

United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



Empowered lives.
Resilient nations.

LTA No: UNDP-PAPP-CON-2010-066 (Package #1)

Amendment No 1

Jerusalem, 12 December 2011

Dear Sir,

**Ref.: Long Term Agreement for the Supply of Security and Safety Items (Package # 1)
Between the UNDP and Aset Future**

The United Nations Development Programme/Programme of Assistance to the Palestinian People (hereinafter referred to as "UNDP/PAPP"), wishes to amend the above mentioned long term agreement signed on **1 August 2010**, between UNDP/PAPP and **Aset Future** (hereinafter referred to as the "the Contractor"), in order to reflect the changes described hereunder:

1. Duration:

This Agreement shall be in full force and effect for another period starting from **1 January 2012 to 31 December 2012**.

All other terms and conditions of the long term agreement No. UNDP-PAPP-CON-2010-066, shall remain in full force and effect.

If the above terms and conditions meet with your agreement as they are typed in this letter, please initial this letter and return it to this office duly signed and dated.

Yours sincerely,


Khalid Shahwan

Deputy Special Representative (Operations)

For **Aset Future**

Agreed and Accepted:

Signature:

Name:

George Salfity

Title:

General Manager

Date:

15 December 2011

MH
NIP


United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



UNDP-PAPP-CON-2010-066 (Security Items Package #1)

LONG TERM AGREEMENT FOR THE PROVISION OF GOODS

BETWEEN

THE UNITED NATIONS DEVELOPMENT PROGRAMME

And

Aset Future Co.

FOR THE SUPPLY OF Security Items (Package #1) FOR THE USE OF UNDP/PAPP AND SISTER AGENCIES

This Long Term Agreement is made by and between the United Nations Development Programme/Programme of Assistance to the Palestinian People, located at 4A Yaqubi Street in Jerusalem, a subsidiary organ of the United Nations, acting for itself (hereinafter "UNDP/PAPP") and **M/S Aset Future Co.** with its headquarters at Jerusalem (hereinafter called "Contractor").

WITNESSETH

WHEREAS, UNDP/PAPP seeks a highly qualified, independent dealer for the supply of security items for the use of UNDP/PAPP and other sister agencies to be requested by UNDP/PAPP as and when required in accordance with the terms and conditions hereinafter specified;

WHEREAS, the M/S. Aset Future Co. agrees to provide the goods and Services, in accordance with the terms of this agreement to the UNDP/PAPP.

WHEREAS, that M/S. Aset Future Co. represents that it is able to provide the Goods and Services in accordance with the terms and conditions set forth in this agreement;

NOW, THEREFORE, in consideration of their mutual covenants and subject to the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

Article 1: DEFINITIONS

For the purpose of this Agreement, the following capitalized terms shall have the meanings defined below (the definitions to be applicable to both the singular and the plural forms of each term defined):

"Authorized Representative" shall mean, any person designated by UNDP/PAPP in writing to request goods and Services.

"Goods and Services" means the list of all security items, which the Contractor agrees to, provide and/or has provided including maintenance service pursuant to the terms and conditions of this document and Annex B.

"Documentation" means user manuals, Services descriptions and specifications, technical manuals, supporting materials and other printed information relating to Goods offered by the Contractor, whether distributed in print, electronic or CD-ROM format.

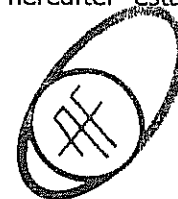
"Purchase Order" means, individually and collectively, as the case may be, either a written or electronic order from the UNDP/PAPP to the Contractor for security items and maintenance services to be purchased under the terms and conditions of this document and Annex B.

Article 2: CONTRACT DOCUMENTS AND ORDER OF PRIORITY

1. This document, together with the following documents, which are incorporated herein by reference, constitute the entire contract between the UNDP/PAPP and the Contractor (hereinafter called the "Agreement"):
 - a. The United Nations General Conditions of Contract for goods (hereinafter the "General Conditions") attached hereto and marked as "Annex A";
 - b. Contractor Goods attached hereto and marked as "Annex B".
2. The documents comprising this Agreement are complementary of one another, but in case of any ambiguities, inconsistencies, conflicts, or discrepancies between or among them, the following order of priority shall apply:
 - a. The present document;
 - b. Annex A;
 - c. Annex B.

Article 3: SCOPE OF WORK

1. The Contractor shall, during the term of this Agreement, provide the types of Goods and services which are listed in Annex B, as required (to the different site locations in the West Bank and Jerusalem Areas) and as specified in Purchase Orders, including the necessary assembly and after sales services in addition to the maintenance services, in accordance to the terms and conditions of this documents and Annex B hereto.
2. The Contractor shall be fully responsible for all work and services performed by its employees, agents, or sub-contractors. The UNDP/PAPP shall not be liable for payment for services to any such person under any such agreement.
3. The Contractor shall comply with and undertakes that its employees, personnel, agents or sub-contractors, shall obey all safety and security regulations now or hereafter established by the UNDP/PAPP.



