

## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: <b>05 June 2020</b>
	REFERENCE: <b>Improving Rural Development in Georgia (ENPARD III), Ajara Component (00108059)</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for **Lease of office premises in Batumi, Georgia for the UNDP Georgia project Improving Rural Development in Georgia (ENPARD III) Ajara Component**, as detailed in **Annex 1** of this RFQ. When preparing your quotation, please be guided by the form attached hereto as **Annex 2**.

Quotations may be submitted on or before **5:00 PM (Local Time, +4 GMT), 19 June 2020** via E-mail to the address as follows: **[vakhtang.kontselidze@undp.org](mailto:vakhtang.kontselidze@undp.org)**; cc: **[merab.svanidze@undp.org](mailto:merab.svanidze@undp.org)**.

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than 1 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

**It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.** If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	Availability of the premises - not later than 30 June 2020.
Preferred Currency of Quotation	<b>United States Dollars</b>
Value Added Tax on Price Quotation	Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<b>5:00 PM 19 June 2020 (Local Time, +4 GMT)</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<b>English</b> except for the ones which are issued by local public entities.

Documents to be submitted	<ul style="list-style-type: none"> <li>- Duly Accomplished Form as provided in <b>Annex 2 (tables 1,2 and 3)</b>, and in accordance with the list of requirements in <b>Annex 1</b>;</li> <li>- Latest Registration Certificate of the offered space that indicates the name of owner(s);</li> <li>- Copies of Passport(s) of the space owner(s) or copy of registration documents if the space owner is a legal entity;</li> <li>- Power of Attorney of the Landlord (owner) of the office premises (or Agent Agreement), if the offer submitted by other private or legal person on behalf of the Landlord; the copy of the Passport of the private person or set of documents of a legal entity acting on behalf of the Landlord;</li> <li>- Letter of confirmation and acknowledgement of terms and conditions under given RFQ signed by all space owner(s);</li> <li>- Space owner's bank details (Bank title, code, account number);</li> <li>- Copy of the technical certificate i.e. map of the offered space, floor Plan of the Premises and Photos</li> </ul>
Period of Validity of Quotes starting the Submission Date	<b>90 days</b>
Partial Quotes	Not permitted
Payment Terms	<ul style="list-style-type: none"> <li>- Payment will be in GEL according to <u>UNDP official exchange rate</u> effective at the date of payment.</li> <li>- Rent shall be payable within five calendar days after the end of the calendar month to which the rent payment pertains.</li> </ul>
Evaluation Criteria <i>[check as many as applicable]</i>	<ul style="list-style-type: none"> <li>- Technical responsiveness/full compliance to the requirements and the best value for money (lowest viable price);</li> <li>- Full acceptance of the Lease Agreement</li> </ul>
UNDP will award to:	One and only one supplier.
Type of Contract to be Signed	Lease Agreement
Special conditions of Contract	Upon its expiration, this Lease Agreement shall be renewable at the option of the UNDP, under the same terms and conditions as are set in the Lease Agreement.
Conditions for Release of Payment	Fixed monthly payments of established rent fee. Such rent shall be payable within five (5) 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.
Annexes to this RFQ	<ul style="list-style-type: none"> <li>- Premise Technical Specifications (Annex 1)</li> <li>- Form for Submission of Quotation (Annex 2)</li> <li>- Batumi Map (Annex 3)</li> <li>- Standard UNDP Lease Agreement (Annex 4)</li> </ul> <p>Non-acceptance of the terms of the Lease Agreement shall be grounds for disqualification from this procurement process.</p>

<p>Contact Person for Inquiries (Written inquiries only)</p>	<p><b>To: Vakhtang Kontselidze</b> UNDP Project coordinator <b>E-mail: vakhtang.kontselidze@undp.org</b></p> <p><b>CC: Merab Svanidze</b> <b>E-mail: merab.svanidze@undp.org</b></p> <p>The contact persons and addresses are officially designated by UNDP. If inquiries are sent to other person(s) or address(es), even if they are UNDP staff have no obligation to respond nor can UNDP confirm that the query was received.</p> <p>Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
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Rent offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

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

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

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

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

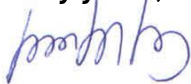
Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about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

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

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

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**



**Vakhtang Kontselidze**  
**Project Coordinator**

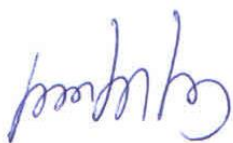
## Technical Specifications

Space offered for rent must comply with following minimum requirements:

