

REQUEST FOR QUOTATION (RFQ) FOR SERVICES

Development of three-Dimensional City representations for an area of interest of Maximum 200km ²	DATE: March 08, 2020
	IRENA REFERENCE: RFQ/2020/001

Dear Sir / Madam:

We kindly request you to submit your quotation for the development of three-Dimensional urban representations of several cities covering a total area of interest of Maximum 200km², details of which are in Annex 1 Terms of Reference (TOR). With this RFQ, IRENA intends to enter into a Long Term Agreement (LTA) for one year, to be renewed up to four years, based on satisfactory performance and at the discretion of IRENA. The prices shall be maintained for at least one year without any change or increase.

Please be guided by the form attached hereto as Annex 2, in preparing your quotation.

Quotations may be submitted on or before **19 March 2020, 14:00hrs Abu Dhabi time** and via Procurement@irena.org or to the address below:

International Renewable Energy Agency (IRENA)

Procurement Section
Masdar City
P.O. Box 236
Abu Dhabi, United Arab Emirates

CONTACT PERSON:

Amel ElTayeb
Aeltayeb@irena.org

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

Please take note of the following additional requirements and conditions pertaining to the supply of the abovementioned services:

Delivery Address / Location	IRENA Headquarters Masdar City P.O. Box 236 Abu Dhabi, United Arab Emirates
Method of RFQ Submission:	<u>RFQ for Services:</u> <i>Two pdf files – One file marked as the <u>Technical Offer</u>, and the other marked as the <u>Financial offer</u> – submitted by email to the following email address: procurement@irena.org</i>
Preferred Currency of Quotation ¹	<input type="checkbox"/> USD
Tax on Price Quotation	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes
Payment Terms	<input type="checkbox"/> To be agreed in the LTA
Conditions for Release of Payment	<input type="checkbox"/> Render of Services as per the Contract deliverables.
Deadline for the Submission of Quotation	<i>19 March 2020, 14:00hrs Abu Dhabi Time</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input type="checkbox"/> English
Additional documents to submit	<input type="checkbox"/> Certificate of Registration, <input type="checkbox"/> Company Profile
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days
Evaluation Criteria	<input type="checkbox"/> <u>For Services:</u> Bids are scored on a combined score - Technical Offer is 60% (according to the technical evaluation criteria in the TOR) and the Financial is 40%. The cut off technical score is 70%. Contract will be awarded to the lowest bid.

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies

Annexes to this RFQ	<input type="checkbox"/> Terms of References (TOR) (Annex 1) <input type="checkbox"/> Form for Submission of Quotation (Annex 2) <input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) Non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this bidding process.
Contact Person at IRENA for Inquiries	<i>Amel ElTayeb</i> <i>Procurement Officer</i> <i>Aeltayeb@irena.org</i>

- a. Services proposed shall be reviewed based on completeness and compliance of the quotation with the minimum specifications or as described in the Terms of Reference / Scope of Work (TOR/SOW) above and or any other annexes providing details of IRENA's requirements.
- b. The quotation that complies with all of the specifications (TOR evaluation criteria) and requirements and offers the lowest price shall be selected. Any offer that does not meet the requirements shall be rejected.
- c. Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by IRENA. The unit price shall prevail, and the total price shall be corrected. If the vendor does not accept the final price based on IRENA's re-computation and correction of errors, its quotation will be rejected.
- d. Any Purchase Order that will be issued shall be subject to the General Terms and Conditions herein attached hereto.
- e. IRENA is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with your preparation and submission of a quotation, regardless of the conduct or outcome of the selection process.
- f. IRENA reserves the right to accept or reject any Proposal, to render any or all Proposals as non-responsive, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer, or any obligation to inform the affected Proposer(s) of the grounds for IRENA's action. IRENA shall neither be obliged to award the contract to the lowest price offer.
- g. Prior to the expiration of proposal validity, the contract may be awarded to the Proposer whose proposal is determined to be in the best interests of the Agency, based upon the evaluation method indicated in the Data Sheet and with due consideration given to the general principles governing IRENA procurement activities.
- h. At the time of award of Contract or Purchase Order (PO), IRENA reserves the right to vary the quantity of services, by up to a maximum.

- i. IRENA implements a zero tolerance on fraud and corrupt practices, and is committed to preventing, identifying and addressing all such acts and practices against IRENA, as well as third parties involved in IRENA activities.

