Tirana, 14/12/2021

**INVITATION TO TENDER**

 **“IT support services for Regional Youth Cooperation Office (RYCO) Head Office”**

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:** “IT support services for the Regional Youth Cooperation Office (RYCO) Head Office”

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

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

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

**CONTRACT SPECIFICATION**

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

 **7. Contract description:** RYCO is looking for a qualified IT Help Desk Support Service to provide fast and efficient technical assistance as well as ensure the smooth IT operation of RYCO. A detailed description of this assignment is provided in the Terms of Reference, part D of the Tender Dossier.

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

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

**CONDITIONS OF PARTICIPATION**

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

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

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

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

**PROVISIONAL TIMETABLE**

**14. Provisional commencement of the contract:** January 2022.

**15. Duration**: January 2022 – 31st of December 2023.

**SELECTION AND AWARD CRITERIA**

**16. Selection criteria**

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

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

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

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

The service provider should:

* Be a legally registered entity / IT Company with requisite professional experience and knowledge of network technologies including Microsoft Windows, corporate ICT security and viral protection systems, ERP, PC/LAN operating systems and VoIP telecommunications;
* Have the ability to review a variety of data, identify and adjust discrepancies, identify and resolve IT operational problems;
* Have knowledge of Internet connectivity, Operating System MS Windows 7/8/10, MS Windows Server 2008/2012, routers and switches;
* Have knowledge of network architecture, security architecture, TCP/IP, Ethernet switches, routers, Microsoft Operating Systems, MS Windows 7/8/10, MS Windows Server 2008/2012, routers and switches;
* Have computer knowledge: MS Office 2013/2016 including Word, Excel, Outlook, PowerPoint, Visio**;**
* Have the ability to manage work of a confidential nature and handle large volumes of work;
* Should possess experience of client support, such as, a Help Desk or User Support Unit Planning and Delivering results;
* Have the willingness to take ownership of issue analysis and resolution efforts and committing to “doing what it takes” to resolve technical issues regardless of effort or time required;

The service provider must have at least one IT personnel with the following qualifications:

a) An advanced degree in Information Technology or Computer Sciences, Engineering or any other related fields;

b) At least 4 years’ experience in troubleshooting, networking, hardware and software maintenance;

c) Hands on experience in troubleshooting, networking, basic programming and relevant software applications;

d) Good command of English, both written and spoken;

e) The ability to work under challenging circumstances with minimum supervision;

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

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

**TENDERING**

**17. Deadline for receipt of tenders: 29/12/2021, 17h00.**

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

**19. 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.

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

**21**. **Alteration or withdrawal of tenders:** Tenderers may alter or withdraw their tenders by electronic notification sent in the same email address mentioned in point 18 prior to the deadline for submission of tenders. No tender may be altered after this deadline.

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

**23. Legal basis:**

 **-** RYCO’s Rules for Procurement:

 - Statute of the Regional Youth Cooperation Offic

**B: INSTRUCTIONS TO TENDERERS**

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

1. **Services to be provided**

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

1. **Timetable**

|  |  |  |
| --- | --- | --- |
|  |  **DEADLINE** | **TIME\*** |
| **Deadline for requesting clarification from the contracting authority** | **Up to 5 (five) working days before the deadline for submission of tenders** |   |
| **Last date for the contracting authority to issue clarification** | **At the latest 2 (two) working days before the deadline for submission of tenders**  |   |
| **Deadline for submitting tenders** | **29/12/2021** |  **17:00** |

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

1. **Participation, qualification and subcontracting**
2. **Participation:** Participation in tendering is open on equal terms to duly registered legal entities / IT Companies, performing this type of activity in Albania.
3. **Qualification:** Upon meeting the selection criteria.
4. **Sub – contracting:** Sub - contracting is not allowed.
5. **Content of tender.**

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

**4.1. Technical offer**

The technical offer must include the following documents:

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

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

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

*The potential tenderer must submit:*

* A technical offer describing their approach to this assignment as per the requirements specified in the Terms of References, part D of the Tender Dossier.
* Certificate of Registration/Incorporation;
* Company profile with a list of clients, previous similar experiences and cooperation partners;
* Statement of Satisfactory Performance from the Top 2 Clients of the past years;
* Agreement of entering in a consortium (if applicable)

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

Statements must be scanned copies of the original. Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender.

**4.2. Financial offer**

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

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice is 500 Euro monthly.

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

**Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be in English.**

Supporting documents furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

Failure to fulfil the requirements of these clauses will constitute an irregularity and may result in rejection of the tender.

