



Tirana, 26/01/2024

## INVITATION TO TENDER

### For:

**“The purchase of a project vehicle for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro”**

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

- A. Contract notice**
- B. Instructions to tenderers**
- C. Draft contract**
- D. Technical Specifications**
- 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

## **A: SUPPLY CONTRACT NOTICE**

- 1. Procedure:** Open procedure
  - 2. Contract title:** “The purchase of a project vehicle for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro”.
  - 3. Financed from:** Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH referred to as GIZ.
  - 4. Contracting authority:** Regional Youth Cooperation Office (RYCO)
  - 5. Delivery location:** Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Podgorica, Montenegro.
- 

### **CONTRACT SPECIFICATION**

- 6. Nature of contract:** Global based
  - 7. Contract description:** The purchase of a project vehicle for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro, in compliance with the requirements, quantities and minimum Technical Specifications set in the Tender Dossier.
  - 8. Number and titles of lots:** Sole lot
  - 9. Maximum budget available:** 22 000 (twenty two thousand) Euro without VAT.
- 

### **CONDITIONS OF PARTICIPATION**

- 10. Eligibility:** Participation in this tender procedure is open on equal terms to duly registered legal entities (Companies) exercising this kind of activity in Montenegro.
  - 11. Number of tenders:** No more than one tender can be submitted by a tenderer. In the event that a tenderer submits more than one tender, all tenders in which the eligible entity has participated will be excluded.
  - 12. Sub-contracting:** Sub – contracting is not allowed.
  - 13. Grounds for exclusion:** As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the listed exclusion situations.
- 

### **PROVISIONAL TIMETABLE**

- 14. Provisional commencement date of the contract:** End of February
  - 15. Delivery timeline:** Within 5 (five) days from the signature of the contract by both parties.
-

## SELECTION AND AWARD CRITERIA

### 16. Selection criteria

The following selection criteria will be applied to the tenderers.

#### 1. Qualification requirement of the tenderers

The supplier should:

1. Be a duly registered Company for this kind of activity;
5. Availability to offer the vehicle in compliance with the minimum Technical specifications required and within the delivery deadline stated in the Tender Dossier.

#### 2. Financial offer

- *The objective of this criterion is to identify the technically compliant Economic Operator offering the lowest price.*

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

---

## TENDERING

**17. Deadline for receipt of tenders: 20/02/2024 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 “*Technical Specifications*” including the annexes, part of this tender dossier.

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

[procurement@rycowb.org](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.

**19. 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 18 prior to the deadline for submission of tenders. No tender may be altered after this deadline.

**21. Legal basis:**

- Procurement provisions as stipulated in the Agreement.
- RYCO's Rules for Procurement
- Statute of the Regional Youth Cooperation Office

## **B: INSTRUCTIONS TO TENDERERS**

**Contract title:** “The purchase of a project vehicle for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro”

**Financed from:** Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH referred to as GIZ.

**Contracting authority:** Regional Youth Cooperation Office (RYCO)

**When submitting their tenders, tenderers must follow all instructions, forms, technical specifications and relevant annexes, draft contract provisions and other 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. Supplies to be provided**

The supplies required by the Contracting Authority are described in the Technical Specifications (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 10 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) working day before the deadline for submission of tenders</b>	
<b>Deadline for submitting tenders</b>	<b>20/02/2024</b>	<b>17:00</b>

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

**3. Qualification:** Upon meeting the selection criteria

**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 evidences to support the selection criteria** set in the Contract Notice, Part A of the Tender Dossier and Technical Specifications Part D of the tender dossier as follows:

*The potential tenderer must submit:*

1. A technical offer as per the details specified in the technical specification;
2. Certificate of Registration/Incorporation;
3. Declaration of a warranty period

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

Statements must be in original,

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

**4.2. Financial offer**

The financial offer (ANNEX II: Budget, of the tender dossier) must be presented as an amount in EUR, stating the total price of the contract without VAT and with VAT.

**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) up to **10 (ten) calendar days before the deadline for submission of tenders, specifying the contract title.**

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

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

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

- Information meeting: No information meeting is foreseen.

## **6. 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)

- Tenders submitted by any other means will not be considered.
- All tenders submitted after the above given deadline shall be rejected.

## **7. 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.

## **8. Ownership of tenders**

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

## **9. Evaluation of tenders**

### 9.1 Examination of the administrative conformity of tenders

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

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

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

### 9.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required are to be evaluated at the start of this stage.

### 9.3 Financial evaluation

a) The purpose of the financial evaluation process is to identify the tenderer offering the lowest price among technically compliant offers.

b) 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;

If there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price 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.

