

Tirana, 01/07/2024

## INVITATION TO TENDER

### FOR:

### **“Framework agreement for the provision of travel management services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO), in North Macedonia”**

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 Reference**
- 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: SERVICE CONTRACT NOTICE

1. **Procedure:** Open procedure
2. **Title:** “Framework agreement for the provision of travel management services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO), in North Macedonia”
3. **Contracting authority:** *Regional Youth Cooperation Office (RYCO)*
4. **Location:** North Macedonia

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### SPECIFICATION

5. **Description:** RYCO is seeking qualified service providers to conclude framework agreement for the provision of various services related to travel management under the terms and conditions contained in the tender documents. The successful companies shall provide full, prompt and accurate regional and domestic travel and other travel related services as may be requested by RYCO as well as other travel associated services described in this Terms of Reference, part D of the Tender Dossier, following the principle of cost effectiveness.

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

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### CONDITIONS OF PARTICIPATION

7. **Eligibility:** Participation in this tender procedure is open to all legal persons (Companies) that are duly registered and perform this type of activity in North Macedonia, participating either on their own or as a consortium.

8. **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 tenderer has participated will be excluded.

9. **Sub-contracting:** Sub – contracting is allowed.

10. **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

11. **Provisional commencement of the framework agreement:** August 2024

12. **Duration of the framework agreement:** The duration of the framework agreement will be 1 (one) year with the possibility of being renewed after a successful evaluation.

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### SELECTION AND AWARD CRITERIA

#### 13. Selection criteria

The following selection criteria will be applied to the tenderers.

- **Qualifications and experience requirement of the tenderers**

- The Company should be a duly registered company exercising this kind of activity.
- Should have a minimum experience of 3 (three) years in the field.



- Should have all the necessary technical, financial, logistical and human capacities to handle RYCO requirements.
- Have competent and experienced staff/consultants as evidenced by their track record in their Curriculum Vitae,
- Be willing and able to guarantee the delivery of services in accordance with the performance standards required by this TOR.

**14. Award criteria:** The award criterion will be the best price quality ratio on a 70/30% basis, 70 for the technical offer and 30 for the financial offer.

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## TENDERING

**15. Deadline for receipt of tenders: 19/08/2024, 17h00.**

**16. 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. 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 tenderer accept to receive notification of the outcome of the procedure by electronic means.

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

**18. 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.

**19. Legal basis:**

- RYCO’s Rules for Procurement
- Statute of the Regional Youth Cooperation Office

## B. INSTRUCTIONS TO TENDERERS

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

### 1. Services to be provided

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

### 2. Timetable

	<b>DEADLINE</b>	<b>TIME*</b>
<b>Deadline for requesting clarification from the contracting authority</b>	<b>Up to 21 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 8 calendar days before the deadline for submission of tenders</b>	
<b>Deadline for submitting tenders</b>	<b>19/08/2024</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 local legal entities exercising this kind of activity, participating either on their own or as a consortium.
- b) **Qualification:** Upon meeting the selection criteria.
- c) **Sub – contracting:** Sub - contracting is allowed.

### 4. Content of tender.

4.1 The tender must include a technical offer and a financial offer

#### 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 evidence to support the respective selection criteria** set in the Contract Notice, Part A of the Tender Dossier and Terms of References Part D of the tender dossier as follows:

*The potential tenderer must submit:*

1. Certificate of registration/incorporation.
2. A technical proposal describing their approach to the assignment as per the technical requirements set in this ToRs (all sections above) including minimum cancellation time free of charge, deadline for invoice settlement etc.
3. Balance sheet for last 3 (three) financial years.
4. Company profile (experience, number of employees, founding year etc).
5. CV(s) of the focal point(s)/Key manager(s) of the Company to be engaged in the respective framework agreement.
6. List of references of other business clients in the international/regional sector.
7. At least 2 (two) recommendation letters from other business clients.
8. Consortium agreement (if applicable)

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.

