



INVITATION TO BID

ITB No.BLR/857/2016

**Lease of Office Premises for United Nations Development Programme
Projects in Belarus**

Republic of Belarus



**United Nations Development Programme
August, 2016**

Section 1. Letter of Invitation

UNDP in Belarus
31 August, 2016

ITB No.BLR/857/2016 for the Lease of office premises for United Nations Development Programme projects in Belarus

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Contract to be Signed including Terms and Conditions
- Annex 1 - Checklist for Submission of Bidding Documents

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with the Section 2 **on or before 13.00 hours (Minsk time) on September 14, 2016.**

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme in Belarus
tenders.by@undp.org
Attention: *Mr. Sergei Bobrovskih*
Ref: ITB No.BLR/857/2016

The letter should be received by UNDP no later than **September 05, 2016**. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

A pre-Bid conference will be held on **September 06, 2016 at 11.00 hours (Minsk time)** at the address: **6th Floor, 17, Kirova Str., Minsk, Republic of Belarus**. Attendance of authorized prospective

Bidders' representatives is encouraged. The prospective Bidders' representatives may submit notification of their intention to attend the pre-bid conference till September 05, 2016.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Ekaterina Paniklova
Deputy Resident Representative

Section 2: Instruction to Bidders

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *“Supplemental Information to the ITB”* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;

5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and

6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

9.1 Bid Submission Cover Letter Form (see ITB Section 4);

9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);

9.3 Technical Bid (see prescribed form in ITB Section 6);

9.4 Price Schedule (see prescribed form in ITB Section 7);

9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form

in ITB Section 8);

9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data**

Sheet. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the

country of origin, use or dual use nature of the goods or services, including any disposition to end users;

- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP’s variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced

separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or

- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) submit another Bid, either in its own capacity; nor
- b) as a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be

considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

- 23.1 The Technical Bid and the Price Schedule **must** be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :
- a) Bear the name of the Bidder;
 - b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
 - c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

- 23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must

ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal

notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.3 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.1. Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.2. Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest

price offer.

- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or

exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> .

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

| DS No. | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|--------|----------------------------|---|--|
| 1 | | Project Title: | United Nations Development Programme projects in Belarus |
| 2 | | Title of Goods/Services Required: | Lease of office premises for United Nations Development Programme projects in Belarus |
| 3 | | Country: | Republic of Belarus |
| 4 | C.13 | Language of the Bid: | <input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Russian |
| 5 | C.20 | Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements: | <input checked="" type="checkbox"/> Not allowed |
| 6 | C.20 | Conditions for Submitting Alternative Bid | <input checked="" type="checkbox"/> Shall be considered. A Bidder may submit an alternative Bid, but <u>only if</u> it also submits a Bid that meets the base case (i.e., what is originally required by UNDP in this ITB). UNDP shall only consider the alternative bid offered by the Bidder who's Bid for the base case was determined to be a responsive Bid that offers the lowest price |
| 7 | C.22 | A pre-Bid conference will be held on: | September 06, 2016 at 11.00 hours (Minsk time) <u>Place:</u> UNDP in Belarus <u>Address:</u> 6 th Floor, 17, Kirova Str., Minsk, 220050, Republic of Belarus. Attendance of authorized prospective Bidders' representatives is encouraged. The prospective Bidders' representatives may submit notification of their intention to attend the pre-bid conference till September 05, 2016 at the fax number and/or e-mail |

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| | | | address under DS No. 17 below |
| 8 | C.21.1 | Period of Bid Validity commencing on the submission date | <input checked="" type="checkbox"/> 90 days |
| 9 | B.9.5 C.15.4 b) | Bid Security | <input checked="" type="checkbox"/> Not required |
| 10 | B.9.5 | Acceptable forms of Bid Security | N/A |
| 11 | B.9.5 C.15.4 a) | Validity of Bid Security | N/A |
| 12 | | Advanced Payment upon signing of contract | <input checked="" type="checkbox"/> Not allowed |
| 13 | | Liquidated Damages | <input checked="" type="checkbox"/> Will be imposed under the following conditions: <i>Percentage of contract price per day of delay of the office premises lease: 0.1</i> <i>Max. no. of days of delay: 30</i> <i>Next course of action: Cancel Lease Agreement</i> |
| 14 | F.37 | Performance Security | <input checked="" type="checkbox"/> Not Required |
| 15 | C.17 C.17.2 | Preferred Currency of Bid and Method for Currency conversion | <input checked="" type="checkbox"/> United States Dollars (US\$) <input checked="" type="checkbox"/> Euro <input checked="" type="checkbox"/> <i>New Belarusian Rubles (BYN)</i> <i>Reference date for determining UN Operational Exchange Rate: Bid opening date</i> |
| 16 | B.10.1 | Deadline for submitting requests for clarifications/questions | Five (5) days before the bid submission deadline |
| 17 | B.10.1 | Contact Details for submitting clarifications/questions | <u>Focal Person in UNDP: Mr. Sergei Bobrovskih</u> <u>Address: UNDP in Belarus, 6th floor, 17, Kirova str., Minsk, 220050, Republic of Belarus;</u> <u>Fax No.: +375 (17) 226-03-40;</u> <u>E-mail address dedicated for this purpose:</u> tenders.by@undp.org |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information | <input checked="" type="checkbox"/> Direct communication to prospective Bidders by email |