### 10. Choice of selected tenderer / Award Criteria

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

### 11. Offer validity period

The offer validity period is 60 (sixty) days from the deadline for submission of 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. 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).

a) 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 contract(s)**

### **14.1. Notification of award**

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

The other tenderers will, at the same time as the notification of award is 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(s)/ Implementation**

Upon notification of award the Contracting Authority will invite the successful tenderer to sign the contract.

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

## **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;
- 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.

## C: DRAFT CONTRACT

### For

### “The purchase of a project vehicle for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro”

This Contract for the Supply and Delivery of a project vehicle, the “*Contract*”, is signed on (**insert the date**), 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 the “*Contracting authority*” or “*RYCO*”.

*of the one part,*

and

2. [*insert the full name of the company*], a company incorporated under the laws of [*insert the Contracting Party*], having its registered office at: [*insert the exact address*] registered with the unique registration number (NUIS) [*insert the registration number*], legally represented for the purposes of the signature of this Contract by [*insert the name of the full name of the Legal Representative*], [*insert the tittle*], adult, with full legal capacity to act, referred to as the “*Service Provider*” or “*the Supplier*”.

*of the other part*

Hereinafter each of them referred to as the “Party” and collectively as the “Parties”.

### Preamble

This Contract is financially supported by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH referred to as GIZ

### Article 1

#### Object of the Contract

1.1 The object of the Contract is the purchase of a project vehicle for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) IN Montenegro.

1.2 The Supplier hereby states and warrants to RYCO that it is fully capable to provide the Goods and has no other commitments or engagements to other persons, organizations or entities which could prevent it from performing its obligations under the present Contract.

## **Article 2 Definitions**

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

- a) “RYCO” means the organization procuring the goods under this Contract.
- b) “The Contractor/ Supplier” means the organization, company, firm or legal entity providing the Goods under this Contract.
- c) “The Contract” means this agreement entered into between RYCO and the Supplier, including all attachments and annexes, and specifically the terms of reference, technical specifications, and the financial offer.
- d) “The Contract Price” means the price payable to the Supplier by the Contracting authority under the Contract for the full and proper performance of its contractual obligations.
- e) Good(s)” the materials/equipment/devices provided and delivered by the tenderer/bidder to RYCO.
- f) “The Services” means services to be provided by the tenderer/bidder including any documents, which the Supplier is required to provide to RYCO under this Contract.
- g) “Incidental services” means those services ancillary to the supply/delivery of the Goods, such as transportation, and any other incidental services, such as installation, commissioning, provision of technical assistance, and other such obligations of the Supplier covered under the Contract.
- h) Technical specifications mean the document that prescribes technical requirements to be fulfilled by the product, process or service in order to comply with the functional specification.
- i) “Day” means calendar day.

## **Article 3 Term of the Contract**

This Contract shall enter into force on (*insert the date*) and shall be valid until (*insert the date*) following the final delivery, acceptance and payment by RYCO of all Goods.

## **Article 4 Supply of Goods**

4.1 The Supplier agrees to supply and deliver the vehicle in strict accordance with the technical specifications and quantity, as described in the respective Technical Specifications, part of and attached to this Contract, and accepted by both parties.

4.2 The Supplier shall deliver the vehicle mentioned in point 4.1, within 5 (five) days from the signature of this Contract by both parties.

**Article 5**  
**Incidental services**

The Supplier agrees to supply the following incidental services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties.

**Article 6**  
**Price and Payment modality**

6.1 The total Price for the supply and delivery of the Goods including any Incidental Services under this Contract *is* \_\_\_\_\_ **VAT excluded.**

6.2 The Supplier shall issue the invoice to RYCO on delivery of the Goods in accordance with this Contract and the payment shall be executed within 15 (fifteen) days after acceptance by RYCO of the Goods and upon submission of an invoice by the Supplier.

6.3 RYCO shall execute the payment in Euro to the following bank account as provided by the Supplier:

- i. Bank account holder name:* **[insert the bank account holder]**
- ii. Bank name:* **[insert the designation of the bank]**
- iii. Address of the bank:* **[insert the exact address of the bank]**
- iv. IBAN/Account number:* **[insert IBAN]**
- v. SWIFT:* **[insert SWIFT]**
- vi. Currency:* **EUR**

6.4 The Price specified in clause 6.1 is the total charge to RYCO. The Supplier shall be responsible for the payment of all taxes, duties, and charges assessed on it in connection with this Contract.

