UNAMIR

UNAMIR CONTRACTORS

1 MAR - 25 OCT 1995

PLEASE RETAIN ORIGINAL ORDER

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UN ARCHIVES
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ACC. 1998/0278

copy:
Ms. Raffi

UNITED NATIONS ASSISTANCE MISSION FOR RWANDA
UNAMIR
P.O. Box 749, Kigali, Rwanda
Tel:250-84265/6/8/9 Fax: 250-86877 [Rwanda]
Fax: 212-963-3090 [USA]
TELEFAX COVER SHEET

MIR 3526

OUTGOING FAX N°: S/73F	DATE: 25 OCTOBER 1995
TO: MR.BRUCE C. RASHKOW DIRECTOR GENERAL LEGAL DIVISION OFFICE OF LEGAL AFFAIRS UNITED NATIONS U.S.A. ATTN:MS. JEANETTE AMER	FROM: SUSAN MATTHEW CAO, UNAMIR KIGALI RWANDA
CC: MR. H. MEDILI DIRECTOR, FIELD ADMINISTRATION AND LOGISTICS DIVISION FAX NO. 212-963-2116	
FAX: 212-963-3155	REPLY FAX: 212-963-3090 PHONE: 212-963-3582 EXT:
INFO:	REF:
SUBJECTS ELEMENTS: (A) STATUS OF UNAMIR CONTRACTORS (B) CHARGES DEMANDED BY GOVERNMENT AGAINST CONTRACTORS (C) RWANDAN LAW ON CHARGES	

1. WE ACKNOWLEDGE RECEIPT OF YOUR FAX DATED 13 OCTOBER 1995, ON THE ABOVE ISSUES. WE ALSO ACKNOWLEDGE RECEIPT OF THE TWO ATTACHMENTS ON THE STATUS OF UNAMIR CONTRACTORS.

2. WE WISH TO REFER TO OUR FAXES NOS. MIR 3323 AND MIR. 3424 DATED 20 AND 29 SEPTEMBER 1995 RESPECTIVELY, ATTACHED AS ANNEXES "A" AND "B". THE FIRST WAS ADDRESSED TO YOU AND THE SECOND TO MR. HOCINE MEDILI, DIRECTOR, FIELD ADMINISTRATION AND LOGISTICS DIVISION. WE ATTACH COPIES OF THESE TWO FAXES WHICH HAVE ALREADY SUPPLIED THE INFORMATION YOU ARE REQUESTING.

DRAFTED BY:MTSHANA M. NCUBE ADMINISTRATIVE/LEGAL OFFICER	CLEARED BY:
N°. OF TRANSMITTED PAGES INCLUDING COVER SHEET: 25	

CAO CISS Legal officer

3. HOWEVER, FOR THE SAKE OF CLARITY, AND TO PROVIDE WHATEVER ADDITIONAL INFORMATION WE MAY HAVE OBTAINED SINCE, PLEASE FIND BELOW RESPONSES TO EACH OF YOUR QUESTIONS:

(A) <u>LISTING OF THE ITEMS, IF ANY, WHICH THE GOVERNMENT IS HOLDING UP, PENDING PAYMENT OF CHARGES:</u>

4. SO FAR THE ONLY ITEMS SEIZED ARE THOSE BELONGING TO ECONOMAT. THE FOLLOWING ARE THE ITEMS:

2 VEHICLES (1 TOYOTA HILUX DOUBLE CAB PICK 1300 KG, AND 1 TOYOTA FOUR RUNNER) (SEE ANNEX "B" FOR THE PROCES-VERBAL WHICH GIVES THE VALUE);

1 FORKLIFT WITH A RESIDUAL VALUE OF US$1000 ACCORDING TO ECONOMAT, AND NOT THE 300,000 RwF UNILATERALLY SET BY THE GOVERNMENT. THE FORKLIFT IS OLD (SEE ANNEX "D" HERETO); AND

SPARE PARTS WITH AN ESTIMATED VALUE OF US$2000. (THE ESTIMATE IS BY UNAMIR'S CONTRACTS MANAGEMENT CELL. THE GOVERNMENT REFUSED TO GIVE ANY DOCUMENTS ON THE BREAKDOWN OF THE LIST OF SPARES). SEE ANNEX "D" FOR ECONOMAT'S COMMENT ON THESE SPARES UNDER THAT DOCUMENT'S PARAGRAPH 3.

