Tirana, 11/10/2021

**INVITATION TO TENDER**

**“Cleaning services for Regional Youth Cooperation Office (RYCO) Head Office in Tirana”**

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

1. **Contract notice**
2. **Instructions to tenderers**
3. **Draft contract**
4. **Terms of reference**
5. **Service tender submission form** (*To be submitted by the tenderer as the standard application form using the template provided Annex I)*
6. **Financial offer form** (*To be submitted by the tenderer as the financial offer using the template provided Annex II*)

We look forward to receiving your tender, which has to be sent no later than the submission deadline at the e mail address specified in the instructions to tenderers.

By submitting a tender, you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the contracting authority sends it to the electronic address you referred to in your offer.

 Head of Contracting Authority

Albert Hani

Secretary General

**A: SERVICE CONTRACT NOTICE**

**1. Procedure:** Open procedure

**2. Contract title:** “Cleaning services for Regional Youth Cooperation Office (RYCO) Head Office in Tirana”

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

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

 **5.** **Work base:** RYCO Head Office, “Skenderbej street” 8/2/2, 8/2/3, 8/2/5 Tirana, 1000, Albania.

**CONTRACT SPECIFICATION**

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

**7. Contract description:** RYCO is requiring the effective provision of cleaning services for its premises which staff is approximately 37 people. This is to provide cleaning services through two part time cleaning employees in the premises which layout comprises of office space in three different floors within the same building: The selected contractor will provide on monthly basis all equipment and cleaning supplies required for carrying out the work. A detailed description of this assignment is provided in the Terms of References (Part D of the Tender Dossier).

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

**9.** **Maximum budget available:** 5 280 Euro

**CONDITIONS OF PARTICIPATION**

**10. Eligibility:**  Participation in this tender procedure is open to all legal persons (Companies), that are duly registered and perform this type of activity in Albania.

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

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

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

**PROVISIONAL TIMETABLE**

**14. Provisional commencement of the contract:**  03.01.2022.

**15. Implementation period of the tasks**: 03.01.2022 – 31.12.2022

**SELECTION AND AWARD CRITERIA**

**16. Selection criteria**

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

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

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

* Has the professional qualification, experience, financial and human capacities appropriate to this contract as per the qualification and experience requirements set in the TORs as follows:
* The service provider must be duly registered in the respective national authorities for exercising this type of activity;
* Proven experience in rendering satisfactory services to similar premises within the last three years;
* At least 3 years of operating in the cleaning business;
* The service provider must be financially sound and stable;
* The company must have trained and experienced personnel (at least 5 cleaning employees).
1. ***Financial offer***
* The objective of this criterion is to examine if the financial offer submitted by the tenderers for the implementation of this contract aligns with the quality of the tender and is within the upper limit of budget available for this contract.

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

**TENDERING**

**18. Deadline for receipt of tenders: 26/11/2021, 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*” and “Terms of References” including the annexes, 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 tenderer accept to receive notification of the outcome of the procedure by electronic means.

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

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

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

**22. Legal basis:**

 **-** RYCO’s Rules for Procurement

 - Statute of the Regional Youth Cooperation 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 this Contract.

1. **Timetable**

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| --- | --- | --- |
|  |  **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** |  **26/11/2021** |  **17:00** |

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

1. **Participation, qualification and subcontracting**
2. **Participation:** Participation in this tender procedure is open to all legal persons (Companies), that are duly registered and perform this type of activity in Albania.
3. **Qualification:** Upon meeting the selection criteria.
4. **Sub – contracting:** Sub - contracting is not allowed.
5. **Content of tender.**

**The tender must include a technical offer and a financial offer.**

**4.1. Technical offer**

The technical offer must include the following documents:

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

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

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

*The potential tenderer must submit:*

* 2 reference letters for rendering satisfactory services to similar premises within the last three years;
* The turnover of the company for the last three years;
* Copy of the registration certificate (extract of the commercial register);
* Company profile (experience, similar services, number of employees etc) and CVs of the key cleaning employees who will be engaged in this contract.

