

**Request for Quotation (RFQ) for
Lease of Office Premises for UN Women
Moldova Country Office**

Reference No.: RfQ-17/01425

20 January 2017

Dear Sir/Madam,

Subject: Request for Quotation (RfQ-17/01425) for Lease of Office Premises for UN Women Moldova Country Office.

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) is seeking quotation(s) for the Lease of Office Premises for UN Women Moldova Country Office as described in the annex I to this request for quotation.
2. In order to prepare a responsive quotation, you must carefully review, and understand the contents of the following documents:
 - a. This Invitation letter and Quotation Instruction Sheet (QIS)
 - b. Detailed Technical Specifications of the Goods (Annex 1)
 - c. Quotation Submission Form and Quotation Format (Annex 2)
 - d. Voluntary Agreement (Annex 3)
 - e. Model Form of Contract (Annex 4)
3. Quotations submitted by email must be limited to a maximum of 5 MB, virus-free or corrupted contents to avoid rejection, and no more than 5 email transmissions.
4. A contract may be awarded to the supplier having submitted the quotation representing the best value for money, i.e. lowest-priced technically-compliant of the proposed offers.
5. At the time of the contract award, UN Women reserves the right to vary the quantity of goods by up to a maximum of twenty-five percent (25%) of the total offer without any change in the unit price or other terms and conditions
6. It is UN Women's intention to issue the contract as presented herein the RFQ documents. Therefore, offerors should ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions is undertaken prior to the submission of your quotation. Submission of a quotation will be confirmation of accepting UN Women General Conditions of Contract included herein.
7. In the case two (2) quotations are evaluated and found to be the same ranking in terms of technical qualification and price, UN Women will award contract to the company that is either women-owned or has a majority women employed. This is in support of UN Women's core mandate. In the case that both companies are women-owned or have a majority women employed, UN Women will request best and final offer from both suppliers and shall make a final comparison of the competing suppliers.
8. UN Women reserves the right to accept or reject any quotation, and to cancel the process and reject all quotations at any time prior to the award of contract without thereby incurring any liability to the suppliers or any obligation to inform the suppliers of the grounds for such action.
9. At any time prior to the deadline for the submission of quotations, UN Women may, for any reason, whether at its own initiative or in response to a clarification requested by a supplier, modify the RFQ by way of a written amendment. All suppliers that have received the RFQ shall be notified in writing of any such amendments. In order to offer suppliers reasonable time to take any such amendments into account in preparing their quotations, UN Women may, at its discretion, extend the deadline for the submission.
10. The Quotation Instruction Sheet (QIS) below provides the requisite information for the Supplier as guide to respond to this request.

QUOTATION INSTRUCTION SHEET (QIS)

Instructions to Suppliers	Specific Requirements
Deadline for Submission of Quotation	<p>Date and Time: February 13, 2017 10:00 AM</p> <p>City and Country: Chisinau, Republic of Moldova</p> <p>This is an absolute deadline, Quotation received after this date and time will be disqualified.</p>
Method of Submission	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail</p> <p><input checked="" type="checkbox"/> Electronic submission of Quotation</p>
Address for Quotation Submission	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail:</p> <p>UN Women Moldova 131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: Registry Office/Procurement</p> <p><input checked="" type="checkbox"/> Official Address for e-submission:</p> <p>tenders-Moldova@undp.org</p> <p><input checked="" type="checkbox"/> Free from virus and corrupted files</p> <p><input checked="" type="checkbox"/> Format: PDF files only</p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB</p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one)</p> <p><input checked="" type="checkbox"/> Mandatory subject of email for Quotation: "RfQ-17/01425: Lease of Office Premises for UN Women Moldova Country Office"</p> <p><input checked="" type="checkbox"/> Time Zone to be Recognized: Moldova (GMT+2:00)</p> <p>Quotations should be submitted to the designated address by the date and time of the deadline given.</p>
Language of the Quotation	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Others Russian or Romanian
Quotation Currencies¹	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Moldovan Lei
Quotation Validity Period commencing after closing date of RFQ	<p>120 days</p> <p>UN Women may exceptionally request vendor to extend quotation validity beyond the initial period indicated in the RFQ. Request will be communicated in writing.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	Bank transfer, 100% against monthly invoice. Monthly invoice must cover the rent and all operating expenses and utility fees.

