

WINDLE INTERNATIONAL UGANDA
ANNUAL PRE-QUALIFICATION



Guidelines for Pre-Qualification of Suppliers, Works & Service Providers

Prequalification No: WIU/001/FY2023/24

Closing Date & Time: 30th November 2023

1.0 Introduction

1.1 1.2 *Corporate Social Responsibility*

WI wishes to work with suppliers who embrace our core values, and also demonstrate Corporate Social Responsibility (CSR) by taking account of economic, social and environmental factors.

1.3 *Standard Prequalification*

This is a Standard Prequalification Tender Document for supplies and services to Windle International. It is intended to assist WI to identify and evaluate potential suppliers who may subsequently be invited to tender or give quotations for supply of goods /and or services within the specified category.

1.4 *General Instructions to Applicants*

- a) The Pre-qualification document and the response thereof shall be the ONLY basis for prequalification as a Vendor in specified category.
- b) Carefully read the instructions before completing the questionnaire. Note that Submission of false

- information will lead to automatic disqualification.
- c) Responses to the pre-qualification questionnaire must be in accordance with the requirements for information in the document.
 - d) All documents must be submitted in English.
 - e) In order to simplify this process, you need to provide **certified copies** of all supporting documents requested.
 - f) Participants should indicate clearly the goods, services or works they would want to be considered for.
 - g) Answers to the questionnaire should be relevant to the goods; service or works applied for and should be as clear and concise as possible.
 - h) Completed set of pre-qualification/registration documents in a plain sealed envelope clearly marked “**Pre-qualification of Suppliers /Services (Year)**” and indicating item Code number.
 - i) WI will examine the documents to determine completeness, general orderliness and sufficiency of response. Failure to complete this questionnaire as required will result in elimination from consideration.
 - j) Please note that by responding to this questionnaire you accept that all answers provided in this questionnaire are legally binding and should the need arise, may be used as evidence in any court of law, which has jurisdiction. Further WI reserves the right without further recourse to verify at its own cost the accuracy of any answers provided herein.
 - k) The information provided in this prequalification document is strictly confidential and solely for use by WI.
 - l) Participants to kindly note that this does not amount to any contractual obligation on the part of WI and that WI is not obliged to invite tenders/quotation from any or all who express interest by responding to this prequalification process.
 - m) Where necessary and if insufficient space has been provided on the questionnaire for answers, please provide answers as supplementary on separate sheets.
 - n) The original document shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the supplier. As such the persons or persons who sign, (s the document must initial corrections.
 - o) The completed document should be signed by the authorized representative of the organization, stamped and submitted with relevant supporting documents such as relevant licenses, references, certificates, and any other information that the applicant wish to be considered.
 - p) It is a condition that participants **MUST** have complied with all statutory requirements concerning registration for VAT and remission of the required Taxes.
 - q) It is Windle International's policy to require that tenderers, suppliers, contractors and consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, WI defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:
 - i) **Corrupt practice:** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party
 - ii) **Fraudulent practice:** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation
 - iii) **Coercive practice:** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party
 - iv) **Collusive practice:** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
- WI will disqualify a Vendor where it is determined that the Vendor has engaged in corrupt or fraudulent activities in competing for the proposal for award if it determines that the tender, supplier, contractor, consultant recommended for award has engaged in prohibited practices in competing for the prequalification in question
- r) **Eligibility for Pre-Qualification**
 - i) This Invitation to prequalify is open to all Suppliers legally registered in the operating country and in respective merchandise or services.

- ii) WI's employees, committee members, board members and their relatives (spouse(s) and children) are not eligible to participate in the tender
- s) **Cost of Tendering**
 - i) **Cost of Prequalification:** The applicant shall bear all costs associated with the preparation and submission of its application, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Prequalification process
 - ii) **Cost of Prequalification Documents:** The price to be charged for the Prequalification Document shall be as indicated in the Invitation for Prequalification
- t) **Clarification of Documents**
 - i) A prospective Candidate requiring any clarification of the Prequalification Document may notify the Procurement Officer in writing or by post at WI's address indicated in the Invitation for Prequalification. WI will respond in writing to any request for clarification of the Prequalification documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by WI. Written copies of WI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Candidates that have duly received the Tender Document.
 - ii) WI shall reply to any clarifications sought by the Candidate within three (3) days of receiving the request to enable the Candidate make timely submission of its Tender.
 - iii) If a prospective Candidate sends an inquiry after the stated days or the inquiry is received by WI after the stated days, WI shall have the option of responding to the inquiry and extension of the date of submission of tenders or ignoring it
- u) **Opening of Tender boxes:** Windle International Member Trusts shall open all Tenders promptly after the close of submission. The Candidates or their representatives may attend the opening and those present shall sign a register evidencing their attendance. After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Candidate or other person(s) not officially concerned with such process until conclusion of that process.