**4.3. Financial offer**

The financial offer must be presented in Euro using the template of Annex II (Financial offer form) of this tender dossier and shall consist of the following:

1. Price of the service per flight ticket.
2. Prices per kilometer for transfer with an executive car, minibus, van, and bus.  
(the price should be calculated for the distance between pick up and drop off destination).
3. Price for airport transfer.
4. Price of waiting hours\*
5. Price of driver's overnight cost

**\*Note: Waiting hours can be charged only for the period longer than 2 (two) hours. Overnight driver's cost excludes the cost of waiting hours.**

In the financial offer all applicable taxes must be included.

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

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

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

**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 21 calendar days before the deadline for submission of tenders, specifying the title of the procedure.**

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

The contracting authority must respond to request for clarifications **at the latest 8 (eight) days after receiving them.**

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

- Information meeting: No information meeting is foreseen.

### **1. Submission of tenders**

Tenders must be sent to the contracting authority within the given deadline in point 2 "Timetable" of Instructions to tender, clearly stating in their tender the title the procedure for which the Economic Operator is applying. 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.

### **2. 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.

### **3. Ownership of tenders**

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

### **4. 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 quality of each technical offer will be evaluated in accordance with the award criteria. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the



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

### 9.3 Financial evaluation

Upon completion of the technical evaluation the financial offers will be evaluated in accordance with the award criteria.

Any arithmetical errors are corrected without penalty to the tenderer.

Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

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

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

### 6. 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 specifying the title/s. Tenders may not be amended after this deadline.

### 7. 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.

### 8. 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).

#### d) 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.

## **9. Signature of framework agreement(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 framework agreement (s) Implementation**

After the expiry of the appeal period (in cases when no appeals have been submitted) or after the end of appeal process if the award decision has not been subject to changes deriving from appeal process the Contracting Authority will invite the successful tenderer to sign the respective 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-place ranked tenderer or cancel the tender procedure.

## **10. 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 about 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.

### **11. Appeals**

Tenderers believing that they have been harmed by an error or irregularity allegedly committed as part of a selection procedure or that the procedure was vitiated by any maladministration may file a complaint which should be sent electronically to the Contracting Authority in the same e mail address tenders were submitted **up to 3 working days after receiving evaluation results**. The Contractor Authority should respond to the tenderer by electronic means too at the latest 2 (two) days after receiving the compliant. In such cases the potential claimant shall be informed of the characteristics and relative advantages of the successful tender(s) and the contract value. However, certain information may be withheld where its release, would be contrary to data protection, or would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them.



**C: DRAFT CONTRACT**  
**FRAMEWORK AGREEMENT**

**FOR**

**“THE PROVISION OF TRAVEL MANAGEMENT FOR THE LOCAL BRANCH  
OFFICE OF THE REGIONAL YOUTH COOPERATION OFFICE IN NORTH  
MACEDONIA”**

This Framework Agreement, the “*Agreement*”, is signed on *[insert the date of signature]* 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 “*RYCO*”

*on the one part*

and

- 2. *[insert the name of the company]***, a company incorporated under the laws of *[insert the Contracting Party in which the company is registered]*, having its registered office at: *[insert the exact address of the company headquarters]*, registered with the unique registration number, (NUIS) *[insert the registration number]*, legally represented for the purposes of the signature of this Agreement by Mr./Ms. *[insert the full name of the representative]*, *[insert the title of the legal representative]*, adult, with full legal capacity to act, referred to as the “*Contractor*”

*on the other part,*

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

By signing this Agreement, the Contractor confirms that it has read, understood and accepted the Agreement and all its terms and conditions.

\*This designation is without prejudice to positions on status and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo Declaration of Independence.



## **Preamble**

This Framework Agreement is directly funded by Regional Youth Cooperation Funds.