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

Tenderers may submit questions to the following email address:

procurement@rycowb.org **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 in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

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

The most economically advantageous tender is the technically compliant tender with the best price-quality ratio, determined by the composite results of the technical and financial evaluation on a 70/30 basis.

1. **Amending or withdrawing tenders**

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

1. **Confidentiality**

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

1. **Ethics clauses / Corruptive practices**

 a) Absence of conflict of interest

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

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

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

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

1. Unusual commercial expenses

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

 d) Breach of obligations, irregularities or fraud

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

 e) Anti-corruption and anti-bribery

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

1. **Signature of 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**

**INFORMATION TECHNOLOGY SUPPORT SERVICES FOR
THE HEAD OFFICE OF THE REGIONAL YOUTH COOPERATION OFFICE**

This Service contract,the “Contract*”*, is signed on ----------------- by and between:

1. **The Regional Youth Cooperation Office (RYCO),** duly established and organized under the laws of the Republic of Albanian, under registration number L71911452J having its registered address and Head Office at Rruga “Skenderbej”, 8/2/2 in Tirana, Albania, legally represented by Secretary General, Mr. Djuro Blanusa, adult, with full legal capacity to act, hereinafter referred to as “*RYCO*” or the “*Contracting authority*”

*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 of the place*]**, registered with the unique registration number **[*insert NUIS No*.]**, legally represented for the purposes of the signature of this Contract by **[*insert the full name of the legal representative*], [*insert the tittle of the legal representative*],**adult, with full legal capacity to act, referred to as “the *Contractor*”.

*on the other part,*

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

**Preamble**

This Contract is funded by RYCO’s budget.

**Article 1**

**Object of the Contract**

1. The object of the Contract is to provide RYCO with maintenance services for the IT system, hardware and software, such as described in the terms of reference, part of and attached to this Contract.
2. The Contractor 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.
3. The Contractor shall provide any other services or tasks within the framework of this Contract, as required by RYCO.
4. The Contractor shall provide all above-mentioned services to the following address: Rruga “Skenderbej” 8/2/2, 1000 Tirana, Albania.

**Article 2**

**Definitions**

1. In this Contract, the following terms shall be interpreted as indicated:
2. “RYCO” means the organization procuring the goods under this Contract;
3. “The Contractor” means the organization, company, firm or legal entity providing the services under this Contract;
4. “The Contract” means this agreement entered by and between RYCO and the Contractor, including all attachments and appendices, and specifically the terms of reference and the financial offer;
5. “The Contract Price” means the price payable to the Contractor by RYCO under the Contract for the full and proper performance of its contractual obligations;
6. “The Services” means services to be provided by the tenderer/bidder including any documents, which the Contractor is required to provide to RYCO under this Contract;
7. Technical specifications/Terms of Reference mean the document that prescribes technical requirements to be fulfilled by the product, process or service in order to comply with the functional specification;
8. “Day” means calendar day.

**Article 3**

**Term of the Contract**

1. This Contract shall enter into force on January 1st, 2022 and shall stay in full force and effect until December 31st, 2023. This Contract can be further extended or renewed upon common understanding of the Parties.
2. The Contractor cannot, under any circumstances, start work before the date on which this Contract enters into force.

**Article 4**

**Obligations of the Service provider**

The Contractor shall be mainly in charge to provide the following services:

* 1. Enhancing and updating the existing IT Support mechanisms;
	2. Monitoring RYCO’s software;
	3. Performing proactive maintenance and monitoring services, tailored to RYCO, in order to identify and prevent problems;
	4. Performing once a week a regular monitoring of hardware, as per their specific requirements, to ensure continuance of operations;
	5. Performing remote troubleshooting through diagnostic techniques;
	6. Assisting new users/staff with all IT related inquiries and support them in their work-station set-up;
	7. Installing, testing and configuring new workstations, equipment and software;
	8. Performing timely workstation hardware and software upgrades as required;
	9. Identifying potential areas of concern and applying preventive measures;
	10. Upkeeping mobile staff equipment (hardware and software);
	11. Ensuring that faulty machines under warranty are delivered to and also picked from the warranty Centre after repair work is done;
	12. Performing weekly site visits to assess the status of user machines and fixing any arising incidents;
	13. Installing and maintaining telephone and VoIP telecommunications equipment and software as required in line with agreed security and business continuity arrangements;
	14. Providing user support for RYCO computers, printers and laptops/notebooks, docking stations, peripherals and handhelds; and
	15. Keeping RYCO representatives/ reporting contact informed of notable IT trends, solutions and fixes.

