



United Nations Population Fund  
 Asia and Pacific Regional Office (APRO)  
 4th Floor United Nations Service Building  
 Bangkok, 10200 Thailand  
 E-mail: [kiatniyomrung@unfpa.org](mailto:kiatniyomrung@unfpa.org)  
 Website: [www.unfpa.org](http://www.unfpa.org)

Date: 20<sup>th</sup> March 2023

## REQUEST FOR QUOTATION RFQ N° UNFPA/BKK/RFQ/23/002

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

### The Provision of Temporary Office Space Rental for UNFPA

UNFPA requires 'The Provision of Temporary Office Space Rental for UNFPA'. Details of the required services and the selection criteria can be found from the below Terms of Reference (TOR).

#### I. About UNFPA

UNFPA, the United Nations Population Fund (UNFPA), is an international development agency that works to deliver a world where every pregnancy is wanted, every child birth is safe and every young person's potential is fulfilled.

UNFPA is the lead UN agency that expands the possibilities for women and young people to lead healthy sexual and reproductive lives. To read more about UNFPA, please go to: [UNFPA about us](#)

#### II. Service Requirements/Terms of Reference (TOR)

United Nations Population Fund Asia and Pacific Regional Office (UNFPA APRO) is looking for qualified service providers for providing 'The Provision of Temporary Office Space Rental for UNFPA'.

The objective of the RFQ is to identify a supplier who can provide UNFPA with 'The Provision of Temporary Office Space Rental for UNFPA'. The selected vendor is expected to sign a Lease Agreement with UNFPA APRO to provide the 'Provision of Temporary Office Space Rental for UNFPA'.

Detail of the Service Requirements/Terms of Reference is as follow;

#### Mandatory requirement

Item	Description	Duration of required office space (year 2023)					
		Apr	May	Jun	Jul	Aug	Sep
1	Office Rental – Closed room No. 1						
2	Office Rental – Closed room No. 2						
3	Office Rental – Closed room No. 3						
4	Office Rental – Closed room No. 4						
5	Office Rental – <i>Shared room No. 1</i>						

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### Optional requirement - Option A

Item	Description	Duration of required office space (year 2023)		
		Jul	Aug	Sep
1	Office Rental – Closed room No. 5			
2	Office Rental – Closed room No. 6			

### Optional requirement - Option B

Item	Description	Duration of required office space (year 2023)
		Sep
1	Office Rental – Closed room No. 7	

### III. Questions

Questions or requests for further clarifications should be submitted in writing to the contact person below:

Name of contact person at UNFPA:	<i>Ms. Jarintorn Kiatniyomrung</i>
Tel N°:	+66 2 687 0159
Email address of contact person:	<a href="mailto:kiatniyomrung@unfpa.org"><u>kiatniyomrung@unfpa.org</u></a>

The deadline for submission of questions is Thursday 23<sup>rd</sup> March 2023 at 17:00 hours, Bangkok time. Questions will be answered in writing and shared with parties as soon as possible after this deadline.

### IV. Eligible Bidders

This Request for Quotation is open to all eligible bidders; to be considered an eligible bidder for this solicitation process you must comply with the following:

- A bidder must be a legally-constituted company that can provide the requested services and have legal capacity to enter into a contract with UNFPA to deliver the goods/performance to The United Nations Population Fund Asia and Pacific Regional Office (UNFPA APRO), 4th Floor United Nations Service Building, Rajdamnern Nok Avenue, Bangkok, 10200 Thailand, or through an authorized representative.
- A bidder must not have a conflict of interest regarding the solicitation process or with the TORs / Technical Specifications. Bidders found to have a conflict of interest shall be disqualified.
- At the time of Bid submission, the bidder, including any JV/Consortium members, is not under procurement prohibitions derived from the [Compendium of United Nations Security Council Sanctions Lists](#) and has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any [UN Organization](#) or the [World Bank Group](#).
- Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).

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## V. Content of quotations

Quotations should be submitted via a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid **separately** from their Financial Bid containing the price information. Each envelope shall consist of a single email whenever possible, depending on file size.

a) Technical proposal, in response to the requirements outlined in the service requirements / TORs.

The Technical Bid should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

1. Brief description of the firm and the firm's qualifications: providing information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogs of the firm and financial and managerial capacity to provide the services.
2. Annex II - Technical Proposal Form
3. Detail and supporting document as indicated in the Technical Proposal Form
4. Copies of current certificates such as company registration certificate, VAT/Tax Registration Certificate, etc.

b) Price quotation, to be submitted strictly in accordance with the price quotation form.

