIFICATION**

1. **Nature of contract:**  Global price.
2. **Contract description:** RYCO is seeking for a service provider to carry out through out the region a comprehensive communication and visibility campaign for the promotion of the newly established Hajde digital youth platform and launching of the RYCO strategy 2022-2024. A detailed description of this assignment is provided in the Terms of References, part D of the Tender Dossier.
3. **Number and titles of lots:** Sole lot.
4. **Maximum budget:** 85 000 Euro

**CONDITIONS OF PARTICIPATION**

1. **Eligibility:**  Participation in this tender procedure is open on equal terms to all legal entities that are duly registered and perform this type of activity in any of the six Western Balkan Contracting Parties: Albania, Bosnia and Herzegovina, Kosovo, Montenegro, Serbia and North Macedonia participating either on their own or as a consortium, and can organise all activities in WB6 (individually, with branches or partners/subcontractors).
2. **Number of tenders:**  No more than one tender can be submitted by a tenderer. In the event that a tenderer submits more than one tender, all tenders in which the eligible entity has participated will be excluded.
3. **Grounds for exclusion:** As part of the tender, tenderers must submit a signed and stamped declaration, included in the tender submission form, to the effect that they are not in any of the exclusion situations.
4. **Sub-contracting:**  Subcontracting is allowed

**PROVISIONAL TIMETABLE**

 **14. Provisional commencement date of the contract:**  End of November.

1. **Indicative implementation period:**  End of November – 25 December 2021.

**SELECTION AND AWARD CRITERIA**

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

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

The objective of this criteria 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 (Section 8 of the ToR) as following:

**Overall requirements:**

* The service provider must be a legal entity registered in the WB6 region and can organise all activities in WB6 (individually, with branches or partners/subcontractors).
* Demonstrated capacities and experience in campaign management, production of multimedia events and materials, digital communication assets, and promotional materials.
* Skilled and experienced writers, proofreaders and editors (in English and local language(s)) dedicated (sub-contracted) for this task.
* Skilled and experienced videographers, video editors, photographers and graphic designers dedicated (sub-contracted) for this task.
* An experienced team dedicated to this task (CVs of key personnel (including consultants and sub-contractors) and the Team Leader to be submitted in the application)
* Quantifiable services offered pro bono will be taken into account during the selection process.
* The fluency of team members in English is an asset.
* A financial proposal.

**Team requirements/Staff requirements**

***Senior Key Expert – Team Leader***

Qualification and skills:

* University Degree in journalism, media and communication, social sciences or any related field
* Fluent in local languages and English. The German language will be considered as an asset
* Excellent technical writing skills. Ability to write in English

General professional experience:

* Demonstrable experience of over seven years of work in the PR and marketing field
* Experience with international and national organisations and institutions, donors and similar

Specific professional experience:

* Proven track record of successfully delivered PR campaigns and events
* Capability and proven experience in crafting and implementing public relations strategies
* Ability and proven experience crafting messages and products in various formats (press releases, websites, success stories, audio, video, blog entries, tweets and similar) targeting a variety of audiences
* An available resource to serve large companies
* Leadership and management experience

***The team will consist of 4 experts as follows:***

***PR Account Expert***

Qualification and skills:

* University Degree in journalism, media and communication, social sciences or any related field
* Fluent in local languages and English. The German language will be considered as an asset
* Excellent technical writing skills. Ability to write in English

General professional experience:

* Demonstrable experience of over five years of work in the PR and marketing field
* Experience with international and national organisations and institutions, donors and similar will be considered as an asset.

Specific professional experience:

* Proven track record of successfully deliver PR campaigns and event
* Capability and proven experience in crafting and implementing public relations strategies
* Ability and proven experience crafting messages and products in various formats (press releases, websites, success stories, audio, video, blog entries, tweets and similar) targeting a variety of audiences
* An available resource to serve large companies

***Social Media and Digital Account Expert***

* At least three years of relevant experience working in social media, with responsibility in content preparation, management and publication;
* Proven solid and varied portfolio of content created for different audiences (showcasing of such portfolio is expected as part of the application);
* Proven work experience as Digital Account Expert
* Experience with customer service and account management
* Understanding of online marketing tools and social media platforms
* Proven track record in dealing with similar tasks as required would be an asset
* Strong analytical skills
* Proficiency in English

***Event managers (for each of 6 events)***

* Demonstrable experience of over five years of work in the event management
* A proven capacity in designing and coordinating complex and multi-layered activities related to event management;
* Fluency in English and at least one WB6 language, oral and written, is required;
* Excellent organisational skills with developed attention to detail;
* Excellent computer skills and knowledge of mainstream online platforms;
* Experience with international and national organisations and institutions, donors and similar will be considered as an asset.

