



Tirana/10/06/2024

## INVITATION TO TENDER

### “Cleaning Services for Regional Youth Cooperation Office (RYCO), Head Office in Tirana, Albania”

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.

**Denis Piplaş**

Deputy Secretary General

Regional Youth Cooperation Office – RYCO

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## A: SERVICE CONTRACT NOTICE

1. **Procedure:** Open procedure
2. **Contract title:** Cleaning Services for Regional Youth Cooperation Office (RYCO), Head Office in Tirana, Albania
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 requires the effective provision of cleaning services for its premises. This is to provide cleaning services through two part-time cleaning employees in the premises which layout comprises of office space in three different floors within the same building. 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:** 1 200 (one thousand two hundred) Euro per month excluding VAT.

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### CONDITIONS OF PARTICIPATION

9. **Eligibility:** Participation in tendering is open on equal terms to duly registered local legal entities (Cleaning Companies) exercising this type of activity in Albania.
10. **Number of tenders:** No more than one tender can be submitted by an Economic Operator. If 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:** June 2024

**14. Implementation period of the tasks:** 1 (one) year from the date of contract signature.

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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.*

#### **A. Professional Suitability:**

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

#### **Documentary evidence required:**

1. *Copy of legal registration (Extract of commercial register).*

#### **B. Technical and professional capacity:**

- *Proven experience in rendering satisfactory similar services within the last three years.*
- *At least 3 years of operating in the cleaning business.*
- *The company must have trained and experienced personnel (at least 10 cleaning employees).*
- *Documentary proof of rendering cleaning services in accordance with the standards of the quality management system.*

**Documentary evidence required:**

1. *The potential tenderer must provide in his offer 1 reference letters for having successfully delivered similar services in the last 3 (three) years.*
2. *The potential tenderer must provide the Company Quality Management Certificate 9001:2015 for cleaning services.*
3. *The potential tender must provide in his offer the Company profile including list of clients, number of employers and any other relevant information.*

**C. Economic and financial capacity**

- *The potential tenderers must be financially sound and stable.*
- *The overall annual turnover for the past three years must not be less than twice the estimated annual value of the contract specifically 24 000 (twenty-four thousand) Euro.*

**Documentary evidence required**

1. *The Company annual turnover of the last 2 financial years.*

**16. Award criteria:** The award criterion will be: **The lowest price among technically compliant tenders.**

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## TENDERING

**17. Deadline for receipt of tenders: 22/06/2024, 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 “Terms of References” including the annexes, part of this tender dossier.

**19. How tenders may be submitted:** Tenders must be submitted in English specifying the contract title in the email subject, exclusively to the contracting authority: **Regional Youth Cooperation Office (RYCO)** and be sent to the following email address: [procurement@rycowb.org](mailto:procurement@rycowb.org)

Tenders submitted by any other means will not be considered.

By submitting a tender tenderers accept to receive notification of the outcome of the procedure by electronic means.

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

**21. Alteration or withdrawal of tenders:** Tenderers may alter or withdraw their tenders by electronic notification sent in the same email address mentioned in point 19 prior to the deadline for submission of tenders. No tender may be altered after this deadline.

**22. Legal basis:**

- RYCO's Rules and Operational Guidelines on procurement procedures
- Statute of the Regional Youth Cooperation Office

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## **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 5 (five) 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) days after receiving the inquiry</b>	
<b>Deadline for submitting tenders</b>	<b>22/06/2024</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 (Cleaning Companies), exercising this type of activity in Albania.

- 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/evidence to support the selection criteria as follows:**

**- The potential tenderer must provide in his offer:**

1. **Copy of legal registration (Extract of commercial register);**
2. **1 (one) reference letters for having successfully delivered similar services in the last 3 (three) years.**
3. **The Company Quality Management Certificate 9001:2015 for cleaning services.**
4. **The Company profile includes a list of clients, number of employers and any other relevant information.**
5. **The Company annual turnover of the last 2 financial years.**
6. **Consortium agreement signed by all the members of the group, specifying and authorizing the lead partner to act on behalf of the group (if applicable)**



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, providing the Unit price (price per month), with and without VAT.