### **Article 1 Object of the Agreement**

1. The object of the Agreement is the provision of travel arrangements and other travel related services to RYCO in North Macedonia, in full compliance with the Terms of reference, integrated and inseparable part of this Agreement.
2. Any Services required by RYCO shall be ordered by way of a Call-Off order.
3. The Contractor hereby states and warrants that it is fully capable to provide the Services outlined herein and has no other commitments or engagements which could prevent it from performing its obligations under the present Agreement.

### **Article 2 Term of the Agreement**

1. This Agreement is concluded for a period of 1 (one) year. It shall enter into force on *[insert the exact date of the entry into force of this Agreement]* 2024 and shall stay in full force and effect until *[insert the date of expiration]* 2025.
2. Upon mutual agreement of the Parties, this Agreement can be extended for an additional 1 (one) year period.
3. Signature of this Agreement does not guarantee any actual Call off orders, therefore RYCO shall not be held responsible in any means, if no Call of orders shall be applied for the entire duration of this Agreement.

### **Article 3 Obligations of the Contractor**

1. The Contractor shall be responsible for providing domestic, regional, and international travel arrangements as well as other related services including, but not limited to, the following:
  - i. Land transportation.
  - ii. Flights.
  - iii. Travel insurance.
  - iv. Travel Information.
2. Upon express request of RYCO, the Contractor shall be responsible for providing any other services in relation to this Agreement, such as described in the Terms of reference.



3. The Contractor shall:

- i. immediately record and report to RYCO any problem that affects its ability to provide the services. The report must describe the problem, state when it started and what action the Contractor is taking to resolve it.
- ii. Immediately review any requests or complaints submitted by RYCO and resolve any issues or disputes related to the provision and quality of services within 10 (ten) days, starting from the date of the submission of the respective request. RYCO must describe and report the problem in detail.
- iii. upon the placement of the call of order, when requested under the respective ToRs, the Contractor should provide three offers whenever it is possible, (depending on the specification of the venue);
- iv. In case the three offers are not possible to be obtained, the Contractor should provide relevant justification.
- v. be responsible for problems that may affect the quality of the provided services when they are caused by the Contractor and shall cover all related costs.
- vi. appoint 1 (one) dedicated English-speaking Key Manager available to RYCO for 24/7 service availability per mobile phone in case of emergencies, and a minimum availability per e-mail from 06:00 – 22:00.

**Article 4**  
**Obligations of RYCO**

RYCO shall:

1. Immediately notify the Contractor in case of any possible problems or malfunctions.
2. Create all the conditions and provide all the necessary support in order for the Contractor to perform all required services and to achieve the objective of this Agreement.
3. Provide feedback and guidance on the performance of the Contractor.
4. Communicate on a regular basis with the Contractor.

**Article 5**  
**Compensation Scheme and Payment Modality**

1. Payments under the Call-off orders shall be executed on an order basis, upon receipt and confirmation of the draft master invoice.



2. In the case that the invoice is not electronic, the Contractor shall submit to RYCO the original invoices (including fiscal bill) at the end of each month, specifying the services performed within the duration of one month.
3. RYCO shall execute the payment of the invoice(s) within 30 (thirty) days upon its submission by the Contractor.
4. RYCO shall execute the payment in EUR currency, to the following bank account of the Contractor:
  - i) *Bank account holder name:* **[insert the full name of the bank account holder]**
  - ii) *Bank name:* **[insert the bank name]**
  - iii) *IBAN/Bank account no:* **[insert the IBAN/bank account number]**
  - iv) *SWIFT:* **[insert SWIFT]**
  - v) *Currency:* **EUR**
5. If RYCO cannot accept an invoice it shall inform the Contractor of its non-acceptance within 10 (ten) days from its receipt.
6. RYCO may at any point suspend the payment deadline if the request for payment cannot be processed because it does not comply with the Agreement's provisions. RYCO must formally notify the Contractor of the suspension and the reasons for it within 10 (ten) days from the invoice receipt.
7. The suspension takes effect on the day the notification is sent by RYCO. If the condition for suspending the payment deadline as referred to is no longer met, the suspension will be lifted and the remaining period will resume.
8. If the payment deadline has been suspended due to the non-compliance of the provided services the Contractor must take all measures to provide any services at the required standard within 5 (five) working days upon notification, otherwise RYCO may also terminate the Agreement.
9. RYCO may reject parts of or reduce the payment if the Contractor is in breach of any of the obligations under this Agreement.