***Graphic designer***

* Minimum 5 years of work experience in the area of graphic design in a multicultural, international environment;
* Experience in the development of different promotional materials according to the standards of international aid and development organisations
* Prior experience of cooperation with international organisations and familiarity with their systems and procedures would be an advantage
* Relevant references and design portfolio (up to 5 previous designs)
* Proven track record with an international organisation in similar tasks would be an asset
* Proficiency in English and at least one WB6 language, oral and written, is required
1. ***Financial offer***
* The objective of this criterion is to examine if the financial proposal/offer submitted by the technically qualified tenderers for the implementation of this contract aligns with the quality of the tender and is within the upper limit of budget available for this contract.

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

**TENDERING**

**18. Deadline for receipt of tenders: 30/11/2021, 17h00**

**19. Tender format and details to be provided**: Tenders must be submitted using the standard tender form provided in this tender dossier. To prepare their tender, Tenderers must strictly follow all the instructions indicated at “*Instructions to Tender*” part of this tender dossier.

**20. How tenders may be submitted**: Tenders must be submitted in English exclusively to the contracting authority: **Regional Youth Cooperation Office (RYCO)** and be sent to the following email address:

procurement@rycowb.org

* Tenders submitted by any other means will not be considered.
* By submitting a tender tenderers accept to receive notification of the outcome of the procedure by electronic means.

**21. Alteration or withdrawal of tenders:**  Tenderers may alter or withdraw their tenders by e mail notification referring to the above given email address prior to the deadline for submission of tenders. No tender may be altered after this deadline.

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

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

**24. Legal basis:**

 - Statute of the Regional Youth Cooperation Office;

 - Rules for procurement as stipulated in the Grant Agreement;

- RYCO’s Rules for Procurement

**B: INSTRUCTIONS TO TENDERERS**

***When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, draft contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the specified deadline may lead to the rejection of the tender.***

1. The services required by the Contracting Authority are described in the terms of reference (part D of the tender dossier) and form an integral part of the Contract.
2. **Timetable**

|  |  |  |
| --- | --- | --- |
|  |  **DEADLINE** | **TIME\*** |
| **Deadline for requesting clarification from the contracting authority** | **Up to 5 (five) working days before the deadline for submission of tenders** | **17:00** |
| **Last date for the contracting authority to issue clarification** | **At the latest 2 (two) working days after receiving them.** | **17:00**  |
| **Deadline for submitting tenders** |  **30/11/2021** |  **17:00** |

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

1. **Participation, qualification and subcontracting**
2. Participation in this tender procedure is open on equal terms to all legal entities that are duly registered and perform this type of activity in any of the six Western Balkan Contracting Parties: Albania, Bosnia and Herzegovina, Kosovo, Montenegro, Serbia and North Macedonia, participating either on their own or as a consortium and can organise all activities in WB6 (individually, with branches or partners/subcontractors).
3. Qualification: Upon meeting the selection criteria.
4. Subcontracting is allowed.
5. **Content of tender**

The tender must comprise of a Technical offer and a financial offer.

**4.1. Technical offer**

The technical offer must include the following documents:

1. **Tender submission form according the template given in the tender dossier (ANNEX I of the tender dossier), including:**
2. **“STATEMENT”,**
3. **“DECLARATION ON HONOUR ON EXCLUSION CRITERIA”,**
4. **“FINANCIAL IDENTIFICATION FORM”**

 ***\**** *The above mentioned form to be completed signed and stamped by the tenderers.*

**The evidences to support the selection criteria** set in the Terms of Reference as follows:

* Copy of legal registration
* Technical offer (including design proposals and methodology and Campaign implementation plan).
* The service provider’s portfolio and reference list (i.e., ​demonstration of previous work in the relevant field, including the presentation and links of online applications and any other relevant work to this assignment) with a critical focus on the last five years.
* Curriculum Vitae (CV) of the team leader and each key personnel part of the team.
* List of partners (in case of consortium/subcontractors) or branches for each of the six locations in WB6 or individuals (event manager) depending on management plan;
* Consortium agreement (if applicable).

**4.2. Financial offer**

The Financial offer, must be presented as an amount in Euro and must be submitted using the template of Annex II of this tender dossier.

1. *Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is 85 000 EUR. Payments under this contract will be made in the currency of the tender.*
2. *In the financial offer submitted by the tenderers 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 this clauses will constitute an irregularity and may result in rejection of the tender.

*All documentary proof as well as forms, statements and declarations comprising technical offer and financial offer must be scanned copies of the originals.*

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

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

The tender dossier should be clear enough to avoid tenderers having to request additional information during the procedure. If the contracting authority, either on its own initiative or in response to a request for clarification from a tenderer, provides additional information on the tender dossier, it must make available such information for all the tenderers.

Tenderers may submit questions to the following email address:

* procurement@rycowb.org **up to 5 (five) working days before the deadline for submission of tenders expires, specifying the contract title.**

The contracting authority has no obligation to provide clarification after this date.

The contracting authority must respond to request for clarifications **at the latest 2 (two) working days before the submission deadline.**

Any tenderer seeking to arrange individual meetings with the contracting authority concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting or site visit is foreseen.