Tenderers are reminded that:

- The financial offer cannot exceed *the maximum budget available for this contract at the amount of 1 200 (one thousand two hundred) Euro monthly.*
- 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.

#### **7. 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 **16/06/2024**.

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) 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.

#### **6. Tender validity:**

Tenderers will be bound by their tenders for a period of 30 (thirty) 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.

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

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

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

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

## **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 has 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.



**C: DRAFT CONTRACT**

**FOR**

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

This Service contract, the “Contract”, is signed on **mm/dd/2024** by and between:

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

*on the one part*

and

2. **[insert name of the company]**, a company incorporated under the laws of Albania, having its registered office at: **[address]**, registered with the unique registration number **[insert No.]** legally represented for the purposes of the signature of this Contract by **[insert the full name of the legal representative]**, **[insert the title of the legal representative]**, adult, with full legal capacity to act, hereinafter referred to as the “*Service provider*” or the “*Contractor*”.

*on the other part,*

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

By signing this Contract, the Service provider confirms that it has read, understood and accepted the Contract and all its terms and conditions.

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## **Preamble**

This Contract is funded by RYCO's budget.

## **Article 1**

### **Object of the Contract**

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

## **Article 2**

### **Scope of Work**

1. The Service Provider shall provide the cleaning services for 3 (three) separate offices, situated in the same building, and hosting a total number of 25 (thirty-three) staff members divided as follows:
  - i. Office no. 1: 231 m<sup>2</sup> (187m<sup>2</sup> apartment + 44 m<sup>2</sup> balcony)
  - ii. Office no.2: 179 m<sup>2</sup> (137 m<sup>2</sup> apartment + 42 m<sup>2</sup> balcony)
  - iii. Office no. 3: 280 m<sup>2</sup> (218.5 m<sup>2</sup> apartment + 61.5 m<sup>2</sup> balcony)
  
2. The tasks and responsibilities of the Service provider, further detailed in the Terms of reference, integral part of and attached to this Contract, include, without limitation, the following activities (collectively referred to as the "services"):

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- i. Daily cleaning of the offices;
- ii. Daily cleaning of the kitchenettes and weekly cleaning of the refrigerators and cupboards;
- iii. Daily cleaning of meeting rooms;
- iv. Daily cleaning of all bathrooms and their fixtures;
- v. Daily cleaning of the balconies;
- vi. Daily waste management, and
- vii. Monthly general cleaning for all offices, including internal and external cleaning of the windows.

### **Article 3**

#### **Term**

1. The present Contract shall enter into force on ***[insert the date of the commencement of the Service contract]***, June \_\_\_\_ 2024 and stay in full force and effect until ***[insert the exact duration of the Service contract]*** 2025.
  
2. The execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.

### **Article 4**

#### **Rights and Obligations of the Service Provider**

1. The Service provider shall perform the daily cleaning services for all 3 (three) offices, from Monday to Friday, for a total of 8 (eight) hours per day, providing 4 (four) hours of work in the morning and 4 (four) hours of work in the afternoon, with 2 (two) dedicated employees.

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2. If required and upon agreement between the Parties, the Service provider shall perform the cleaning services even during the weekends.
3. The Service provider shall provide on a monthly basis all equipment and cleaning supplies necessary for the provision of the required services such as: supplies for toilets, kitchenettes, and desk cleaning including toilet paper, paper towels, disinfectants, kitchen towels, kitchen paper towels, washing-up liquid, liquid soap, detergents for the kitchenettes, detergents for toilets, floor cleaner detergents, bucket, plastic floor broom, floor cleaning mop, dust pan, bin bags, consumables, window cleaning detergents, and air freshener.
4. The Service provider agrees to use correctly all the materials and equipment that might be made available to it by RYCO for the execution of the services under this Contract.
5. The Service provider has to devote its full working capacity in the performance of the duties and tasks, and must abstain from anything which may jeopardize RYCO's interests or reputation.
6. The Service provider is liable for any damage that may be caused due to the quality of the Services provided to RYCO during the term of the present Contract.
7. The Service provider shall have sole responsibility for the staff who executes the tasks under this Contract.
8. The cleaning personnel (2 employees), will be entitled to official/public holidays applied in RYCO Head Office.
9. In signing the present Contract, the Service provider agrees that it will not hold RYCO liable in any way for alterations in the scope of work that may be made by the above-mentioned parties.