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| | | to the ITB and responses/clarifications to queries | or fax, and posting on the website: http://procurement-notice.undp.org/ , http://www.by.undp.org/content/belarus/en/home/operations/procurement/ |
| 19 | D.23.3 | No. of copies of Bid that must be submitted | Original: One (1) Copies: One (1) |
| 20 | D.23.1 b) D.23.2 D.24 | Bid submission address | UNDP in Belarus 6th floor, 17, Kirova str., Minsk, 220050, Republic of Belarus |
| 21 | C.21.1 D.24 | Deadline of Bid Submission | <u>Date:</u> September 14, 2016 <u>Time:</u> 13.00 hours (Minsk time) |
| 22 | D.23.2 | Manner of Submitting Bid | <input checked="" type="checkbox"/> Courier/Hand Delivery |
| 23 | D.23.2 D.26 | Conditions and Procedures for electronic submission and opening, if allowed | N/A |
| 24 | D.23.1 c) | Date, time and venue for opening of Bid | <u>Date:</u> September 14, 2016 <u>Time:</u> 14.30 hours (Minsk time) <u>Venue:</u> UNDP in Belarus, 6th floor, 17, Kirova str., Minsk, 220050, Republic of Belarus |
| 25 | | Evaluation method to be used in selecting the most responsive Bid | <input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive bid |
| 26 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only) | <input checked="" type="checkbox"/> Documentary evidence that the Bidder is established as a legal entity (copy of registration certificate; copy of passport for an individual); <input checked="" type="checkbox"/> Documentary evidence issued by the Uniform State Register of Real Estate about owners of the premises, and about lack of restrictions on the rights of the owners on the premises (certificate that the premises are not under encumbrance and are not exposed to any other restrictions - original); <input checked="" type="checkbox"/> Documentary evidence of the right of the Bidder to conclude the lease agreement (in the case of economic management, trust management, etc); <input checked="" type="checkbox"/> Documentary evidence of the economic and financial viability of the Bidder (Bankers certificate about |

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| | | | <p>economic/financial viability of the Bidder; Tax Inspection no debt certificate – originals);</p> <p><input checked="" type="checkbox"/> Information on similar contracts and contact details of the clients (as per i. 1.3 Section 6);</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report (if available) for 2015</p> |
| 27 | | Other documents that may be Submitted to Establish Eligibility | <p><input checked="" type="checkbox"/> Written confirmation authorizing the signatory of the bid to commit the Bidder (Power of Attorney or relevant extract of Bidder's Charter);</p> <p><input checked="" type="checkbox"/> Power of Attorney of the landlord of the office premises (or Agent Agreement) to submit a bid if the bid is to be submitted in behalf of the landlord</p> |
| 28 | C.15 | Structure of the Technical Bid and List of Documents to be Submitted | <p>Technical bid should be prepared and documents submitted as per Section 2, Clause 15 (Instruction to Bidders), and as per Section 3 requirements:</p> <p><input checked="" type="checkbox"/> Documents confirming qualification of Bidders (as per DS No.26 of the Data Sheet);</p> <p><input checked="" type="checkbox"/> Layout of the office premises offered for lease;</p> <p><input checked="" type="checkbox"/> Detailed description of the qualitative characteristics of the office premises offered for lease as per the Section 6 format;</p> <p><input checked="" type="checkbox"/> Documentary evidence of the technical parameters of the office premises offered for lease (data from the technical certificate for the premises, layouts and explications, technical characteristics of the engineering and technical systems of the premises (power supply, heating, water supply, fire fighting, low-current systems, air exhaust and air conditioning, sewage, access control system (ACS), video monitoring, vertical transport, etc);</p> <p><input checked="" type="checkbox"/> Documentary confirmation that the offered premises can be used as office.</p> <p>In addition, please provide documents and data listed under Section 6 Technical Bid Form. Please use Checklist for Submission of Bidding Documents (Annex 1) for determining the documents to be submitted</p> |
| 29 | C.15.2 | Latest Expected date for commencement of Contract | <i>1 November, 2016</i> |
| 30 | C.15.2 | Maximum Expected duration of contract | <i>One (1) year with possibility of extension for another two (2) years</i> |