## **Article 6**

### **Performance of the Agreement**

1. The Contractor must perform the Agreement to the highest professional standards with all due care, skill and diligence. Timely provision of the Services is of the essence of the Agreement.
2. All periods specified in the Agreement are calculated in calendar days.

## **Article 7**

### **Termination of the Agreement**



1. RYCO may at any moment terminate the Agreement if the Contractor:

- a) is performing its obligations poorly,
  - b) if the Contractor charges RYCO in *[insert Contracting party name]* at higher rates than market standards, or
  - c) has committed substantial errors or irregularities that have undermined the continuity of the work and services.
2. RYCO must formally notify the Contractor of its intention, including the reasons why, and is to submit any observations within 10 (ten) days of receiving notification. If RYCO does not accept these observations, it will formally notify confirmation of the termination. The termination will take effect on the date the notification is sent by RYCO. The Contractor is entitled to payment only for the services provided before termination takes effect.
3. The Contractor shall cover all costs for any damages caused to RYCO during the performance of this Agreement.
4. Each Party may terminate the Agreement at any time by giving 30 (thirty) days written notification to the other Party.
5. If a Call-Off order is in force at a date when this Agreement would expire or would otherwise be terminated, this Agreement shall, for the purposes of the Call-Off orders which remain in force at such date, continue in force for so long as RYCO and/or Contractor shall have rights and/or obligations under the relevant Call-Off order.

## **Article 8 Records and Supporting Documentation**

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

## **Article 9 Applicable Law and Dispute settlement**

1. This Agreement shall be governed by, executed and interpreted in accordance with the laws of Albania, as the Host Contracting Party of RYCO, and in compliance with RYCO's internal rules and regulations.
2. In the event of disputes arising out of or in connection with this Agreement, parties undertake to first reach an amicable settlement. If an amicable solution to a dispute



arising from the application of this Agreement with regard to its interpretation, or application cannot be reached, the complaining party may appeal to the competent court in Albania.

### **Article 10 Independent Contractor**

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

### **Article 11 Assignment and Subcontracting**

1. The Contractor shall not assign or subcontract the Agreement or any work to be carried under this Agreement in part or all, unless agreed upon in writing in advance by RYCO.
2. Any subcontract entered by the Contractor without approval in writing by RYCO may be cause for termination of the Agreement.
3. In certain exceptional circumstances by prior written approval of RYCO, specific jobs and portions of the Agreement may be assigned to a subcontractor. Notwithstanding the said written approval, the Contractor shall not be relieved of any liability or obligation under this Agreement, nor shall it create any contractual relation between the subcontractor and RYCO.
4. The Contractor 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.

### **Article 12 Taxes**

The Contractor is solely and exclusively responsible for paying taxes or any other obligations in compliance with the relevant tax requirements and legislation applicable in the place in which the Contractor is officially registered, related to this Agreement.

### **Article 13 Amendment**

13.1 Amendments to this Agreement may be done only in writing with the expressed consent from both parties. The party receiving the request must formally notify its agreement or disagreement, within 30 (thirty) days of receiving notification.





13.2 In the case when in the respective Contracting party, in which the Contractor is registered and is providing the respective services, the fuel prices change by increasing or decreasing in the amount of more than 10 (ten) % compared to the price that was fixed and regulated by the market upon the entry into force of this Framework Agreement, this Agreement may be amended in accordance with the modalities as stipulated in Article 13 paragraph 1, following the official request submitted by the respective party. The requesting party must submit the official request by reflecting the evidence for the possible changes on the market prices when the fuel prices change by increasing or decreasing in the amount of more than 10 (ten) % compared to the price that was fixed and regulated by the market upon the entry into force of this Framework Agreement.