1. **Submission of tenders**

 Tenders must be sent to the contracting authority withinthe given deadline in point 2 “Timetable” of Instructions to tender. They must include the requested documents specified on clause 4 above and be sent to the following email address :

procurement@rycowb.org

* Tenders submitted by any other means will not be considered.
* All tenders submitted after the above given deadline shall be rejected.
1. **Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by e mail referring to the above given email address prior to the deadline for submitting tenders. The subject of the email must be ‘Amendment….’ or ‘Withdrawal…’ as appropriate. Tenders may not be amended after this deadline.

1. **Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer.

1. **Ownership of tenders**

The contracting authority retains ownership of all tenders received under this tendering procedure.

1. **Offer validity period**

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

1. **Evaluation of tenders**

11.1 **Examination of the administrative conformity of tenders**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

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

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

**11.2 Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

**11.3. Evaluation of financial offers**

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

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

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

**11.4. Choice of selected tenderer**

The most economically advantageous tender is the technically compliant tender with the best price-quality ratio, determined by the results of the technical and financial evaluation in accordance with the weighting on 90/10 basis, as per the following grid:

* 10% for the Financial Offer
* 30% for the Concept and Methodology
* 30% for the References, Experience and qualifitation
* 30 % for the Implementation Plan

|  |  |  |  |
| --- | --- | --- | --- |
| Technical offer  | Max (90%) | Concept and Methodology  | 30 |
| References, Experience and qualificationsOf  *the legal entity & Key personnel:**Key personnel 1: Senior Key Expert – Team Leader*  *Key personnel 2: PR Account Expert Key personnel 3: Social Media and digital Account Expert**Key personnel 4: Event Managers (for each of 6 events)* | 30 |
| Implementation Plan 30 |

|  |  |  |
| --- | --- | --- |
| Financial offer | Max points (10%) | 10 |

**11.5 Confidentiality**

The entire evaluation procedure from the time of receipt of the tenders is confidential, subject to the contracting authority’s regulation on access to documents. The evaluation committee’s decisions are collective and its deliberations are held in closed session. The evaluation reports and written records are for official use only and may be not communicated to the tenderers.

1. **Ethics clauses / Corruptive practices**

 a) Absence of conflict of interest

 The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender.

b) Respect for human rights as well as environmental legislation and core labour standards

 The tenderer and its staff must comply with human rights and applicable data protection rules. In particular, and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

c) Unusual commercial expenses

 Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract

d) Breach of obligations, irregularities or fraud

 The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

e) Anti-corruption and anti-bribery

 The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The Contractor Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

1. **Signature of contract**

**13.1. Notification of award**

The successful tenderer will be informed by electronic means that its tender has been accepted. The successful tenderer shall then re- confirm availability within 2 days from the date of the notification of award.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means, including an indication of the reason. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer.

**13.2. Signature of the contract/ Implementation of the service**

 After the expiry of the appeal period (in cases when no appeals have been submitted) or after the end of appeal process if the award decision has not been subject to changes deriving from appeal process. the Contracting Authority will invite the successful tenderer to sign the contract.

Failure of the selected tenderer to comply with this requirement and/or availability may constitute grounds for annulling the decision to award the contract. In this event, the contracting authority may decide to award the contract to the second place ranked tenderer or cancel the tender procedure.

Should the Contracting Authority learn that a tenderer has confirmed the availability and signed the contract although the tenderer has deliberately concealed the fact of unavailability for the start of the assignment, the Contracting Authority may decide to terminate the contract

1. **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation.

Cancellation may occur, for example, where:

* the tender procedure has been unsuccessful, i.e. no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
* exceptional circumstances or force majeure render normal performance of the contract impossible;
* all technically acceptable tenders exceed the financial resources available;
* there have been breach of obligations, irregularities or frauds in the procedure, in particular if they have prevented fair competition.

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

1. **Appeals**

Tenderers believing that they have been harmed by an error or irregularity allegedly committed as part of a selection procedure or that the procedure was vitiated by any maladministration may file a complaint, which should be sent electronically to the Contracting Authority, at the same e mail address tenders were submitted, ***up to 3 days after receiving evaluation results.*** The Contracting Authority should respond to the tenderer by electronic means too at the latest 2 (two) days after receiving the compliant. In such cases the potential claimant shall be informed of the characteristics and relative advantages of the successful tender(s) and the contract value. However, certain information may be withheld where its release, would be contrary to data protection, or would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them.

 **C: DRAFT CONTRACT**

**FOR**

**“THE COMMUNICATION AND VISIBILITY CAMPAIGN FOR THE PROMOTION**

**OF “HAJDE” PLATFORM AND THE STRATEGY OF THE REGIONAL YOUTH COOPERATION OFFICE FOR 2022-24”**

This Service contract,the “Contract”, is signed on m/ d/ 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*”.

*on 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*], registered with the unique registration number [*insert 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, hereinafter referred to as the “*Service provider*” or the “*Contractor*”.

*on the other part,*

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

By signing this Contract, the Service provider confirms that it has read, understood and accepted the Contract and all its terms and conditions.