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UN Women preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UN Women's issuance of Purchase Order.

Instructions to Suppliers	Specific Requirements
Alternative Offer	<input checked="" type="checkbox"/> Not authorized
Clarifications of solicitation documents	<p>Requests for clarification may be submitted five (5) working days before the submission date.</p> <p>If the clarification email is different from the submission email address, do not submit any official quotes to the clarification email address. Doing so may invalidate your quote and UN Women will not be able to consider it</p> <p>Clarification requests of this RFQ shall include the following subject header format: "RfQ-17/01425 Request for Clarification from Vendor Name"</p> <p>Proposers shall not communicate with any other UN personnel regarding this RFQ.</p>
Contact for requesting clarifications:	<p>Address: 29, Sfatul Tarii street, Chisinau, Republic of Moldova</p> <p>E-mail address dedicated for this purpose: galina.corgoja@unwomen.org</p> <p>Suppliers must not communicate with any other personnel of UN Women regarding this RFQ.</p> <p>UN Women shall have no obligation to confirm receipt or response to query for any form of communication sent to an email other than the designated email address.</p>
Responses to clarification requests will be binding on all Suppliers and will be distributed via:	<p><input type="checkbox"/> E-mail</p> <p><input type="checkbox"/> UN Women Website</p> <p><input checked="" type="checkbox"/> Other http://www.undp.md/tenders/index.shtml</p>
Value Added Tax on Price Quotation ²	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
Documents to be submitted	<p><input checked="" type="checkbox"/> Duly Accomplished Form (detailed description of the essential technical and functional qualities of the offered office premises) as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</p> <p><input checked="" type="checkbox"/> Full details of the office space, including but not limited to: location, administrative and security arrangements in place, scheduled maintenance, availability, etc.;</p> <p><input checked="" type="checkbox"/> Detailed description of the utilities and maintenance costs included in the monthly price;</p> <p><input checked="" type="checkbox"/> Documents authorizing the use of the offered premises as an office space (non-housing reserve);</p> <p><input checked="" type="checkbox"/> Documents certifying that the offered premises are in compliance with fire safety regulations;</p> <p><input checked="" type="checkbox"/> Documents certifying that offered premises are in compliance with accessibility requirements (accessible to persons with disabilities);</p> <p><input checked="" type="checkbox"/> Copy of the offered space latest Registration Certificate that indicates the name of owner/s;</p> <p><input checked="" type="checkbox"/> Copy of the technical certificate i.e. blueprint / map of the offered space;</p>

² This must be reconciled with the Incoterms 2010 required by the RFQ noting that VAT exception status varies from one country to another. Please tick whatever is applicable.

Instructions to Suppliers	Specific Requirements
	<p><input checked="" type="checkbox"/> Written confirmation from the notary or other relevant authority that the premises are not under encumbrance/arrest and are not exposed to any other restriction/limitations;</p> <p><input checked="" type="checkbox"/> Written confirmation from building owner indicating a client-oriented attitude towards collaborating with UN Women for office premises lease;</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.</p> <p>Note: In case the offered space is in a business centre, the list of the current tenants occupying the outstanding premises in the building shall be provided. UN Women reserve the right to reject any offer in case it appears that activity of any of the tenants may potentially jeopardize the reputation of the UN.</p>
Evaluation Criteria	<p><input checked="" type="checkbox"/> Full compliance to requirements relating to technical features and ability of the office space to satisfy functional requirements of UN Women Moldova (as per Annex 1) and lowest price³;</p> <p><input checked="" type="checkbox"/> Compliance with administrative and security requirements of UN Women Moldova (as per Annex 1);</p> <p><input checked="" type="checkbox"/> Demonstrated ability to honor important responsibilities and liabilities allocated to Bidder in this RFQ (e.g. bid validity terms, warranties, etc.);</p> <p><input checked="" type="checkbox"/> Compliance with legal requirements (premises not under encumbrance/arrest, etc.)/ Availability of documents confirming compliance of the Bidder to the requirements of this RFQ;</p> <p><input checked="" type="checkbox"/> Full acceptance of the UN Women Conditions of Contract.</p> <p>Note: Procuring UN Women entity may conduct an inspection (site visit) of the premises and/or due diligence of the bidder (premises owner) prior to the award being made. Procuring UN Women entity reserves the right to reject any offer/bid based on the findings made during such inspection, in case non-compliance of the offer with any of the requirements set forth in this RFQ has been factually revealed.</p>
Type of Contract to be Signed	<p>Long-Term Agreement¹ for 12 months with the possible extension for 2 years. Contract is signed in a format approved by the UN headquarters based on UNCITRAL arbitration rules.</p>
UN Women will award to:	<p><input checked="" type="checkbox"/> One and only one supplier</p>