No	Criteria	Criteria Description
1	Square Meters	Total space offered for rent must be at least 70 m <sup>2</sup> , space of the rooms should be enough to house minimum Four (4) desks/workspaces and one (1) meeting room for up to 15 persons. Office space should have own restroom and kitchen.
2	Placement of Space	The office space should be located in the area which is limited by the following streets of Batumi: <ul style="list-style-type: none"> <li>- Egnate Ninoshvili str – Alexandre Pushkini Str and Petre Melikishvili Str – Iakob Gogebashvili str.</li> </ul> Please see <b>Annex 3</b> for your easy reference.
3	Type of Space	Space may be located at the residential or commercial building (please indicate floor). In case of the 1 <sup>st</sup> floor location, if applicable, please indicate existence of the special security items, such as metal barred windows, etc. offered space may not be higher than 7 <sup>th</sup> floor.
4	Seizure	Space offered for rent must be free from any kind of seizure liabilities.
5	Number and type of rooms	Space offered must contain space enough to house minimum four (4) desks, with the following specification: <ul style="list-style-type: none"> <li>- Two (2) separate rooms suitable to accommodate at least 2 desks</li> <li>- One (1) meeting room (with the capacity for up to 15 persons (minimum. 20 m<sup>2</sup>));</li> <li>- One (1) own bathroom units; and</li> <li>- One (1) own kitchen.</li> </ul> The space should not require substantial refurbishment or repair. Additional outdoor space, balcony or veranda would be considered as an asset.
6	Insolation and lighting	The Lighting: each office room must have a window as a source of daylight. Rooms should not have insulation problems.
7	Air conditioning and heating	Rooms should be equipped with air conditioning and heating systems
8	Communication and internet	Communication (phone) and internet (wi-fi) access is a must.
9	Water and sewerage system	Water and sewerage network (including the hot water system) must be functioning properly.
10	Communal expanses	There must be no debt of communal services for the moment of rent
11	Basic Security System	It is recommended that the office entrance has a primary secure entry point that allows controlled access and checking of any personnel. Space should have separate, independent entry that will not be in use by any other organization/individual and must have a door (in addition to the entrance to the building door if the two are not the same). Emergency exit is recommended. Please indicate if the entrance and emergency exit doors are securely

		lockable (metal door, preferably with code or electronic locks opened by a chipped swipe card or similar) and if the entrance door has a security alarm. If space is located at the first floor please indicate existence of additional security items, if applicable. Please indicate existence of secure lock on windows and balcony doors (if applicable). All locations must pass a review by UNDSS. Any location that fails a review by UNDSS will not be considered viable.
<b>12</b>	Insurance	The premises must be insured by lessor
<b>13</b>	Furniture	Installed Kitchen. In case of the existence of the other office furniture price should be included in the rental price of the office space. Additional storage facilities would be considered as an asset.

**Sincerely yours,**



**Vakhtang Kontselidze**  
**Project Coordinator**

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION**  
*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>1</sup>)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ:

**TABLE 1 : Offer Compliant with Technical Specifications and Requirements**

No.	Description/Specification	Total Square Meters	Unit Price (USD)	Total Price (USD)
1	Office space rent in accordance with Technical Specifications provided in Annex 1			
2	(If applicable) space monthly maintenance costs (i.e. cleaning services, rubbish disposal, electricity and lightning provision, plant pruning, etc.)			
<b>Total Final and All-Inclusive Price Quotation</b>				

**TABLE 2 : Compliance with Premise Technical Specifications Requirements**

No	Criteria	Criteria Description	Your Responses		
			Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
1	Area	Total space offered for rent must be at least 70 m <sup>2</sup> , space of the rooms should be enough to house minimum Four (4) desks/workspaces and one (1) meeting room for up to 15 persons. Office space should have own restroom and kitchen.			
2	Space Location	The office space should be located in the area which is limited by the following streets of Batumi: - Egnate Ninoshvili str – Alexandre Pushkini Str and Petre Melikishvili Str – Iakob Gogebashvili str.			
3	Type of Space	Space may be located at the residential or commercial building			