Sincerely yours,

IRENA (Authorised Officer)
Luay Shalkhoub
Chief Procurement Officer
08th March 2020



TERMS OF REFERENCE

International Renewable Energy Agency (IRENA)

DEVELOPMENT OF THREE-DIMENSIONAL CITY REPRESENTATIONS FOR AREA OF INTEREST OF MAXIMUM 200km²

1. Background

The New Urban Agenda

- a) The New Urban Agenda of the United Nations highlights the role of cities to decide on opportunities for the relevant Sustainable Development Goals to be supported by national plans that will foster the sustainable development and extension of cities. Through various engagement mechanisms and forums, thousands of cities have demonstrated their commitment to embrace sustainable practices. The urban environment is a complex nexus, however, and urban planning will involve a multi-disciplinary approach.
- b) With regard to decentralised electricity production from rooftop photovoltaic (PV) energy, IRENA reviewed methodologies for producing solar rooftop maps (solar cadasters) to support urban planning in developing countries. Such methodologies have been deployed in developed economies and are yet to be deployed in cities of developing countries. The review established the need for solar cadasters as urban planning instruments, supporting the recommendations of the New Urban Agenda. Yet, the specifics of the developing world need to be factored in, and solar cadasters should contribute to supply an improved electricity service that is accessible, affordable and reliable.
- c) Every city faces its own challenges, and while modelling techniques may be similar, it is essential that the services to the community be tailored to the various levels of policy and market maturity. Existing models fail to respond to the issues faced by the developing world, where the private sector is yet to engage more actively; thus, there is a need for specific adaptation.
- d) The international community has a role in this area to engage and stimulate the dialogue

and support the diffusion of technology. It is expected, therefore, that this contribution will motivate further dialogue in terms of energy planning in the urban context, and that it will lead to actionable and pragmatic solutions to enhance energy sustainability in developing country cities.

The Global Atlas for Renewable Energy

- e) The Global Atlas for Renewable Energy (hereafter referred to as Global Atlas) is an international partnership coordinated by the International Renewable Energy Agency (IRENA). It aims to provide the data, tools and methods for countries and communities to prospect and harvest their renewable energy potential. Initiated in 2010, it has gathered a community of 200 000 users as of 2019, exploiting freely available renewable energy resource maps and online web services from a range of applications, from mapping energy potentials (zoning) to performing advanced renewable energy-site prospecting. Building on these assets, IRENA is able to perform offline analyses, such as regional assessments of renewable energy potentials, as well as detailed site analyses.
- f) The scope and relevance of the Global Atlas, however, is limited over densely populated areas. These complex environments require a higher level of detail compared to utility-scale analyses, in particular due to the effect of buildings on the resource and the building layout itself, which conditions the dimensioning of the systems.
- g) In the developing world, rapid global urbanisation rates come with growing energy issues. The growing energy appetite of cities stretches the capability of infrastructure to deliver effective and reliable services, as emphasised by the United Nation's New Urban Agenda, which charts the way to ensure universal access to affordable, reliable and modern energy services in cities.
- h) City-level policies are significantly effective in promoting renewable energy, and a growing trend is the emergence of local policies that enable individual households or communities to invest in urban renewable-based energy systems. The New Urban Agenda indicates urban planning as the instrument to develop efficient and effective policy frameworks.
- i) Urban planning is, however, a challenge in developing countries and IRENA seeks to

expand its energy zoning capabilities to urban environments. Such capabilities would assist cities in developing countries to develop and use urban planning approaches, with the overall objective to improve energy access and deliver reliable and affordable electricity.

- j) Under contract with the Federal Ministry for Environment, Nature Conservation, Building and Nuclear Safety (BMUB) (ref. 17-1-289), IRENA has initiated a project (Energy Solutions for Cities of the Future), which aims at empowering cities to deploy renewable energy. Under this contract, Output IV consists in building a solar city simulator, which has been demonstrated on one pilot city – Kasese, Uganda and the same work for Zhangjiakou, China is under progress. After the release of the solar city simulator for Kasese, Uganda, quite a few member countries have shown potential interest to request for the similar services for their targeted city in 2020. In order to prepare and support the needs of member countries to develop their rooftop solar PV installation market, IRENA is preparing this procurement of development of 3D city simulation, identifying and delimiting rooftops for area of interest of maximum 200 km².

2. *Scope of work*

IRENA has expressed interest in understanding the solar PV potential of specific urban centers by building their corresponding rooftop Solarcity simulators after receiving official requests from the IRENA's member countries. The maximum total area of these cities is 200 km².

The contractor will deliver a 3-dimensional (3-D) representation for each city of interest. The 3-D city model will be generated from stereoscopic reconstruction, under the below assumptions:

- The stereoscopic analysis will be based on a pair of high-resolution satellite images at 30-cm resolution. The source images shall be a maximum **one-year-old**.
- The outcome will be a 3-D modelling of the urban areas at a level of detail corresponding to LOD2 according to CityGML's classification.

