



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM	DATE: 12 February 2019
	REFERENCE: ENPARD III

Dear Sir / Madam:

We kindly request you to submit your quotation for leasing of premises for CARD center, as detailed in Annex 1 (Technical Specifications) of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **March 8, 2019 12:00 p.m.**, via ☒ *courier mail* or ☒ *hand*
delivered to the address below:

[indicate the deadline for submission]

United Nations Development Programme

21, Aiaaira str., Sukhum/i

Ms. Irina Khvartskia

+7 940 772 2446; irina.khvartskia@undp.org

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline in sealed envelope. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take Note of the following requirements and conditions pertaining to the provision of the abovementioned service:

Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	12:00 p.m, Friday, March 08, 2019
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Certificate issues by the relevant bodies of Real Estate about owners of the premises (eg. purchase contract of sale or other document as evidence of the rights to the property in question); <input checked="" type="checkbox"/> Power of Attorney of the Landlord (owner) of the office premises (or Agent Agreement), if the offer submitted by other private or legal person on behalf of the Landlord; the scanned copy of the Passport of the private person or set of documents of a legal entity acting on behalf of the Landlord <input checked="" type="checkbox"/> Space owner bank account information (Bank title, code, account number) <input checked="" type="checkbox"/> Scanned Passport/s of the space owner/s <input checked="" type="checkbox"/> Plan of the Premises and Photos if available
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Payment Terms	<input checked="" type="checkbox"/> The payment will be made within five calendar days after the end of the calendar month to which the rent payment pertains. According to exiting regulation. Payment will be done in USD by bank transfer according to exiting regulation.
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the Lease Agreement
UNDP will award to:	<input checked="" type="checkbox"/> One Supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Lease Agreement
Special conditions of Contract	Upon its expiration, this Lease Agreement shall be renewable at the option of the UNDP, under the same terms and conditions as are set in the Lease Agreement. UNDP may terminate this Lease Agreement upon giving not less than thirty (30) day's advance written notice to the Lessor. In the event of termination by UNDP the Lessor shall have

	<p>the right to payment of rent only to the date the UNDP vacates the demised Premises.</p> <p>The Lessor must provide one-month notice in advance to UNDP in case of termination of the contract or making any changes to the terms and conditions prior to the expiration of the Lease Agreement duration.</p>
Conditions for Release of Payment	Fixed monthly payments of established rent fee. Such rent shall be payable within five calendar days after the end of the calendar month to which the rent payment pertains. In the event the UNDP's use and occupancy of the demised Premises in for less than a full month, the monthly rent shall be pro-rated.
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Premises Technical Specification (Annex 1)</p> <p><input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).</p> <p>Non-acceptance of the terms of the Lease Agreement shall be ground for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only)	<p><i>Irina Khvartskia</i> <i>21, Aiaaira str., Sukhum/i</i> <i>Irina.khvartkia@undp.org</i> <i>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</i></p>

Rent offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'F. Dispenza', is positioned above the printed name.

Federica Dispenza
UNDP Project Manager

February 12, 2019

Technical Specifications
Leasing of premise for CARD center under the ENPARD project.

No	Criteria	Criteria Description
1	Area	Space offered for rent must be not less than 100 m2 but not more than 120 m2
2	Space Location	The office space should be located in the center of Sukhumi
3	Type of Space	Space may be located in a residential or commercial building – please indicate the floor. In case of a 1 st floor location please confirm existence of a special security items – e.g. metal barred windows, metal doors, etc. A newly renovated space is highly desirable.
4	Pledge and Seizure	Space offered for rent must be free from any kind of pledge and/or seizure liabilities
5	Number and Type of Rooms	Space should be separated (or available for separation or zoning) in three zones (event space, space for training programs and co-working space). It must have at least one bathroom. Kitchen space is highly desirable. It should not require substantive refurbishment or repair.
6	Insulation and Lighting	Rooms should be well lit and should not have insulation problems
7	Air Conditioning and Heating	Air conditioning and heating of the office space should be provided
8	Internet	Internet (wi-fi) access is a must
9	Water and Sewerage System	Water and sewerage network must be functioning properly
10	Utilities Expenses	There must be no debt on utility services at the time of renting
11	Space entry and Basic Security System	Space must have separate/ independent entry that will not be in use of any other individuals. Metal door is required. Security system compliant with the UN security requirements in place (fencing, security lights, access control means, smoke detectors, fire safety equipment)
12	Parking Space	Parking for at least 1 vehicle is highly desirable
13	Furniture	Unfurnished

TABLE 1: Offer Compliant with Technical Specifications and Requirements

No	Description/Specification	Quantity Total Square Meters	Unit price per square meter (USD)	Total Price (USD)
1	Office space rent for CARD center in accordance with Technical Specifications provided in Annex 1			
	Total Final and All-Inclusive Price Quotation			

