**Tender for Leasing Office Space in Batumi**

Date: 14 November, 2022

Annex 1 – Declaration of Undertaking

Annex 2 - WWF Fraud and Corruption Prevention and Investigation Policy

# Tender for Leasing Office Space in Batumi

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# INTRODUCTION and overview of the project

The WWF Caucasus Programme Office (Id. Code 203845964) (referred to as the “CLIENT “or “PEA”) is announcing a Tender and inviting suppliers (hereinafter referred to as “SUPPLIER”) to participate in sourcing for Leasing Office Space in Batumi and submit relevant proposals (hereinafter referred to as “PROPOSAL”).

**Project:** “Sustainable Forest Management in Adjara” (Biodiversity and Sustainable Local Development in Georgia, Forestry Component)

**Reference Number:** BMZ-Nr.: 2019 67 827

**Financing:** KfW Development Bank

**General Description and Purpose of the Project:** Adjara’s forests cover 65% of the Autonomous Republic’s territory (Figure 1) and are crucial for maintaining essential ecosystem services: they are home to globally endangered and locally endemic plants and animals, they mitigate the risks and impacts of erosion and avalanches (most of Adjara is characterized by steep slopes and a high level of precipitation); they protect the drinking water of the entire population of Adjara; they are a source of fuel wood for the approximately 75,000 inhabitants that do not have access to, or are unable to pay for gas or other forms of energy for heating and cooking. Out of Adjara’s 180,0001 hectares of forest, 30,000 hectares – 16.7% of the total – are part of Georgia’s national protected areas network and are managed by the Agency for Protected Areas of Georgia; their international importance has been formally recognized by their inscription on the UNESCO World Heritage List in 2021. The 150,000 hectares of forest that are not inside protected areas are the responsibility of the Autonomous Republic and are managed by the Adjara Forest Agency (AFA) – a legal entity of public law established by the Government of Adjara AR. More than 75% of the forest is categorized as protective. The forests are under severe pressure: in particular, unsustainable logging for fuel wood is causing degradation and fragmentation, which reduce the forests’ ability to maintain ecosystem services. The effects of unsustainable forest use are being compounded by more frequent pest and disease events and the negative impacts of climate change.

The purpose of the Project is to provide the AFA with the capacity - in terms of systems, infrastructure, equipment, people, knowledge and skills - to implement the new procedures and at the same time conserve the forests’ biodiversity and maintain their other protective functions in the long term in the face of the increased threats from pests and diseases and the impacts of climate change.

# GENERAL CONDITIONS

1) The participants of the current Tender shall submit the commercial and technical proposal (“PROPOSAL”) based on terms and conditions defined in the present Tender requirements. Proposal shall cover technical terms and conditions, specifications, price proposal and commercial terms.

2) The CLIENT reserves the right to reject or accept any proposal. The PEA reserves the right to proceed with the implementation of Service supply, as described in the Proposal.

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

4) The CLIENT reserves the right to award the proposal based on technical specifications, office conditions, terms of lease, quality, commercial offer and other criteria.

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

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

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

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

9) By submitting a proposal, the Supplier is deemed to have acknowledged all of the undertakings, specifications, terms and conditions, **Declaration of Undertaking** and **WWF Fraud and Corruption Prevention and Investigation Policy** **(Annex 1 and Annex 2)** contained in the present document, and to be bound by them if the Proposal is accepted. All expenses incurred by the participant in connection with the preparation of its proposal are to be borne by the Tender, and the CLIENT shall not incur any obligation whatsoever toward the Supplier regardless of whether such proposal is accepted or rejected.

10) An authorized signing officer must sign all Proposals. The Proposal 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.

11) This Tender is one-stage selection process and submitted Proposal shall include as commercial as technical information.

# Tender PROPOSAL

* 1. Submission of the proposal shall correspond to the instructions below, by submitting the el. Version.
  2. The proposal submission deadline is: 21 November, 2022 by 18:00. The Proposal shall be submitted to the following mail: [procurement@wwfcaucasus.org](mailto: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](mailto:dbichelashvili@wwfcaucasus.org). All questions shall be submitted prior 2 (two) calendar days till expiry of 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 45 (forty-five) calendar days.

# FORMAT of THE Proposal

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

1. General Information about the participant. Extract from the registry/copies of ID documents, Banking Details; General Information about the building (the year of construction, location, number of stories of the building, other offices in the building, parking area, common spaces with other leasers and other as per scope descriptions as defined in below Clause 6);
2. Layout of the building, photos and/or videos;
3. Terms and conditions of renting;
4. Technical Specification and Services of the proposed office space (Air conditioning, Heating, Security Systems, EHS and Fire Safety, IT and Landline Network, Security etc.);
5. Office Space availability for handing over to the CLIENT; prenotice period.
6. Commercial Offer in EURO or USD. Unit price per m² and total price, operation cost per m² if applicable.Deposit amount if applicable, the payment term for the rest monthly leasing period. Fixation of the rent fee terms.
7. The Proposal documentation shall be provided in the English Language.

# General Requirements and INformation to be provided

The Proposal shall be provided considering the below listed requirements:



# OTher Services

The Supplier shall describe general terms and conditions of services, that will be provided during the leasing period.

# Evaluation Process

During Procurement Meeting the evaluation process shall envisage the following criteria:

* Location, Building Conditions, Office Premises
* The Commercial Proposal
* Participant’s Sustainability
* Other Terms and Conditions: Office availability period, pre-notice period,

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

# ADDENDUM

In the event the CLIENT is required to issue notifications of changes or corrections to the proposal package, such addendums shall be emailed. Each addendum shall contain a notification which requires the Supplier to sign and include each addendum with the proposal. 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 Price Proposal.

# DOCUMENTS and confidentiality

All documents completed based on requirements of the present tender/price quotation 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 Supplier shall be treated as confidential.

# additional requirements

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

* Updated extract from the public registry
* The official confirming statements/letters from the relevant services (public registry and revenue services) that:
* reorganization or liquidation of the company is not in process;
* the bankruptcy or financial resolution/assistance procedures are not in progress;
* the company does not have any arrears towards the state budget;
* the legal entity is not imposed by mortgage/the property is not arrested or confined by court decisions;
* the statement by the serving bank that accounts are not arrested and there is no encashment;