**Preamble**

This Contract is linked to the Project “RYCO Strategy and Youth Platform Development”, (referred to as the “Project”) supported by the German Ministry of Foreign Affairs and implemented by RYCO.

**Article 1**

**Object of the Contract**

1. The object of the Contract is the development and implementation of a campaign in order to promote the Youth Info Platform (“*Hajde*”) and RYCO’s Strategy 2022-2024, throughout the Western Balkans 6 (WB6) region, as described and further detailed in the terms of reference, part of and attached to this Contract.
2. The Service provider hereby states and warrants that it is fully capable to provide the Services and deliver the deliverables outlined herein 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**

In this Contract, the following terms shall be interpreted as indicated:

1. “RYCO” means the organization procuring the services and goods under this Contract.
2. The “Service provider” or the “Contractor”. ” means the organization, company, firm or legal entity providing the services and goods (deliverables) under this Contract.
3. “The Contract” means this agreement entered by and between RYCO and the Service provider, including all attachments and appendices, and specifically the terms of reference and the financial offer.
4. “The Contract Price” means the price payable to the Service provider by the Contracting authority under the Contract for the full and proper performance of its contractual obligations.
5. Deliverable(s) means the service(s) and good(s), such as the products/equipment/visibility materials, provided and delivered by the Service provider to RYCO.
6. Term of reference means the document that describes the technical requirements to be fulfilled by the product, process and services.
7. “Day” means calendar day.

**Article 3**

**Deliverables**

1. Under the guidance of the RYCO Team, the Service provider shall undertake to deliver the deliverables according to the following timeline:

|  |  |  |
| --- | --- | --- |
| No. | **Deliverables** | **Timeline** |
| 1. | Developing promotional methodology (the plan of activities to promote and communicate the process, key messages, its visual identity, media appearances, etc.) | 1st week of December |
| 2. | Organizing 6 (six) local annual events with media campaign per each Contracting party (with translation). | during December  |
| 3. | Implementing social media campaign and promotion influencers plus giveaway  | Three - weeks long campaign in December |
| 4.  | Designing and production of promo materials for the stakeholders  | December 5th to 10th |
| 5. | Media appearances | December 2021 |

1. The campaign shall primarily target the following audiences:
2. young people aged between 15 to 30 years old, in all six Contracting Parties of RYCO;
3. key stakeholders/strategic partners such as ministries responsible for youth, education, national youth councils, media, young leaders, international organisations, German Embassies as well other institutions that might be interested in RYCO’s activities; and
4. the general public, education professionals, as well as decision-makers.
5. The Service provider must provide the methodology (concept) for each deliverable, together with a preliminary working plan and milestones for completing the respective tasks. The Service provider shall also include in the methodology (concept) a backup plan in case of abrupt changes and or/ unforeseen external circumstances that might have an impact on the implementation of the Contract.
6. In case of challenges or delays that might have an impact on the implementation of the Contract, upon common agreement, the Parties shall define the exact timeline for the delivery of each deliverable.
7. Upon completion of the campaign, the Service provider shall submit to RYCO the
“Final report” covering the performance of the services.
8. After the delivery of the deliverable by the Service provider, RYCO will have 5 (five) days to inspect the deliverable and verify that it conforms in all respects to the applicable specifications and criteria. Upon completion of such 5 (five)) days period, if RYCO has not delivered a Rejection Notice such deliverable shall be deemed automatically accepted.
9. If RYCO reasonably determines in good faith that the deliverable does not conform to the applicable specifications or does not otherwise pass the applicable acceptance criteria set forth in the Terms of Reference, RYCO will promptly notify the Service provider in a written notice setting forth a description of the nonconformities exhibited by the deliverable. When the Service provider remedies the nonconformities, it shall redeliver the deliverable and RYCO shall again review the deliverable for acceptance or rejection.
10. If RYCO reasonably determines in good faith that the Service provider will be unable to correct all nonconformities in the deliverable, RYCO will have the option, by delivering written notice to such effect to the Service provider, to definitely reject the specific deliverable and terminate the Contract.

**Article 4**

**Term of the Contract**

1. This Contract shall enter into force on m/d/ 2021 and shall be valid until December 25th, 2021.
2. The Service provider cannot, under any circumstances, start work before the date on which this Contract enters into force.

**Article 5**

**Obligations of the Service provider**

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

**Article 6**

**Obligations of RYCO**

RYCO shall:

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

**Article 7**

**Reporting**

The Service provider will directly report to the RYCO team.

