Tirana, 18/01/2022

**INVITATION TO TENDER**

**“For the provision of cleaning services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO), in Serbia”**

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 References**
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:** “For the provision of cleaning services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO), in Serbia”

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

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

**CONTRACT SPECIFICATION**

**5. Nature of contract:**  Monthly fee - based

**6. Contract description:**  RYCO is requiring a qualified local service provider (Company) for the effective provision of cleaning services for the premises of its Local Branch Office in Belgrade, Serbia. The cleaning services should be provided to the following address:Kraljice Natalije, 68/20, 11 000, Belgrade, Serbia

**7. Number and titles of lots:**  Sole Lot

8. **Maximum budget available:** 350 Euro per month.

**CONDITIONS OF PARTICIPATION**

**9. Eligibility:** Participation in tendering is open on equal terms to duly registered legal entities (Companies), exercising this type of activity in Serbia.

**10. Number of tenders**: No more than one tender can be submitted by an Economic Operator.

In the event that an Economic Operator submits more than one tender, all tenders in which that person has participated will be excluded.

**11. Sub-contracting:** Subcontracting is not allowed.

**12. 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**

**13. Provisional commencement of the contract:**  February 2022

**14. Implementation period of the tasks**: February 2022 – 31st December 2022

**SELECTION AND AWARD CRITERIA**

**15. Selection criteria**

The following selection criteria will be applied to the tenderers.

**Exclusion criterion:**

*Tenderers must sign a declaration on honour on exclusion criteria together with their tender, certifying that they do not fall into any of the exclusion situations mentioned in the declaration.*

**Professional Suitability:**

* *Duly registered legal entities (Companies), exercising this type of activity in Serbia.*

***Documentary evidence required:***

* *Copy of legal registration.*

**Technical and professional capacity:**

* Have minimum experience of three years in the provision of cleaning service;
* Have at least 3 permanent staff;
* Have at least 2 similar experiences in the last three years;

***Documentary evidence required:***

Company profile with a list of clients, number of employees;

Statement of Satisfactory Performance from 1 previous client during the last 3 years

**16. Award criteria:**  The award criterion will be:

***Lowest price among technically compliant tenders***

**TENDERING**

**17. Deadline for receipt of tenders: 17/02/2022, 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 specifying the contract title in the email subject, exclusively to the contracting authority: **Regional Youth Cooperation Office (RYCO)** and be sent to the following email address: [procurement@rycowb.org](mailto:procurement@rycowb.org)

Tenders submitted by any other means will not be considered.

By submitting a tender tenderers 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 19 prior to the deadline for submission of tenders. No tender may be altered after this deadline.

**22. Legal basis:**

**-** RYCO’s Rules and Operational Guidelines on Procurement Procedures

- 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 References (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 10 (ten) calendar days before the deadline for submission of tenders** |  |
| **Last date for the contracting authority to issue clarification** | **At the latest 2 (two) working days from the receipt date** |  |
| **Deadline for submitting tenders** | ***17/02/2022*** | ***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 (Companies), exercising this type of activity in Serbia.
3. **Qualification:** Upon meeting the selection criteria.
4. **Sub – contracting:** Subcontracting 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 to the template given in the tender dossier (ANNEX I of the tender dossier), including:**

1. **“STATEMENT”,**
2. **“DECLARATION ON HONOUR ON EXCLUSION CRITERIA”,**
3. **“FINANCIAL IDENTIFICATION FORM”**

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

***2.*****The required documentary proof/evidences to support the selection criteria as follows**:

Certificate of Registration/Incorporation;

Company profile with a list of clients, number of employees;

Statement of Satisfactory Performance from 1 previous client during last 3 years.

A daily, weekly and monthly sanitizing cleaning plan.

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: Financial offer form) including the rendering of the cleaning service and the cleaning materials listed in the Terms of Reference (part D of the tender dossier). must be presented as an amount in EUR, VAT and all applicable taxes included.

Tenderers are reminded that:

The financial offer cannot exceed 350 EUR gross per month.

The service provider is responsible for paying all the taxes related to this contract.