6.5 RYCO shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Supplier has completed, to the satisfaction of RYCO, the delivery of the Goods and the incidental services to which those payments relate.

## **Article 7 Delivery**

7.1 The Goods shall be delivered to the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Podgorica Montenegro.

7.2 The cost of delivery of the Goods is deemed included in the Price.

7.3 The incidental services, as described in Article 5, shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in this Contract or expressly requested RYCO.

7.4 In the event of breach of the above-mentioned clauses RYCO reserves the right to:

- a) Terminate this Contract without liability by giving an immediate notice and to charge the Supplier with any loss incurred as a result of the Supplier's failure to perform the delivery and/or incidental services within the time specified; or
- b) Charge a penalty of 5 % of the total Contract price for every day of delay or breach of the delivery schedule by the Supplier.

## **Article 8 Inspection and Acceptance**

8.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.

8.2 RYCO or its representative shall have the right to inspect and/or test the Goods at no extra cost to RYCO at the premises of the Supplier or at the point of delivery. The Supplier shall facilitate such inspections and provide required assistance.

8.3 RYCO shall have 15 (fifteen) calendar days after proper receipt of the Goods purchased to inspect them and either accept or reject them as non-conforming with this Contract. Based on an inspection of a valid sample, RYCO may reject the entire delivery. All rejected Goods will be returned to the Supplier, and the latter shall be responsible for the transportation charges and all other related charges. RYCO's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by RYCO prior to delivery.

8.4 The Supplier agrees that RYCO's payment under this Contract shall not be deemed acceptance of any Goods delivered hereunder.

8.5 The Supplier agrees that any acceptance by RYCO does not release the Supplier from any warranty or other obligations under this Contract.

## **Article 9 Packaging**

9.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to RYCO will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. RYCO reserves the right to reject any delivery that is deemed not to have been packaged adequately.

9.2 Packing, marking and documentation shall comply with any requirements or instructions notified by RYCO.

## **Article 10 Warranties**

10.1 The Supplier warrants that all Goods supplied under this Contract have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods.

10.2 This warranty shall remain valid as defined in the Technical offer after the Goods have been delivered to and accepted at the place of delivery indicated in this Contract. In case the Supplier does not or cannot not fix the Good(s), the Supplier should provide new Good(s), similar or more advanced, within 30 (thirty) calendar days, from the notification.

10.3 The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials.

10.4 All Goods delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by RYCO.

10.5 RYCO shall promptly notify the Supplier in writing of any claims arising under this warranty.

10.6 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to RYCO.

10.7 RYCO's continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier's warranty.

10.8 The Supplier further declares and warrants that:

(a) It has full title to the Goods, is fully qualified to sell the Goods to RYCO, and is a company/legal entity financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily,

within the stipulated completion period, the delivery of the Goods in accordance with this Contract;

(b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Contract;

(c) In all circumstances it shall act in the best interests of RYCO;

(d) No official or employee of RYCO or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from this Contract;

(e) It has not misrepresented or concealed any material facts in the procuring of this Contract;

(f) The Supplier, its staff or shareholders have not previously been declared by RYCO ineligible to be awarded contracts by RYCO;

(g) It shall abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice;

(h) The prices for the Goods under this Contract do not exceed those offered for similar goods to Supplier's other customers.

## **Article 11 Termination and Re-procurement**

11.1 If RYCO terminates this Contract in whole or in part for default on the part of the Supplier, it may acquire elsewhere Goods similar to those terminated and the Supplier shall be liable for any excess costs to RYCO for the re-procurement of those Goods as well as the removal of any or all of the Supplier's goods or equipment from RYCO's premise or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Contract arises from causes beyond its control and without fault or negligence of the Supplier.

11.2 Upon any such termination, the Supplier shall waive any claims for damages including loss of anticipated profits on account thereof.

11.3 The Contracting authority may at any moment terminate the Contract if the Supplier:

- a) is performing its obligations poorly,
- b) is not performing; or
- c) has committed substantial errors, irregularities or fraud.

11.4 The Contracting authority must formally notify the Supplier of its intention, include the reasons why and invite him/her/it to submit any observations within 5 (five) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify



confirmation of the termination. The termination will take effect on the date the notification is sent by the Contracting authority.