Both parts of the quotation must be signed by the bidding company's relevant authority and submitted in PDF format.

## VI. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section V above, along with a properly filled out and signed price quotation form, are to be sent by e-mail to Email address for bid submission at [apro-procurement@unfpa.org](mailto:apro-procurement@unfpa.org) no later than: **Tuesday 28<sup>th</sup> March 2023 at 17:00 hours, Bangkok time.**

Please note the following guidelines for electronic submissions to UNFPAs APRO's dedicated email address:

- The following reference must be included by the Bidder in the email subject line:
  - UNFPA/BKK/RFQ/23/002 - The Provision of Temporary Office Space Rental for UNFPA – [Company name], Technical Bid
  - UNFPA/BKK/RFQ/23/002 - The Provision of Temporary Office Space Rental for UNFPA - [Company name], Financial Bid
  - Submissions without this text in the email subject line may be rejected or overlooked and therefore not considered.
- It is the Bidder's responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.
- Please do **NOT** send the emails containing your offer to any other email address (not even as a copy (CC) or blind copy (BCC)); otherwise UNFPA will not be able to guarantee confidentiality and fair and transparent handling of your bid. UNFPA reserves the right to reject bids sent via the appropriate channel but copied or blind copied to other email addresses.

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- The total email size may not exceed **25 MB (including email body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.
- When submitting electronic offers, Bidders will receive an auto-reply acknowledging receipt of the **first** email. Should your offer require you to submit more than one email, in the body of this first email, bidders are requested to list the number of messages, which make up their technical offer and the number of messages, which make up their financial offer. If you do not receive any auto-reply for the first email from UNFPA's email system, please inform *Ms. Jarintorn Kiatniyomrung, Programme Admin Associate* at [kiatniyomrung@unfpa.org](mailto:kiatniyomrung@unfpa.org).
- Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.

## VII. Overview of Evaluation Process

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated and scored first, prior to the evaluation and scoring of price quotations

### Technical Evaluation

Technical proposals will be evaluated based on their responsiveness to the service requirements /TORs listed in Section II and in accordance with the evaluation criteria below.

Criteria	[A] Maximum Points	[B] Points obtained by Bidder	[C] Weight (%)	[B] x [C] = [D] Total Points
<b>Location of the building Stand-off Distance (Building name, floor)</b> <ul style="list-style-type: none"> <li>• Proximity to public transport specifically BTS station in Sukhumvit line, and the distance from the BTS station</li> <li>• Proximity to hospitals</li> <li>• Proximity to eating places and grocery shops (such as Seven Eleven, Tops, etc.)</li> </ul>	100		25%	
<b>Security related</b> (assessment will be conducted by UNFPA APRO Regional Security Advisor) <ul style="list-style-type: none"> <li>• Exposure to locations of demonstrations</li> <li>• Access control measures</li> <li>• Fire Exits capacity and Locations</li> <li>• Fire Alarm System</li> <li>• Public Address System</li> <li>• Building evacuation procedures</li> </ul>	100		25%	



<b>Minimal Fit-Out Cost Stand-off Distance</b> <ul style="list-style-type: none"> <li>Fully furnished office</li> <li>size of office space/person</li> <li>(Day) light conditions</li> <li>adequate cooling and ventilation</li> <li>Basic amenities available)</li> <li>Telephone system</li> <li>Broadband internet.</li> </ul>	100		20%	
<b>Building performances</b> <ul style="list-style-type: none"> <li>Layout and design. Condition of existing building (age of the building)</li> <li>Number of elevators</li> <li>Availability of parking space</li> </ul>	100		10%	
<b>Minimal Maintenance Cost</b> <ul style="list-style-type: none"> <li>Number of power supply point per room</li> <li>Back-up Power System Air Conditioning / Ventilation System</li> <li>A/C Operating Facility After Regular Work Hours</li> </ul>	100		10%	
<b>Performance of Landlord/ Managing Agent</b> <ul style="list-style-type: none"> <li>Profile / Reputation of the Property Manager</li> <li>Other properties managed</li> </ul>	100		10%	
<b>Grand Total All Criteria</b>	<b>600</b>		<b>100%</b>	

The following scoring scale will be used to ensure objective evaluation:

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89
Meets the requirements	70 – 79
Partially meets the requirements	1 – 69
Does not meet the requirements or no information provided to assess compliance with the requirements	0

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### Financial Evaluation

Price quotes will be evaluated only for bidders whose technical proposals achieve a minimum score of **70 points** in the technical evaluation.

