**TENDER for Legal and Audit Services**

Date: 06 May 2022

Annex 1 – Request for Pricing Form

Annex 2 - WWF Fraud and Corruption Prevention and Investigation Policy

# Tender for Legal and Audit Services

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# Introduction

WWF Caucasus Programme Office (Id. Code 203845964) (referred to as the “CLIENT”) is announcing a tender and inviting qualified suppliers (hereinafter referred to as “BIDDER”) to submit proposals for provision of Legal and Audit Services (hereinafter referred to as “BID”).

# GENeral Conditions

1) The Bidder shall submit the tender proposal (“BID”) based on terms and conditions defined in the present Tender Rules.

2) The CLIENT reserves the right to reject or accept any proposal. The CLIENT reserves the right to proceed with the implementation of any work, in whole or in part, as described in the Tender BID.

3) The CLIENT reserves the right to engage in discussions with any BIDDER to clarify responses or discuss certain issues with regards to the proposal or services requested. The CLIENT has no obligation to notify the other BIDDERS of the discussions, clarifications, or other information provided by a BIDDER. Any additional information required for preparation of the Tender BID shall be distributed to all participants at the same time.

4) The CLIENT reserves the right to award the proposal based on experience, qualification, completion date, service cost and other criteria, and not necessarily the lowest cost.

5) Based on the Tender BID the CLIENT is entitled to change/replace or omit any clause/part of the preliminary defined scope of services of the proposal. The CLIENT shall conduct negotiations with Tender participants to achieve the full compliance to the requirements.

6) The issuance of this TENDER or any negotiations with a Tender participant after the closing date does not bind or commit the CLIENT to enter into negotiations or place an order with the BIDDER who submits the BID.

7) The CLIENT reserves the right in the event the successful BIDDER fails to comply with the terms and conditions as listed, to cancel this contract and award it to another BIDDER without penalty or action against the CLIENT. The TENDER does not constitute an agreement or order.

8) The Tender BID is not a binding agreement between the parties, submission of a proposal or response by a proponent is voluntary.

9) By submitting a bid, the BIDDER is deemed to have acknowledged all of the undertakings, specifications, terms and conditions, WWF Fraud and Corruption Prevention and Investigation Policy (Annex 2) contained in the tender, and to be bound by them if the BID is accepted. All expenses incurred by the Bidder in connection with the preparation of its proposal are to be borne by the Tender participant, and the CLIENT shall not incur any obligation whatsoever toward the Bidder regardless of whether such bid is accepted or rejected

10) An authorized signing officer must sign all bids. The bid must indicate an individual who is authorized to negotiate and sign on behalf of the proponent, if other than the signature found on the proposal.

# Submission of Tender proposal/bid

* 1. Submission of the Tender proposal shall correspond to the instructions below, by submitting the el. Version.
	2. The BID submission deadline is: 23 May, 2022 by 18:00 (Tbilisi Time). The Tender Proposal shall be submitted to the following mail: procurement@wwfcaucasus.org

# Communication and enquires

* 1. All enquires and communication regarding this tender are to be submitted in electronically to the following e-mail: dbichelashvili@wwfcaucasus.org. All questions shall be submitted prior 3 (three) working days till expiry of Tender submission deadline.
	2. Any information and responses to enquiries will be made in writing and distributed by email to all proponents. Enquiries after the foregoing deadline will not receive a response.
	3. The Tender Proposal shall be valid within 60 (sixty) calendar days.

# FORMAT of THE Tender Proposal/BID

The BID submitted by the Tender participant must be structured as per the below provided instructions:

1. **General Information about the Tender Participant -** General information about the Bidder, the number of the staff, the number and qualification of staff engaged in completion of the request, provision of additional data (CVs)
2. **Experience:**

**a) Description of the complete and on-going projects with the similar scope of services:** the list and general information about the complete and on-going projects, and the list of major clients during the last 5 years;

**b) References –** Minimum 3 Recommendation letters to be provided upon additional request;

1. **Proposed sub–contractors (if applicable)** including company name, description of proposed role, and summary of qualifications.
2. **Proposal outlining scope supply –** Descriptionincluding detailed descriptions of scope and working process, exclusions, conditions;
3. **Commercial Proposal-** the prices shall be provided in GEL, the price rates shall include all costs related to service provision and taxes envisaged by Georgian Legislation.

# General description of Service Scope

 WWF Caucasus Programme Office announces a tender for selection the Bidder for provision of Legal and Audit Services within minimum period of one year. The CLIENT reserves the right to conclude the frame contract with more than one service provider. The Description of the required services is defined in RFP form.