2.0 Invitation to this Prequalification

2.1 Prequalification of Suppliers & Service Providers

Windle International Uganda invites sealed bids from eligible bidders as described below. WIU intends to establish a database of qualified suppliers for various goods and services for the year 2023/24

S/N or Code	Item Description	Status

Note:

Local suppliers within areas where the projects are operational are encouraged to apply. Vendors are encouraged to choose the preferred schools they are able to supply and items they wish to supply

1.0 Prequalification Questionnaire

3.1 Corporate Information

No	Information Required	Information Provided
i.	Company /Organization Name	
ii.	Trading Name (if different from above)	
ii.	Legal status (partnership/sole proprietor/ Ltd. Company)	
iv a)	Company registration certificate No. (attach copy)	
b)	Certification by regulatory bodies (e.g. KPLC, Ministry of public works etc.) (Attach copies)	
v	Nature of business licensed to operate as indicated on the document. Attach a copy	
vi	VAT No (Attach Copy)	
vii	Contact Person	
	Name	
	Title	
	Tel. No	
viii	Postal Address	
	Tel. No	
	Fax	
	Email Address	
	Website	
ix	Physical Location	
X	Is your organization a public Listed Company? If Yes, attach copies.	
Xi	Is your Company/organization a partnership? If Yes, attach partnership deed.	

3.2 Names of Directors and their nationality:

No	Names of partners/shareholders	Nationality	Citizenship	Percentage of shares
i.				

ii.				
iii.				
iv.				
v.				

3.3 Financial Information

a)

i)	What is your turnover in the last two years	2020	2021
ii)	Has your organization/company met all its obligations to pay its creditors and staff during past year? Give details	Yes	No
iii)	Have you had any contracts terminated for poor performance in the last three years or any contracts where damages have been claimed by the contracting authority? <input type="checkbox"/> If Yes, please give details. <input type="checkbox"/> If No Please explain why.	Yes	No

b) Bank details

What is the name and branch of your bank (who could provide a reference)?

Name of the bank	
Branch	
Telephone Number	
Postal Address	
Contact Person name	
Contact Email	

c) Name of the Insurance

Please provide details of your current insurance cover

Employer's Liability	
Public Liability	
Professional Indemnity (if Applicable)	
Other (Specify)	

d) Accounts: Provide a copy of the following

- i) A copy of your most recent audited accounts for the last two years
- ii) A statement of your turnover, profit & loss account and cash flow for the most recent year of trading
- iii) A statement of your cash flow forecast for current year and a bank letter outlining the current cash and credit position.

3.4 Business Activities

- i) What are the main business activities of your organization?

Manufacturer	
Assembler	
Distributor	
Service Centre	
Retailer	
Other(Please Specify)	

- ii) If a manufacturer or service organization, are your products certified by Uganda Bureau of standards or are you affiliated to a recognized accrediting body?

Yes No
 (Attach documentary evidence of certification)

- iii) If you are not a manufacture, are you an authorized dealer?

Yes No
 (Attach manufacturer's authorization certification)

- iv) How many staff does your organization have? Indicate the number under each category.

Category	Number
Technical & permanent	
Technical & temporary	
Semi-skilled I & permanent	
Semi-skilled I & temporary	

- v) Please generally describe the experience and expertise your organization possesses that will enable you to effectively and efficiently undertake the work you are bidding for as required by WI.
- vi) Attach your company/organization organogram with emphasis on the job you are bidding for.
- vii) Provide details of your key personnel and attach their CV'S. **IF** you are applying for provision of professional services.(Use a separate sheet of paper)
- viii) Have you or your principals been subject of legal proceedings for insolvency, bankruptcy, receivership or your business activities suspended for related reasons?

Yes No

If yes, when (If yes, you must present legal documentary evidence that you are cleared and your business is now solvent).

- ix) Are you or your servants or agents subject of legal proceedings for corrupt or unethical business practice or offered any inducement to any procurement entity so that you can be considered for award of a tender?

Yes No

- x) Is the firm/company making this application or any of its directors been debarred or suspended from participating in public procurement or have any procurement entity initiated proceedings of that nature against the firm or one of its directors, for any reason whatsoever?

Yes

No

xi) Which quality standards certification have you attained in the last two years? (Attach copies and give details on a separate sheet of paper)

.....

xii) What is your average response time to a request for quotation/RFP?