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

Statements 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.

**4.2. Financial offer**

The financial offer (ANNEX II) must be presented as a total amount in EUR, broken down in price per unit/month as well.

**Tenderers are reminded that:**

- The total maximum budget available to this contract is 5 280 EUR.

- The financial offer cannot exceed 440 EURO gross per month.

- In the financial offer all equipment and cleaning supplies described in the Terms of Reference which will be furnished to the Contracting Authority by the Service provider on monthly basis must be included.

- Payments under this contract will be made in the currency of the tender (EUR).

- The potential tenderers should include in their financial offer the price per unit (month) and the total value (VAT 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 **up to 5 (five) working days before the deadline for submission of tenders, specifying the contract title.**

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

The contracting authority must respond to request for clarifications **at the latest 2 (two) working days after receiving them.**

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

- Information meeting: No information meeting is foreseen.

1. **Submission of tenders**

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

procurement@rycowb.org

* Tenders submitted by any other means will not be considered.
* All tenders submitted after the above given deadline shall be rejected.
1. **Costs for preparing tenders**

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

1. **Ownership of tenders**

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

1. **Evaluation of tenders**

**9.1** **Examination of the administrative conformity of tenders**

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

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

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

**9.2 Evaluation of technical offers**

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

**9.3. Evaluation of financial offers**

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

Any arithmetical errors are corrected without penalty to the tenderer.

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

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

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

1. **Amending or withdrawing tenders**

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

1. **Confidentiality**

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

1. **Ethics clauses / Corruptive practices**

a) Absence of conflict of interest

 The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt

 by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender.

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

The tenderer and its staff must comply with human rights and applicable data protection rules. In particular, and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation, and with the core labour standards as applicable and as defined in the relevant International Labour

 Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

1. Unusual commercial expenses

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

d) Breach of obligations, irregularities or fraud

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

e) Anti-corruption and anti-bribery

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

1. **Signature of contract**

**14.1. Notification of award**

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

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

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

**14.2. Signature of the contract/ Implementation**

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

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

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

1. **Cancellation of the tender procedure**

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

Cancellation may occur, for example, where:

* the tender procedure has been unsuccessful, i.e. no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
* there are fundamental changes to the economic or technical data of the project;
* exceptional circumstances or force majeure render normal performance of the contract impossible;
* all technically acceptable tenders exceed the financial resources available;
* there have been breach of obligations, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
* the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been advised of the possibility of

damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

1. **Appeals**

Tenderers believing that they have been harmed by an error or irregularity allegedly committed as part of a selection procedure or that the procedure was vitiated by any maladministration may file a complaint which should be sent electronically to the Contracting Authority in the same e mail address tenders were submitted ***up to 3 days after receiving evaluation results.*** The Contractor Authority should respond to the tenderer by electronic means too at the latest 2 (two) days after receiving the compliant.

**C: DRAFT CONTRACT**

**FOR**

**“CLEANING SERVICES FOR THE HEAD OFFICE OF
THE REGIONAL YOUTH COOPERATION OFFICE”**

This Service contract,the “Contract”, is signed on m/ d/ 2022 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 funded by RYCO’s budget.

**Article 1**

**Subject of the Contract**

The subject of the Contract is the provision of cleaning services by the Service provider for the Head office of RYCO having its premises at: rruga “Skenderbej”, no. 8, in Tirana, Albania.