TABLE 2: Compliance with Premise Technical Specifications Requirements

No	Criteria	Criteria Description	Your response
1	Area	Space offered for rent must be not less than 100 m2 but not more than 120 m2	
2	Space Location	The office space should be located in the center of Sukhumi	
3	Type of Space	Space may be located in a residential or commercial building – please indicate the floor. In case of a 1 st floor location please confirm existence of a special security items – e.g. metal barred windows, metal doors, etc. A newly renovated space is highly desirable.	
4	Pledge and Seizure	Space offered for rent must be free from any kind of pledge and/or seizure liabilities	
5	Number and Type of Rooms	Space should be separated (or available for separation or zoning) in three zones (event space, space for training programs and co-working space). It must have at least one bathroom. Kitchen space is highly desirable. It should not require substantive refurbishment or repair.	
6	Insulation and Lighting	Rooms should be well lit and should not have insulation problems	
7	Air Conditioning and Heating	Air conditioning and heating of the office space should be provided	
8	Communication and Internet	Internet (wi-fi) access is a must	

9	Water and Sewerage System	Water and sewerage network must be functioning properly	
10	Utilities Expenses	There must be no debt on utility services at the time of renting	
11	Space entry and Basic Security System	Space must have separate/ independent entry that will not be in use of any other individuals. Metal door is required. Security system compliant with the UN security requirements in place (fencing, security lights, access control means, smoke detectors, fire safety equipment)	
12	Parking Space	Parking for at least 1 vehicle is highly desirable	
13	Furniture	Unfurnished	

TABLE 3: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Compliance with Special conditions of Contract			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

(Name and Signature of the Supplier's Authorized Person)

(Designation) (Date)

ANNEX 3

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

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The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

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13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

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18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

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LEASE AGREEMENT

between

and

United Nations Development Programme

THIS LEASE Agreement, made and entered into this ____ day of ____ in the year two thousand _____ by and between -----, [whose address is for himself, his heirs, executors, administrators, successors and assignees] [a ----- company duly incorporated under the laws of -----], (hereinafter referred to as "**the Lessor**"), [acting by -- -----, its [title]] and the United Nations Development Programme (hereinafter referred to as "**the UNDP**") acting by _____, its Representative in (hereinafter referred to as "**the country**"), whose address is _____. The Lessor and the UNDP are collectively hereinafter referred to as "**the Parties**".

WITNESSTH:

The Parties hereto, for the mutual considerations herein set forth, hereby agree as follows:

1. The Lessor hereby leases to the UNDP, and the UNDP hires from the Lessor, the [house] [building] known as _____ [on the _____ floor(s) in the building known as _____] [together with appropriate parking space,] in the city of _____ the said [house] [building] and parking space (hereinafter referred to as "the demised Premises"). The Lessor represents and warrants that he/she/it has legal title and rightful ownership of the Premises hereby described more fully as follows:
(If the building is to be shared with other occupants, the following provisions should be included:)

"TOGETHER WITH the use in common with other persons entitled thereto of the entrances to the building, its public halls, corridors, elevators, stairways, and public toilets."

TO BE USED for a ____ office in the country and for such other purposes as the ____ may desire, this Lease Agreement cancelling all other agreements, if any, heretofore entered into between the said Parties relating in any way to the demised Premises.

FOR A TERM beginning _____ and ending _____, or on such earlier date as this Lease Agreement may terminate as herein provided.

2. The UNDP shall pay the Lessor for the demised Premises a rent of _____ for each full month of the term of this Lease Agreement. Such rent shall be payable within five

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calendar days after the end of the calendar month to which the rent payment pertains. In the event the UNDP's use and occupancy of the demised Premises is for less than a full month, the monthly rent shall be pro-rated.

(If the above standard provision is changed and, in particular, if the rent is to be paid in advance after the provisions of the UN financial rule 125.11 have been satisfied, the following shall be added at the end of this Paragraph 2 to read as follows:

"The Lessor shall issue a standby irrevocable letter of credit (or give a bank guaranty or other form of guarantee) acceptable to the UNDP to the benefit of the UNDP."

3. The UNDP shall take good care of the demised Premises and the fixtures and appurtenances therein reasonable wear and tear excepted.

4. The Lessor represents that the demised Premises **[other than the parking space]** may lawfully be used for the UNDP office and other purposes, if any, expressly set forth in this Lease Agreement, and covenants and agrees that the UNDP shall peaceably and quietly have, hold and enjoy the demised Premises for the term above- mentioned without any unlawful interruption or disturbance.

5. Upon its expiration, this Lease Agreement shall be renewable at the option of the UNDP, under the same terms and conditions as are set forth herein.

