



REQUEST FOR QUOTATION (RFQ)

RFQ Reference: UNDP Democratic Governance portfolio projects	Date: 21 April 2022
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SECTION 1: REQUEST FOR QUOTATION (RFQ)

UNDP kindly requests your quotation for lease of common office premises for the UNDP Democratic Governance portfolio projects, as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: Lease Agreement

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Issued by:

Signature:

DocuSigned by:

Gigi Bregadze

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Name: Gigi Bregadze

Title: DG Team Leader

SECTION 2: RFQ INSTRUCTIONS AND DATA

Introduction	Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFQ. UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.
Deadline for the Submission of Quotation	5 May 2022, 18:00 GMT +4 If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/.
Method of Submission	Quotations must be submitted as follows: ☒ Courier / Hand delivery Signed and sealed quotations may be submitted on or before 18:00 (Local Time - Tbilisi, Georgia, GMT+4), May 5, 2022, to the address below: United Nations Development Programme UN House 9 Eristavi street, 0179 Tbilisi, Georgia The envelope should be titled with tender's name and be put in special box for tenders' application that is placed at UN House ground floor with the TAG "lease of common office premises".
Cost of preparation of quotation	UNDP shall not 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.
Supplier Code of Conduct, Fraud, Corruption,	All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti
Gifts and Hospitality	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
Conflict of Interest	UNDP requires every prospective Supplier 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. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.

	Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ. 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
General Conditions of Contract	Any Lease agreement that will be issued as a result of this RFQ shall be subject to all paragraphs and annexes which are integral part of the Lease Agreement (Lease Agreement attached hereto as annex 4)
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.
Eligibility	A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP. It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative.
Currency of Quotation	Quotations shall be quoted in USD
Joint Venture, Consortium or Association	If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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 the member entities comprising the joint venture, Consortium or Association. Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association.
Only one Bid	The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association. Bids submitted by two (2) or more Bidders shall all be rejected 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 b) they have the same legal representative for purposes of this RFQ; or c) 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 RFQ process; d) 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

	e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
Duties and taxes	Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below: All prices must: ☒ be exclusive of VAT and other applicable indirect taxes
Language of quotation	English (except for required documents that are issued by national authorities)
Documents to be submitted	Bidders shall include the following documents in their quotation: ☒ Annex 2: Quotation Submission Form duly completed and signed ☒ Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 ☒ List of ongoing lease agreements (if any) with other national/international organizations ☒ Registration certificate of the offered space ☒ Bank details (Bank title, code, account number) ☒ Copy of the technical certificate i.e., blueprint/map of the offered space, including floor plan of the premises and photos
Quotation validity period	Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	☒ Not permitted
Alternative Quotes	☒ Not permitted
Payment Terms	Payment will be in GEL according to UNDP official exchange rate effective at the date of payment. Rent shall be payable within five calendar days after the end of the calendar month to which the rent payment pertains.
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.
Contact Person for correspondence, notifications and clarifications	E-mail addresses To: irina.mikeladze@undp.org ; inesa.ejibia@undp.org 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. 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.
Clarifications	Requests for clarification from bidders will not be accepted any later than 2 days before the submission deadline. Responses to request for clarification will be communicated electronically by 03 May 2022
Evaluation method	☒ Lease agreement will be awarded to the lowest price substantially compliant offer
Evaluation criteria	☒ Full compliance with all requirements as specified in Annex 1

Right not to accept any quotation	UNDP is not bound to accept any quotation, nor award a lease agreement
Right to vary requirement at time of award	At the time of award of Lease Agreement, UNDP reserves the right to vary (increase or decrease) the quantity of 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.
Type of Contract to be awarded	☒ Lease Agreement
Expected date for contract award.	01 June 2022 Note: Initial lease is expected to be issued for up to 2 years period, subject to any further extensions at the option of the UNDP, under the same terms and conditions as are set in the Lease Agreement
Publication of Contract Award	UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site.
Policies and procedures	This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Procedures
UNGM registration	Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to contract signature.

ANNEX 1: SCHEDULE OF REQUIREMENTS

Space offered for rent must comply with following minimum requirements:

No	Criteria	Criteria Description
1	Area Number and Type of Rooms	The space offered for rent: • Must be at least 300 m² (with possibility to make partitions to be separately agreed with the owner/company). Please, note that the UNDP shall have the right to make alterations, attach fixtures, etc. to the offered space based on Lease Agreement clause 13; • Shall have windows (with the mechanism to open widely); • Shall have Minimum three (3) restroom units in the vicinity of the office space; and • Space for coffee/tea facilities, microwave and fridge, and running water; • Shall have outdoor space (balconies, or veranda) – min 30 m²; • The space should be finished and ready for moving; • Additional common meeting room for up to 50 people will be advantage; • Common cafeteria will be an advantage; • Shall have operational and efficient air conditioning and heating system and water and sewerage network (including the hot water system) must be functioning properly.
2	Space Location	The office space should be located in Vake, Vera districts, Rustaveli avenue. Within walking distance from the UN House (9 R. Eristavi Street, Tbilisi 0179, Georgia) will be an advantage.
3	Type of Space	• Space may be located at the residential or commercial building (please indicate floor). Offered space may not be lower than second and higher than 7th floor; • Shall have the common areas – entrance and elevators accessible for Persons with Disabilities (PwDs); • Meetings rooms, at least one toilet accessible for PwDs will be an advantage.
4	Seizure	Space offered for rent must be free from any kind of seizure liabilities.
5	Insulation, Lighting and Aeration	The Lighting of each office room must have a window as a source of daylight. Each space must have widely open window as a source of fresh air flows circulation from outside. Rooms should not have insulation problems.
6	Air Conditioning and Heating	Air conditioning and a central heating per each room of the office space should be provided.
7	Communication and Internet	Communication (phone line) and internet (wi-fi) access is a must.
8	Water and Sewerage System	Water and sewerage network (including the hot water system) must be functioning properly.
9	Utilities Expenses	There must be no debt on utilities or communication services for the moment of renting.
10	Space entry and Basic Security System Requirements	All locations must pass a review by UNDSS. Any location that fails a review by UNDSS will not be considered viable.
11	Parking Space	Parking for at least three (3) vehicles should be available at all times during day and night. Please indicate the price for the parking per m ² . Free parking space for 3 vehicles will be an advantage.

