



Tirana, 24/10/2022

## INVITATION TO TENDER

### “Data Entry Services”

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

- A. Contract notice**
- B. Instructions to tenderers**
- C. Draft contract**
- D. Terms of References**
- E. Service tender submission form** (*To be submitted by the tenderer as the standard application form using the template provided Annex I*)
- F. 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

Regional Youth Cooperation Office – RYCO

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## A: SERVICE CONTRACT NOTICE

1. **Procedure:** Simplified procedure
2. **Contract title:** Data Entry Services
3. **Financed from:** Regional Youth Cooperation Office (RYCO)
4. **Contracting Authority:** Regional Youth Cooperation Office (RYCO).

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### CONTRACT SPECIFICATION

5. **Nature of contract:** Global price
6. **Contract description:** RYCO is seeking the services of a QuickBooks expert to support the Financial Department on registration in QuickBooks and reconciliation of an expected around 3,500 financial transactions from September 2020 until December 2021. A detailed description of this assignment is provided in the Terms of Reference, part D of the Tender Dossier.
7. **Number and titles of lots:** Sole Lot
8. **Maximum budget available:** 3 200 (three thousand two hundred) Euro gross.

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### CONDITIONS OF PARTICIPATION

9. **Eligibility:** Participation in tendering is open on equal terms for duly registered legal entities, or individuals that comply with the requirements set in the Tender Dossier.
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.

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## PROVISIONAL TIMETABLE

**13. Provisional commencement of the contract:** November 7<sup>th</sup>, 2022

**14. Implementation period of the tasks:** November 7<sup>th</sup> 2022 - January 15<sup>th</sup> 2023.

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## 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, or individuals exercising this type of activity.*

*Evidence required in case the applicant is a legal entity:*

- *Certificate of registration/incorporation*

#### **Technical and professional capacity of the key expert:**

- a) Previous experience in data entry in Quick books and Pro importer
- b) Accurate and precise attention to detail
- c) Excellent excel spreadsheet skills
- d) Excellent time management skills; able to prioritize

*Evidence required:*

- Curriculum Vitae/Profile of the Legal Entity and of the key staff to be assigned on this contract.



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

**Lowest price among technically compliant tenders**

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## TENDERING

**17. Deadline for receipt of tenders: 02/11/2022, 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.

**20. 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.

**21. 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.

### **2. Timetable**

	<b>DEADLINE</b>	<b>TIME*</b>
<b>Deadline for requesting clarification from the contracting authority</b>	<b>Up to 3 (three) calendar days before the deadline for submission of tenders</b>	
<b>Last date for the contracting authority to issue clarification</b>	<b>At the latest 2 (two) calendar days from the receipt date</b>	
<b>Deadline for submitting tenders</b>	<b>02/11/2022</b>	<b>17:00</b>

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

### **3. Participation, qualification and subcontracting**

- a. Participation:** Participation in tendering is open on equal terms to duly registered legal entities, and individuals that comply with the requirements set in the Tender Dossier.



- b. **Qualification:** Upon meeting the selection criteria.
- c. **Sub – contracting:** Subcontracting is not allowed.

#### 4. 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:**

- a. **“STATEMENT”**,
- b. **“DECLARATION ON HONOUR ON EXCLUSION CRITERIA”**,
- c. **“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:**

- Curriculum Vitae/Profile of the Legal Entity;
- Curriculum Vitae of the key staff to be assigned in this contract;
- Certificate of registration/incorporation;

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) must be presented as an amount in EUR, VAT and all applicable taxes included.

Tenderers are reminded that:



- The financial offer cannot exceed *the maximum budget available for this contract at the amount of: **3 200 Euro.***
- The Contractor 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.

**5. 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 **31/10/2022**.

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) calendar 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.



## **7. 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.

## **8. 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.

## **9. Ownership of tenders**

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

## **10. 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.

## 10.3 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.

## 11. Choice of selected tenderer / Award Criteria

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

## 12. 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.

## 13. 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.



## **14. 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.



## **15. 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 successful tenderer shall then re-confirm availability or unavailability within 2 days from the date of the notification of award. The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means, including an indication of the reason. The second-best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers.

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

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.

## **16. 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.

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## C: DRAFT CONTRACT

FOR

### “THE PROVISION OF DATA ENTRY SERVICES”

This Service contract, the “Contract”, is signed on *[insert the exact date]* 2022 by and between:

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

*on the one part*

and

- 2. Mr./Ms. *[insert the full name of the Service provider]*** an *[insert the Contracting party]* citizen, registered as a Legal Entity on *[insert the date of registration]* within the National Business Centre, with unique identification number (NUIS) *[insert the NUIS]*, having his/her address at: *[insert the full address]*, adult, with full legal capacity to act hereinafter referred to as “*Service provider*”, or the “*Contractor*”,

*on the other part,*

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

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By signing this Contract, the Service provider confirms that he/she has read, understood and accepted the Contract as well as all its obligations and conditions.