.....

xiii) What is your average response time to delivery of goods /services after issuance of LPO?

.....

xiv) What is the maximum value of business, which you can handle at any one time?

.....

xv) What products/services do you want to be considered to supply? (Indicate relevant category and product code and Location)

Product Code Number	Goods would like to supply	Supply location

3.5 Trade References

Prospective suppliers are required to demonstrate their experience in the field applied for by providing details of at least 5 previous contracts in the table provided below

NO	Customer or organization name)	Customer contact name and phone number	Contract reference and brief description	Date contract awarded	Value of business transacted
1					
2					
3					
4					
5					

3.6 Management Policy

- a) **Employee Integrity:** How does the firm ensure the integrity of staff? Detail any related policies
- b) **Code of Conduct/Ethics:** Does your company have a code of conduct? If so, please attach a copy. Indicate if the company subscribes to a professional body with a code of conduct or ethics
- c) **Company employment policy:** Does your firm have a documented employment policy? What are the key highlights from this policy if it's in existence?

3.7 Documents Comprising the Application

To be eligible, the candidate must prove that they qualify to participate in public procurement by providing the following mandatory documents for pre-qualification. These documents must be attached to this application.

Checklist	Available
Valid Tax Compliance Certificates	
Trade license	

Certificate of Business Registration,	
Audited Accounts OR Bank statement for the last 6 months	
Two Letters of recommendation from your current corporate clients /organizations	
VAT Certificate – where applicable	
Declaration Form fully filled and signed	
Local Authority Licenses – Business Permit	
Confidential Business Questionnaire Fully filled	

3.8 Declaration

For purpose of transparency and fair dealing, all vendors shall make full disclosure of any past/existing business relationship with any WIU employee.

Do you have a relationship with any WIU employee that would cause any real or perceived conflict of interest?

Yes

No

If yes Specify the type of relationship

.....

I declare for and on behalf of (company/firm) that all the information furnished to WI in connection with this pre- qualification is true and accurate in all material respect. WI is hereby authorized to make such inquiries relating to the said information including with the firms/company's clients and bankers as it may deem necessary without prior notice to the firm/company.

Information submitted by

Title

Signature

Date

Telephone Number

Email

Company Stamp

Witnessed by

Title

Signature

Date

Telephone Number

Email

Company Stamp



General Terms and Conditions for Services/Goods

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the WI. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of WI.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to WI in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect WI and shall fulfill its commitments with the fullest regard to the interests of WI.

3.0 CONTRACTOR'S 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.

4.0 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 WI.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of WI for all sub-contractors. The approval of WI 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 to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of WI has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, WI, 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 workmen'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.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 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.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 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.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name WI as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the WI;

8.4.3 Provide that the WI shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the WI with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/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 the WI against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by WI shall rest with WI and any such equipment shall be returned to WI at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to WI, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate WI for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the WI 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 the WI 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, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the WI.

11.2 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, the WI does not and shall not claim any ownership interest thereto, and the Contractor grants to the WI 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.

11.3 At the request of the WI; 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 the WI in compliance with the requirements of the applicable law and of the Contract.

11.4 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 the WI, shall be made available for use or inspection by the WI at reasonable times and in reasonable places, shall

be treated as confidential, and shall be delivered only to WI authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF WI OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with WI, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of WI, or any abbreviation of the name of WI in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and 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:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 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,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 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 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 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:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.3 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, the Contractor will give the WI sufficient prior notice of a request for the disclosure of Information in order to allow the WI to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The WI may disclose Information to the extent as required by the law

13.5 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.

- 13.6** 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.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the WI, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the WI of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the WI shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the WI shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

- 14.4** The Contractor acknowledges and agrees that, with respect to any

obligations under the Contract that the Contractor must perform in or for any areas in which the WI is engaged in, preparing to engage in, or disengaging from any peacekeeping, 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..

15.0 TERMINATION

- 15.1** 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.

- 15.2** WI reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case WI shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3** In the event of any termination by WI under this Article, no payment shall be due from WI to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

- 15.4** 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, the WI 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 the WI of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle

amicably any dispute, controversy or claim arising out of this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. 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.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities including its subsidiary organs.

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle WI to terminate this Contract immediately upon notice to the Contractor, at no cost to WI.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly

engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle WI to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of WI.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged 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 appropriate measures to prohibit its employees or other persons engaged by it from,

exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle WI to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The WI 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of WI, only the WI Authorized Official possesses the authority to agree on behalf of WI 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 WI unless provided by an amendment to this Contract signed by the Contractor and jointly by the WI Authorized Official.