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10. Violation of the provisions set in this Article by the Service provider shall be deemed severe violation of the service commitment and might result in the immediate dissolution of the Contract and/or indemnification as designated by RYCO.

## **Article 5**

### **Obligations of RYCO**

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

## **Article 6**

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

1. For the provision of the cleaning services under this Contract, RYCO shall pay the Service provider a monthly fee of **[price in number and letters]** EUR , VAT included.
  
2. In order for RYCO to execute the payment of the monthly fee, the Service provider shall submit the monthly invoice specifying all the tasks executed and the cleaning materials delivered during the respective timeframe.

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3. RYCO shall execute the payment of the monthly fee 15 (*fifteen*) days after submission of the respective invoice as well as the description of all the tasks executed and materials supplied during that month.
  
4. RYCO shall execute the payments in EUR to the following bank account:
  - i. *Bank account holder name:* ***[insert designation of the bank account holder]***
  - ii. *Bank name:* ***[insert the designation of the bank]***
  - iii. *Address of the bank:* ***[insert the address of the bank]***
  - iv. *IBAN/Account number:* ***[insert IBAN No.]***
  - v. *SWIFT:* ***[insert SWIFT No.]***
  - vi. *Currency:* ***EUR***

## **Article 7**

### **Reimbursement of Expenses**

RYCO shall not reimburse any expenses related to the costs of purchasing equipment or other material needed and used by the Service provider during the execution of this Contract.

## **Article 8**

### **Performance of the Contract**

1. The Service provider must perform the Contract to the highest professional standards with all due care, skill and diligence. Timely provision of the Services is of the essence of the Contract.



2. If the Service provider cannot fulfil its obligations, it must immediately inform the Contracting authority.

## **Article 9**

### **Suspension of the Contract**

1. The Contracting authority may suspend implementation of the Contract or any part of it, if the Service provider is not able to fulfil its obligation to carry out the work required.
2. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite it to submit any observations within 10 (ten) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the suspension.
3. The suspension will take effect on the date the notification is sent by RYCO.
4. If the reasons for suspending the implementation of the Contract are no longer valid, the suspension may be lifted and implementation may be resumed.

## **Article 10**

### **Termination of the Contract**

1. RYCO may at any moment terminate the Contract if the Service provider:
  - a. is performing its obligations poorly;
  - b. is not performing; or
  - c. has committed substantial errors, irregularities or fraud.

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2. RYCO must formally notify the Service provider of its intention, include the reasons why and invite it to submit any observations within 10 (ten) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the termination. Upon the confirmation of the official date of termination of the Service contract as provided by the Contracting authority, the Service provider is obliged to offer the services for another period of 30 (thirty) days.
3. The Service provider is obliged to offer the services in full compliance with the requirements and standards as stipulated in Article 2.
4. If the Service provider fails to provide the services for the 30 (thirty) days period in compliance with the contractual obligations, RYCO reserves the right to withhold the payment for such period. The last day of that 30 (*thirty*) days' period will be considered as the official day of the termination of the contract.
5. The Service provider may at any moment terminate the Contract if it is not able to fulfil their obligations in carrying out the work required. The Service provider must formally notify the Contracting authority and include the reasons by giving 30 (thirty) days' notice.

## **Article 11**

### **Audit**

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

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## **Article 12**

### **Applicable Law and Dispute settlement**

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

## **Article 13**

### **Independent Contractor**

1. The Service provider shall perform the tasks and responsibilities under this Contract as an independent contractor and not as an employee, partner, or agent of RYCO.
2. The Service provider shall have sole responsibility for the staff who executes the tasks assigned to it.

## **Article 14**

### **Taxes**

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

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## **Article 15**

### **Amendment**

Amendments to this Contract may be done only in written by consent from both parties. The party receiving the request must formally notify its agreement or disagreement, within 5 (five) days of receiving notification.