**Article 8**

**Price of Contract and Payment Modality**

1. The total expected amount dedicated to the execution of this Contract **[***insert amount in letters and numbers***]**EUR.
2. The Contracting authority will execute the payment in 1 (one) instalment, upon delivery by the Service provider upon successful delivery of the “Campaign Insights report” and the formal acceptance by RYCO.
3. RYCO shall execute the payment in EUR, in 2 (two) distinct instalments as follows:
4. 40% of the Price of the Contract shall be released after the acceptance of the approved deliverables; and
5. 60% of the Price of the Contract shall be released after the approved Final report of the services.
6. RYCO shall execute the payment for each instalment within 30 (thirty) days from the submission of the respective invoice by the Service provider to the following bank account:
7. *Bank account holder name:* ***[****insert designation of the bank account holder]*
8. *Bank name: [insert the designation of the bank]*
9. *Address of the bank: [insert the address of the bank]*
10. *IBAN/Account number: [insert IBAN No.]*
11. *SWIFT: [insert SWIFT No.]*
12. *Currency: EUR*
13. 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 Service provider.
14. The Price of the Contract is the total charge to RYCO including the cost of delivery or any other such costs related to the execution of this Contract.
15. The Service provider shall be responsible for the payment of all taxes, duties, and charges assessed on it in connection with this Contract.
16. The Contracting authority may at any point suspend the payment deadline if the request for payment cannot be processed because it does not comply with the Contract’s provisions. The Contracting authority must formally notify the Service provider of the suspension and the reasons for it.
17. The suspension takes effect on the day the notification is sent by the Contracting authority. If the condition for suspending the payment deadline as referred to is no longer met, the suspension will be lifted and the remaining period will resume.
18. If the payment deadline has been suspended due to the non-compliance of the deliverables and the revised deliverables are not submitted or were submitted but are also rejected, the Contracting authority may also terminate the Contract.
19. The Contracting authority may reject parts of or reduce the payment under this Contract if the performance of the Service provider is deemed unsatisfactory, the work is incomplete, or the deliverables have not been delivered within the set deadlines.

**Article 9**

**Reimbursement of Expenses**

The Contracting authority will not reimburse any expenses related to the costs of purchasing equipment or other material needed and used by the Service provider during the execution of this Contract.

**Article 10**

**Performance of the Contract**

1. The Service provider must perform the Contract to the highest professional standards with all due care, skill and diligence. Timely provision of the Services is of the essence of the Contract.
2. If the Service provider cannot fulfil its obligations, it must immediately inform the Contracting authority.

**Article 11**

**Suspension of the Contract**

1. The Contracting authority may suspend implementation of the Contract or any part of it, if the Service provider is not able to fulfil their obligation to carry out the work required.
2. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite it to submit any observations within 5 (five) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the suspension.
3. The suspension will take effect on the date the notification is sent by the Contracting authority.
4. If the reasons for suspending the implementation of the Contract are no longer valid, the suspension may be lifted and implementation may be resumed.

**Article 12**

**Termination of the Contract**

1. The Contracting authority may at any moment terminate the Contract if the Service provider:
	1. is performing its obligations poorly,
	2. is not performing; or
	3. has committed substantial errors, irregularities or fraud.
2. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite him/her/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.
3. The Service provider may at any moment terminate the Contract if s/he/it is not able to fulfil their obligations in carrying out the work required. The Service provider must formally notify the Contracting authority and include the reasons by giving 5 (five) days’ notice. The termination will take effect on the date the Contracting authority will formally notify confirmation of the termination.

**Article 13**

**Ownership and Copyrights**

1. RYCO shall 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 must acquire all the rights from the moment the results are delivered by the Service provider and accepted by RYCO. Such delivery and acceptance are considered to constitute an effective assignment of rights from the Service provider to RYCO.
2. RYCO may use, publish, assign or transfer these results as it sees fit, without any limitations, geographical or other.

**Article 14**

**Audit**

The Service provider 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 delivrables under this Contract. The Service provider 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 Service provider shall be available for interview.

**Article 14**

**Applicable Law and Dispute settlement**

1. This Contract is governed and construed by 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 the Republic of Albania.

**Article 15**

**Independent Contractor**

1. The Service provider shall perform the tasks and responsibilities under this Contract as an independent contractor and not as an employee, partner, or agent of RYCO.
2. The Service provider shall have sole responsibility for the staff who execute the tasks assigned to it.

**Article 16**

**Taxes**

The Service provider is solely and exclusively responsible for paying income taxes, health and social contributions, as well as other obligations in compliance with the tax requirements and legislation.

**Article 17**

**Amendment**

Amendments to this 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 18**

**Assignment**

1. The Service provider 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 Service provider 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 Service provider 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 Service provider 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 19**

**Confidentiality**

All information which comes into the Service provider’s possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Service provider should not communicate such information to any third party without the prior written approval of RYCO. These obligations shall survive the expiration or termination of this Contract.

**Article 20**

**Status and Use of RYCO’s Name**

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 Service provider in connection with this Contract and with the prior written approval of RYCO.

**Article 21**

**Severability**

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

**Article 22**

**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 23**

**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 in their 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 24**

**General Provisions**

1. The language of the written correspondence between the Parties shall be in English.
2. None of the Parties shall be responsible to the other for any delay in the fulfilment of its obligations herein, if this delay is caused by a *Force majeure*. However, this Force majeure clause applies only if the events take place after the signature of this Contract, so that it makes impossible or unduly burdensome for one of the Parties to fulfil its obligations.
3. The entire Agreement between the Parties is composed of:
4. Contract,
5. Terms of reference,
6. Financial offer.