11. UN Women's [vendor protest procedure](#) provides an opportunity for appeal to supplier(s) who believe that they were not treated fairly. This [link](#) provides further details regarding UN Women's vendor protest procedures.

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UN Women Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UN Women Ethics Office as and when required. Such cooperation shall include, but not be limited to the following: access to all employees, representatives, agents and assignees of the supplier; as well as production of all documents requested, including financial records.

³ UN Women reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

Failure to fully cooperate with investigations will be considered sufficient grounds to allow UN Women to repudiate and terminate the contract, and to debar and remove the supplier from UN Women's list of registered suppliers.

12. UN Women implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UN Women, as well as third parties involved in UN Women activities. UN Women 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
13. This letter is not to be construed in any way as an offer to contract with your organization.



Yours sincerely,

Ulziisuren Jamsran
Representative,
UN Women Moldova Country Office

ANNEX 1

SCHEDULE OF REQUIREMENTS

Objective:

To lease an office space that meets the space requirements and conditions of UN Women Moldova Country office, specifically intended to permit implementation of UN Women development agenda in the country. The said Office should be accessible to its members and stakeholders who are residing or situated in the said area.

Criteria	General Criteria Description
Location:	The location of the office space to be leased must be strategically located within Two-Three (2-3) km radius from the UN House of Moldova (131, 31 August 1989 street, Chisinau).
Building	Building shall be made of reinforced concrete, structural steel or combination of both. Premises should be ready to be occupied and in good conditions. Premises should be located in the buildings designed for offices / or on office floors of residential buildings or it may be a private house (no apartments).
Active area size / effective space	The total office space requirement should be at least Two Hundred Forty-Six square meters (246 sq.m.) on the same floor and in the same area, with possibility of having an open space of at least One Hundred square meters (100 sq.m.). Proposed space with larger area shall be accepted provided that the excess areas shall be given free.
Lighting	Daylight (sufficient number of windows to allow for natural light) and lamplight.
Air conditioning	Premises should have operational air conditioning and ventilation system.
Heating	Central heating and/or air conditioning system.
Telephone lines	There should be provision for communication lines/system for at least 6 telephone lines with sufficient number of phone sockets for up to 30 persons and with access to Public Telephone Network (PTN).
Internet connection	Broad band internet connection should be available.
Water and sewerage system	Water and sewerage network must be in order and function properly.
Number of sanitary rooms	At least 2 sanitary rooms, with one to ensure accessibility for persons with disabilities.
Power supply	Standard grounded electric lines (Type F "Schuko", 220 V), protected automatic switches, enough sockets to supply 35 workplaces. All electrical fixtures, convenience outlets, switches shall be in good working conditions. Preferably, the building to have a stand-by generator to keep the lights, desktop PCs and printers operational despite of power failure.
Elevator	If the offered office is higher than the first floor, elevator in the building is required. Assessibility for persons with disabilities should be ensured through main entrance of the building and to offered offices.
Parking space	The Lessor shall provide for free at least three (3) parking slots for the exclusive use of the Office vehicles. To indicate availability of parking space for employees, partners and visitors of UN Women Moldova Country Office. Parking slots under security surveillance shall be an advantage.
Criteria	Special Security Requirements
Entrance door and emergency exit	Entrance door and emergency exit door must be securely locked (preferably with code or electromagnetic locks). Availability of two exits; access to the emergency exit is required.
Security on windows and balcony	Secure lock on windows and balcony doors (if there is a balcony in the office) is required;
Space entry and basic security system	If the offered office is situated on the ground or the last floor at least one of the following conditions must be met: a) security alarm on windows; b) 24-hours security. If office is within a business center – adequate security services to be provided
Fire alarm system	Should have fire safety alarm in operation.
Control access to the building	Should have control access to the building for external public, the offeror should explain/describe the security access to the building" (levels of control, e.g., may pass freely, shall be stopped by the security and asked to confirm the visit, etc.).