**Article 2**

**Scope of Work**

1. The Service Provider shall provide the cleaning services for 3 (three) separate offices, situated in the same building, and hosting a total number of 37 (thirty-seven) staff members divided as follows:
2. Office no. 1: 231 m2 (187m2 apartment + 44 m2 balcony), hosting 12 staff members;
3. Office no.2: 179 m2 (137 m2 apartment + 42 m2 balcony) hosting 11 staff members; and
4. Office no. 3: 280 m2 (218.5 m2 apartment + 61.5 m2 balcony), hosting 14 staff members.
5. The tasks and responsibilities of the Service provider, further detailed in the Terms of reference, integral part of and attached to this Contract, include, without limitation, the following activities (collectively referred to as the “services”):
6. Daily cleaning of the offices,
7. Daily cleaning of the kitchenettes and weekly cleaning of the refrigerators and cupboards,
8. Daily cleaning of meeting rooms,
9. Daily cleaning of all bathrooms and their fixtures,
10. Daily cleaning of the balconies,
11. Daily waste management, and
12. Monthly general cleaning for all offices, including internal and external cleaning of the windows.

**Article 3**

**Term**

1. The present Contract shall enter into force on January 3st, 2022 until December, 31st 2022.
2. The execution of the tasks may under no circumstances begin before the date on which the Contract enters into force, and shall depend on the authorities’ decision in relation to the COVID-19 measures.

**Article 4**

**Rights and Obligations of the Service Provider**

1. The Service provider shall perform the daily cleaning services for all 3 (three) offices, from Monday to Friday, for a total of 4 hours per day as follows:
2. 2 (two) hours in the morning, from 8 - 10 am; and
3. 2 (two) hours in the afternoon, from 1 to 3 pm.
4. If required and upon agreement between the Parties, the Service provider shall perform the cleaning services even during the weekends,
5. The Service provider shall provide on a monthly basis all equipment and cleaning supplies necessary for the provision of the required services such as supplies for toilets, kitchenettes, and desk cleaning including toilet paper, paper towels, disinfectants, kitchen towels, kitchen paper towels, washing-up liquid, liquid soap, detergents for the kitchenettes, detergents for toilets, floor cleaner detergents, bucket, plastic floor broom, floor cleaning mop, dust pan, bin bags, consumables, window cleaning detergents, and air freshener.
6. The Service provider agrees to use correctly all the materials and equipment that might be made available to it by RYCO for the execution of the services under this Contract.
7. The Service provider has to devote its full working capacity in the performance of the duties and tasks, and must abstain from anything which may jeopardize RYCO’s interests or reputation.
8. The Service provider is liable for any damage that may be caused due to the quality of Services provided to RYCO during the term of the present Contract.
9. The Service provider shall have sole responsibility for the staff who execute the tasks under this Contract.
10. In signing the present Contract, the Service provider agrees that it will not hold RYCO liable in any way for alterations in the scope of work that may be made by the above-mentioned parties.
11. Violation of the provisions set in this Article by the Service provider shall be deemed severe violation of the service commitment and might result in the immediate dissolution of the Contract and/or indemnification as designated by RYCO.

**Article 5**

**Obligations of RYCO**

1. RYCO shall:
2. provide the necessary support in order to achieve the services under this Contract;
3. monitor the performance and quality of work of the Service provider;
4. Provide feedback and guidance; and
5. Communicate on a regular basis with the Supplier.
6. At its sole discretion, RYCO reserves the right to intervene, review or make any changes to the services mentioned in Article 2, at any time, as may be necessary. The Service provider shall accept any such changes or revisions and comply with the new requirements presented by RYCO within the set deadlines.

**Article 6**

**Price of Contract and Payments Modality**

1. For the provision of the cleaning services under this Contract, RYCO shall pay the Service provider a monthly fee of [*price in number and letters*] Euros, VAT included.
2. In order for RYCO to execute the payment of the monthly fee, the Service provider shall submit the monthly invoice specifying all the tasks executed and the cleaning materials delivered during the respective timeframe.
3. RYCO shall execute the payment of the monthly fee 15 (fifteen) days after submission of the respective invoice as well as the description of all the tasks executed and materials supplied during that month.
4. RYCO shall execute the payments in Euro to the following bank account:
5. *Bank account holder name: [insert designation of the bank account holder]*
6. *Bank name: [insert the designation of the bank]*
7. *Address of the bank: [insert the address of the bank]*
8. *IBAN/Account number: [insert IBAN No.*
9. *SWIFT: [insert SWIFT No.]*
10. *Currency: EUR*