<sup>1</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

		(please indicate floor). In case of the 1 <sup>st</sup> floor location, if applicable, please indicate existence of the special security items, such as metal barred windows, etc. offered space may not be higher than 7 <sup>th</sup> floor.			
<b>4</b>	Pledge and Seizure	Space offered for rent must be free from any kind of pledge and/or seizure liabilities.			
<b>5</b>	Number and type of rooms	<p>Space offered must contain space enough to house minimum four (4) desks, with the following specification:</p> <ul style="list-style-type: none"> <li>- Two (2) separate rooms suitable to accommodate at least 2 desks</li> <li>- One (1) meeting room (with the capacity for seating up to 15 persons (minimum. 20 m<sup>2</sup>));</li> <li>- One (1) own bathroom units; and</li> <li>- One (1) own kitchen.</li> </ul> <p>The space should not require substantial refurbishment or repair. Additional outdoor space, balcony or veranda would be considered as an asset.</p>			
<b>6</b>	Insolation and lighting	The Lighting of each office room must have a window as a source of daylight. Rooms should not have insulation problems.			
<b>7</b>	Air conditioning and heating	Rooms should be equipped with air conditioning and heating systems			
<b>8</b>	Communication and internet	Communication (phone) and internet (wi-fi) access is a must.			
<b>9</b>	Water and sewerage system	Water and sewerage network (including the hot water system) must be functioning properly.			
<b>10</b>	Communal expanses	There must be no debt of communal services for the moment of rent			
<b>11</b>	Basic Security System	It is recommended that the office entrance has a primary secure entry point that allows controlled access and checking of any personnel. Space should have separate, independent entry that will not be in use by any other organization/individual and must have a door (in addition to the entrance to the building door if the two are not the same). Emergency exit is recommended. Please indicate if the entrance and emergency exit doors are securely lockable (metal door,			

		preferably with code or electronic locks opened by a chipped swipe card or similar) and if the entrance door has a security alarm. If space is located at the first floor please indicate existence of additional security items, if applicable. Please indicate existence of secure lock on windows and balcony doors (if applicable). All locations must pass a review by UNDSS. Any location that fails a review by UNDSS will not be considered viable.			
<b>12</b>	Insurance	The premises must be insured by lessor			
<b>13</b>	Furniture	Installed Kitchen. In case of the existence of the other office furniture price should be included in the rental price of the office space. Additional storage facilities would be considered as an asset.			

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

*[Name and Signature of the Supplier's Authorized Person]*  
*[Designation]*  
*[Date]*

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<b><i>Yes, we will comply</i></b>	<b><i>No, we cannot comply</i></b>	<b><i>If you cannot comply, pls. indicate counter proposal</i></b>
Validity of Quotation (90 days)			
Compliance with of the terms of the Lease Agreement			
All Provisions of the UNDP General Terms and Conditions			

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

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



**Letter of Confirmation and Acknowledgement of  
Terms and Conditions**

We, the undersigned, hereby confirm that fully understand, agree and accept conditions under **RFQ for Lease of office premises for Ajara projects of UNDP Georgia**. There are no misunderstandings because of language or other factors. Hereby we confirm that offered space (spaces) are offered with our desire and acceptance.