ANNEX 2

QUOTATION SUBMISSION FORMS

STATEMENT OF CONFIRMATION

[The supplier shall fill in this form with no alterations or substitutions to its format and content]

To: **UN Women Moldova Country Office**
131, 31 August 1989 str., Chisinau

Date: *[insert date of Quotation Submission]*

We, the undersigned, declare that:

- (a) We (representatives of this company, inclusive of any associated legal representatives) have examined the minimum requirements, terms and clauses and have no reservations to the RFQ including all annexes;
- (b) We agree to abide by this RFQ and in accordance with the UN Women General Conditions of Contract (Annex IV) and will not request any changes to the existing terms, conditions and clauses;
- (c) We offer to supply in conformity with the **RFQ-17/01425**, the following **Lease of Office Premises for UN Women Moldova Country Office** and undertake, if our offer is accepted, to commence and complete delivery of all goods specified in the contract within the time frame stipulated;
- (d) We offer to supply for the sum as may be ascertained in accordance with the Quotation submitted and with the instructions under the Quotation Instruction Sheet;
- (e) Our offer shall be valid for a period of **120** days from the date fixed for opening the RFQ, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We understand that UN Women is not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

SIGNATURE AND CONFIRMATION OF THE RFQ

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UN WOMEN **WITHIN THE QUOTATION VALIDITY PERIOD STATED ABOVE**, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE. THE UNDERSIGNED HEREBY SIGNS IN CONFIRMATION THAT THEY HAVE REVIEWED THE RFQ AND AGREE TO UN WOMEN CONTRACT MODEL AND THE GENERAL CONDITIONS OF CONTRACT.

Exact name and address of company

AUTHORIZED SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

ADDRESS: _____

NAME: (TYPE OR PRINT) _____

FUNCTIONAL TITLE OF AUTHORIZED SIGNATORY: _____

PHONE NO.: _____

E-MAIL ADDRESS: _____

E-MAIL ADDRESS: _____

This quotation submission form MUST be duly completed and returned with the QUOTATION, along with confirmation that the products are in accordance with specifications and requirements of UN Women. The quotation "MUST" be submitted in the vendor's business letterhead stationery. Failure to do so may result in disqualification of your QUOTATION.

Quotation Format

TABLE 1 : Offer to Supply Services Compliant with Technical Specifications and Requirements

Item	Unit	Quantity	Unit Price per month, USD	Total price per month, USD*
Effective office space	m ²			
Auxiliary space	m ²			
Utilities and maintenance (excl. phone, internet and electricity charges)	m ²			
Service charges				
Agent commission (if any)				