(If the Lessor is agreeable to renewing the Lease Agreement on the same terms and conditions except for the monthly rent then the following provisions should be added to the end of Paragraph 5:)

", except for the rent which shall be adjusted within agreed limits on the basis of the rate of increase or decrease of the official consumer price index in(city)..... or such other index as the Parties may agree."

6. UNDP may terminate this Lease Agreement upon giving not less than thirty (30) day's advance written notice to the Lessor. In the event of termination by UNDP, the Lessor shall have the right to payment of rent only, to the date the UNDP vacates the demised Premises.

7. In the event of a sale or transfer of title or the creation of a mortgage or any other encumbrances affecting the demised Premises, the Lessor warrants that the Lease terms and conditions shall remain in full force without prejudice to any rights or remedies the UNDP have hereunder, including but not limited to, the right to enjoy and use the demised Premises until its date of expiry as provided in this Lease Agreement, or any extension or renewal thereof.

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8. The Lessor undertakes to furnish, at no additional cost to the UNDP, the services described in Annex A hereto.

9. The Lessor undertakes full and sole responsibility for the payment of all taxes and for any other charges of a public nature which are or may be assessed in the future against the demised Premises.

10. The Lessor undertakes to maintain the demised Premises [and the building, including its entrances, public halls, corridors, elevators, stairways, and public toilets] in good repair and tenantable condition, including repainting and/or repairing at intervals of two years and when their condition warrants earlier attention. For this purpose, and subject to the UNDP's agreement, the Lessor shall have the right upon reasonable prior notice to the UNDP, and at reasonable times, to enter, inspect and make any necessary repairs to the demised Premises, and may enter the demised Premises forthwith whenever reasonably necessary to make urgent, emergency repairs.

11. The Lessor undertakes and agrees to maintain the sidewalks of the [house] [building] in proper condition and free [of ice, snow and] any obstruction, and to accept all responsibility in connection therewith.

(If the building is to be shared with other occupants, the following paragraph should be included:)

"12. The Lessor undertakes that other parts of the building shall not be let or used for any illegal purpose or for gambling, and to take into account that the UNDP is a tenant in the building."

13. (a) The UNDP shall have the right to make alterations, attach fixtures, install protection films on windows, install permanent walls, and erect additions, structures, and signs in or upon the demised Premises, and to affix a flagstaff and office signs and insignia outside the [house] [building] and on the demised Premises provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants in the building. Such fixtures, additions, or structures so placed in or upon or attached to the demised Premises shall be and remain the property of the UNDP and may be removed therefrom by the UNDP prior to or within a reasonable time after the term of this Lease Agreement expires or is terminated in accordance herewith;

(b) Where minor alterations, renovations or additions are made on the demised Premises, the UNDP, at the request of the Lessor, shall restore the demised Premises to the same condition as that existing at the time of entering upon the same under this Lease Agreement, reasonable wear and tear and damage by the elements or by circumstances over which the ___ has no control, excepted. If the Lessor requires such restoration, the Lessor shall give written notice thereof to the UNDP not less than thirty days before the expiration or termination of this Lease Agreement.

(c) Where, with the prior written consent of the Lessor, major alterations, renovations or additions are made on the demised Premises, the UNDP shall not be under any

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obligation to restore the demised Premises to the state and conditions existing prior to entering upon the same under this Lease Agreement. Such consent shall be set forth in writing and shall contain provisions on the amortization or compensation of the expenses either through offsetting the expenses against rental payments, or payment for their fair market value.

14. The UNDP shall not transfer, assign or sublet the demised Premises or any part thereof, except to other units, organs or bodies of the United Nations or Specialized Agencies within the United Nations system, without the written consent of the Lessor, which consent shall not, however, be unreasonably withheld, and when given to a transfer or assignment, said consent shall have the legal effect of releasing and discharging the UNDP from its obligations under this Lease Agreement as of the date of the transfer or assignment.

15. Should the [house] [building] or any part thereof be damaged by fire or any other cause, this Lease Agreement shall, in case of total destruction of either the [house] [building] or the demised Premises, or upon either the [house] [building] or the demised Premises being rendered unfit for further tenancy or for use by the UNDP, immediately terminate this Lease Agreement notwithstanding Paragraph 6, and, in case of partial destruction or damage of either the [house] [building] or the demised Premises, shall terminate at the option of the UNDP upon giving notice in writing to the Lessor within thirty days after such fire or partial destruction or damage. In the event of termination of this Lease Agreement under this paragraph, no rent shall accrue to the Lessor after such total or partial destruction or damage. Should the UNDP elect to remain on the demised Premises rendered partially untenable, it shall have the right to a proportionate rebate or reduction of the rent payments. In such circumstances, the Lessor shall promptly undertake the repairs or permit the UNDP to undertake the repairs at the expense of the Lessor. Such permission shall be set forth in writing and shall contain a provision authorizing the UNDP to offset the expenses incurred on Lessor's behalf against the monthly rent.