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| 31 | | UNDP will award the contract to: | <input checked="" type="checkbox"/> One Bidder only |
| 32 | F.34 | Criteria for the Award and Evaluation of Bid | <p><u>Award Criteria</u></p> <p><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Requirements</p> <p><input checked="" type="checkbox"/> Compliance on the following qualification requirements:</p> <p><u>Bid Evaluation Criteria</u></p> <p><input checked="" type="checkbox"/> Compliance of Bid to qualification requirements of the ITB document;</p> <p><input checked="" type="checkbox"/> Compliance of the offered office premises to functional and administrative requirements of UNDP;</p> <p><input checked="" type="checkbox"/> Compliance of the offered premises to security and safety requirements of UNDP;</p> <p><input checked="" type="checkbox"/> Compliance of Bid to the Technical requirements set in the ITB;</p> <p><input checked="" type="checkbox"/> Current ratio is not less than 1.0. If the ratio is less than 1, UNDP will verify financial stability/strength of the Bidder and has the authority to seek references from concerned parties and banks on the Bidder’s financial standing. UNDP shall have the right to reject any bid submitted by a Bidder proved to be not financially stable as a result of the verification of the Bidder’s financial stability/strength;</p> <p><input checked="" type="checkbox"/> Compliance of Bid to the pricing conditions set in the ITB;</p> <p><input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid</p> |
| 33 | E.29 | Post qualification Actions | <p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the Bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Physical inspection of the premises offered for lease;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or any other entity that may have done business with the Bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference check with other previous clients on the quality of performance of ongoing or previous contracts completed</p> |

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| | | | <input checked="" type="checkbox"/> Checking of compliance of the office premises security and safety systems to the requirements of UNDP by UNDP specialist |
| 34 | | Conditions for Determining Contract Effectivity | <input checked="" type="checkbox"/> Confirmation of the rent of office premises by the Ministry of Foreign Affairs of the Republic of Belarus. The documents for confirmation of the rent of office premises will be submitted by UNDP; <input checked="" type="checkbox"/> Signature of contract by both parties |
| 35a | | Other Information Related to the ITB | <input checked="" type="checkbox"/> The standard UNDP Lease Agreement will be concluded with the successful Bidder (Section 8); <input checked="" type="checkbox"/> The long term agreement for the rent of the office premises will be concluded for the period of 1 (one) year, with possibility of extension for another two (2) years, in case of satisfactory fulfilment of obligations by the Lessor; <input checked="" type="checkbox"/> The payment will be done on a monthly basis upon completion of services. Payment terms: bank transfer <input checked="" type="checkbox"/> The rent payment for another two (2) years, if Lease Agreement is extended, may be decreased as the Parties may agree |
| 35b | | Other Information Related to the ITB | Marking of Bids: FROM: Bidder's name and address; ATTENTION: UNDP in Belarus, Procurement Unit; ITB No.: BLR/857/2016 "Lease of office premises for United Nations Development Programme projects in Belarus" "DO NOT OPEN BEFORE 14.30 HOURS (MINSK TIME) ON SEPTEMBER 14, 2016" |

Section 3: Schedule of Requirements and Technical Specifications

SCHEDULE OF REQUIREMENTS

PURPOSE:

Rent of office premises in Minsk for the United Nations Development Programme projects in Belarus for one (1) year with possible extension for another two (2) years in case of satisfactory fulfilment of obligations by the Lessor.

GENERAL REQUIREMENTS TO THE LESSOR:

1. Should be a legal entity or an individual in the country of registration;
2. Should have the legal right to conclude the lease agreement.

TECHNICAL SPECIFICATIONS

The data in the "Technical requirements" column of the table below shall be read in conjunction with the Schedule of Requirements above.

| TECHNICAL REQUIREMENTS TO THE PREMISES OFFERED FOR LEASE (Premises offered for lease – one or several offices/rooms located in the same building or a detached building): | |
|--|--|
| Building: | The building with office premises offered for lease must be in good condition and must be adopted for the needs of persons with disabilities; all technical and engineering systems of the building must be in working condition and must function with no interruptions ¹ . |
| Location: | <ul style="list-style-type: none">• Within 3 km distance from 17, Kirova str., Minsk².• Within walking distance to the public transportation stops. |
| Class of premises offered for lease: | <ul style="list-style-type: none">• At least Class B (or equivalent). |
| Requirements to premises offered for lease: | <ul style="list-style-type: none">• Location: Separate (isolated) premises on the same floor or a detached building;• Effective space (space for 55 - 60 workplaces and area for conducting conferences and meetings) of premises offered for lease shall be not less than 420m² (sanitary rooms, corridors, technical rooms and other auxiliary space excluded);• Auxiliary space of premises offered for lease may include sanitary rooms, corridors, technical rooms and other auxiliary premises;• Office premises offered for lease can be separate rooms divided by partition walls (rooms-and-corridor type) and also single-space premises of "open space" type fit for installation of partitions;• Office premises offered for lease must be in good condition (finishing works completed, do not require repairs). |