**Article 9**

**Reimbursement of Expenses**

RYCO shall 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 its 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 10 (ten) 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 RYCO.
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. RYCO 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. RYCO must formally notify the Service provider of its intention, include the reasons why and invite it to submit any observations within 10 (ten) 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 30 (thirty) days’ notice. The termination will take effect on the date RYCO will formally notify confirmation of the termination.

**Article 13**

**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 deliverables 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 the following:
4. Contract,
5. Terms of reference, and
6. Financial offer.

This Contract is done in English in 3 (three) originals documents, 2 (two) for RYCO and 1 (one) 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 REFERENCES**

|  |
| --- |
| **Work base:** RYCO Head Office, Tirana, Albania **Expected duration of the contract: 1 Year****Provisional commencement date of the contract:** 03.01.2022-31.12.2022**Status of service providers:** Local Company |

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| --- |
| **Background** |
| RYCO is an intergovernmental organization that stewards and promotes regional, cross-border and intercultural cooperation within and among its six Western Balkans (WB6) contracting parties.  The Agreement on establishment of RYCO was signed by the WB6 Contracting Parties Prime Ministers on Western Balkans Summit held in Paris, on 04th July 2016, within the Berlin Process. RYCO’s unique governance system brings together government and civil society representatives to ensure young people are represented at all levels within the organization. RYCO is represented in all the six Contracting Parties through the Local Branch Offices, while its Head Office is the organizational hub situated in Tirana.  |
| **Scope of work**RYCO requires the effective provision of cleaning services for its premises with a staff of approximately 37 people. This is to provide cleaning services through two part time cleaning employees in the premises which layout comprises of office space in three different floors within the same building:**Office 1:** 231 m2 (187 m2 apartment + 44 m2 balcony) - 12 staff members**Office 2:** 179 m2 (137 m2 apartment + 42 m2 balcony) - 11 staff members**Office 3:** 280 m2 (218.5 m2 apartment + 61.5 m2 balcony) - 14 staff members**Tasks**The object of the Contract shall include the following tasks: **1.** **Cleaning of internal office space in both premises** **Daily**: floors, shelves, picture frames, couches, chairs, desks, devices (printers, scanners), heaters, air- conditions, doors, glass doors **2.** **Cleaning of the kitchenettes** **Daily:** floors, tabletop, sinks, coffee machines, tables, chairs, waste bins, soap, washing-up liquid refilled; kitchen paper towels replenished**Weekly**: refrigerators cleaned, cupboards emptied/cleaned**3. Cleaning of meeting rooms** **Daily:** waste bins emptied; tabletops; tables and chairs rearranged; floors, heaters, doors, glass doors and glass partitions**4. Cleaning of all bathrooms and their fixtures** **Daily:** floors washed; fixtures cleaned and disinfected; supplies, including toilet paper, paper towels, liquid soap, toilet disinfectant, etc., replenished as required; refilling hand sanitizers located in both offices as/when required**5. Daily cleaning of the balconies** **6. Daily waste management (paper/waste bins emptied)****7. General cleaning (including internal and external cleaning of windows) 1 time per month for the three premises****Supplies and equipment**The contractor will provide on a monthly basis all equipment and cleaning supplies required for carrying out the work. This comprises all the necessary supplies for toilets, kitchenettes, and desk cleaning including: toilet paper, paper towels, disinfectants, kitchen towels, kitchen paper towels, washing-up liquid, liquid soap, detergents for the kitchenettes, detergents for toilets, floor cleaner detergents, bucket, plastic floor broom, floor cleaning mop, dust pan, bin bags, consumables, window cleaning detergents, air freshener. **Work schedule** The official working days shall be from **Monday to Friday**, **4 hours daily in total (2 hours in the morning and 2 hours in the afternoon)**. The cleaning personnel (2 employees) will be entitled to official/public holidays in RYCO Head Office. |
| **Timeline**The service provider should complete all the tasks for a period of 12 months (03.01.2022-31.12.2022).**Indicative budget and payment modality**The selected service provider will be invited to sign a service contract with Regional Youth Cooperation Office (RYCO). The contract will be realized in Euro and the payment will be conducted in monthly installments. For the payment of each monthly installment, the contractor will be requested to submit the monthly invoice specifying all the tasks executed and the cleaning materials delivered during the respective timeframe. The financial offer cannot exceed 440 EURO gross per month. The service provider is responsible for paying all the taxes related to this contract. The total maximum budget available to this contract is 5,280 EURO.The potential tenderers should include in their financial offer the price per unit (month) and the total value (VAT included).**Qualification and experience requirements**  |
| * The service provider must be duly registered in the respective national authorities for exercising this type of activity;
* Proven experience in rendering satisfactory services to similar premises within the last three years;
* At least 3 years of operating in the cleaning business;
* The service provider must be financially sound and stable;
* The company must have trained and experienced personnel (at least 5 cleaning employees).