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

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

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

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

Tenderers may submit questions to the following email address: [procurement@rycowb.org](mailto:procurement@rycowb.org) until  **07/02/2022.**

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:

**6. Tender validity:**

Tenderers will be bound by their tenders for a period of 60 (sixty) days from the deadline for the submission of tenders.

1. **Submission of tenders**

Tenders must be sent to the contracting authority within the given deadline in point 2 “Timetable” of Instructions to tender. They must include the requested documents specified on clause 4 above and be sent to the following email address: [procurement@rycowb.org](mailto:procurement@rycowb.org) specifying the contract title in the email subject.

* 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**

10.1 Examination of the administrative conformity of tenders

The evaluation procedure includes several phases, first an evaluation of the administrative conformity of tenders, then an evaluation of the responsiveness of the tender and finally the technical evaluation of the tender.

As a preliminary measure, RYCO shall check that tenders comply with any formal requirements of the tender dossier, in other words responsiveness in a formal sense. A tender is deemed to be formally responsive, if it satisfies all the formal requirements in the tender dossier without substantially departing from or attaching restrictions to them. These formal requirements may concern properly filled in tender forms, duly signed and formulated forms etc.

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

10.2 Technical evaluation:

For tenders that fulfil the requirements concerning formal responsiveness, RYCO shall then proceed to evaluate the eligibility and, the technical qualification of the tenderers. in accordance with the selection and award criteria and on the basis of the required documentary evidence

If a tender does not technically 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.

* 1. Financial evaluation:

Upon completion of the technical evaluation the financial offers will be evaluated in accordance with the award criteria. Financial offers exceeding the maximum budget available for the contract are unacceptable and will be eliminated. Any arithmetical errors are corrected without penalty to the tenderer such that:

* If there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
* Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

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

The award criterion will be: **Lowest price among technically compliant tenders.**

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 followed by the contract title. 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).

c) Unusual commercial expenses

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

d) Breach of obligations, irregularities or fraud

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

e) Anti-corruption and anti-bribery

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

1. **Signature of the contract**

**15.1. 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 submitted, be informed that their tenders were not retained, by electronic means, including an indication of the reason. The second-best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers.

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

After the expiry of the standstill 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.

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;
* RYCO finds that the Tender Dossier has major shortcomings or faults;
* 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 working days after receiving evaluation results.*** The Contractor Authority should respond to the tenderer by electronic means too at the latest 2 (two) days after receiving the compliant.

**C: DRAFT CONTRACT**

**For:**

**“The provision of cleaning services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO), in Serbia”**

This Cleaning service contract, *“*the “Contract*”*, is signed on Month/day/ 2022 into 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. Albert Hani, adult, with full legal capacity to act, hereinafter referred to as “*RYCO*” or the “*Contracting authority*”

*on the one hand,*

And

1. --------------------------a company incorporated under the laws of Serbia, having its registered office in ---(insert address full address) --, registered with the unique registration number -----------------, legally represented for the purposes of the signature of this Contract by M/Mrs (name surname), (Administrator, CEO), born on month/date/year, in City/ Country, bearer of ID/passport no.\_\_\_\_\_\_\_\_\_\_\_, adult, with full legal capacity to act, referred to “Service Provider”

*of the other hand,*

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

**Article 1**

**Subject of the Contract**

The subject of the Contract is the provision of cleaning services by the Service provider for the Local Branch Office of RYCO at, Kraljice Natalije, 68/20, 11 000, Belgrade, Serbiain compliance with the Terms of Reference.

**Article 2**

**Scope of Work**

1. The Service Provider shall personally provide all required services. RYCO shall retain the Service Provider and the Service Provider shall assist RYCO upon the terms and conditions hereinafter set forth.
2. 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.
3. The Service Provider hereby states and warrants to RYCO, that it is fully capable to provide the Services 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.
4. The Service Provider hereby states and warrants that all necessary licenses, registrations and permits to lawfully carry out the Services are legally valid.

**Article 3**

**Term**

1. The present Contract shall enter into force on Month/date/ 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.
3. Either party may terminate the Contract prior to the above termination date with a written notice sent to other party at least 10 (ten) days in advance.

**Article 4**

**Rights and Obligations of the Service Provider**

1. 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.