This Contract is done in English in 4 (four) originals documents, 3 (three) originals being for the Contracting authority and 1 (one) original being for the Service Provider.

**For the Contracting authority: For the Service Provider:**

Mr. Albert Hani *Mr. /Ms.* [*name/surname*]

Secretary General *Title*

Regional Youth Cooperation Office *Company name*

**D: `TERMS OF REFERENCE**

**Communication and Visibility Campaign “Promotion of Hajde Platform and the promotion of the RYCO Strategy 2022-24”**

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

**Type of Services Required:** Promotion Campaign

**Title of the project:** GMFA 2021 Project “RYCO Strategy and Youth Platform Development”

**Title of the Campaign:** Youth Info Platform and Strategy Promotion

**Term of the contract:** End of November - 25 December 2021

**Location:** Albania, Bosnia and Herzegovina, Kosovo Montenegro, North Macedonia and Serbia

**Financing Institution:** German Ministry of Foreign Affairs

**Background / About RYCO**

RYCO is an intergovernmental organisation that stewards and promotes regional 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 policymaking 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 fulfil its mission is grant-making, developing tailored calls for proposals that enable CSOs and schools to engage in initiatives that contribute to the mutual understanding of youth from various communities across RYCO’s Contracting Parties, thus contributing to reconciliation and youth participation.

**Purpose of the service:**

Promotion of the newly established Hajde digital youth platform and promo campaign and launching of RYCO Strategy 2022-2024.

Once the youth platform and the strategy are finalized, a comprehensive promotion will occur throughout the region, with different stakeholders through 6 annual events (governments, donors, CSOs, young people, etc.).

**Objectives of the service**

Two objectives of the service are:

a) **the promo campaign of the Hajde digital youth platform**

and

b) **promo campaign and launching of RYCO Strategy 2022-2024.**

By the end of November, beginning of December 2021, the RYCO Strategy will be finalized; therefore, we will introduce and promote the new RYCO strategy to its stakeholders and the wider public to inform them about the objectives, goals, and areas of intervention of the strategy and RYCO for the next two years;

We are looking for a provider that will support RYCO to design and execute 6 annual events in WB6 (with stakeholders and media) and a media campaign (digital marketing, a short promo video, media appearances, influencers and giveaway). The kick-off events and digital campaign objectives are: to introduce HAJDE, a new digital tool for young people in WB6 & to present RYCO new strategy for next two years.

1. **Scope of Work**

The project supports the promotion of:

**a. HAJDE**, the new RYCO digital youth platform for daily promotion of regional youth cooperation and youth experiences and storytelling and for sharing concrete opportunities for youth in WB6, and

**b. Promotion of new RYCO strategy 2022-24**.

**A.** **HAJDE platform and app** will provide daily promotion of regional youth cooperation, youth experiences, opportunities and storytelling, including daily news related to the wellbeing of young people. Implementing a public information campaign will have its advocacy component and promotion of HAJDE, a new platform, through designing and organising six annual events in WB6 with key stakeholders and media editors and media campaigns (digital campaign for promotion of strategy & digital campaign for promotion of Hajde platform; promo video, influencers, giveaway, promo materials.

**B. RYCO strategy** Engagement involves the development of a campaign strategy and implementation plan, as well as the actual implementation of the campaign. The objectives of the campaign are to inform the key stakeholders and youth in WB6 on RYCO and its role as a leader in the field of regional youth cooperation with its current initiatives (grant-making, capacity building of youth organisations and schools, special projects in volunteer’s exchange and social entrepreneurship etc.), on the need of intercultural learning in WB6 being put on a political agenda anda digital tool for young people in WB6.

The primary target audiences of the campaign are:

1. youth (15-30 age),
2. key stakeholders/strategic partners: different ministries responsible for youth, education, national youth councils, media, young leaders, international organisations, other authorities, German Embassies etc.
3. the general public, education professionals, decision-makers.

Under the guidance of the RYCO Team, the service provider will be expected to undertake the following tasks:

1. Proposition of Event Concept & Management of promotional campaign
* Creative ideas for events, which are tailored to suit RYCO goals and needs of event: Thematic kick-off events / launching the platform in WB6
* Proposition of digital and media campaign
* Proposition of visuals of materials for promo materials
* In the final phase of the project, six promotional kick-off events in the capitals of WB6 with advocacy campaigns and promotion of the new platform should be organized. Each event will have two separate parts:

**2-hour event with key stakeholders and young influencers** (up to 50 participants, based on the list of invitees provided by RYCO) for promotion and launching of info platform, following discussion on the role of young people in creating better region, promoting RYCO mission and previous experience and results and creating future partnerships in supporting RYCO work and actively using info platform and

**30-min briefing with media interested in promoting RYCO strategy and its content & reporting about HAJDE** (app. 15 participants/event) for presenting RYCO work, new initiatives and possibilities for cooperation with NGOs and media.