**Supporting documents and evidences** * The potential tenderer must provide in his offer 2 reference letters in line with the requirement set in point 1 at the qualification of contractor;
* The potential tenderer must provide in his offer the turnover of the company for the last three years;
* The potential tenderer must provide copy of the registration certificate (extract of the commercial register);
* CV of the company and of the key cleaning employees who will be engaged in this contract.

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**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

***Contract title:*** *“*Cleaning services for Regional Youth Cooperation Office (RYCO) Head Office in Tirana”

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

*Please supply one signed and stamped* ***tender including completed signed and stamped statement, declaration on honour on exclusion criteria, and financial identification form.*** *All data included in this application must concern only the entity making the tender.*

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

|  |  |
| --- | --- |
| **Insert: Full official name of the Company** |  |
| **Insert: Name of the legal representative of the Company** |  |
| **Insert: Full official address of the Company** |  |

* 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 Company identified under point 1 of this form, must submit a signed statement form using the following format.**

 **STATEMENT**

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

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

List the documents submitted attached:

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
1. The price per unit (month) of my offer is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert price per unit in numbers and words) EUR.
2. The total price of my offer is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert total price in numbers and words) EUR.

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

- In my offer all equipment and cleaning supplies described in the Terms of Reference which will be furnished to the Contracting Authority on monthly basis are included.

1. I am making this tender in my own right. I confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract.
2. I state that I have the technical and professional capacity referring to this call of tender for performing the contract according to the Terms of Reference and other conditions set for this tender by the Contractor Authority.
3. I understand that if I fail to comply with contract obligations the award may be considered null and void.
4. I agree to abide accordingly to the Terms of Reference and instructions to tenderers requirements and conditions.
5. In particular, I fully agree to abide to the stipulations settled in point 12: Ethic Clauses/Corruptive practises and I have no conflict of interests or any equivalent relation which may distort competition with other tenderers or other parties in the tender procedure at the time of the submission of this tender. Furthermore, I have not been involved in the preparation of the project which is the subject of this tender procedure.
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 legal entity identified under point 1 of this form, (each consortium member if applicable) 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**  |  |
| **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(if applicable)** |  |
| **Date** |  |

**F: ANNEX II**

 **FINANCIAL OFFER**

1. The price per unit (month) of my offer is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert price per unit in numbers and words) EUR.
2. The total price of my offer is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert total price in numbers and words) EUR.

**- In my offer VAT and all applicable taxes are included.** –

**- In my offer all equipment and cleaning supplies described in the Terms of Reference which will be furnished to the Contracting Authority on monthly basis are included.**

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