The Service Provider shall provide the cleaning services, 3 (three) times per week, preferably from 9:00 to 10:30, and general cleaning twice a month.

1. The Service Provider will provide on a monthly basis all equipment and cleaning supplies required for carrying out the work under this Contract, including all the necessary supplies for toilets, kitchenettes, and desk cleaning including the cleaning materials as described in the Term of Reference which form an integral part of this contract.
2. The Service Provider shall perform all tasks in accordance and compliance with RYCO’s regulations and rules.
3. 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.
4. The Service provider shall have sole responsibility for the staff who execute the tasks assigned under this Contract.
5. 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**

**Contract price**

1. The total gross amount per month to be paid by RYCO to the Service provider for the provision of cleaning services under this Contract number is (*insert amount in number and letters*) Euros VAT included. This price includes all cleaning materials listed in the Terms of Reference, integral part of and attached to this Contract.
2. The Contracting authority will execute the payment at the end of each month, upon submission by the Service provider of the respective invoice, including all the tasks executed and the cleaning materials delivered during the respective timeframe.
3. The Contracting authority will execute the payment, in euro, to the following bank account of the Service provider:
   1. *Name of bank: ………*
   2. *Address: ………*
   3. *Exact designation of account holder: ……*
   4. *Full account number including codes: ………*
   5. *IBAN:*
4. RYCO shall consider the payment as executed when it submits from its Bank account the transfer order for the monthly amount to the Bank account of the Service Provider.

**Article 6**

**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 7**

**Suspension of the Contract**

1. The Contracting authority may suspend the implementation of the Contract or any part of it, if the Service provider is not able to fulfil its obligations.
2. The Contracting authority shall notify the Service provider of its intention, include the reasons and invite the Service provider to submit any observations within 5 (five) days of receiving the notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the suspension.
3. The suspension will take effect on the date the notification is sent by the Contracting authority to the Service provider.
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 8**

**Termination of the Contract**

1. The Contracting authority may at any moment terminate the Contract if the Service provider:
   1. is performing its obligations poorly,
   2. is not performing; or
   3. has committed substantial errors or irregularities that have undermined the continuity of the work of the staff;
2. The Contracting authority must formally notify the Service provider of its intention, including the reasons why and is to submit any observations within 5 (days) 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 shall cover all costs for any damages caused to RYCO during the performance of this Contract.

**Article 9**

**Applicable Law and Dispute resolution**

1. This Contract, its content and enforcement are 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 thirty (30) days from the commencement of such negotiations, the complaining party may appeal to the competent court in Albania, as the Host Country of the Contracting authority.

**Article 10**

**Taxes**

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

**Article 11**

**Assignment of Contract**

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.

**Article 12**

**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 13**

**Entirety of the Contract**

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. 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 and effect.
3. 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 14**

**Notices**

1. All communication by and between the Service provider and RYCO concerning the execution of this Contract shall be directed to (*insert* *position/title* *name/ surname*) of RYCO, to the following e-mail address: (*insert email address*) and to Ms. /Mrs. /Mr. (*insert* *position/title* *name/ surname*) on behalf of the Service provider, to the following email address: (*insert email address*).
2. Both Parties undertake the obligation to notify immediately one another of any change in their registration such as residence, contact details, or legal representation, or any such changes which may have an impact on the execution of present Contract and on their professional relationship.

**Article 15**

**General Provisions**

1. The language of the written correspondence between the contracting Parties of this Contract shall be in English, unless otherwise agreed upon by the Parties.
2. During the effective term as well as after the termination the present Contract, the Service Provider shall not disclose before third persons and not use (except in connection with its obligations under this Contract) any of RYCO’s confidential and proprietary information, obtained from or relating to RYCO and Project, that come into its possession or to its knowledge in the course of the work and not use them for other purposes than those connected with the present Contract.
3. 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.
4. The entire Contract between the parties is composed of:
5. **Terms of reference,**
6. **Financial offer.**

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

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

[*Signature*] [*Signature*]