Price quotes will be evaluated based on their responsiveness to the price quote form. The maximum number of points for the price quote is 100, which will be allocated to the lowest total price provided in the quotation. All other price quotes will receive points in inverse proportion according to the following formula:

Financial score =	Lowest quote (\$)	X 100 (Maximum score)
	Quote being scored (\$)	

### Total score

The total score for each proposal will be the weighted sum of the technical score and the financial score. The maximum total score is 100 points.

Total score = 70% Technical score + 30% Financial score
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### VIII. Award Criteria

In case of a satisfactory result from the evaluation process, UNFPA intends to award a **Lease Agreement** to the Bidder(s) that obtain the highest total score.

### IX. Right to Vary Requirements at Time of Award

UNFPA reserves the right at the time of award of contract to increase or decrease by up to 20% the volume of services specified in this RFQ without any change in unit prices or other terms and conditions.

### X. Payment Terms

UNFPA payment terms are net 30 days upon receipt of invoice and delivery/acceptance of the milestone deliverables linked to payment as specified in the contract.

### XI. Fraud and Corruption

UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. UNFPA's policy regarding fraud and corruption is available here: [Fraud Policy](#). Submission of a proposal implies that the Bidder is aware of this policy.

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor 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 vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.

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A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](#).

**XII. Zero Tolerance**

UNFPA has adopted a zero-tolerance policy on gifts and hospitality. Suppliers are therefore requested not to send gifts or offer hospitality to UNFPA personnel. Further details on this policy are available here: [Zero Tolerance Policy](#).

**XIII. RFQ Protest**

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Designated staff to receive procurement related complaints: Klaus Beck, Deputy Regional Director (ad-interim), UNFPA Asia and the Pacific Regional Office in Bangkok at [beck@unfpa.org](mailto:beck@unfpa.org). Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Supply Chain Management Unit at [supplychain@unfpa.org](mailto:supplychain@unfpa.org).

**XIV. Disclaimer**

Should any of the links in this RFQ document be unavailable or inaccessible for any reason, bidders can contact the Procurement Officer in charge of the procurement to request for them to share a PDF version of such document(s).

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## PRICE QUOTATION FORM

Name of Bidder:	Please identify
Date of the quotation:	<a href="#">Click here to enter a date.</a>
Request for quotation N°:	<b>UNFPA/BKK/RFQ/23/002 – The Provision of Temporary Office Space Rental for UNFPA THB</b>
Currency of quotation :	<b>THB</b>
Validity of quotation:	<i>(The quotation must be valid for a period of at least 3 months after the submission deadline)</i>

- Quoted rates must be **exclusive of all taxes**, since UNFPA is exempt from taxes.

### Mandatory requirement

Item	Description	Monthly charges (year 2023)						Remark
		Apr	May	Jun	Jul	Aug	Sep	
1	Office Rental – Closed room No. 1							
	Office Rental – Closed room No. 2							
	Office Rental – Closed room No. 3							
	Office Rental – Closed room No. 4							
	Office Rental – Shared room No. 1							
2.	Security Deposit (if any)							
3.	One of set-up fee (if any)							
4.	One time exit fee (if any)							
5.	Other cost (please specify)							

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### Optional requirement - Option A

Item	Description	Monthly charges (year 2023)			Remark
		Jul	Aug	Sep	
1	Additional Office Rental – Closed room No. 5				
	Additional Office Rental – Closed room No. 6				
2.	Security Deposit (if any)				
3.	One of set-up fee (if any)				
4.	One time exit fee (if any)				
5.	Other cost (please specify)				

### Optional requirement - Option B

Item	Description	Monthly charges (year 2023)	Remark
		Sep	
1.	Additional Office Rental – Closed room No. 7		
2.	Security Deposit (if any)		
3.	One of set-up fee (if any)		
4.	One time exit fee (if any)		
5.	Other cost (please specify)		



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I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed **REQ No.: UNFPA/BKK/RFQ/23/002 - The Provision of Temporary Office Space Rental for UNFPA** including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

	Click here to enter a date.	
Name and title	Date and place	

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**ANNEX I:  
General Conditions of Contracts:  
De Minimis Contracts**

This Request for Quotation is subject to UNFPA's General Conditions of Contract: De Minimis Contracts, which are available in: [English](#), [Spanish](#) and [French](#)