**Article 5**

**Obligations of RYCO**

RYCO shall:

1. Immediately notify the Contractor in case of any possible problem or malfunction;
2. Create all the conditions and provide all the necessary support in order for the Contractor to perform all required services and to achieve the objective of this Contract;
3. Undertake the final control and acceptance of the service object of this Contract;
4. Sign every acceptance act of the work processes, or make remarks and suggestions within 2 (two) days from the day of notification of the Contractor that the service has been performed. In case the Contractor is not notified within 2 (two) days, the service will be considered as performed and accepted by RYCO;
5. Provide feedback and guidance on the performance of the Contractor; and
6. Communicate on a regular basis with the Contractor.

**Article 6**

**Price of Contract and Payment Modality**

1. The maximum amount dedicated to the execution of this Contract is ------------- (---------------- hundred) euros per month, VAT included.
2. The Contractor shall submit the monthly invoice at the end of each month.
3. RYCO will execute the payment every month within 15 (fifteen) days upon submission of the invoice by the Contractor.
4. RYCO shall execute the payment 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*
11. RYCO 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. RYCO must formally notify the Contractor of the suspension and the reasons for it within 5 (five) days upon reception of the invoice.
12. The suspension takes effect on the day the notification is sent by the RYCO. If the condition for suspending the payment deadline as referred to is no longer met, the suspension will be lifted and the remaining period will resume.
13. If the payment deadline has been suspended due to the non-compliance of the provided services the Service provider must take all measures to provide any services at the required standard within 5 (five) working days upon notification, otherwise RYCO may also terminate the Contract.
14. RYCO may reject parts of or reduce the payment if the Contractor is in breach of any of the obligations under this Contract.

**Article 7**

**Performance of the Contract**

1. The Contractor must perform the Contract to the highest professional standards and in accordance to RYCO’s internal rules, procedures and regulations.
2. If the Contractor cannot fulfil its obligations, it must immediately inform RYCO.
3. The Contractor shall immediately review any request or complaint submitted by RYCO and resolve any issues or disputes related to the provision and quality of services. RYCO must describe and report the problem in details.

**Article 8**

**Suspension of the Contract**

1. The RYCO may suspend implementation of the Contract or any part of it, if the Contractor is not able to fulfil its obligation to carry out the work required.
2. RYCO shall notify the Contractor of its intention, include the reasons and invite the Contractor to submit any observations within 5 (five) days of receiving the notification. If RYCO 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 to the Contractor.
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 9**

**Termination of the Contract**

1. RYCO may at any moment terminate the Contract if the Contractor:
	1. is performing his/her/its obligations poorly,
	2. is not performing; or
	3. has committed substantial errors, irregularities or fraud.
2. RYCO must formally notify the Contractor of its intention, including the reasons why and is to submit any observations within 5 (days) days of receiving notification. If RYCO does not accept these observations, it will formally notify confirmation of the termination. The termination will take effect on the date the notification is sent by RYCO.
3. The Contractor may at any moment terminate the Contract if it is not able to fulfil its obligations in carrying out the work required. The Contractor must formally notify RYCO and include the reasons within 5 (five) days. The termination will take effect on the date RYCO will formally notify confirmation of the termination.

**Article 10**

**Applicable Law and Dispute Resolution**

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

**Article 11**

**Independent Contractor**

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

**Article 12**

**Taxes**

The Contractor 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 13**

**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 30 (thirty) days of receiving notification.

**Article 14**

**Assignment**

Neither this Contract nor any rights under this Contract may be assigned or otherwise transferred by the Service provider, in whole or in part, whether voluntarily or by operation of law.

**Article 15**

**Confidentiality**

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

**Article 16**

**Status and Use of RYCO’s Name**

1. 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.
2. Nothing in this Contract affects the privileges and immunities enjoyed by RYCO as an intergovernmental organization.

