



Organization for Security and Co-operation in Europe
MISSION IN KOSOVO

Pristina, 23 March 2018

Subject: Clarification No. 1
RFP No. OMIK/RFP/01/2018 Rental of Premises for the OSCE
Mission in Kosovo Headquarters in Prishtinë/Priština

To Whom It May Concern,

The OSCE Mission in Kosovo (OMIK) having received requests for clarification from potential bidders with regards to RFP No. OMIK/RFP/01/2018 hereby provides the clarifications to the RFP document, and specifically to Annex F, the sample Lease Agreement:

Question 1:

The agreement attached to the RFP (Annex F) serves only as a sample or is it the final agreement that will be presented to the successful tenderer? Are the terms and conditions offered in the agreement negotiable between the parties?

Answer to question 1:

The sample Lease Agreement in Annex F to the RFP is the standard template used by OSCE for all its leased premises. Offerors are advised that although the OSCE prefers to use this template without any significant changes, if there are particular clauses that are of concern to offerors then those clauses should be identified in the proposal and the concern raised and/or an alternate clause proposed.

Question 2:

In section 2.a) Object of the Lease, of the sample Lease Agreement, an inventory is mentioned as a separate annex. Should an inventory be included also as part of the bid for buildings that are under construction as well as for buildings that are already completed?

Answer to question 2:

It is not required to provide an inventory at the time of submitting a proposal. However, bidders may submit an inventory if they wish to do so.

Question 3:

Section 6.b) States “For any period during which the Tenant did not fully occupy the Premises, the rent due shall be pro-rated. The Tenant shall not pay any surcharge or interest for late payments.” Does this mean that during the term of the agreement if

the Tenant temporarily does not use any part of the facility (e.g. holidays, or any other event), then it is not obliged to pay rent for the period of non-use and the rent will be reassessed for that period? Or that if any part of the rented facility is not needed then the agreement will be reassessed?

Answer to question 3:

Section 6.b) refers to the case when the leased property is occupied for only part of a month, generally at the beginning or end of the lease period, but could also occur due to a force majeure event; OR if the facility is not fully available to the Tenant, for example, due to damage, ongoing construction, or repairs, a portion of the building is not useable, then the rent shall be pro-rated for that period of time.

Question 4:

Section 11.a) states “The Landlord shall maintain in good repair and tenantable condition the Premises and the building housing the Premises together with the full technical infrastructure, including but not limited to entrances, public halls, corridors, elevators, stairways, and public toilets and all building systems including without limitation plumbing, electrical and air conditioning systems.” Does this mean that the maintenance of the above points is an obligation of the Landlord and the costs should be included in the commercial (financial) offer?

Answer to question 4:

Yes, the costs mentioned in section 11.a) of the sample Lease Agreement are the responsibility of the Landlord and should be taken into consideration when developing the financial offer.

Question 5:

Section 12.a) states “The Tenant may terminate the Lease at any time, in whole or in part, by giving prior written notice to the Landlord of not less than 90 (ninety) calendar days.” Based on the fact that the agreement offered for the rent of the facility is for a period of 5 years, then is it reasonable for the Tenant to terminate the agreement with a notice of 90 days, when it is known that some of the offered facilities are under construction and to meet/fulfill terms required by the agreement perhaps millions of Euros should be invested. What is the Landlord’s guarantee for the investments made in the facility to make it functional when in the same agreement under 12.e) the Landlord is required to guarantee that in case of a sale or title transfer the “terms and conditions of this Lease shall remain in full force without prejudice to any rights or remedies the Tenant has under this Agreement”?

Answer to question 5:

The OSCE has determined that a 90-day prior written notice period is reasonable. The OSCE, due to the temporary nature of its mandate, cannot offer any guarantee to the Landlord beyond what is stated in the Lease Agreement.

The purpose of section 12.e) of the sample Lease Agreement is to ensure that the OSCE will not be forced to accept different terms and conditions or to move from the premises in the event there is a sale of the property by the Landlord to a new owner.