#### **Article 14 Confidentiality**

1. RYCO shall provide the Contractor all information necessary in order to carry out the Services in a full and proper manner.
2. The Contractor shall keep RYCO constantly informed of all information of which the Contractor becomes aware during the term of this Contract and relating to the Services.
3. The Parties hereby, commit on regulating their contractual relationship and all the related terms for the provision of the respective services as envisaged in this Agreement, in conformity with the requirements under the applicable data protection legislation, “The Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data (CETS No. 108)”, GDPR Regulations and other respective International Standards applied for the collection and processing of the Personal Data.
4. The Contractor agrees that all data, documents, or other information developed, received or provided for the performance of this Contract are deemed confidential and shall not be disclosed by the Contractor without prior written authorization by RYCO. RYCO shall grant such authorization if disclosure is required by law. Upon request, all RYCO’s data shall be returned to RYCO upon the termination of this Contract. The Contractor’s duty of confidentiality shall survive expiration or termination of this Contract.

#### **Article 15 Severability**

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

#### **Article 16 Entirety**

1. The Agreement 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 Agreement and in the view of the purposes that caused both Parties to enter into this Agreement.

2. This Agreement 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 17** **Notices**

1. All communication by and between RYCO and the Contractor concerning the execution of this Agreement shall be directed to Mr./Ms. *[insert the full name of the Contract Manager]* to the following e-mail address: *[insert the email of the Contract Manager]* on behalf of RYCO and to Mr./Ms. *[insert the name of the Contact point from the Contractor]*, the, to the following e-mail address: *[insert the email of the Contact point from the Contractor]* on behalf of the Contractor.
2. The Contractor has to notify RYCO in writing immediately for any changes of its address or electronic mail address, otherwise any notification issued by RYCO shall be deemed as received by the Service Provider to the address provided in this Contract.
3. Both Parties undertake the obligation to notify immediately one another of any changes, such as registration, residence or legal representation, which may have an impact on the execution of the present Contract and on their professional relationship.

### **Article 18** **General Provisions**

1. The Agreement is written in the English language. All correspondence, communication and other documents pertaining to the Agreement, which are exchanged by the Parties, shall be written in the same language.
2. 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. However, this *Force majeure* clause applies only if the events take place after the signature of this Agreement, 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:
  - i) Framework Agreement;
  - ii) Terms of reference;
  - iii) Financial offer.



This Agreement is done in English in 3 (three) original documents, 2 (two) originals being for the RYCO and 1 (one) original being for the Contractor.

For RYCO:

For the Contractor:

M. Albert Hani

*Mr./Ms. [insert the full name of the Legal Representative]*

Secretary General,

*[insert the title of the Legal representative]*

Regional Youth Cooperation Office

*[insert the name of the company]*



## **D. TERMS OF REFERENCE**

### **“Framework agreement for the provision of travel management and other travel related services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO), in North Macedonia”**

**Contracting Authority:** Regional Youth Cooperation Office (RYCO);

**Service required:** Travel management and other travel related services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in North Macedonia

**Typology of the framework agreement:** Single service provider

**Duration:** 1 (one) year with the possibility of being renewed after a successful evaluation.

**Eligibility:** Local legal entity.

**Location:** North Macedonia

## **A. BACKGROUND**

Regional Youth Cooperation Office is an intergovernmental organization that stewards and promotes regional, cross-border and intercultural cooperation within and among six Western Balkan Contracting Parties, Albania, Bosnia and Herzegovina, Kosovo\*, Montenegro, North Macedonia and Serbia. RYCO's program focuses on creating opportunities for young people to engage in activities that build mutual understanding and reconciliation in the civic, social, educational, cultural and sports domains. Its Local Branch Offices ensure RYCO is represented in all the six Contracting Parties while its Head Office is the organizational hub.