**Article 17**

**Severability**

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

**Article 18**

**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 19**

**Notices**

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

**Article 20**

**Governing Language**

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

**Article 21**

**Final Clauses**

The entire Agreement between the Parties is composed of the:

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

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

**For the Contracting Authority: For the Contractor:**

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

Secretary General [*insert position*]

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

**D: TERMS OF REFERENCE**

**“IT support services for Regional Youth Cooperation Office (RYCO) Head Office”**

**I. General information**

**Beneficiary:** Regional Youth Cooperation Office, Head Office

**Type of Services Required:** IT Support Services

**Duration of the Contract:** 2 Years, starting on 1 January 2022 until 31 December 2023.

**Maximum Budget Available:** 500 Euro/monthly

**II. Background about RYCO**

The Regional Youth Cooperation Office (RYCO) is an independently functioning institutional mechanism, founded by the Western Balkans 6 participants (WB 6): Albania, Bosnia and Herzegovina, Kosovo\*[[1]](#footnote-1), Montenegro, North Macedonia and Serbia, aiming to promote the spirit of reconciliation and cooperation between the youth in the region through youth exchange programs. RYCO’s program focuses on creating opportunities for young people to engage in activities that build mutual understanding and reconciliation in the civic, social, educational, cultural, and sports domains. RYCO initiates and participates in policy making and advocates for reform. It supports the development of a political and social environment that empowers and facilitates youth exchange. A key instrument enabling RYCO to fulfil its mission is grant-making; developing tailored calls for proposals that enable CSOs and schools to engage in initiatives that contribute to mutual understanding of youth from various communities across RYCO’s Contracting Parties, thus contributing to reconciliation and youth participation.

**III. Objectives of Assignment**

RYCO is looking for a qualified IT Help Desk Support Service to provide fast and efficient technical assistance as well as ensure the smooth IT operation of RYCO.

The IT contractor will work under direct supervision of the Administrative Mentor of RYCO and provide IT user support for all users and IT equipment maintenance at RYCO. The Contractor is expected to provide IT technician(s) that will regularly visit RYCO’s office in accordance to an agreed timeline, provide IT support, preventive checks and monitoring of systems and IT equipment. When required, the IT technician(s) must be onsite to support users for any issue related to IT, if remote support is not possible.

**IV. KEY DUTIES AND RESPONSIBILITIES**

In this role, the contractor will provide maintenance of RYCO’s IT system by analyzing requirements, resolving problems, installing hardware and software solutions, and supporting RYCO staff. The Contractor will be responsible for RYCO’s internal IT support, and maintenance of equipment to ensure minimal down time and maximum staff productivity through effective services, infrastructure improvement, monitoring and compliance to standards. Tasks include end-user support, license tracking, and performing PC maintenance, upgrades and configurations.

1. Timely and effective IT technical assistance and support for the users including software/hardware installation and operational support provided either in-house or remotely whenever possible.
* Enhancing and updating the existing IT Support mechanisms, to ensure that RYCO staff is supported 24/7
* Monitoring RYCO’s software (Drive, QuickBooks, Dynamics 365, Microsoft Office)
* Assessing and providing immediate solutions and support to particular technical issues that may affect the work of the staff
* Prioritizing issues and tailoring a response plan
* Performing proactive maintenance and monitoring services, tailored to RYCO, in order to identify and prevent problems
* Performing once a week a regular monitoring of hardware, as per their specific requirements, to ensure continuance of operations
* Performing remote troubleshooting through diagnostic techniques
* Determining the best solution based on the issue and details provided by users
* Assisting users through the steps of the problem-solving process
* Proposing solutions and suggestions
* Modifying configurations, utilities, software default settings, etc. for the local workstation
* Assisting new users/staff with all IT related inquiries and support them in their work-station set-up
* Installing, testing and configuring new workstations, equipment and software
* Performing timely workstation hardware and software upgrades as required
* Identifying potential areas of concern and applying preventive measures
* Conducting market research on equipment, solutions and costs, in accordance to RYCO requests and needs
* Up keeping mobile staff equipment (hardware and software)
* Ensuring that faulty machines under warranty are delivered to and also picked from the warranty Centre after repair work is done warranty
* Performing weekly site visits to assess the status of user machines and fixing any arising incidents and provide reports thereof
* Installing and maintaining telephone and VoIP telecommunications equipment and software as required in line with agreed security and business continuity arrangements
* Providing user support for RYCO computers, printers and laptops/notebooks, docking stations, peripherals and handhelds
* Keeping the users informed of their issue status as appropriate
* Keeping RYCO representatives/ reporting contact informed of notable IT trends, solutions and fixes
* Assisting to plan and implement new IT initiatives or migration projects, including rollout of new installations, upgrades of hardware, software, or operating systems
* Providing accurate information on IT products or services.
* Conducting market research on equipment, solutions and costs, in accordance with RYCO requests and needs
* Up keeping mobile staff equipment (hardware and software)