11.5 The Supplier may at any moment terminate the Contract if it is not able to fulfil its obligations in carrying out the work required. The Supplier must formally notify the Contracting authority and include the reasons by giving 15 (fifteen) days' notice. The termination will take effect on the date the Contracting authority will formally notify confirmation of the termination.

11.6 The Supplier can submit to RYCO a payment request for the tasks already executed on the date of termination, within 30 (thirty) days from the date of termination.

## **Article 12** **Force Majeure**

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Contract if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

## **Article 13** **Independent Contractor**

The Supplier shall provide the Goods under this Contract as an independent contractor and not as an employee, partner, or agent of RYCO.

## **Article 14** **Audit**

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and incidental services under this Contract. The Supplier shall make all such records available to RYCO or its designated representative at all reasonable times until the expiration of 2 (two) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Supplier shall be available for interview.

## **Article 15** **Dispute Resolution**

15.1 This contract is subject to the laws of Albania, as the Host Contracting Party of the Contracting authority.

15.2 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.

15.3 If an amicable solution to a dispute arising from the application of this Contract with regard to its interpretation or application has not been reached within 30 (thirty) days from the commencement of such negotiations, the complaining party may appeal to the competent court in Albania.

## **Article 16 Confidentiality**

16.1 All information which comes into the Supplier's possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of RYCO.

16.2 The Supplier shall comply with the Data Protection Law Albania in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Contract.

16.3 These obligations shall survive the expiration or termination of this Contract.

## **Article 17 Notices**

17.1 All communication by and between the Supplier and RYCO concerning the execution of this Contract shall be directed to M/Ms: \_\_\_\_\_, to the following e-mail address: \_\_\_\_\_ and to *(insert the full name)* on behalf of the Supplier, to the following email address: *(insert the email address)*.

17.2 Both Parties undertake to notify immediately one another of any change in their registration, residence or legal representation, or any other changes which may have an impact on the execution of present Contract and on their professional relationship.

## **Article 18 Status of RYCO**

Nothing in this Contract affects the privileges and immunities enjoyed by RYCO as an Intergovernmental Organization, vested with a Diplomatic Mission Status. The official logo and name of RYCO may only be used by the Supplier in connection with this Contract and with the prior written approval of RYCO.

## **Article 19 Assignment and Subcontracting**

19.1 The Supplier 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.

19.2 Any subcontract entered into by the Supplier without approval in writing by RYCO may be cause for termination of the Contract.

19.3 In certain exceptional circumstances by prior written approval of RYCO, specific jobs and portions of the Contract may be assigned to a subcontractor. Notwithstanding the said written approval, the Supplier shall not be relieved of any liability or obligation under this Contract nor shall it create any contractual relation between the subcontractor and RYCO.

19.4 The Supplier remains bound and liable there under and it shall be directly responsible to RYCO for any faulty performance under the subcontract.

19.5 The subcontractor shall have no cause of action against RYCO for any breach of the subcontract.

#### **Article 20 Amendment**

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 5 (five) days of receiving notification.

#### **Article 21 Severability**

If any part of this Contract is found to be invalid or unenforceable, that part will be severed from this Contract and the remainder of the Contract shall remain in full force.

#### **Article 22 Entirety**

23.1 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.

23.2 This Contract covers all arrangement between the Parties, related to the object herein and substitutes all and any previous agreements and understandings between the Parties, whether written or verbal

#### **Article 23 Governing Language**

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

#### **Article 24 Final Clauses**

The entire Agreement between the Parties is composed of the:

- i) Contract,
- ii) Technical Offer
- iii) Technical specifications, and
- iv) Financial offer,

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

**For the Contracting Authority:**

**For the Supplier:**

Mr. Albert Hani  
Secretary General  
Regional Youth Cooperation Office

*[insert full name of the Supplier Representative]*  
*[insert the title]*  
*[insert the company]*