## **B. OBJECTIVE**

RYCO is seeking qualified service providers (referred hereinafter as the “Company”) to conclude framework agreement for the provision of various services related to transport, under the terms and conditions contained therein. The successful company shall provide full, prompt and accurate regional and domestic travel, travel arrangements as may be requested by RYCO as described in these Terms of Reference following the principle of cost effectiveness.

## **C. REQUIRED SERVICES**

C.1 Local/international transportation and travelling insurance as listed below:

- Travel management services including but not limited to travel reservation and plane ticketing, car/bus transfers and all related formalities for RYCO staff members and/or their dependents for official travels as well as for consultants, project beneficiaries and other persons attending RYCO events or meetings (hereinafter “travelers”).

C.2: The company shall promptly issue and deliver to RYCO detailed itineraries showing the accurate status on all segments of the journey. The Company shall verify with RYCO that the proposed itinerary is based on the details of the request and compliance with applicable rules and regulations.

C.3: The Company will provide information on country visa requirements, health, immigration clearance, foreign exchange control regulation and other government restrictions, and



assistance in obtaining travel tax exemption certifications, passports and entry visas to the country.

C.4: Follow up on any complaints from travelers and recovery of lost luggage.

C.5: The company shall refrain from any action which may adversely affect RYCO and shall fulfill its commitments with the fullest regard for RYCO.

C.6: Land transportation (car/van/minibus/bus) – For each single trip the company should provide the shortest route, or most optimal route with an explanation if the shortest route is not available. The contractor will submit a screenshot of Via Michelin route with a clear specification and transparent costs by car/bus rental reservation within agreed scheme.

**RYCO will consider as eligible cost only vehicle occupied with passengers from pick up point requested by RYCO and drop off to the final address including mid-point locations for pick-ups and stops when applicable**, without hidden commissions, such as transportation to the starting point, driver's or agency's costs of traveling to the venue and back. Since RYCO will conduct Superschools exchanges within this agreement additional accompanied costs that are mandatory by law, will be accepted only with justification and supporting documentation.

C.1.7: The company should render services for booking and purchasing plane tickets according to RYCO routes and requests.

C.1.8: Other services that might be requested such as ferry, public transportation and train tickets and travelling health insurance (Company where applicable, shall offer group travel insurance, within at least two pre-offers with very detailed description of possible and unpredictable coverages).

C.1.9: The Company shall provide RYCO passengers upon request with relevant information on official destinations, i.e. visa requirements, security advisories, land transportation, health precautions for the travelers.

C.1.11 The company shall provide RYCO passengers travel insurance for all travel out of home country.

C.1.12 The company shall assign the highest priority to RYCO's official travel requirements and shall ensure that the servicing of non-official travel requests does not delay or impede the timely and effective processing of RYCO's official travel requests,

C.1.13 The Company should be able to deal with swift changes. As RYCO's official travel requirements may be often organized at short notice to or from various parts of the country, efficiency, effective and rapid communication by the company is of critical importance.

## **D. CANCELLATIONS, REFUNDS AND REBOOKING**

D.1 The Company should process duly authorized travel changes and cancellations when and as required and will take care that in such cases cancellation fees and charges imposed are avoided.

D.2 The Company should Inform RYCO after each request for booking for the cancellation deadlines and fee. If failing to inform on time, the Company must absorb all the cost of cancellation and other charges of reservations.

D.3 Immediately process ticket refunds for charged canceled travel requirements, and credit these to RYCO expeditiously as possible.