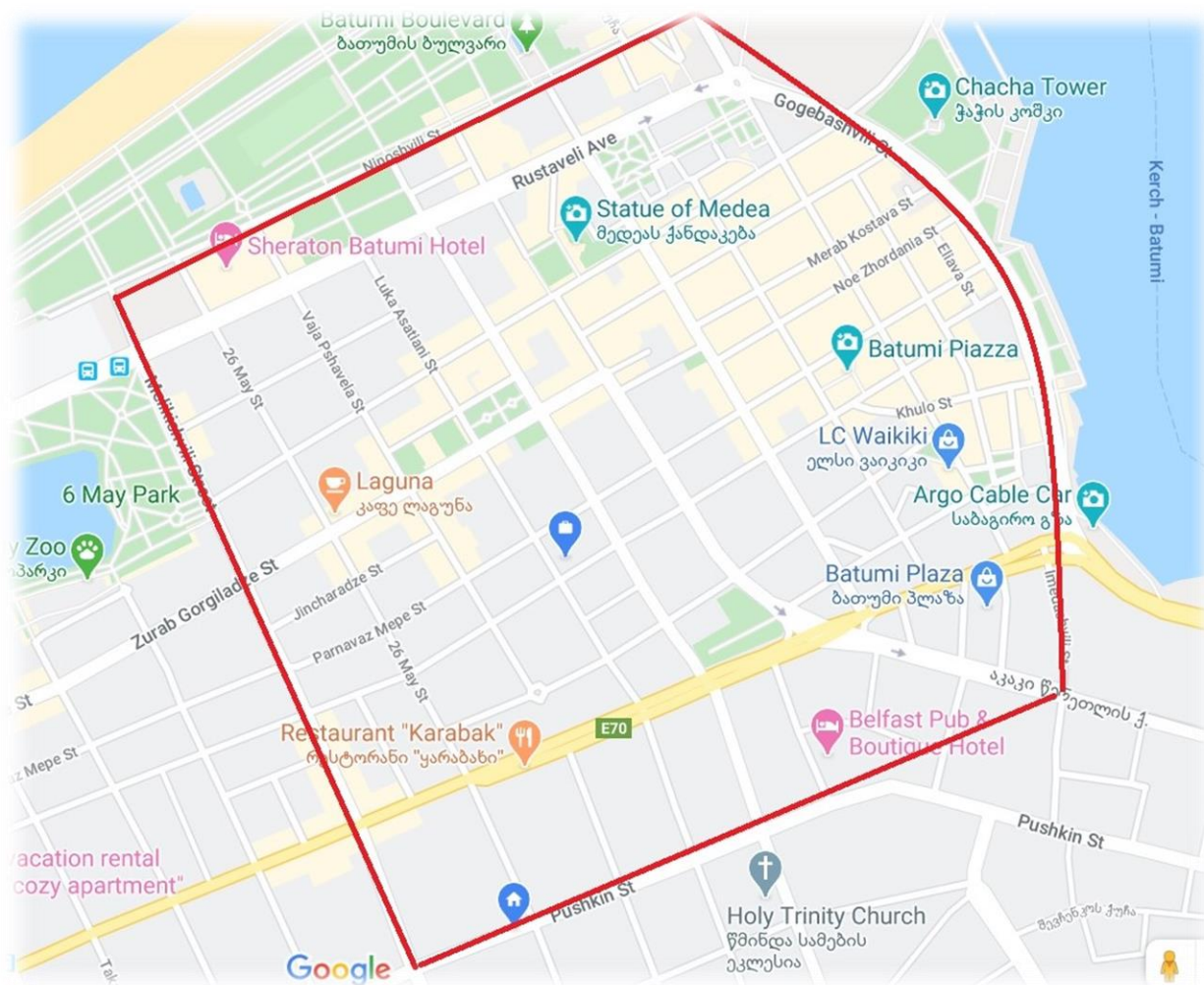
ჩვენ, ქვემოთ ხელის მომწერი ალნიშნულით ვადასტურებთ რომ სრულად გვესმის, ვეთანხმებით და ვღებულობთ **“RFQ for Lease of office premises for Ajara projects of UNDP Georgia”** სატენდერო დოკუმენტაციით მოთხოვნილ პირობებს. არ გაგვაჩნია რამე სახის გაურკვევლობა გამოწვეული ენის, ან ნებისმიერი სხვა ფაქტორის გამო. აქვე ვადასტურებთ, რომ შემოთავაზებული ფართი (ფართები) შემოთავაზებულია ჩვენი თანხმობით და ჩვენი სურვილით.

Name, Surname:  
სახელი, გვარი:

Signature/s:  
ხელმოწერა:

Date:  
თარიღი:

Map of Batumi



**LEASE AGREEMENT**

between

and

**United Nations Development Programme**

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

**WITNESSTH:**

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

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

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

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

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

**2.** The UNDP shall pay the Lessor for the demised Premises a rent of \_\_\_\_\_ for each full month of the term of this Lease Agreement. Such rent shall be payable within five calendar days after the end of the calendar month to which the rent payment pertains. In the event the UNDP's use and occupancy of the demised Premises is for less than a full month, the monthly rent shall be pro-rated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**21.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Lease Agreement or the breach, termination or invalidity thereof through negotiation, conciliation or other modes of amicable settlement. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall be undertaken in accordance with the UNCITRAL Conciliation Rules then obtaining. If the Parties fail to resolve the dispute, controversy or claim amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, either party shall submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy or claim.

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

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

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

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

\_\_\_\_\_  
Mr./Ms.  
Title  
Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr./Ms.  
Title  
United Nations Development Programme

\_\_\_\_\_  
Date

## **Annex A**

**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.