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## GENERAL CONDITIONS OF CONTRACT

### DE MINIMIS CONTRACTS

1. **LEGAL STATUS OF THE PARTIES:** The Contractor shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.
2. **RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
3. **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNFPA.
4. **SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.
5. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.
6. **INSURANCE AND LIABILITY:**
  - 6.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
  - 6.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
  - 6.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
  - 6.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
    - 6.4.1 Name UNFPA as additional insured;
    - 6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;
    - 6.4.3 Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - 6.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 6.
7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission the United Nations and UNFPA.
11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:
- 11.1 The Recipient shall:
- 11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.
- 11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:
- 11.2.1 any other party with the Discloser’s prior written consent; *and*,
- 11.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under

common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

- 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
- 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
- 11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

## 12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

## 13. TERMINATION:



21-Mar-2023

- 13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 13.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 13.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 13.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.
- 13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.
14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.
- 16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
18. **TAX EXEMPTION:**
- 18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for 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. In the event any governmental authority refuses to recognize the exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UNFPA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and the UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNFPA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNFPA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNFPA and paid by the Contractor under written protest.

19. **MODIFICATIONS:** Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Procurement Services Branch of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

**20. AUDITS AND INVESTIGATIONS:**

20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

20.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

**21. LIMITATION ON ACTIONS:**

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.



23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.
24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.
26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
28. **SEXUAL EXPLOITATION:**
- 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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21-Mar-2023

**ANNEX II**  
**Technical Proposal Form**  
**UNFPA/BKK/RFQ/23/002 - The Provision of Temporary Office Space Rental for UNFPA**

Bidders are requested to complete this form, sign it and return it as part of their bid. The Bidder shall fill in this form in accordance with the instructions indicated.


Criteria description	Your response
<p><b>Building information</b></p> <p>1. Name of building: Full address: Office Floor:</p> <p>2. Name of nearest BTS: Distance from office building:</p> <p>3. Name of nearest hospital: Distance from office building:</p> <p>4. Name of nearest eating place: Distance from office building:</p> <p>5. Name of nearest grocery shop: Distance from office building:</p>	
<p><b>Security related</b></p> <p>(if the answer is YES, please provide details information and copy of document)</p> <ul style="list-style-type: none"> <li>● Does the building have Access Control Measures?</li> <li>● Does the building have Fire Exit?</li> <li>● Does the building have Fire Alarm System?</li> <li>● Does the building have Public Address System?</li> <li>● Does the building have Building Evacuation Procedures?</li> </ul>	

<p><b>Minimal Fit-Out Cost</b></p> <ul style="list-style-type: none"><li>• Size of each office room/space (in sqm)</li><li>• Please list of available furniture</li><li>• Please list of basic available amenities</li><li>• Please describe (day) light conditions</li></ul> <p><b>For the following question, if the answer if YES, please provide details information and/or documentation)</b></p> <ul style="list-style-type: none"><li>• Does the office have adequate cooling and ventilation?</li><li>• Does the office have telephone system?</li><li>• Does the office have broadband internet service?</li></ul>	
<p><b>Building performances</b></p> <ul style="list-style-type: none"><li>• Age of the building (in year)</li><li>• Please provide photo of the building</li><li>• Please provide floor-plan/layout and office design/photos</li><li>• Number of elevators:</li><li>• Number of available parking space:</li></ul>	
<p><b>Minimal Maintenance Cost</b></p> <ul style="list-style-type: none"><li>• Number of power supply point per room</li></ul>	

<ul style="list-style-type: none"><li>• Does the office have back-up power system?</li><li>• Does the office have adequate air conditioning and/or ventilation system?</li><li>• Does air conditioning facility operating after regular work hours?</li></ul>	
<p><b>Performance of Landlord/ Managing Agent</b></p> <p>Does the Company profile available?</p> <p>If you are managing agent, does your company manage other properties?</p>	

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.

Company Name: Address: Phone No: Email Address:	Authorized Signature: Date: Name: Functional Title: Email address:
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 <sup>DS</sup> 21-Mar-2023

**ANNEX III**

**LEASE**

**between**

\_\_\_\_\_

**and**

**THE UNITED NATIONS POPULATION FUND**

**THIS LEASE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year of one thousand nine hundred and \_\_\_\_\_ by and between \_\_\_\_\_ whose address is \_\_\_\_\_ for himself/herself, his/her heirs, executors, administrators, successors and assignees, [hereinafter referred to as "the Lessor"], and the United Nations Population Fund [hereinafter referred to as "the UNFPA"] acting by \_\_\_\_\_, its Representative in \_\_\_\_\_ [hereinafter referred to as "the country"], whose address is \_\_\_\_\_. The Lessor and the UNFPA are collectively hereinafter referred to as "the Parties".