* additionally provide information about any discounts and applicable conditions

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

TABLE 2: Compliance with Requirements

Criteria	General Criteria Description	Comprehensive description of the proposed office
Location:	The location of the office space to be leased must be strategically located within Two- Three (2-3) km radius from the UN House of Moldova (131, 31 August 1989 street, Chisinau).	
Building	Building shall be made of reinforced concrete, structural steel or combination of both. Premises should be ready to be occupied and in good conditions. Premises should be located in the buildings designed for offices / or on office floors of residential buildings or it may be a private house (no apartments).	
Active area size / effective space	The total office space requirement should be at least Two Hundred Forty-Six square meters (246 sq.m.) on the same floor and in the same area, with possibility of having an open space of at least One Hundred square meters (100 sq.m.). Proposed space with larger area shall be accepted provided that the excess areas shall be given free.	
Lighting	Daylight (sufficient number of windows to allow for natural light) and lamplight	
Air conditioning	Premises should have operational air conditioning and ventilation system	
Heating	Central heating and/or air conditioning system	
Telephone lines	There should be provision for communication lines/system for at least 6 telephone lines with sufficient number of phone sockets for up to 30 persons and with access to Public Telephone Network (PTN)	
Internet connection	Broad band internet connection should be available	
Water and sewerage system	Water and sewerage network must be in order and function properly	
Number of sanitary rooms	At least 2 sanitary rooms, with one to ensure accessibility for persons with disabilities	
Power supply	Standard grounded electric lines (Type F "Schuko", 220 V), protected automatic switches, enough sockets to supply 35	

	workplaces. All electrical fixtures, convenience outlets, switches shall be in good working conditions. Preferably, the building to have a stand-by generator to keep the lights, desktop PCs and printers operational despite of power failure.	
Elevator	If the offered office is higher than the first floor, elevator in the building is required. Assessibility for persons with disabilities should be ensured through main entrance of the building and to offered offices.	
Parking space	The Lessor shall provide for free at least three (3) parking slots for the exclusive use of the Office vehicles. To indicate availability of parking space for employees, partners and visitors of UN Women Moldova Country Office. Parking slots under security surveillance shall be an advantage;	
Criteria	Special Security Requirements	
Entrance door and emergency exit	Entrance door and emergency exit door must be securely locked (preferably with code or electromagnetic locks) Availability of two exits; access to the emergency exit is required	
Security on windows and balcony	Secure lock on windows and balcony doors (if there is a balcony in the office) is required;	
Space entry and basic security system	If the offered office is situated on the ground or the last floor at least one of the following conditions must be met: a) security alarm on windows; b) 24-hours security. If office is within a business center – adequate security services to be provided	
Fire alarm system	Should have fire safety alarm in operation	
Control access to the building	Should have control access to the building for external public, the offeror should explain/describe the security access to the building” (levels of control, e.g., may pass freely, shall be stopped by the security and asked to confirm the visit, etc.);	

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

ANNEX 3

VOLUNTARY AGREEMENT TO PROMOTE GENDER EQUALITY

Voluntary Agreement to Promote Gender Equality and Women's Empowerment

Between _____ (Name of the Contractor)

And The United Nations Entity for Gender Equality and the Empowerment of Women

The United Nations Entity for Gender Equality and the Empowerment of Women, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010 (hereinafter referred to as "UN Women") strongly encourages (_____) (hereinafter referred to as the "Contractor") to partake in achieving the following objectives:

- ☐ Acknowledge values & principles of [gender equality \(http://www.unwomen.org/en/about-us/guiding-documents\)](http://www.unwomen.org/en/about-us/guiding-documents) and [women's empowerment \(http://weprinciples.org/Site/PrincipleOverview/\)](http://weprinciples.org/Site/PrincipleOverview/);
- ☐ Provide information and statistical data (that relates to policies and initiatives that promote gender equality and women empowerment), upon request;
- ☐ Participate in dialogue with UN Women to promote gender equality and women's empowerment in their location, industry and organization;
- ☐ Establish high-level corporate leadership for gender equality;
- ☐ Treat women and men fairly at work and respect and support human rights and nondiscrimination, including through equal pay policies;
- ☐ Ensure health, safety and wellbeing of all women and men workers;
- ☐ Promote education, training and professional development for women;
- ☐ Hold gender-specific trainings or courses for staff;
- ☐ Implement enterprise development, supply chain and marketing practices that empower women;
- ☐ Promote equality through community initiatives and advocacy;
- ☐ Measure and publicly report on progress to achieve gender equality.