The events should have **Zoom streaming too, available on social media channels.**

1. Preparation and implementing the 6 annual events

The Contractor will prepare the event from the beginning to an end:

* The concept for six annual events (agenda, logistics, material);
* On-the-spot organisational support;
* Coordination of preparatory activities;
* Wrap-up and post-event activities;
* Catering and refreshment
* Production of working materials for 400 participants of six events (printed and pdf version of strategy and promo bags), based on RYCO inputs;
* Video and photo coverage of events + short after the movie
* Evaluation report;
1. Digital campaign
* Establishing social media channels for the Hajde Platform, proposing and designing a digital marketing plan, visibility materials with execution within WB6 (adds on Instagram, Facebook, TikTok, YouTube with a reach of at least 1.000.000 in total within WB6);
* Proposing six regionally-known influencers for the video & giveaway campaign
* Designing and creating a short video spot with chosen influencers or young leaders (with music jingle) based on RYCO inputs;
* Giveaway campaign in collaboration with chosen influencers
1. Media appearances
* Targeting and proposing the list of media outlets to promote info platform and RYCO work through media appearances with RYCO inputs
* Promotion of Strategy and HAJDE info platform through media appearances in WB6 (at 18 interviews in TV and articles on news portals) in coordination with RYCO team;
* Tailoring messages to key stakeholders and their campaign application
1. Designing visuals and production of materials of Strategy & HAJDE promo bags for media outlets and key stakeholders in WB6 example: tote bags, pens, mugs, stickers, anti-covid masks, etc.) - 500 promo bags

**2. Expected Deliverables and timeline**

|  |  |  |
| --- | --- | --- |
| # | **Deliverables**  | **Timeline** |
| 1. | Developing promotional methodology (the plan of activities to promote and communicate the process, key messages, its visual identity, media appearances, etc.)  | 1st week of December |
| 2. | Organising 6 local annual events with media campaign per each CP (with translation)  | December 2021 |
| 3. | Implementing social media campaign and promotion influencers + giveaway  | Three - week campaign in December |
| 4.  | Designing and production of promo materials for the stakeholders  | 05 - 10 December 2021 |
| 5. | Media appearances | December 2021 |

**3. Methodology**

The service provider must provide the methodology (concept) for each deliverable, together with a preliminary working plan and milestones for completing tasks. The developed concept should also include a backup plan if abrupt changes due to external circumstances (e.g. COVID-19 measures).

**4. Duration of the assignment**

The intended start date is December 2021, and the general six assignments will be completed by 25 December 2021. However, the proposed timeline may change upon the overall project timelines, challenges, and delays.

**5. Budget and payment of deliverables**

The total available budget for this service is 85 000 EUR.

The contract will be realized in EUR, and the payment will be conducted in 2 instalments:

1. 40% of the fee to be released after the approved (deliverable)
2. 60% of the fee is to be released after the approved Final report of the service

**6.Evidences and supporting documents.**

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

* Technical offer (including design proposals and methodology and Campaign implementation plan).
* The service provider’s portfolio and reference list (i.e., ​demonstration of previous work in the relevant field, including the presentation and links of online applications and any other relevant work to this assignment) with a critical focus on the last five years.
* Curriculum Vitae (CV) of the team leader and each key personnel part of the team.
* List of partners (in case of consortium/subcontractors) or branches for each of the six locations in WB6 or individuals (event manager) depending on management plan;
* Financial offer.
* Copy of legal registration.
* Bank account details to which the payments shall be made (mandatory).

**7. Evaluation process**

Tenderers will be evaluated based on the information provided in the submitted tender documents under this call.

The process will consist of several stages. The evaluation committee will evaluate the fulfilment of the basic requirements, the technical offer, the financial offer and the qualifications of the experts in human capacities. Tenderers shall be excluded from the evaluation process if key required documents are absent.

The overall evaluation will be done based on scores composed of the following:

10% for the Financial Offer

30% for the Concept and Methodology

30% for the References and Experience

30% for the implementation plan

**8. Qualifications and Experience**

**Overall requirements:**

The organisation/company should have:

* The service provider must be a legal entity registered in the WB6 region and can organise all activities in WB6 (individually, with branches or partners/subcontractors).
* Demonstrated capacities and experience in campaign management, production of multimedia events and materials, digital communication assets, and promotional materials.
* Skilled and experienced writers, proofreaders and editors (in English and local language(s)) dedicated (sub-contracted) for this task.
* Skilled and experienced videographers, video editors, photographers and graphic designers dedicated (sub-contracted) for this task.
* An experienced team dedicated to this task (CVs of key personnel (including consultants and sub-contractors) and the Team Leader to be submitted in the application)
* Quantifiable services offered pro bono will be taken into account during the selection process.
* The fluency of team members in English is an asset.
* A financial proposal.