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| Additional requirements to premises divided by partition walls (rooms-and-corridor type): | <ul style="list-style-type: none"> • Effective space (space for 55 - 60 workplaces, one conference-hall 45-55m² and one meeting room) of premises offered for lease: not less than 420m² (sanitary rooms, corridors, technical rooms and other auxiliary space excluded); • Number of separate office rooms: not less than 12; • Condition of premises: finishing works completed, do not require repairs. Absence of unpleasant odors, up-to-date sanitary equipment and engineering and communications systems. Air conditioning shall be provided in each office room; |
| Additional requirements to premises of “open space” type (single-space premises): | <ul style="list-style-type: none"> • Effective space (space for 55 - 60 workplaces and area for conducting conferences and meetings) of premises offered for lease: not less than 420m² (sanitary rooms, corridors, technical rooms and other auxiliary space excluded); • Feasibility of installing partitions and arranging 12 separate rooms; • Installation of partitions in the premises offered for lease of “open space” type for the arrangement of 12 separate rooms shall be done by the Lessor at the Lessor’s cost and air conditioning shall be provided in each of 12 separate rooms; • Condition of premises: finishing works completed, do not require repairs. Absence of unpleasant odors, up-to-date sanitary equipment and engineering and communications systems. |
| Lighting: | Daylight (sufficient number of windows to allow for natural light) and lamplight in the evening in each room. |
| Heating and air conditioning: | <ul style="list-style-type: none"> • Central heating; • Air conditioning in all effective space. |
| Telephone lines: | <ul style="list-style-type: none"> • Not less than 10 Public Telephone Network (PTN) lines and extension option; • 65 - 70 phone sockets with internal phone ATE numbers (if not available the required number of sockets is to be installed by the Lessor at the Lessor’s cost). |
| Tap water supply, sewage: | Not less than 2 sanitary rooms (each must be equipped with toilet sink and wash sink, uninterrupted cold and hot water supply, at least one sanitary room should be accessible for persons with disabilities). |
| Power supply: | Standard electric lines (220 V) with protected automatic switches, sufficient capacity and number of sockets to support 55 - 60 workplaces and not less than 10 laser MFU (peak power consumption of each MFU is up to 2 kW). |
| Internet: | Optic-fiber (or equivalent) Internet access connection and provision of bandwidth not less than 50/50 Mb/s. |

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| Local Area Network (LAN): | Installed LAN system (68 – 70 ports to connect devices at 1 Gb/s) with possibility of extension (if not available the required number of ports is to be installed by the Lessor at the Lessor's cost). |
| Parking: | <ul style="list-style-type: none"> • Availability of public parking at a walking distance from the office premises offered for lease; • Availability of the office parking under security surveillance and reservation of not less than 5 parking lots. |
| Lift: | If premises offered for lease are located above the ground floor (first floor and higher), the building must be equipped with the lift fit for the use of persons with disabilities. |
| Maintenance and service: | Lessor should be able to provide maintenance of utility systems (electricity, sewage, water supply) heating and air conditioning inside the premises offered for lease, including effective response system during the utilities interruption. |
| Special security and safety requirements: | <ul style="list-style-type: none"> • Building (office premises offered for lease) must be equipped with efficient certified fire alarm system having requisite number of smoke detectors, fire extinguishers, supply and exhaust ventilation, fire extinguishing system, smoke removal system, evacuation warning system, burglar alarm system. Installed video control system is desired; • Entrance door and emergency exit door must be securely locked (preferably with "smartlock", code or electromagnetic locks); emergency exit door must be equipped with "panic release handle" mechanism; • Free (unblocked) access to the emergency exit; • Emergency exit is to be properly marked; emergency evacuation exit must be properly marked and direction indicators to the emergency exits and floor plans with directions to emergency exit must be provided; • Emergency lighting; • Secure locks on windows and balcony doors (if there is a balcony in the premises); • Controlled access to the building for external public (levels of control, e.g., may pass freely, shall be stopped by the security and pass after confirmation of the visit, etc.); • If the office premises offered for lease are on the ground or the last floor at least one of the following conditions must be met: <ul style="list-style-type: none"> a) anti-burglar bars or rolls on windows; b) burglar alarm on windows; c) 24/7 security control; • Access to the premises offered for lease: 24/7. |

1. Technical parameters of the office premises offered for lease (data from the technical certificate for the premises, layouts and explications, technical characteristics of the engineering and technical systems of the premises (power supply, heating, water supply, fire-fighting, low-current systems, air exhaust and air conditioning, sewage, access control system (ACS), video monitoring, vertical transport, etc and also the layout of the premises shall be submitted by the Bidder as part of its Bid.