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Company Profile

Item Description	Detail
Legal name of bidder or Lead entity for JVs	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of Registration	Click or tap here to enter text.
Legal structure	Choose an item.
Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, insert UNGM Vendor Number
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) <i>(If yes, provide a Copy of the valid Certificate):</i>	☐ Yes ☐ No
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i>	☐ Yes ☐ No
Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i>	☐ Yes ☐ No
Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting	☐ Yes ☐ No

Item Description	Detail			
such issues <i>(If yes, provide a Copy)</i>				
Is your company a member of the UN Global Compact	☐ Yes ☐ No			
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.			
Ongoing Lease Agreements (if any) with other national/international organizations:				
Name of contractor	Client & Reference Contact Details including e-mail	Contract Value	Period of activity	Types of activities undertaken

Bidder's Declaration

Yes	No	
☐	☐	Requirements and Terms and Conditions: I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.
☐	☐	I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
☐	☐	Ethics: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
☐	☐	I/We confirm to undertake not to engage in proscribed practices, , or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN.
☐	☐	Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact.

Yes	No	
☐	☐	Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.
☐	☐	Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
☐	☐	Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
☐	☐	I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.
☐	☐	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Financial Offer**Currency of Quotation: USD****Compliance with Premise Technical Specifications Requirements****TABLE 1: Offer Compliant with Technical Specifications and Requirements**

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

Table 2 Compliance with Premise Technical Specifications Requirements

No	Criteria	Criteria Description	Please give details for each Criteria
1	Area Number and Type of Rooms	The space offered for rent: • Must be at least 300 m² (with possibility to make partitions to be separately agreed with the owner/company). Please, note that the UNDP shall have the right to make alterations, attach fixtures, etc. to the offered space based on Lease Agreement clause 13; • Shall have windows (with the mechanism to open widely); • Shall have Minimum three (3) restroom units in the vicinity of the office space; and • Space for coffee/tea facilities, microwave and fridge, and running water; • Shall have outdoor space (balconies, or veranda) – min 30 m²; • The space should be finished and ready for moving; • Additional common meeting room for up to 50 people will be advantage; • Common cafeteria will be an advantage; • Shall have operational and efficient air conditioning and heating system and water and sewerage network (including the hot water system) must be functioning properly.	

No	Criteria	Criteria Description	Please give details for each Criteria
2	Space Location	The office space should be located in Vake, Vera districts, Rustaveli avenue. Within walking distance from the UN House (9 R. Eristavi Street, Tbilisi 0179, Georgia) will be an advantage	
3	Type of Space	- Space may be located at the residential or commercial building (please indicate floor). Offered space may not be lower than second and higher than 7th floor; - Shall have the common areas – entrance and elevators accessible for Persons with Disabilities (PwDs); - Meetings rooms, at least one toilet accessible for PwDs will be an advantage.	
4	Seizure	Space offered for rent must be free from any kind of seizure liabilities.	
5	Insulation, Lighting and Aeration	The Lighting of each office room must have a window as a source of daylight. Each space must have widely open window as a source of fresh air flows circulation from outside. Rooms should not have insulation problems.	
6	Air Conditioning and Heating	Air conditioning and a central heating per each room of the office space should be provided.	
7	Communication and Internet	Communication (phone line) and internet (wi-fi) access is a must.	
8	Water and Sewerage System	Water and sewerage network (including the hot water system) must be functioning properly.	
9	Utilities Expenses	There must be no debt on utilities or communication services for the moment of renting.	
10	Space entry and Basic Security System Requirements	All locations must pass a review by UNDSS. Any location that fails a review by UNDSS will not be considered viable.	
11	Parking Space	Parking for at least three (3) vehicles should be available at all times during day and night. Please indicate the price for the parking per m ² . Free parking space for 3 vehicles will be an advantage	

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Validity of Quotation (90 days)			
Compliance with all paragraphs (terms) and annexes of the Lease Agreement			

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.	
<i>Exact name and address of company</i> Company NameClick or tap here to enter text. Address: Click or tap here to enter text. Click or tap here to enter text. Phone No.:Click or tap here to enter text. Email Address:Click or tap here to enter text.	Authorized Signature: Date:Click or tap here to enter text. Name:Click or tap here to enter text. Functional Title of Authorised Signatory:Click or tap here to enter text. Email Address: Click or tap here to enter text.

ANNEX 4**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.