The contractor will deliver the outcomes as follows:

- A. The original satellite images and satellite orthoimage in Geotiff format;
- B. Digital terrain model computed from high-resolution satellite image stereoscopy in

Geotiff format;

- C. 3D building vector model in a GIS-compatible shapefile format, with metadata including elevation, tilt, and azimuth per section of the roof.
- D. The city representation in 3 dimensions, in CityGML format or other open-source formats;

The contractor is requested to clarify the intellectual property for each outcome, noting that:

- ✓ It will be IRENA's wish to supply deliverable C to a third party for post-processing. However, IRENA shall retain its copyright on C;
- ✓ It will be IRENA's wish to make available to the public, in high-resolution, and in a downloadable format outputs B, C, D, under IRENA's copyright;
- ✓ It will be IRENA's wish to make available for visualisation (but not for download), the original satellite images (output A). Please indicate clearly the copyright restrictions applying to the original satellite images.

3. TASKS

Task 1: Sourcing of Input Data

IRENA will provide the coordinates of the considered urban areas. The total extend for all the cities of interest is not expected to exceed 200 km². For the considered areas, the contractor will source a pair of satellite images at **30-cm** resolution or better, for example, from Worldview-3 satellites. The image pair should be no more than one-year-old.

Task 2: Produce 3-D city model

The contractor will produce a 3-D representation of each urban area. The contractor will document the methodology and uncertainties related to the detection of rooftop edges and building height. The methodology for the treatment of calculation artifacts shall be documented and delivered. It is expected that this simulation will generate the city representation at the LOD2 level of details according to CityGML's classification.

Task 3: Create the output files

The contractor generates a shapefile containing polygons describing the city's rooftops. The metadata for each roof polygon will include surface, height, tilt angle, azimuth, and AMSL/AGL, etc.

4. Duration and mode of work

The work is performed remotely. The expected duration is no more than one month from the moment the exact locations have been delivered to the contractor.

IRENA will be invoiced by the contractor each time after the satisfactory delivery of each city until the total value of the contract is depleted. The contract will be valid for a year. The number of cities will be identified based on the real requests received from countries.

5. Milestones

T being the date after IRENA gives the area of interest to the contractor

n being the number of the area assigned to the contractor

Deliverables		Delivery Date
Dn.	3-D representation and documentation for area n	Tn + 1 month

6. Evaluation Criteria

Proposals will be considered on their technical merits based on the following criteria, weighted as indicated:

Description	Points
Quality of work: accuracy of the vector features of the 3D model and the associated metadata – provide a sample	45 points
Support: experience in dealing with global clients, not less than five to six years, provide clients' list or examples of testimonials – provide a list	10 points
Qualification: experience of staff in charge of the project (e.g., GIS engineer, image processing, computational support, etc.), not less than five years - attach CV	10 points
Resources: Capability to work on several cities in one project to be delivered at high-quality in a defined period - provide the size of the available computing resources to meet the technical requirements and the team members	15 points
Provide a full list of cities that your company already processed in the last two years	10 points
Quality Assurance measures – Please indicate verification process	10 points
Total	100 points

SUPPLIER'S QUOTATION

We, the undersigned, offer to supply the items listed below in conformity with the RFQ specification, terms, and conditions:

Item No.	Description of Services	USD cost per Sq Km2
1	Development of a new 3D urban representations as per the ToR –costs per km2 and density	
2	Delivery of an existing 3D urban representations as per the ToR –costs per km2 and density	
The cost indicated above must include all related charges		

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

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

Annex 3

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE

1. DEFINITIONS

In these General Terms and Conditions for Professional Services (hereinafter referred to as “General Terms and Conditions”) the following definitions shall apply:

“Agency” means the International Renewable Energy Agency.

“Contract” means the written agreement relating to the provision of Services entered into by the Agency and the Contractor and includes these General Terms and Conditions.

“Contractor” means the legal entity named in the Contract and with whom the Contract has been entered, or its successors.

“Parties” means the Contractor and the Agency collectively, and “Party” means either one of them.

“Services” means any service provided, or to be provided, to the Agency by the Contractor (or any of the Contractor’s sub-contractors) pursuant to or in connection with the Contract.

2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Agency. Neither the Contractor, and any subcontractor, nor any of their personnel shall be considered to be employees or agents of the Agency.

3. PAYMENT TERMS

(a) The Agency shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon the Agency's acceptance of the work specified in the Contract.

(b) The prices shown in the Contract cannot be increased except by express written agreement by the Agency. The Agency will not pay any charge for late payment unless expressly agreed to in writing.

4. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES AND ASSIGNMENT OF PERSONNEL

(a) The Contractor shall supervise and be responsible for the professional and technical competence of its employees and shall select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

(b) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Agency or unless requested by the Agency. The Agency shall not unreasonably refuse or delay approval of any such withdrawal or replacement.