**M. M/Ms**

Secretary General Title/Company

**D: `TERMS OF REFERENCE**

**For:**

**“The provision of cleaning services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO), in Serbia”**

|  |
| --- |
| **Work base:** Kraljice  Natalije, 68/20, 11 000, Belgrade, Serbia.  **Expected duration of the contract:**  February 2022 – 31st of December 2022  **Provisional commencement date of the contract:** February 2022  **Status of service providers:** Local cleaning company |

|  |  |
| --- | --- |
| **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 in the Local Branch Office in Belgrade, Serbia. Number of the current emplyeed staff is 6).  The objective of this contract is twofolded:  1.To provide qualitative cleaning services in the premises which surface in square meters is approximately 75 m²  2.Supply with cleaning materials  **Tasks**  The contract shall include the following tasks:   1. Cleaning of the offices space three times per week, preferably from 9 – 10:30 am. 2. General cleaning twice per month.   **The service provider needs to assure quality control process, report control process, as well as managing complain process. It is expected that the employee who will be entitled to perform the duties in the RYCO LBO will have a designated supervisor. The periodical controls need to be synchronized.**  **Supplies and equipment**  Cleaning materials to be supplied by the successful service provider on monthly basis:  a)  Liquid soap refill 1500 ml  b)    Pack of at least twenty toilet paper rolls  c)     Large roll of toilet paper towel  d)    Large roll of kitchen paper towel  e)     5 packs of small garbage bags  f)      Asepsol  g)     Hygienic cleaning detergent for kitchen  h)     Hygienic cleaning detergent for toilet  i)      Floor detergent  j)      Sponge pack  k)    Microfiber cloth  l)      Cotton mop  m)   Toilet bowl freshener  n)    Protective gloves  o)     Bucket (to be supplied only once)  p) 5 packs of large garbage bags |
| **Indicative budget and payment modality**  The 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 350 EURO gross per month. The service provider is responsible for paying all the taxes related to this contract.  **Qualification and experience requirements** | |
| * Be a duly registered Company; * Have minimum experience of three years in the provision of cleaning service; * Have at least 3 permanent staff; * Have at least 2 similar experiences in the last three years; * Availability to offer cleaning services for the implementation period   **Supporting documents and evidences**  The interested service provider must submitt in his offer:   * Certificate of Registration/Incorporation; * Company profile with a list of clients, number of employees; * Statement of Satisfactory Performance from 1 previous client during last 3 years. * A daily, weekly and monthly sanitizing cleaning plan. * Financial offer specifying the price per month (all applicable taxes included). | |

**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

***Contract title: “***For the provision of cleaning services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO), in Serbia”

***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 legal entity making the tender.*

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

|  |  |
| --- | --- |
| **Insert: Full official name and legal form 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 Legal Person/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 References 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 References”, which comprise my technical offer, and financial offer,

List the documents submitted attached:

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

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

- In my offer VAT all applicable taxes are included.

1. I am making this tender in my own right. I confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract.
2. I state that I have the technical, financial 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 the terms of the tender dossier, the conditions and time limits laid down, without reserve or restriction.
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.
10. I confirm that I am not tendering for the same contract in any other form.
11. I confirm that this tender is valid for a period of 60 (sixty) days from the final date for submission of tenders.

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

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

**As part of their tender, each Legal Person/ Company 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, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
2. it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
3. it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
4. 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;
5. entering into agreement with other economic operators with the aim of distorting competition;
6. violating intellectual property rights;
7. attempting to influence the decision-making process of the contracting authority during the procurement procedure;
8. attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
9. it has been established by a final judgment that the economic operator is guilty of any of the following: i) fraud; ii) corruption; iii) conduct related to a criminal organization; iv) money laundering or terrorist financing; v) terrorist-related offences or offences linked to terrorist activities; vi) child labour or other forms of trafficking in human beings;
10. the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract;
11. it has been established by a final judgment or final administrative decision that the person or entity has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business
12. has misrepresented the information required by RYCO as a condition for participating in the procedure or has failed to supply that information;
13. was previously involved in the preparation of procurement documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition that cannot be remedied otherwise.

|  |  |
| --- | --- |
| **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** |  |
| **Date** |  |

**F: ANNEX II**

**FINANCIAL OFFER**

**Contract title:**  For the provision of cleaning services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO), in Serbia”.

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

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

**- In my offer VAT, all applicable taxes and the cleaning materials to be supplied on monthly basis are included.**

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