2. Premises offered for lease located at a distance exceeding 3 km may be considered provided all bids offering premises for lease located at a distance within 3 km from 17, Kirova str., are rejected as technically non-responsive.

Inspection of the office premises offered for lease:

* UNDP shall inspect the office premises offered for lease (physical inspection) before the award of contract. UNDP reserves the right to reject any bid by the results of such inspection in the case of revealed non-conformities of the Bid with the ITB requirements.

* Compliance of the office premises and its security and safety systems to the requirements of UNDP will be checked and certified by UNDP specialist.

Desired conditions:

1. Availability in the building of the storage area of 50-60m², offered for lease.
2. Availability in the building of a conference-hall (50 – 80 seats) to rent hourly.

Section 4: Bid Submission Form¹

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

[insert: Location, Date]

To: **UNDP in Belarus**

Dear Sir/Madam:

We, the undersigned, hereby offer the office premise for lease in accordance with your *Invitation to Bid No.BLR/857/2016 dated 31 August, 2016*. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for **90 days**.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Yours sincerely,

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this form with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form²

Date: *[insert date (as day, month and year) of Bid Submission]*

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| | | |
|--|---------------------------------|--------------------------------------|
| 1. Bidder's Legal Name <i>[insert Bidder's legal name]</i> | | |
| 2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i> | | |
| 3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i> | | |
| 4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7.Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years: | | |
| 10. Latest Credit Rating (Score and Source, if any): | | |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.) for the last three (3) years, indicating current status and outcomes, if already resolved: | | |
| 12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> | | |
| 13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? (Y / N): | | |

² The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this form with your corporate seal, if available]

Joint Venture Partner Information Form (if Registered)³

Date: *[insert date (as day, month and year) of Bid Submission]*

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| | | |
|---|---------------------------------|---------------------------------------|
| 1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i> | | |
| 2. JV's Party legal name: <i>[insert JV's Party legal name]</i> | | |
| 3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i> | | |
| 4. Year of Registration: <i>[insert Party's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contracts for the past five (5) years: | | |
| 10. Latest Credit Rating (Score and Source, if any): | | |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.) for the last three (3) years, indicating current status and outcomes, if already resolved: | | |
| 12. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i> | | |
| 13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? (Y / N): | | |
| 14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law | | |

³ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this form with your corporate seal, if available]

Section 6: Technical Bid Form⁴

ITB No.BLR/857/2016 for the

Lease of office premises for United Nations Development Programme projects in Belarus

| | |
|---|--|
| Name of Bidding Organization / Firm: | |
| Country of Registration: | |
| Name of Contact Person for this Bid: | |
| Address: | |
| Phone / Fax: | |
| Email: | |

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide confirmation of absence of debt obligations (Tax Inspection no debt certificate, Bankers certificate about economic/financial viability).

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the **last three (3) years which are related or relevant to those required for this Contract (at least 2 contracts).**

| Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) |
|-----------------|--------|----------------|--------------------|--------------------------------|--------------------------|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

This section should demonstrate the Bidder's responsiveness to the requirements by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential

⁴ Technical Bids not submitted in this format may be rejected.

performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements.

2.1. Premises parameters: Please provide a detailed description of the premises and services to be offered, indicating clearly how they comply with the technical requirements of ITB Section 3.

| Technical characteristics as per Technical Requirements of Section 3 | Characteristics of the premises offered for lease, conformity of the premises and services offered with Technical Requirements of Section 3 |
|--|---|
| 1. Building: | <i>Please indicate the year of construction, main parameters of the building (number of floors, wall and floor material), and, desirably, main tenants:</i> |
| 1.1. The building with office premises offered for lease must be in good condition and must be adopted for the needs of persons with disabilities; all technical and engineering systems of the building must be in working condition and must function with no interruptions; | <i>Please indicate building condition (dilapidation/structural change, if any, condition of technical and engineering systems), accessibility and adaptability to the needs of persons with disabilities:</i> |
| 2. Location: | <i>Please indicate address of the building:</i> |
| 2.1. Within 3 km distance from 17, Kirova str., Minsk; | <i>Please indicate the approximate distance from 17, Kirova str., Minsk:</i> |
| 2.2. Within walking distance to the public transportation stops; | <i>Please indicate types of public transportation and availability of stops within walking distance:</i> |
| 3. Class of premises offered for lease: At least Class B (or equivalent); | <i>Please indicate class of premises offered for lease:</i> |
| 4. Requirements to premises offered for lease: | - |
| 4.1. Location: separate (isolated) premises on the same floor or a detached building; | <i>Please indicate whether the offered premises are arranged in a separate (isolated) block/section of floor and the floor number or it is a detached building:</i> |
| 4.2. Effective space (space for 55 - 60 workplaces and area for conducting conferences and meetings) of premises offered for lease shall be not less than 420m ² (sanitary rooms, corridors, technical rooms and other auxiliary space excluded); | <i>Please indicate the effective space:</i> |
| 4.3. Auxiliary space of premises offered for lease may include sanitary rooms, corridors, technical rooms and other auxiliary premises; | <i>Please indicate auxiliary space area and its composition:</i> |
| 4.4. Office premises offered for lease can be separate rooms divided by partition walls (rooms-and-corridor type) and also single-space premises of "open space" type fit for installation of partitions; | <i>Please indicate type of premises offered for lease:</i> |