# Contract Agreement

The overall duration of the contract shall be minimum 1 (one) year. The CLIENT reserves the right to set a testing period within 3 (three) months during contract conclusion. By the end of testing period WWF will provide feedback, specific case communications on the Bidder’s provided service and make relevant decision accordingly.

If during cooperation no issue revealed total sourcing decision may be considered once again and extended within 2 years (additional one year), if no changes in scope of services and commercial terms.

# Subcontractor

The BIDDER must specify a sub-contractor and the details of all the sub-contracts it proposes to enter into with each of the sub-contractor. The sub-contractor(s) are expected to meet the same standards and quality of work as those required from the BIDDER. The tender participant shall be held responsible for all aspects of work carried out by the sub-contractor(s). The CLIENT has the right to accept or reject any or all sub-contractors, and this acceptance of any sub-contractors shall not relieve the BIDDER of the responsibilities.

# Commercial proposal

The proposed prices shall be provided in GEL, the price shall include all costs related to service provision, taxes envisaged by Georgian Legislation. The Tender participant shall provide price rates as per RFP form.

**The Payment Term**: the payment for the actually performed services shall made based on Invoice and Act of Acceptance, that shall be submitted by the end of each calendar month. The payment shall be made within 10 banking days against the mutually signed Act of Acceptance and relevant invoice.

# EVALUATION PROCESS

 During evaluation process the Tender Committee shall evaluate:

* Company Profile and Experience;
* Qualification and Experience of the assigned Staff;
* Completion and compliance of the Tender Proposal;
* Price Proposal

After the initial revision and evaluation of the proposals, the CLIENT may conduct additional communication with BIDDERS for further clarifications.

# ADDENDUM

In the event the CLIENT is required to issue notifications of changes or corrections to the tender package, such addendums shall be emailed. Each addendum shall contain a notification which requires the BIDDER to sign and include each addendum with the BID. It is mandatory that the CLIENT receives confirmation (email) that the Tender Participant has indeed received the addendum. Failure to comply with the instructions on an addendum may result in rejection of the BID

# DOCUMENTATION ANd Confidentiality

All documents completed based on requirements of the present Tender shall be the property of the CLIENT, and shall not without the consent of the CLIENT be used, reproduced or made available to third parties beyond what is necessary in respect of the fulfilment of the Project

All documents issued and information given to the BIDDER shall be treated as confidential and both the Participant and its Subcontractors are responsible for this confidentiality.

# ADditional Requirements

The Tender participant shall provide additional information and below listed documentation upon additional demand:

* Up to date Extract from the registry;
* Full banking details;
* The organization shall not have financial arrears toward the state budget and
* The organization shall not be in reorganization and liquidation process;
* in case of any court cases Official Statement concerning legal proceedings within the last 3-year period. In case of any court cases the Tender participant shall provide additional information;
* Official Letter from the Bank stating concerning bankruptcy or insolvency (valid)
* Partner List;
* Reference letters;

**ANNEX №1 - REQUEST FOR PRICING FORM**

|  |  |  |
| --- | --- | --- |
| **QTY** | **Unit** | **Description of Services**  |
| 1 | Hour | vis-à-vis and written consultations on Civil, Commercial, Tax, Labour, and other law matters |
| 1 | Hour | Legal expertise of the documentation and recommendations for the solution of various legal issues |
| 1 | Hour | Drafting the by-laws and other internal documents of the organization |
| 1 | Hour | Drafting labor contracts and other docs related to employment |
| 1 | Hour | Legal Expertise and recommendations on labor contracts and other docs related to employment |
| 1 | Hour | Drafting the civil and commercial law contracts |
| 1 | Hour | Legal Expertise and recommendations for the civil and commercial law contracts |
| 1 | Hour | Drafting the letters and other legal documents (except documents related to court proceedings); |
| 1 | Hour | Legal analysis of existing legislation and other domestic and international legal documents; |
| 1 | Hour | Drafting Internal Policies based on WWF standards/ policies in compliance with local legislation |
| 1 | Hour | Legal Expertise and recommendations on internal policies |
|   Where possible Parties shall agree on fixed fee for requested services. In other cases, there shall be an hourly legal service fee pursuant to the rate acceptable for WWF |
| 1 | Hour | Non - exclusive Legal Services Covering Representation in Courts and Arbitral Institutions |
| 1 | Hour  | Labour mitigation issues management (please provide general info on experience for such cases)  |
| 1 | Quarter | EHS Quarterly updates |
| 1 | Month | Legislative bulletins, legal alerts on upcoming legislative changes. |

**Note:** \* No fees will be charged in case of no updates in respective legislation

\*\* When possible proposing fixed fees for requested services. In such cases depending on the complexity of the work actual per hour charges may be lower than above mentioned blended hourly rates.