(c) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Agency for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Agency of the impact which such assignment, replacement or withdrawal would have on the Services.

(d) In the event of replacement or withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor's personnel shall be for the account of the Contractor. Such replacement or withdrawal shall not be considered as termination in part or in whole of the Contract.

5. SOURCE OF INSTRUCTIONS

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

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of the Agency. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.

7. ASSIGNMENT AND INSOLVENCY

(a) The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of the Agency.

(b) Should the Contractor become insolvent, adjudged bankrupt, or should control of the Contractor change by virtue of insolvency, the Agency may, without prejudice to any other rights or remedies, immediately terminate the Contract by giving the Contractor written notice of termination.

8. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval of the Agency for all such subcontractor(s). The Agency's approval of a subcontractor shall not relieve the Contractor of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

9. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Agency, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation, product liability and to liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

10. INSURANCE AND LIABILITIES TO THIRD PARTIES

- (a) The Contractor shall provide and thereafter maintain all appropriate workers compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, bodily injury or death arising from or in connection with the implementation of the Contract.
- (b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from or in connection with the implementation of the Contract or from the operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors performing work or services in connection with the Contract.
- (d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:
 - (i) Name the Agency as additional beneficiary (additional insured);
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Agency;
 - (iii) Provide that the Agency shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (e) The Contractor shall, upon request, provide the Agency with satisfactory evidence of the insurance required under this Article.
- (f) The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Agency against any monies due or to become due for any Services provided under the Contract, or by reason of any other claim or demand against the Contractor.

12. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by the Agency shall rest with the Agency and any such equipment shall be returned to the Agency at the conclusion of the Contract or when no longer needed. Such equipment, when returned 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 the Agency for any damage or degradation of the equipment that is beyond normal wear and tear.

13. 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 the Contract.

14. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

- (a) Except as otherwise expressly provided in the Contract, the Agency shall be entitled to all intellectual property and other property rights, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced, prepared or collected in consequence or in the course of the execution of the Contract. At the request of the Agency, the Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such proprietary rights and transferring them to the Agency in compliance with the requirements of the applicable law.
- (b) 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 Agency does not and shall not claim any ownership interest thereto, and the Contractor grants to the Agency a non-exclusive, perpetual and irrevocable license to use such intellectual property or other proprietary right.

15. CONFIDENTIALITY

- (a) All technical, financial or other documentation and data the Contractor compiled for or received from the Agency under the Contract shall be treated as confidential and shall be delivered only to the Agency's authorised officials on completion of the work or services or as requested by the Agency.
- (b) The Contractor may not communicate at any time to any other person, Government or authority external to the Agency, any information known to it by reason of its association with the Agency which has not been made public except with the authorisation of the Agency, nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the Contract.

16. USE OF NAME, EMBLEM, OR OFFICIAL SEAL OF THE AGENCY

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage that it is a Contractor of the Agency, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of the Agency or any abbreviation of the name of the Agency in connection with its business or otherwise, without the prior written approval by the Agency. These obligations do not lapse upon termination of the Contract.

17. FORCE MAJEURE

- (a) *Force majeure* as used herein shall mean 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.
- (b) In the event of or 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 Agency of such occurrence if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify the Agency of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with the Contractor's performance under the Contract. Upon receipt of the notice required

under this Article, the Agency 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 the Contract.

(c) 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 the Contract, the Agency shall have the right to terminate the Contract on the same terms and conditions as are provided for in Article 19 ("Termination") of these General Terms and Conditions, except that the period of notice may be seven (7) days instead of thirty (30) days.

18. AMENDMENT

Except as otherwise expressly provided in the Contract, the provisions of the Contract and the annexes thereto may be amended or supplemented only by means of a written agreement signed by all of the Parties or their authorised representatives.

19. TERMINATION

(a) The Agency may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor. The initiation of arbitral proceedings in accordance with Article 20 ("Settlement of Disputes") of these General Terms and Conditions, shall not be deemed a termination of the Contract.

(b) The Agency may terminate forthwith the Contract at any time should the funding for the Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the Agency for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

(c) In the event of termination by the Agency, no payment shall be due from the Agency to the Contractor except for work and services satisfactorily performed and accepted by the Agency in accordance with the express terms of the Contract.

(d) Should the Contractor be adjudicated 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 Agency may, without prejudice to any other right or remedy it may have under the Contract terminate the Contract forthwith. The Contractor shall immediately inform the Agency of the occurrence of any of the above events.

20. SETTLEMENT OF DISPUTES

(a) **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 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.

(b) **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 20(a) above ("Amicable Settlement"), 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, nor 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.

21. 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 Agency.