(Where rent is paid in advance, the following sentence should be added at the end of Article 15).

Where rent is paid in advance and UNDP decides to vacate the premises following such total or partial destruction or damage, the Lessor shall refund the remaining pro-rated rental amount upon UNDP's vacation of the Premises.

16. In the event of interruption or curtailment, whether due to strikes, mechanical difficulties or other causes, of any service maintained or required to be maintained in the [house] [building], or the demised Premises, the Lessor undertakes to take such measures as may be necessary in the circumstances to restore the service without undue delay. The UNDP shall have the right to a proportionate abatement of rent during the period of such interruption or curtailment.

17. In the event the Lessor fails to substantially fulfil any of the terms and conditions of this Lease Agreement, and without prejudice to any other remedy which the UNDP may have for such failure, the UNDP shall have the right either to terminate this Lease Agreement without prior notice and/or, at its option, to take any other measures which it may deem necessary, to

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establish the conditions contemplated by this Lease Agreement and at the entire cost and expense of the Lessor.

(If advance payment is made, the following paragraph should be added.)

"18. Without prejudice to any other rights available to the against the Lessor, and notwithstanding any provision of this Lease Agreement to the contrary, should this Lease Agreement be terminated for any reason prior to the ending date set forth in Paragraph 1 or any extension thereof, the Lessor shall refund to the UNDP the balance of any advance payment after having deducted the rent corresponding to the period of the UNDP's actual occupancy of the demised Premises. Such refund shall be affected on the date the UNDP vacates the demised Premises."

19. The Lessor undertakes to provide and maintain at its own cost public liability insurance which shall hold the UNDP harmless, and name the UNDP as additional insured, from claims against it as occupant of the demised Premises, and the Lessor shall provide the UNDP with proof that such insurance has been obtained and remains in effect.

20. (a) The Lessor shall keep the demised Premises insured for all risks, including fire, explosion, civil strife, as well as earthquake, flood or other natural phenomenon, under a comprehensive policy taken out with an insurance company acceptable to the UNDP, and shall make known to such insurance company the use to which the building will be put by the UNDP.

(b) The Lessor shall obtain, for each policy of each insurance, provisions providing for a waiver of subrogation of the Lessor's rights to the insurance carrier against the UNDP.

(c) The UNDP shall be responsible for the insurance of its own property, equipment and furnishings in the demised Premises.

(d) The Lessor shall be responsible for satisfying any tort claims by third parties for personal injury, loss, illness, death or damage to their property occurring on or about the demised Premises and attributable to the acts or omissions of the Lessor or of its servants or agents, and shall hold the UNDP harmless against such claims.

(e) The UNDP shall be responsible for dealing with any tort claims by third parties for personal injury, loss, illness, death or damage to their property arising from its occupation and use of the demised Premises. The Lessor acknowledges and agrees that the UNDP shall self-insure against such risks.

21. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Lease Agreement or the breach, termination or invalidity thereof through negotiation, conciliation or other modes of amicable settlement. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall be undertaken in accordance with the UNCITRAL Conciliation Rules then obtaining. If the

Lessor's Initials

UNDP's Initials

Parties fail to resolve the dispute, controversy or claim amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, either party shall submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy or claim.

22. Nothing contained in this Lease Agreement shall be deemed a waiver, express or implied, of any immunity from suit or legal process, or of any privilege, exemption or other immunity enjoyed by the UNDP, whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other Convention, law or decree of an international or national character or otherwise.

23. The Lessor undertakes to pay the stamp duties for and the taxes or levies on this Lease Agreement, if any.

24. This Lease Agreement has been prepared in ____ Paragraphs and ____ Annexes, which are integral part of this Lease Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto subscribed their names as of the date first above written.

Mr./Ms.
Title
Lessor

Date

Mr./Ms.
Title
United Nations Development Programme

Date

Annex A

Services to be provided by the Lessor at no additional cost to the UNDP referred to under Paragraph 8 of the Lease Agreement.

- (1) Adequate heat or air conditioning, during the appropriate seasons, on official UNDP working days from 8:00 a.m. to 7:30 p.m.;
- (2) Hot and cold water for lavatory purposes;
- (3) Cleaning services, adequate to maintain the demised Premises in a condition and at a standard of cleanliness appropriate for the use for which they are intended by the UNDP;
- (4) Light and electricity;
- (5) Rubbish disposal;
- (6) Toilet facilities, including necessary sewage facilities;
- (7) Provision for access to the demised Premises on all days and at all times and hours, whether business days or hours or otherwise;
- (8) All facilities and services which it makes available generally to tenants in the building.