**IT Equipment of the Head Office**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Multifunctional Printer/ Scanner** | **Printer** | **Desktop/ Server** | **Laptop** | **Smartphone** | **Wifi Access point/ Switch** |
| **Total** | **5** | **7** | **5** | **41** | **37** | **10** |

**V. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS**

* Legally registered entity / IT Company with requisite professional experience and knowledge of network technologies including Microsoft Windows, corporate ICT security and viral protection systems, ERP, PC/LAN operating systems and VoIP telecommunications;
* Ability to review a variety of data, identify and adjust discrepancies, identify and resolve IT operational problems;
* Knowledge of Internet connectivity, Operating System MS Windows 7/8/10, MS Windows Server 2008/2012, routers and switches;
* Knowledge of network architecture, security architecture, TCP/IP, Ethernet switches, routers, Microsoft Operating Systems, MS Windows 7/8/10, MS Windows Server 2008/2012, routers and switches;
* Computer knowledge: MS Office 2013/2016 including Word, Excel, Outlook, PowerPoint, Visio**;**
* Ability to manage work of a confidential nature and handle large volumes of work;
* Should possess experience of client support, such as, a Help Desk or User Support Unit Planning and Delivering results;
* Willingness to take ownership of issue analysis and resolution efforts and committing to “doing what it takes” to resolve technical issues regardless of effort or time required;

The service provider must have at least one IT personnel with the following qualifications:

a) An advanced degree in Information Technology or Computer Sciences, Engineering or any other related fields;

b) At least 4 years’ experience in troubleshooting, networking, hardware and software maintenance;

c) Hands on experience in troubleshooting, networking, basic programming and relevant software applications;

d) Good command of English, both written and spoken;

e) The ability to work under challenging circumstances with minimum supervision;

**VI. CONTRACT DURATION:**

Two years (24 months): From 01 January 2022 to 31 December 2023.

**VII. PAYMENT**

Payment schedule: Monthly payments will be transferred to the IT contractor bank account after receipt and confirmation of valid invoices.

**VIII. AWARD CRITERION**

The award criterion will be the best price quality ratio as following:

Technical Offer 70%

Financial Offer 30%

**IX. EVIDENCES AND SUPPORTING DOCUMENTS:**

**The IT Company must submit the following documents:**

* A technical offer describing their approach to this assignment as per the requirements specified in the ToRs (all sections above);
* Certificate of Registration/Incorporation;
* Company profile with list of clients, previous similar experiences and cooperation partners;
* Statement of Satisfactory Performance from the Top 2 Clients of the past years.

**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

***Contract title:*** IT support services to Regional Youth Cooperation Office (RYCO) Head Office.

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

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

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

|  |  |
| --- | --- |
| **Insert: Full official name of legal entity**  |  |
| **State the official legal form of the legal entity**  |  |
| **Insert: Name of the representative of the legal Entity**  |  |
| **Insert: Full official name of members (In case of consortium)** |  |
| **Insert: Name of the representative of the Members (In cases of consortium)**  |  |
| **Insert: Full official address of the legal Entity** |  |
| **Insert: Full official address of the Members (in cases of consortium)** |  |

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

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

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

**2. TENDERER’S STATEMENT**

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

 **STATEMENT**

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

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

List the documents submitted attached:

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

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

1. I am making this tender in my own right. I confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract.

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

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

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

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

**DECLARATION ON HONOUR ON EXCLUSION CRITERIA**

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

 **Situation of exclusion**

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

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

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

 **4. TENDERER FINANCIAL IDENTIFICATION FORM**

**As part of their tender, each Legal Entity identified under point 1 of this form, must submit a signed form to indicate the bank account into which payments should be made if the tender is successful using the following format.**

 **BANKING DETAILS**

|  |  |
| --- | --- |
| ACCOUNT NAME |  |
| IBAN/ACCOUNT NUMBER |  |
| CURRENCY |  |
| SWIFT CODE |  |
| BANK NAME |  |
| FULL OFFICIAL ADREESS OF BANK BRANCH |  |

**ACCOUNT HOLDER’S DATA**

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

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

**F: ANNEX II**

 **FINANCIAL OFFER**

**Contract title:**  IT support services to Regional Youth Cooperation Office (RYCO) Head Office.

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

1. My financial offer is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert price in numbers and words) EUR, per month.
2. 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 UNSC 1244 and the ICJ Opinion on the **Kosovo** Declaration of Independence. [↑](#footnote-ref-1)