## **E. COMMUNICATION WITH RYCO**

- The communication must be in English.
- The Company shall be required to apply „one face to the customer “policy and appoint one Key Manager available to RYCO at any time (24-hours service availability per mobile phone in case of emergencies and a minimum availability per e-mail from 6 – 22 hrs.).
- The Key Manager should be an English speaker. (Knowledge of other local WB6 languages will be considered as a great asset.
- 

## **F. DURATION AND PAYMENT MODALITY**

The successful Company will be invited to sign a single service provider framework agreement defining the terms and conditions for placing call-off orders. The duration of the framework agreement will be 1 (one) year with the possibility of being renewed after a successful evaluation.

Payments under the call off orders will be executed on an order basis upon receipt and confirmation of the draft master invoice. Pertinent invoices under the call off orders must be on a break-down list for each offered service including the Company fee(s).

RYCO retains the right to terminate the contract with the prospective selected Company at any time if the Company charges RYCO *at* higher rates than local market standards or does not render minimum services as described in the tendering documents.

## **G. SERVICE PROVIDER PROFILE**

The service provider should:

G.1 Be a duly registered company exercising this kind of activity.

G.2 Should have a minimum experience of 3 (three) years in the field.

G.3 Should have all the necessary technical, financial, logistical and human capacities to handle RYCO requirements.

G.4 Have competent and experienced staff/consultants as evidenced by their track record in their Curriculum Vitae,

G.5 Be willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this TOR.

## **H. EVIDENCE AND SUPPORTING DOCUMENTS**

H.1 Certificate of registration/incorporation.

H.2 A technical proposal describing their approach to the assignment as per the technical requirements set in this ToRs (all sections above) including minimum cancellation time free of charge, deadline for invoice settlement etc.

H.3 Balance sheet for last 3 (three) financial years.

H.4 Company profile (experience, number of employees, founding year etc).

H.5 CV(s) of the focal point(s)/Key manager(s) of the Company to be engaged in the respective framework agreement.

H.6 List of references of other business clients in the international/regional sector.



H.7 At least 2 (two) recommendation letters of other business clients.

H.8 Consortium agreement (if applicable).

## **I. PRICE OFFER FOR TENDER**

Price offer shall consist of the following:

1. Price of the service per flight ticket.
2. Price per kilometres for transfer with an executive car, minibuss, van, and bus.  
(the price should be calculated for the distance between pick up and drop off destination).
3. Price for airport transfer.
4. Price of waiting hours\*
5. Price of driver's overnight cost

## **J. AWARD CRITERION**

The sole award criterion will be the best price – quality ratio on a 70/30 basis, 70% for the technical offer and 30% for the financial offer.





**E: ANNEX I**

**SERVICE TENDER SUBMISSION FORM**

**“Framework agreement for the provision of travel management and other travel related services for the Local Branch Office of the Regional Youth Cooperation Office (RYCO), in North Macedonia”**

*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>	

*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 procedure 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].*

Name of the members (in case of consortium)	1	2	3
Signature & Stamp			
Date			



#### 4.2 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, each entity 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 reference and other conditions and requirements stated in the tender dossier without reserve or restriction.
2. I present this tender on the basis of the following documents, submitted attached to this form, in response to your requirements stated in "Instructions to Tenderers" and "Terms of Reference", which comprise my technical offer, and financial offer,

List the documents submitted attached:

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



3. I am making this tender in my own right. I confirm, as service-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 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 the framework contract obligations the award may be considered null and void.
6. I agree to abide accordingly to the Terms of Reference 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 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.

<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 evidence 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 FORM**

**Title:** “Travel arrangements for the Local Branch Office of the Regional Youth Cooperation Office (RYCO) in North Macedonia”

<b>Title</b>	<b>Price per Unit in Euro</b>
Price of the service per flight ticket	
Price per kilometers for transfer with an executive car	
Price per kilometers for transfer with a van	
Price per kilometers for transfer with a minibus	
Price per kilometers for transfer with a bus	
Price for airport transfer	
Price of waiting hours*	
Price of driver overnight cost	

\*Note: Waiting hours can be charged only for the period longer than 2 hours. Overnight driver cost is excluding the cost of waiting hours.

In my offer all applicable taxes are included.

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