| | |
|---|--|
| 4.5. Office premises offered for lease must be in good condition (finishing works completed, do not require repairs); | <i>Please indicate condition of premises offered for lease:</i> |
| 5. Additional requirements to premises divided by partition walls (rooms-and-corridor type): | - |
| 5.1. Effective space (space for 55 - 60 workplaces, one conference-hall 45-55m ² and one meeting room) of premises offered for lease: not less than 420m ² (sanitary rooms, corridors, technical rooms and other auxiliary space excluded); | <i>Please confirm compliance with the requirements and indicate the effective space:</i> |
| 5.2. Number of separate offices (rooms): not less than 12; | <i>Please indicate the number of separate offices:</i> |
| 5.3. Condition of premises: finishing works completed, do not require repairs. Absence of unpleasant odors, up-to-date sanitary equipment and engineering and communications systems. Air conditioning shall be provided in each office room; | <i>Please describe briefly condition of premises and confirm compliance with the requirements:</i> |
| 6. Additional requirements to premises of "open space" type (single-space premises): | - |
| 6.1. Effective space (space for 55 - 60 workplaces and area for conducting conferences and meetings) of premises offered for lease: not less than 420m ² (sanitary rooms, corridors, technical rooms and other auxiliary space excluded); | <i>Please confirm compliance with the requirements and indicate the effective space:</i> |
| 6.2. Feasibility of installing partitions and arranging 12 separate rooms; | <i>Please indicate feasibility of installing partitions and arranging 12 separate rooms:</i> |
| 6.3. Installation of partitions in the premises offered for lease of "open space" type for the arrangement of 12 separate rooms shall be done by the Lessor at the Lessor's cost and air conditioning shall be provided in each of 12 separate rooms; | <i>Please confirm compliance with the requirements:</i> |
| 6.4. Condition of premises: finishing works completed, do not require repairs. Absence of unpleasant odors, up-to-date sanitary equipment and engineering and communications systems; | <i>Please describe briefly condition of premises and confirm compliance with the requirements:</i> |
| 7. Lighting: Daylight (sufficient number of windows to allow for natural light) and lamplight in the evening in each room; | <i>Please confirm compliance with the requirements:</i> |
| 8. Heating: Central heating; | <i>Please confirm compliance with the requirement:</i> |

| | |
|--|--|
| 9. Air conditioning: Air conditioning in all effective space; | <i>Please confirm compliance with the requirement:</i> |
| 10. Telephone lines: | - |
| 10.1. Not less than 10 Public Telephone Network (PTN) lines and extension option; | <i>Please indicate number and possibility of extension:</i> |
| 10.2. 65 - 70 phone sockets with internal phone ATE numbers (if not available the required number of sockets is to be installed by the Lessor at the Lessor's cost); | <i>Please indicate number in the premises and confirm compliance with the requirement:</i> |
| 11. Tap water supply, sewage: Not less than 2 sanitary rooms (each must be equipped with toilet sink and wash sink, uninterruptable cold and hot water supply, at least one sanitary room should be accessible for persons with disabilities); | <i>Please indicate number of sanitary rooms, confirm compliance with the requirement and accessibility for the persons with disabilities:</i> |
| 12. Power supply: Standard electric lines (220 V) with protected automatic switches, sufficient capacity and number of sockets to support 55 - 60 workplaces and not less than 10 laser MFU (peak power consumption of each MFU is up to 2 kW); | <i>Please confirm compliance with the requirement:</i> |
| 13. Internet: Optic-fiber (or equivalent) Internet access connection and provision of bandwidth not less than 50/50 Mb/s; | <i>Please confirm compliance with the requirement:</i> |
| 14. Local Area Network (LAN): Installed LAN system (68 – 70 ports to connect devices at 1 Gb/s) with possibility of extension (if not available the required number of ports is to be installed by the Lessor at the Lessor's cost); | <i>Please indicate availability of LAN, number of ports and confirm compliance with the requirement:</i> |
| 15. Parking: | - |
| 15.1. Availability of public parking at a walking distance from the office premises offered for lease; | <i>Please confirm compliance with the requirement:</i> |
| 15.2. Availability of the office parking under security surveillance and reservation of not less than 5 parking lots; | <i>Please confirm compliance with the requirement and number of parking lots, describe on what terms and conditions the parking lots are provided:</i> |
| 16. Lift: If premises offered for lease are located above the ground floor (first floor and higher), the building must be equipped with the lift fit for the use of persons with disabilities; | <i>Please confirm compliance with the requirement:</i> |