## D. TECHNICAL SPECIFICATIONS

		Vehicle specification
<b>Specifications of the vehicle:</b>	<b>Vehicle category</b>	Passenger Vehicle
	<b>Fuel</b>	Disel or gasoline
	<b>Number of doors</b>	5
	<b>Number of seats</b>	5
	<b>Mileage</b>	1 km
	<b>Production year</b>	2023 or newer
	<b>Condition</b>	New vehicle, never used
	<b>Engine performance</b>	min 88 kW (120 KS)
	<b>Engine</b>	min 1.4 cubic
	<b>Car body type</b>	Crossover or SUV
	<b>Engine class</b>	min Euro 6
	<b>Transmission</b>	automatic
	<b>Safety</b>	Airbags for both driver and passanger
	<b>Safety</b>	Side airbags
	<b>Safety</b>	ESC with TCS and VMS system
	<b>Safety</b>	Hill break assist
	<b>Safety</b>	Security alarm and anti-theft lock
	<b>Safety</b>	Safety belts
	<b>Safety</b>	TPMS system
	<b>Safety</b>	Spare tire
	<b>Interior</b>	Digital instrument panel with display of road information and rheostat
	<b>Interior</b>	Heated front seats
	<b>Interior</b>	Automatic up/down for front and back windows
	<b>Interior</b>	Compartment for sunglasses
	<b>Interior</b>	Leather steering wheel
	<b>Interior</b>	Adjustment of steering wheel
	<b>Interior</b>	Adjustment in height of passenger's seat
	<b>Interior</b>	Storage place at the back of driver's and passanger's seats
	<b>Interior</b>	Chrome internal door handles
	<b>Interior</b>	Heated steering wheel
	<b>Comfort</b>	Automatic air condition
	<b>Comfort</b>	Different drive mode selections
	<b>Comfort</b>	Touch LCD display with a possibility of a connection to smart phone

	<b>Comfort</b>	Bluetooth and voice recognition
	<b>Comfort</b>	Cruise control
	<b>Comfort</b>	Rain sensors
	<b>Comfort</b>	Rear parking sensors with audio warning
	<b>Comfort</b>	Back camera
	<b>Exterior</b>	Automatic folding of side mirrors
	<b>Exterior</b>	Aluminum rims 18"
	<b>Exterior</b>	Led bi-functional front light
	<b>Exterior</b>	Led rear light
	<b>Exterior</b>	Automatic ignition of the lights
	<b>Warranty</b>	Warranty for min 100 000 KM passed
<b>Delivery specifications:</b>		Delivered in the capital city of the Contracting Party in question: Podgorica, Montenegro
		to be delivered latest 5 days after signing the contract

The delivery timeline shall start from contract signature by both parties.

The supplies must comply fully with the minimum technical specifications set out above and conform in all respects with the quantities, and other requirements.

## E: ANNEX I

### SUPPLY TENDER SUBMISSION FORM

**Contract title:** “The purchase of a project vehicle for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro”

**Financed from:** Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH referred to as GIZ

*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 name of the legal entity (Company)</b>	
<b>Insert: Name of the representative of the Company and the title (CEO/Administrator)</b>	
<b>Insert: Full official address of the legal person (Company)</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</b>	
<b>Stamp</b>	
<b>Date</b>	



## 2. TENDERER'S STATEMENT

**As part of their tender, the 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 supplies requested in the tender dossier in accordance with the Technical Specifications 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 "Technical Specification", which comprise my technical offer, and financial offer,

List the documents submitted attached:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

1. The total price of my offer is:

**Please insert total sum of unit price in numbers and words WITHOUT VAT:**

\_\_\_\_\_ (in EUR)

**Please insert total sum of unit price in numbers and words WITH VAT:**

\_\_\_\_\_ (in EUR)

3. I am making this tender in my own right and I confirm 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 Technical Specifications 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 Technical Specifications and instructions to tenderers requirements and conditions.
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 to implement the contract and deliver the supplies under this contract according to the delivery period set out in the Tender Dossier 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 declare that all the equipment furnished under this contract fulfil CE Standards.

<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, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- b) It has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
- c) It has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence including in particular any of the following:
  - Fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
  - Entering into agreement with other persons with the aim of distorting competition.
  - Violating intellectual property rights;
  - Attempting to influence the decision-making process of the contracting authority during the award procedure

- Attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
  
- d) It has been established by a final judgement that the person is guilty for fraud, corruption, involvement in a criminal organization, money laundering, terrorist activities or other criminal offences.
  
- e) Make use of child labour or forced labour and/or practice discrimination, and/or does not respect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).

<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 Person/Company 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:** “The purchase of a project vehicle for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in Montenegro”

**Financed from:** Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH referred to as GIZ.

1. The total price of my offer is:

**Please insert total sum of unit price in numbers and words WITHOUT VAT:**  
\_\_\_\_\_ (in EUR)

**Please insert total sum of unit price in numbers and words WITH VAT:**  
\_\_\_\_\_ (in EUR)

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