### **Preamble**

This Service contract is directly funded by RYCO.

### **Article 1 Object of the Contract**

1. The main object of this Contract is the provision of services by the Service provider on entering the financial data in the QuickBooks platform, offering support to the Financial Department on reconciliation for a foreseen number of 3,500 (*three thousand and five hundred*) financial transactions conducted through the period from September 2020 until December 2021, as well as for conducting any other tasks and duties, as respectively stipulated in the Terms of reference, integrated and inseparable part of this Service contract.
2. RYCO shall retain the Service provider and the Service provider shall assist RYCO upon the terms and conditions outlined herein and in the Terms of Reference, part of and attached to this Contract.
3. The Service provider hereby states that he/she is fully capable to provide the Services under this Contract and has no other commitments or engagements to other persons, which could prevent him/her from performing his/her obligations under this Contract.

### **Article 2 Term of the Contract**

1. This Contract shall enter into force on November 7<sup>th</sup>, 2022 and shall stay in full force and effect until January 15<sup>th</sup>, 2023.
2. The work shall be organized and distributed according to RYCO's requirements and needs.
3. The Service provider cannot, under any circumstances, start work before the date on

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which this Contract enters into force.



### **Article 3 Scope of Work**

The Service provider shall be mainly in charge of:

- i. Compiling, sorting and organizing the information needed to complete the work assignments;
- ii. Checking the source documents for accuracy before reflecting data to the respective platform when applicable;
- iii. Entering data into QuickBooks;
- iv. Advising RYCO on any issues related to data processing;
- v. Following up any the recommendation in the frame of the data correction; and

### **Article 4 Deliverables and delivery dates**

1. The Service provider shall submit the deliverables and the reports in English as agreed upon with RYCO, in compliance with the terms of reference, attached and inseparable part of this Service contract.
2. The Service provider shall provide the services in the Head Office of RYCO in Tirana, and/or remotely, upon receiving the confirmation from the Director of Operations.

### **Article 5 Price of Contract and Payments Modality**

1. The total amount dedicated to the execution of this Contract is [*insert amount in number and letters*] EUR.
2. RYCO shall execute the payment for the performance of the services in 1 (one) single instalment, within 15 (fifteen) days, upon official acceptance by RYCO of the deliverables and the submission of the respective invoices by the Service provider.
3. The Contracting authority shall execute the payment related to this Contract, in EUR, to the following bank account:

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- i. *Bank account holder name:* ***[insert the name of the Service provider]***
  - ii. *Address of the bank:* ***[insert bank address]***
  - iii. *Account number:* ***[insert bank account No.]***
  - iv. *IBAN:* ***[insert IBAN]***
  - v. *SWIFT:* ***[insert SWIFT]***
  - vi. *Currency:* ***EUR***
4. The payment shall be considered as executed by RYCO when RYCO submits to the Bank the bank order for the transfer of the financial amount to the bank account of the Service provider.

## **Article 6 Suspension of the Contract**

1. The Contracting authority may at any point suspend the payment deadline if a request for payment cannot be processed because it does not comply with the Contract's provisions. The Contracting authority must formally notify the Service provider of the suspension and the reasons for it.
2. If the payment deadline has been suspended due to the non-compliance of the reports or deliverables and the revised report or deliverables is not submitted or was submitted but is also rejected, the Contracting authority may also terminate the Contract.
3. The Contracting authority may suspend the implementation of the Contract or any part of it, if the Service provider is not able to fulfil his/her obligations. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite him/her to submit any observations within 5 (five) days of receiving notification. If the Contracting authority does not accept these observations, it shall formally notify confirmation of the suspension.

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4. The Contracting authority may reject (parts of) or reduce the fees if they do not fulfil the conditions or if the Service provider is in breach of any of the obligations under this Contract.
5. If the reasons for suspending implementation of the Contract are no longer valid, the suspension may be lifted and implementation may be resumed.

### **Article 7** **Termination of the Contract**

1. The Contracting authority may at any moment terminate the Contract if the Service provider is performing his/her tasks poorly, is not performing the tasks; or has committed substantial errors, irregularities or fraud.
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 may at any moment terminate the Contract if he/she is not able to fulfil his/her obligations. The Service provider must formally notify the Contracting authority and include the reasons. The termination will take effect on the date the Contracting authority will formally notify confirmation of the termination.
4. Only fees for days actually worked and expenses for actually carried out before termination may be paid.

### **Article 8** **Taxes**

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



## **Article 9 Assignment of Contract**

The Service Provider shall not assign or subcontract any work, in part or all, under this Contract.