On behalf of the Contractor: _____

Name, Title: _____

Address: _____

Signature: _____

Date: ____/____/____
DD MM YYYY

ANNEX 4

MODEL FORM OF CONTRACT

LEASE AGREEMENT

between

and

United Nations Entity for Gender Equality and the Empowerment of Women

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 Entity for Gender Equality and the Empowerment of Women (hereinafter referred to as "**UN WOMEN**") whose address at Headquarters is 220 East 42nd Street, New York, New York, USA 10017. The Lessor and UN WOMEN 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 UN WOMEN, and UN WOMEN 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 UN WOMEN 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. UN WOMEN 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 UN WOMEN'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 UN Women Financial Rule 2407 have been satisfied,⁴ 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 UN WOMEN to the benefit of UN WOMEN.

⁴ Except where normal commercial practice or the interests of UN-Women so require, no contract shall be made on behalf of UN-Women that requires a payment or payments in advance of the delivery of products or the performance of contractual services. Whenever an advance payment is agreed in accordance with administrative instructions and justification is issued by the Chief Procurement Officer, the reason therefor shall be recorded. Progress payments may be permitted pursuant to normal commercial practice or in the interest of the organization, in accordance with administrative instructions issued by the Chief Procurement Officer.

UN WOMEN 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 UN WOMEN office and other purposes, if any, expressly set forth in this Lease Agreement, and covenants and agrees that UN WOMEN 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 UN WOMEN, 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."

It is further understood and agreed that in case UN WOMEN decides to close down the office of its Representative in the Country, or to remove it from _____, or to change the level of UN WOMEN representation in the Country, or in the event that UN WOMEN 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 UN WOMEN 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 UN WOMEN has 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 UN WOMEN, 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 UN WOMEN's agreement, the Lessor shall have the right upon reasonable prior notice to UN WOMEN, 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 UN WOMEN is a tenant in the building."

13. (a) UN WOMEN 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 UN WOMEN and may be removed therefrom by UN WOMEN 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, UN WOMEN, 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 UN WOMEN has no control, excepted. If the Lessor requires such restoration, the Lessor shall give written notice thereof to UN WOMEN 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, UN WOMEN 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. UN WOMEN 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 UN WOMEN from its obligations under this Lease Agreement as of the date of the transfer or assignment.

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 UN WOMEN, 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 UN WOMEN 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 UN WOMEN 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 UN WOMEN to undertake the repairs at the expense of the Lessor. Such permission shall be set forth in writing and shall contain a provision authorizing UN WOMEN 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. UN WOMEN 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 UN WOMEN may have for such failure, UN WOMEN 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 UN WOMEN 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 UN WOMEN the balance of any advance payment after having deducted the rent corresponding to the period of UN WOMEN's actual occupancy of the Demised Premises. Such refund shall be effected on the date UN WOMEN vacates the Demised Premises."

19. The Lessor undertakes to provide and maintain at its own cost public liability insurance which shall hold UN WOMEN harmless, and name UN WOMEN as additional insured, from claims against it as occupant of the Demised Premises, and the Lessor shall provide UN WOMEN 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 UN WOMEN, and shall make known to such insurance company the use to which the building will be put by UN WOMEN.

(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 UN WOMEN.

(c) UN WOMEN 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 UN WOMEN harmless against such claims.

(e) UN WOMEN 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 UN WOMEN 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 UN WOMEN, 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 an integral part of this Lease Agreement.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the Parties, have signed the present Agreement.

Mr./Ms.

Title

Lessor

Date

Mr./Ms.

Title

United Nations Entity for Gender Equality and the Empowerment of Women⁵

⁵ Note that all Leases, except for renewals of standard leases with no variations in terms and conditions, are signed at Headquarters.

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 UN WOMEN referred to under Paragraph 8 of the Lease Agreement.

- (1) Passenger elevator service on official UN WOMEN 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 UN WOMEN 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 UN WOMEN;
- (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

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 UN WOMEN and for the periods requested by it.