## **Article 16**

### **Assignment**

1. The Service provider shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by RYCO.
2. Any subcontract entered into by the Service provider without approval in writing by RYCO may be cause for termination of the Contract.
3. In certain exceptional circumstances by prior written approval of RYCO, specific jobs and portions of the Contract may be assigned to a subcontractor. Notwithstanding the said written approval, the Service provider shall not be relieved of any liability or obligation under this Contract nor shall it create any contractual relation between the subcontractor and RYCO.
4. The Service provider remains bound and liable there under and it shall be directly responsible to RYCO for any faulty performance under the subcontract.
5. The subcontractor shall have no cause of action against RYCO for any breach of the subcontract.

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## **Article 17**

### **Confidentiality**

All information which comes into the Service provider's possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Service provider should not communicate such information to any third party without the prior written approval of RYCO. These obligations shall survive the expiration or termination of this Contract.

## **Article 18**

### **Status and Use of RYCO's Name**

Nothing in this Contract affects the privileges and immunities enjoyed by RYCO as an intergovernmental organization. The official logo and name of RYCO may only be used by the Service provider in connection with this Contract and with the prior written approval of RYCO.

## **Article 19**

### **Severability**

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

## **Article 20**

### **Entirety**

1. The Contract shall be interpreted by considering its terms and conditions as an entirety. Any clause or wording that may create uncertainty must be viewed in the context of the entire Contract and in the view of the purposes that caused both Parties to enter into this Contract.

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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 21**

### **Notices**

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

## **Article 22**

### **General Provisions**

1. The language of the written correspondence between the Parties shall be in English.
2. None of the Parties shall be responsible to the other for any delay in the fulfilment of its obligations herein, if this delay is caused by a *Force majeure*. However, this Force majeure clause applies only if the events take place after the signature of this Contract, so that it makes impossible or unduly burdensome for one of the Parties to fulfil its obligations.
3. The entire Agreement between the Parties is composed of the following:
  - i. Contract,
  - ii. Terms of reference, and
  - iii. Financial offer.

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This Contract is done in English in 3 (three) originals documents, 2 (two) for RYCO and 1 (one) for the Service Provider.

**For the Contracting authority:**

**For the Service Provider:**

Mr. Albert Hani

***Mr. /Ms. [name/surname]***

Secretary General

***Title***

Regional Youth Cooperation Office

***Company name***

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## **D: TERMS OF REFERENCE**

### **Service Provider for Cleaning Services for Regional Youth Cooperation Office (RYCO), Head Office in Tirana, Albania**

**Work base:** RYCO Head Office, Tirana, Albania

**Expected duration of the contract:** 1 year starting from the signature of the contract.

**Maximum budget available:** 1200 Euro (excluding VAT).

**Provisional commencement date of the contract:** June 2024

**Status of service provider:** Local Company

### **Background**

RYCO is an intergovernmental organization that stewards and promotes regional, cross-border and intercultural cooperation within and among its six Western Balkans (WB6) contracting parties. The Agreement on establishment of RYCO was signed by the WB6 Contracting Parties Prime Ministers on Western Balkans Summit held in Paris, on 04<sup>th</sup> July 2016, within the Berlin Process. RYCO's unique governance system brings together government and civil society representatives to ensure young people are represented at all levels within the organization. RYCO is represented in all the six Contracting Parties through the Local Branch Offices, while its Head Office is the organizational hub situated in Tirana.

### **Scope of work**

RYCO requires the effective provision of cleaning services for its premises with a staff of approximately 26 people.

This is to provide cleaning services through two part-time cleaning employees in the premises which layout comprises of office space in three different floors within the same building:

**Office 1:** 231 m<sup>2</sup> (187 m<sup>2</sup> apartment + 44 m<sup>2</sup> balcony)

**Office 2:** 179 m<sup>2</sup> (137 m<sup>2</sup> apartment + 42 m<sup>2</sup> balcony)

**Office 3:** 280 m<sup>2</sup> (218.5 m<sup>2</sup> apartment + 61.5 m<sup>2</sup> balcony)

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## Tasks

The object of the Contract shall include the following tasks:

### 1. Cleaning of internal office space in all the three premises

**Daily:** floors, shelves, picture frames, couches (two), chairs, desks, devices (printers, scanners), heaters, doors, glass doors

### 2. Cleaning of the kitchenettes

**Daily:** floors, tabletop, sinks, coffee machines, fruit juicers, tables, chairs, waste bins, soap, washing-up liquid refilled; kitchen paper towels replenished