Handwritten initials or signature.

Handwritten mark or signature in the bottom left corner.

Article 4: CONTRACT PRICE

For all items included in package number 1, as set forth in Annex B, three LTA's have been established with different suppliers. As such it is required that an informal competitive bidding process will be held among the 3 LTA holders, when a requirement for any of the aforementioned items arise. A request for unit cost and delivery time will be sent to each LTA holder. LTA holders shall provide the requested quotation within 48 hours of receipt of the request. Award of the requirement will be made to the LTA holder which provides the best combination of price and delivery time. The successful LTA holder will be sent a Purchase Order. No action should be taken by the LTA holders unless an official PO is received from UNDP.

4. UNDP/PAPP does not warrant that any quantity of Goods and Services will be purchased during the term of this Agreement.

Article 5: INVOICING AND PAYMENT

5. The Contractor shall invoice the UNDP/PAPP for the Goods and Services provided hereunder.
6. The UNDP/PAPP will effect payment for the Goods and / or services within thirty (30) days from the invoice date. Payments shall be due thirty (30) days from the delivery date of the complete order, as recorded on the Receiving Inspection Report ("RIR") documentation from the third party carrier that the Goods and / or services have been delivered to the requested final site location, thereby evidencing the date of delivery. All payments shall be made in the USD currency unless otherwise agreed. If at any time, the UNDP/PAPP is delinquent in payment of any invoice or is otherwise in breach of this Agreement, Contractor, may, at its direction, and without prejudice to its other rights, withhold shipment of any Purchase Order for Goods and / or services, and place any and all future Orders on hold until all past due amounts are paid in full.

Article 6: CHANGES IN CONDITION

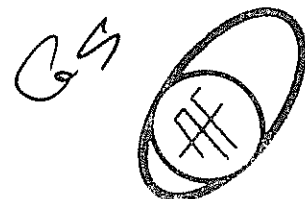
7. In the event of any advantageous technical changes and/or downward pricing of the Goods and / or Services during the duration of this Agreement, the Contractor shall notify UNDP/PAPP immediately. UNDP/PAPP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 7: CONTRACTOR'S REPORTING

8. The Contractor will report semi-annually to UNDP/PAPP on the Services provided to UNDP/PAPP, and other end users.

Article 8: DURATION

9. This Agreement shall commence on 1 August 2010 ("Effective date") and shall expire on 31 December 2011 unless terminated as set forth below.
10. The Parties agree that this Agreement can be extended on the same terms and conditions for additional periods of twelve (12) months each, or such shorter duration as they may determine, by mutual written agreement by authorized representatives of the Parties, not less than thirty (30) days prior to the expiration of the current term of the Agreement.



Article 9: NOTICE

11. Any notice or other communication required under this Agreement shall be in writing and deemed to be property given upon receipt by the addressee at the address mentioned on the first page hereof, unless otherwise agreed.

Article 10: CONFIDENTIALITY

12. The Contractor shall not disclose for any purpose (unless required by law or judicial order) any information provided by UNDP/PAPP to the Contractor under the present Agreement.

Article 11: GENERAL AND SPECIAL TERMS AND CONDITIONS

13. The standard UNDP General Conditions for goods, attached as Annex A, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above

Article 12: ACCEPTANCE

14. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

15. This Agreement may not be amended or otherwise modified unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have signed this Agreement:

ACCEPTED

FOR Aset Future Co.

Name: *George Salfity*
Title: *General Manager*
Date: *18/8/2010*

ACCEPTED

FOR UNDP/PAPP:

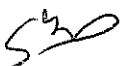
Name: *Jens Toyberg-Frandzen*
Title: **Special Representative of the Administrator**
Date: **01 August 2010**

UNDP-PAPP-CON-2010-066 (Security Items Package # 1)

**Aset Future Co.
Annex B**

1. Communication		
Item #	Description	Delivery Time in Days
1.1	Motorola VHF Hand Held Radio GP388 with Programming	14 days
1.2	Motorola VHF Mobile Radio with full accessories GM360	14 days
1.3	VHF Base Station Complete	14 days
1.4	Handheld satellite terminal Thuraya or equivalent	21 days
1.5	GPS receiver, basic Garmin or equivalent	14 days
1.6	GPS receiver, advanced or equivalent	14 days

Aset Future
Mr. George Salfiti
Tel: 5854380
Fax: 6264684
E-mail:aset@aset-future.com

A handwritten signature in black ink is written below a circular stamp. The stamp contains a stylized logo consisting of a circle with a cross-like symbol inside.A small, handwritten mark or signature in the bottom left corner of the page.