| | |
|---|--|
| 17. Maintenance and service: Lessor should be able to provide maintenance of utility systems (electricity, sewage, water supply) heating and air conditioning inside the premises offered for lease, including effective response system during the utilities interruption; | <i>Please confirm compliance with the requirement:</i> |
| 18. Special security and safety requirements: | - |
| 18.1. Building (office premises offered for lease) must be equipped with efficient certified fire alarm system having requisite number of smoke detectors, fire extinguishers, supply and exhaust ventilation, fire extinguishing system, smoke removal system, evacuation warning system, burglar alarm system. Installed video control system is desired; | <i>Please indicate availability of the systems and equipment:</i> |
| 18.2. Entrance door and emergency exit door must be securely locked (preferably with “smartlock”, code or electromagnetic locks); emergency exit door must be equipped with “panic release handle” mechanism; | <i>Please confirm compliance with the requirement:</i> |
| 18.3. Free (unblocked) access to the emergency exit; | <i>Please confirm compliance with the requirement:</i> |
| 18.4. Emergency exit is to be properly marked; emergency evacuation exit must be properly marked and direction indicators to the emergency exits and floor plans with directions to emergency exit must be provided; | <i>Please confirm compliance with the requirement:</i> |
| 18.5. Emergency lighting; | <i>Please confirm compliance with the requirement:</i> |
| 18.6. Secure locks on windows and balcony doors (if there is a balcony in the premises); | <i>Please confirm compliance with the requirement:</i> |
| 18.7. Controlled access to the building for external public (levels of control, e.g., may pass freely, shall be stopped by the security and pass after confirmation of the visit, etc.); | <i>Please confirm compliance with the requirement and level of access to the building for external public:</i> |
| 18.8. If the office premises offered for lease are on the ground or the last floor at least one of the following conditions must be met: a) anti-burglar bars or rolls on windows; b) burglar alarm on windows; c) 24/7 security control. | <i>Please confirm compliance with the requirement:</i> |
| 18.9. Access to the premises offered for lease: 24/7. | <i>Please confirm compliance with the requirement:</i> |
| <i>In the case of any discrepancy between technical requirements under item 2.1. “Premises parameters” (page 36 above)</i> | |

and technical requirements of Section 3 "Schedule of Requirements and Technical Specifications" the data/information contained in the Section 3 shall prevail.

2.2. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.3 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.4. Other: Please include in the Bid the following:

- Any other comments or information referring to the Bid or its realization;
- Documented evidence of technical parameters of the office premises offered for lease (data from the technical certificate for the premises, layouts and explications, technical characteristics of the engineering and technical systems of the premises (power supply, heating, water supply, fire-fighting, low-current systems, air exhaust and air conditioning, sewage, access control system (ACS), video monitoring, vertical transport, etc).
- Desired conditions as per Section 3, if available.

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this form with your corporate seal, if available]

Section 7: Price Schedule Form⁵

Ref: ITB No.BLR/857/2016

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders in the form provided below.

The price proposals of the companies, non-residents of the Republic of Belarus shall not include VAT. In the price proposals of the companies, residents of the Republic of Belarus, VAT, if included, shall be clearly indicated in the price proposal. The price proposals of the Bidders will be compared without VAT.

| Item | Unit | Area, m ² | Fixed monthly rate per unit (less VAT), _____ (currency) | Fixed monthly payment (less VAT), _____ (currency) | VAT, _____, ____ (rate, currency) | Fixed monthly payment (VAT included) _____ (currency) | Fixed annual payment (VAT included) _____ (currency) |
|--|----------------|----------------------|--|--|---|---|--|
| (1) | (2) | (3) | (4) | (5)=(3)x(4) | (6) | (7)=(5)+(6) | (8)=(7)x12 |
| 1. Rent of office premises total space, including: | m ² | | | | | | |
| 1.1. Rent of effective space (space for workplaces and conference/meeting rooms) | m ² | | | | | | |
| 1.2. Rent of auxiliary space (space for sanitary room, corridor, service rooms) | m ² | | | | | | |
| 2. Maintenance and utilities charges: | - | - | | | | | |
| Total items 1+2 | - | - | | | | | |
| 3. Rent of parking (5 parking lots) | 1 lot | 5 lots | | | | | |
| TOTAL items 1+2+3 (in figures) | | | | | | | |

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

| | |
|---|--|
| TOTAL items 1+2+2+3 (in words) | |
| 4. Discount (if any) | <i>Please indicate discount type (payment vacation for a period of time, etc), amount of discount, currency: _____</i> |
| GRAND TOTAL items (1+2+3)-4 (in figures) | |
| GRAND TOTAL items (1+2+3)-4 (in words) | |

The actual rent payment shall not exceed the rent payment offered in the Bid during the whole period of Lease Agreement.