**Weekly:** refrigerators cleaned; cupboards emptied/cleaned

### 3. Cleaning of meeting rooms

**Daily:** waste bins emptied; tabletops; tables and chairs rearranged; floors, heaters, doors, glass doors and glass partitions

### 4. Cleaning of all bathrooms and their fixtures

**Daily:** floors washed; fixtures cleaned and disinfected; supplies, including toilet paper, paper towels, liquid soap, toilet disinfectant, etc., replenished as required; refilling hand sanitisers located in both offices as/when required

### 5. Daily cleaning of the balconies

### 6. Daily waste management (paper/waste bins emptied)

### 7. General cleaning (including internal and external cleaning of windows) 1 time per month for the three premises

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## Supplies and equipment

The contractor will provide monthly all equipment and cleaning supplies required for carrying out the work. This comprises all the necessary supplies for toilets, kitchenettes, and desk cleaning including toilet paper, paper towels, disinfectants, kitchen towels, kitchen paper towels, washing-up liquid, liquid soap, detergents for the kitchenettes, detergents for toilets, floor cleaner detergents, bucket, plastic floor broom, floor cleaning mop, dustpan, bin bags, consumables, window cleaning detergents, air freshener.

## Work schedule

The official working days shall be from **Monday to Friday, by 2 part-time cleaning employees, 8 hours daily in total (4 hours in the morning and 4 hours in the afternoon)**. The cleaning personnel (2 employees) will be entitled to official/public holidays in RYCO Head Office.

## Timeline

The service provider should complete all the tasks for a period of 12 months from the starting date of the contract.

## Indicative budget and payment modality

The selected service provider will be invited to sign a service contract with the Regional Youth Cooperation Office (RYCO). The contract will be realized in Euro and the payment will be conducted in monthly installments. For the payment of each monthly installment, the contractor will be requested to submit the monthly invoice specifying all the tasks executed and the cleaning materials delivered during the respective timeframe.

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

## Qualification and experience requirements

- The service provider must be duly registered with the respective national authorities for exercising this type of activity.
- ISO Certification for Cleaning Companies at least 9001:2015.
- Proven experience in rendering satisfactory services to similar premises within the last three years.
- The service provider must be financially sound and stable.
- The company must have trained and experienced personnel (at least 10 cleaning employees).

### Supporting documents and evidence

- The tenderer must provide in his offer 1 reference letters in line with the requirement set in point 1 of the qualification of a contractor.
- ISO Certification for cleaning services.
- The tenderer must provide a copy of the registration certificate (extract of the commercial register).
- CV/Portfolio of the company including no of employes, list of clients etc.
- *The Company annual turnover of the last 2 financial years.*



**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

**Contract title:** Cleaning Services for Regional Youth Cooperation Office (RYCO), Head Office in Tirana, Albania

**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/Company</b>	
<b>State the official legal form of entity</b>	
<b>Insert: Name of the representative of Entity</b>	
<b>Insert: Full official name of members (In case of consortium)</b>	
<b>Insert: Name of the representatives of the Members (In case of consortium)</b>	
<b>Insert: Full official address of Entity</b>	

<b>Insert: Full official address of Members (in case of consortium)</b>	
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***In case of a consortium (If applicable)***

***[We are making this application, for this tender as partner in the consortium led by [insert name of the leader]. We confirm that we are not tendering for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].***

<b>Name of the members (in case of consortium)</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Signature &amp; Stamp</b>			
<b>Date</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 per month.

- In my offer VAT all applicable taxes (if any) 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 (each consortium member if applicable), must submit a signed declaration on honour on exclusion criteria stating that they are not in any of the exclusion situations using the following format:**

#### DECLARATION ON HONOUR ON EXCLUSION CRITERIA

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

##### SITUATION OF EXCLUSION

- 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:** Cleaning Services for Regional Youth Cooperation Office (RYCO), Head Office in Tirana, Albania

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

1. My financial offer is: \_\_\_\_\_ (insert price in numbers and words) EUR per month VAT excluded.
2. My financial offer is: \_\_\_\_\_ (insert price in numbers and words) EUR per month VAT.

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