## **Article 10 Amendments**

Amendments to this Service 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 10 (ten) days of receiving notification.

## **Article 11 Reporting and Notifications**

1. The Director of Operations shall directly supervise the tasks, activities and processes executed by the Service provider, as well as communicate, provide feedback, guidance and all necessary support in order to achieve the objectives of the assignment, as well as remain aware of any upcoming issues related to the performance and quality.
2. All communication by and between RYCO and the Service provider concerning the execution of the Contract shall be directed to Ms. Valmira Kallushi, RYCO Director of Operations, at the email address [valmira.kallushi@rycowb.org](mailto:valmira.kallushi@rycowb.org) and to Mr./Ms. *[insert the full name of the Service provider]* at the following email address: *[insert the Service provider email address]*. RYCO may create a dedicated email address to be used by the Service provider throughout the term of this Contract.
3. The Service provider has to notify RYCO in writing immediately for any change of his/her address or electronic mail address, otherwise any notification issued by RYCO shall be deemed as received by the Service Provider to the address provided in this Contract.
4. Both Parties undertake the obligation to notify immediately one another of any changes, such as registration, residence, contact details or any other such changes which may have an impact on the execution of present Contract and on their professional relationship.

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## **Article 12**

### **Entirety of the Contract**

1. 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.
2. 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.
3. 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 and effect.

## **Article 13**

### **Information and confidentiality**

1. RYCO shall provide to the Service provider all information, instructions, recommendations, and shall put in his/her disposal the required data for accomplishing the required services, and provide any other data as respectively stipulated in the terms of reference integrated and inseparable part of this Service contract.
2. The Service provider shall keep RYCO constantly informed of all information of which the Service provider becomes aware during the term of this Contract and relating to the Services.
3. The Service provider agrees that all data, documents, or other information developed, received or provided for the performance of this Contract are deemed confidential and shall not be disclosed by the Service provider without prior written authorization by RYCO.
4. RYCO shall grant such authorization if disclosure is required by law. Upon request, all RYCO's data shall be returned to RYCO upon the termination of this Contract. The Service provider's duty of confidentiality shall survive the termination of this Contract.

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## **Article 14**

### **Records and Supporting Documentation**

1. The Service provider must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the Contracting authority's request.
2. The Service provider must keep all records and supporting documentation for 5 (five) years starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the Service provider must keep the records and supporting documents until these procedures end.

## **Article 15**

### **Ownership and Use of the Results**

1. RYCO must fully and irrevocably acquire the ownership of the results under this Contract including any rights in any of the results listed in this Contract, including copyright and other intellectual or property rights and information contained therein, produced in performance of the Contract. RYCO must acquire all the rights from the moment the results are delivered by the Service provider and accepted by RYCO. Such delivery and acceptance are considered to constitute an effective assignment of rights from the Service provider to RYCO.
2. RYCO may use, publish, assign or transfer these results as it sees fit, without any limitations (geographical or other), unless intellectual property rights already exist.

## **Article 16**

### **Governing Law and Dispute settlement**

1. This Contract shall be governed by, executed and interpreted in accordance with the laws of Albania, as the Host Contracting Party of the Contracting authority, and in compliance with RYCO's internal rules and regulations.

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2. In the event of disputes arising out of or in connection with this Contract, parties undertake to first reach an amicable settlement.
3. If an amicable solution to a dispute arising from the application of this Contract with regard to its interpretation, or application cannot be reached, the complaining party may appeal to the competent court in Albania.

### **Article 17** **General Provisions**

1. 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.
2. The Service provider confirms that he/she has received a copy of the documents mentioned in the Annexes which form an integral and inseparable part of this Contract and declares that he/she has read, understood and therefore accepts and agrees on the terms and conditions.
3. The language of the correspondence between the contracting Parties of this Contract shall be English.
4. The entire Agreement between the Parties is composed of:
  - i. Service contract;
  - ii. Financial offer;
  - iii. Terms of reference.

This Contract is signed in English, in 3 (three) original documents, 2 (two) originals being for RYCO and 1 (one) original being for the Service provider.