**Team requirements/Staff requirements**

***Senior Key Expert – Team Leader***

Qualification and skills:

* University Degree in journalism, media and communication, social sciences or any related field
* Fluent in local languages and English. The German language will be considered as an asset
* Excellent technical writing skills. Ability to write in English

General professional experience:

* Demonstrable experience of over seven years of work in the PR and marketing field
* Experience with international and national organisations and institutions, donors and similar

Specific professional experience:

* Proven track record of successfully delivered PR campaigns and events
* Capability and proven experience in crafting and implementing public relations strategies
* Ability and proven experience crafting messages and products in various formats (press releases, websites, success stories, audio, video, blog entries, tweets and similar) targeting a variety of audiences
* An available resource to serve large companies
* Leadership and management experience

***The team will consist of 4 experts as follows:***

***PR Account Expert***

Qualification and skills:

* University Degree in journalism, media and communication, social sciences or any related field
* Fluent in local languages and English. The German language will be considered as an asset
* Excellent technical writing skills. Ability to write in English

General professional experience:

* Demonstrable experience of over five years of work in the PR and marketing field
* Experience with international and national organisations and institutions, donors and similar will be considered as an asset.

Specific professional experience:

* Proven track record of successfully deliver PR campaigns and event
* Capability and proven experience in crafting and implementing public relations strategies
* Ability and proven experience crafting messages and products in various formats (press releases, websites, success stories, audio, video, blog entries, tweets and similar) targeting a variety of audiences
* An available resource to serve large companies

***Social Media and Digital Account Expert***

* At least three years of relevant experience working in social media, with responsibility in content preparation, management and publication;
* Proven solid and varied portfolio of content created for different audiences (showcasing of such portfolio is expected as part of the application);
* Proven work experience as Digital Account Expert
* Experience with customer service and account management
* Understanding of online marketing tools and social media platforms
* Proven track record in dealing with similar tasks as required would be an asset
* Strong analytical skills
* Proficiency in English

***Event managers (for each of 6 events)***

* Demonstrable experience of over five years of work in the event management
* A proven capacity in designing and coordinating complex and multi-layered activities related to event management;
* Fluency in English and at least one WB6 language, oral and written, is required;
* Excellent organisational skills with developed attention to detail;
* Excellent computer skills and knowledge of mainstream online platforms;
* Experience with international and national organisations and institutions, donors and similar will be considered as an asset.

***Graphic designer***

* Minimum 5 years of work experience in the area of graphic design in a multicultural, international environment;
* Experience in the development of different promotional materials according to the standards of international aid and development organisations
* Prior experience of cooperation with international organisations and familiarity with their systems and procedures would be an advantage
* Relevant references and design portfolio (up to 5 previous designs)
* Proven track record with an international organisation in similar tasks would be an asset
* Proficiency in Enwherelish and at least one WB6 language, oral and written, is required

**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

*Contract title:* ***“*Communication and Visibility Campaign “Promotion of Hajde Platform and the promotion of the RYCO Strategy 2022-24”**

*Financing:*  **The German Ministry of Foreign Affairs.**

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

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

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

**2. TENDERER’S STATEMENT**

**As part of their tender, the Legal Entity identified under point 1 of this form, must submit a completed and signed statement form using the following format.**

**STATEMENT**

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

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

List the documents submitted attached:

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
1. a) The price of my tender is (insert total price in numbers and words) (in EUR): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 In my offer, all *applicable taxes are included.*

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

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

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

**As part of their tender, the Legal Entity identified under point 1 of this form (each Entity in case of consortium), must submit a signed declaration on honour on exclusion criteria stating that they are not in any of the exclusion situations using the following format:**

**DECLARATION ON HONOUR ON EXCLUSION CRITERIA**

I, the undersigned, hereby declare that I am not in any of the exclusion situations listed below:

 **Situation of exclusion**

1. It is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
2. It has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
3. It has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibity where such conduct denotes wrongful intent or gross negligence including in particular any of the following:
* Fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
* Entering into agreement with other persons with the aim of distorting competition.
* Violating intellectual property rights;
* Attempting to influence the decision-making process of the contracting authority during the award procedure
* Attempting to obtain confidential information that may confer upon it undue advantages in the award procedure***;***
1. It has been established by a final judgement thatr the persons with representative power, decision making control is guilty for fraud, corruption, involvement in a criminal organization, money laundering, terrorist activities or other criminal offences.
2. Make use of child labour or forced labour and/or practice discrimination, and/or does not respect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).

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

**Note:**  *In any case The Contractor Authority has the right to further investigate and request evidences to support the declarations if it has reasonable ground to doubt the content of such information.*

 **4. TENDERER FINANCIAL IDENTIFICATION**

**As part of their tender, the 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**

**FINANICIAL OFFER**

**Communication and Visibility Campaign “Promotion of Hajde Platform and the promotion of the RYCO Strategy 2022-24”**

1. The price of my offer is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert total price in numbers and words*) EUR.
* In my offer VAT, and all applicable taxes are 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)