Rent payment includes all maintenance and utilities charges except for:

- 1. Electricity;**
- 2. Phone charges;**
- 3. Internet broadband charges;**
- 4. Cleaning of premises offered for lease.**

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this form with your corporate seal, if available]

Section 8: Model Lease Agreement

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE BIDDER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS BELOW IS MANDATORY.

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, (hereinafter referred to as "**the Lessor**"), 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") being more fully described 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 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 Article 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 Article 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. It is further understood and agreed that in case the UNDP decides to close down the office of its Representative in the country, or to remove it from _____, or to change the level of the UNDP representation in the country, or in the event that the UNDP acquires its own property in the country, or decides to move its office into the United Nations system common premises, pursuant to General Assembly resolutions, it shall have the right to terminate this Lease Agreement upon giving written notice to the Lessor not less than thirty days in advance without the Lessor having the right to any payment, other than for rent, 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.

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 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 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.

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 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 Article 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 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.

Date

Title

United Nations Development Programme

Annex A

Items entered in this Annex are examples – they should be deleted if not relevant, and additional items relevant to specificity of the Lease Agreement may be added.

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

- (1) Passenger elevator service on official UNDP working days, from 8:00 a.m. to 7:30 p.m., it being agreed that at all other times there shall be one elevator subject to call;
- (2) Adequate heat or air conditioning, during the appropriate seasons, on official UNDP working days from 8:00 a.m. to 7:30 p.m.;
- (3) Hot and cold water for lavatory purposes;
- (4) 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;
- (5) Light and electricity;
- (6) Rubbish disposal;
- (7) Toilet facilities, including necessary sewage facilities;
- (8) Provision for access to the demised Premises on all days and at all times and hours, whether business days or hours or otherwise;
- (9) All facilities and services which it makes available generally to tenants in the building; and
- (10) The Lessor undertakes to furnish heat and air conditioning at the rate of _____ and _____ respectively at times other than those indicated in subparagraph (a)(2) above, whenever requested by the UNDP and for the periods requested by it.

Annex 1: CHECKLIST FOR SUBMISSION OF BIDDING DOCUMENTS

ITB No.BLR/857/2016

| No | Required documents | Yes/No |
|----|--|--------|
| 1 | Documentary evidence that the Bidder is established as a legal entity (copy of registration certificate; copy of passport for an individual); | |
| 2 | Documentary evidence of the right of the Bidder to conclude the lease agreement (in the case of economic management, trust management, etc); | |
| 3 | Bankers certificate about economic/financial viability of the Bidder; Tax Inspection no debt certificate; | |
| 4 | Tax Inspection no debt certificate; | |
| 5 | Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report (if available) for 2015; | |
| 6 | Layout of the office premises offered for lease; | |
| 7 | Documentary evidence of the technical parameters of the office premises offered for lease (data from the technical certificate for the premises, layouts and explications, technical characteristics of the engineering and technical systems of the premises (power supply, heating, water supply, fire fighting, low-current systems, air exhaust and air conditioning, sewage, access control system (ACS), video monitoring, vertical transport, etc); | |
| 8 | Detailed quality characteristics of the premises offered for lease completed as per the form of Section 6; | |
| 9 | Documentary confirmation that the offered premises can be used as office; | |
| 10 | Documentary evidence issued by the Uniform State Register of Real Estate about owners of the premises, and about lack of restrictions on the rights of the owners on the premises (certificate that the premises are not under encumbrance and are not exposed to any other restrictions); | |
| 11 | Completed Bid Submission Form (Section 4); | |
| 12 | Documents Establishing the Eligibility and Qualifications of the Bidder (Section 5); | |
| 13 | Completed Technical Bid Form (Section 6); | |
| 14 | Completed Price Schedule Form (Section 7); | |
| 15 | Written confirmation authorizing the signatory of the bid to commit the Bidder (Power of Attorney or relevant extract of Bidder's Charter); | |
| 16 | Power of Attorney of the landlord of the office premises (or Agent Agreement) to submit a bid if the bid is to be submitted in behalf of the landlord. | |