**WITNESSETH:**

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

1. The Lessor hereby leases to the UNFPA, and the UNFPA 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 UNFPA office in the country and for such other purposes as the UNFPA may desire, this Lease 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 may terminate as herein

provided.

2. UNFPA shall pay the Lessor for the demised Premises a rent of \_\_\_\_\_ for each full month of the term of this Lease. 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 UNFPA'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 UNFPA financial rule 112.5 have been satisfied, the following shall be added at the end of this Article 2 to read as follows:)**

The Lessor shall issue a standby irrevocable letter of credit [or give a bank guaranty or other form of guarantee] acceptable to the UNFPA to the benefit of the UNFPA.

3. The UNFPA 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 a UNFPA office and other purposes, if any, expressly set forth in this Lease, and covenants and agrees that the UNFPA 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 shall be renewable at the option of the UNFPA, under the same terms and conditions as are set forth herein.

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

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

6. It is further understood and agreed that in case the UNFPA decides to close down the office of its Representative in the country, or to remove it from \_\_\_\_\_, or to change the level of the UNFPA representation in the country, or in the event that UNFPA 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 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 UNFPA 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 UNFPA 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, or any extension or renewal thereof.

8. The Lessor undertakes to furnish, at no additional cost to the UNFPA, 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 UNFPA's agreement, the Lessor shall have the right upon reasonable prior notice to the UNFPA 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 UNFPA is a tenant in the building.

13. (a) The UNFPA shall have the right to make alterations, attach fixtures, 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 UNFPA and may be removed therefrom by UNFPA prior to or within a reasonable time after the term of this Lease expires or is terminated in accordance herewith;

(b) Where minor alterations, renovations or additions are made on the demised Premises, the UNFPA, 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, reasonable wear and tear and damage by the elements or by circumstances over which the UNFPA has no control, excepted. If the Lessor requires such restoration, the Lessor shall give written notice thereof to the UNFPA not less than thirty days before the expiration or termination of this Lease.

(c) Where, with the prior written consent of the Lessor, major alterations, renovations or additions are made on the demised Premises, the UNFPA 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. 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. UNFPA 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 UNFPA from its obligations under the Lease 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 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 UNFPA, immediately terminate and, in case of partial destruction or damage of either the [house] [building] or the demised Premises, shall terminate at the option of the UNFPA 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 under this paragraph, no rent shall accrue to the Lessor after such total or partial destruction or damage. Should the UNFPA 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 UNFPA 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 UNFPA 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. UNFPA 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, and without prejudice to any other remedy which UNFPA may have to for such failure, the UNFPA shall have the right either to terminate this Lease 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 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 UNFPA against the Lessor, and notwithstanding any provision of this Lease to the contrary, should this Lease be terminated by the UNFPA for any reason prior to the ending date set forth in Article 1 or any extension thereof, the Lessor shall refund the UNFPA the balance of any advance payment after having deducted the rent corresponding to the period of the UNFPA's actual occupancy of the demised Premises. Such refund shall be effected on the date the UNFPA vacates the demised Premises.

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

(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 UNFPA.

(c) The UNFPA shall be responsible for the insurance of its own property, equipment and



furnishings and of that of its employees 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 UNFPA harmless against such claims.

(e) The UNFPA 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 UNFPA shall self-insure against such risks.

## 21. SETTLEMENT OF DISPUTES:

21.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

21.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 21.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

22. Nothing contained in this Lease 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 UNFPA, 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, if any.

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

**LESSOR:**

**LESSEE:  
UNITED NATIONS POPULATION FUND**

BY:

BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

## Annex A

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

- (1) Passenger elevator service on official UNFPA working days, from 8:00 a.m. to 7:30 p.m., it being agreed that all other times there shall be one elevator subject to call;
- (2) Adequate heat or air conditioning, during the appropriate seasons, on official UNFPA 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 standard of cleanliness appropriate for the use for which they are intended by the UNFPA;
- (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; and
- (9) All facilities and services which it makes available generally to tenants in the building.

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 UNFPA and for the periods requested by it.