**For RYCO:**

Mr. Albert Hani  
Secretary General,

Regional Youth Cooperation Office

**For the Service provider:**

*[Mr./Ms. Insert the full name]*

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## **D: TERMS OF REFERENCE**

### **General information about the assignment**

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

**Type of Services Required:** Data entry

**Source of funds:** RYCO Core budget

**Period of engagement:** 7<sup>th</sup> November – 15<sup>th</sup> January 2023

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

**Starting date of the contract:** 7<sup>th</sup> November 2022

**Maximum budget:** Gross amount of 3.200 Eur.

### **1. Background:**

#### **About RYCO:**

RYCO is an intergovernmental organization that stewards and promotes regional, cross- border and intercultural cooperation within and among its six Western Balkan Contracting Parties: Albania, Bosnia and Herzegovina, Kosovo\*, Montenegro, North Macedonia and Serbia. RYCO’s program focuses on creating opportunities for young people to engage in activities that build mutual understanding and reconciliation in the civic, social, educational, cultural, and sports domains. RYCO initiates and participates in policy making and advocates for reform. It supports the development of a political and social environment that empowers and facilitates youth exchange. A key instrument enabling RYCO to fulfill 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.

Regional Youth Cooperation Office – RYCO

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## **2. Scope of work**

RYCO is looking for a QuickBooks expert to support the Financial Department on registration in QuickBooks and reconciliation of an expected around 3,500 financial transactions from September 2020 until December 2021.

### **2.1 Responsibilities of the Parties on Engagement**

#### **QB expert responsibilities:**

- i. Checking the information needed to complete work assignments
- ii. Check source documents for accuracy before entry when applicable
- iii. Entering data in QuickBooks
- iv. Maintaining logs of activities and tasks conducted
- v. Advise RYCO on issues related to data processing
- vi. Follow up the recommendation for data correction

#### **RYCO responsibilities:**

- Explain chart of accounts, classes, jobs names, budget codes, project budget etc.
- Provide instructions on daily basis to QuickBooks expert to perform the work
- Make available the QuickBooks templates
- Make available the financial folders for checking the accuracy of the transactions
- Check the registered data for quality assurance and finalization of the financial statements
- Provide recommendations for data correction

## **3. Indicative budget and payment modality**

The selected QB expert will be invited to sign a service contract with RYCO. The Contract will be realized in Euro and the Payment will be conducted in one installment after successfully providing all the deliverables.

The financial offer including the taxes cannot exceed the maximum budget of this assignment.



#### **4. General and specific criteria for the expertise**

The selection criteria are as follows:

- a) Previous experience in data entry in Quick books and Pro importer
- b) Accurate and precise attention to detail
- c) Excellent excel spreadsheet skills
- d) Excellent time management skills; able to prioritize

#### **5. Place of assignment**

The assignment is to be carried out at RYCO HQ in Tirana, Albania and remotely upon confirmation of the Director of Operations.

#### **6. Evidence and supporting documents:**

1. Certificate of registration/incorporation of the Legal entity
2. Curriculum Vitae/Profile of the Legal Entity and of the key staff that will perform the assignment.
3. Financial offer including all applicable taxes.

## E: ANNEX I

### SERVICE TENDER SUBMISSION FORM

**Contract title:** *Data Entry Services*

**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)

<b>Insert: Full official name of legal entity</b>	
<b>State the official legal form of entity</b>	
<b>Insert: Name of the representative of Entity</b>	
<b>Insert: Full official address of Entity</b>	

#### 1.1 CONTACT PERSON/s (for this tender)

<b>Name</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>e-mail</b>	

<b>Name</b>	
<b>Signature &amp; Stamp</b>	
<b>Date</b>	



## 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 of my offer is: \_\_\_\_\_ (insert price in numbers and words)  
EUR.

- In my offer all applicable taxes are included.

3. 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.
4. 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.
5. I understand that if I fail to comply with contract obligations the award may be considered null and void.
6. I agree to abide accordingly to the the terms of the tender dossier, the conditions and time limits laid down, without reserve or restriction.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. I confirm that I am not tendering for the same contract in any other form.
13. I confirm that this tender is valid for a period of 60 (sixty) days from the final date for submission of tenders.

<b>Name</b>	
<b>Signature and stamp</b>	
<b>Date</b>	

### 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

- a. 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;
- b. 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;
- c. 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:
  - i) 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;
  - ii) entering into agreement with other economic operators with the aim of distorting competition;
  - iii) violating intellectual property rights;
  - iv) attempting to influence the decision-making process of the contracting authority during the procurement procedure;
  - v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- d. 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;
- e. the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract;
- f. 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
- g. has misrepresented the information required by RYCO as a condition for participating in the procedure or has failed to supply that information;
- h. 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.

<b>Name</b>	
<b>Signature and stamp</b>	
<b>Date</b>	

**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	

<b>Name</b>	
<b>Signature and Stamp</b>	
<b>Date</b>	

**F: ANNEX II**  
**FINANCIAL OFFER**

**Contract title:** Data Entry Services

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

1. My financial offer is: \_\_\_\_\_ (insert price in numbers and words) EUR.
2. In my offer all applicable taxes as well as accommodation and travel costs, are included.

<b>Name</b>	
<b>Signature and stamp</b>	
<b>Date</b>	