5. ALTHOUGH ECONOMAT IS NO LONGER A CONTRACTOR TO UNAMIR, THE CASE HAS YET TO BE SETTLED WITH THE GOVERNMENT.

(B) <u>A LISTING OF CHARGES WHICH THE GOVERNMENT IS IMPOSING ON CONTRACTORS FOR CONDUCTING BUSINESS IN RWANDA</u>

6. THE GOVERNMENT HAS SENT TAX DEMANDS TO BROWN & ROOT. ATTACHMENTS TO OUR FAX MIR 3424 (ANNEX "B") INDICATE THE AMOUNTS. IN CONNECTION WITH UNAMIR CONTRACTORS, COPIES OF SIMILAR DEMANDS, SUPPOSEDLY OF LETTERS ADDRESSED TO CANADIAN HELICOPTERS AND MGT, WERE RECEIVED BY THE OFFICE OF THE SPECIAL REPRESENTATIVE OF THE SECRETARY-GENERAL. HOWEVER, MGT AND CANADIAN HELICOPTERS APPEAR NEVER TO HAVE RECEIVED THE DEMANDS. WE ATTACH A COPY OF THE LETTER MEANT FOR MGT AS A SAMPLE DEMAND LETTER. MGT HAS STATED FLATLY IT NEVER RECEIVED A TAX DEMAND. ACCORDING TO THE ATTACHED COPY OF THE DEMAND LETTER SUPPOSEDLY SENT TO MGT, IT IS A REQUIREMENT THAT THESE COMPANIES FILE THEIR TAX RETURNS. NO OTHER DEMANDS HAVE BEEN MADE BY GOVERNMENT AGAINST THESE CONTRACTORS. ES-KO IS A RECENT ARRIVAL ON THE SCENE. IT SAYS IT HAS NOT RECEIVED ANY TAX DEMAND LETTER. IT IS IMPORTANT ALSO TO POINT OUT THAT THERE WERE NO COPIES OF SIMILAR LETTERS FOR ECONOMAT AND ANGELICA IMEX. THE FORMER IS NO LONGER A UNAMIR CONTRACTOR, BUT ITS CASE HAS NOT BEEN RESOLVED.

7. WE WISH TO STRESS HERE THAT OTTOMAN ENGINEERING, TRUEBELL MARKETING & ENGINEERING, AND CANDY LOGISTICS ARE MERE VENDORS WHO OCCASIONALLY DELIVER ITEMS FOR AND ON BEHALF OF UNAMIR. THEY HAVE NO PERMANENT RELATIONSHIP WITH UNAMIR. IF THEY ARE IN

RWANDA THEY ARE THERE NOT BY REASON OF BEING CONTRACTORS OF UNAMIR. THEY THEREFORE FALL OUTSIDE THE PROBLEM OF "UNAMIR CONTRACTORS". WE BELIEVE THE INCLUSION OF THESE COMPANIES DOES REFLECT A DEFINITE CONFUSION ON THE PART OF GOVERNMENT AS TO WHAT IS MEANT BY "UNAMIR CONTRACTOR" AS OPPOSED TO OCCASIONAL VENDORS WHO MUST SEEK NO SPECIAL STATUS BY REASON OF SELLING THEIR GOODS TO UNAMIR EXCEPT THAT THE GOODS WILL ENJOY DUTY FREE ENTRY INTO RWANDA BECAUSE THEY BELONG TO UNAMIR.

8. AGAINST BROWN AND ROOT, THE GOVERNMENT HAS DEMANDED, IN ADDITION TO INCOME TAX, THE PAYMENT OF SOCIAL SECURITY FOR LOCALLY RECRUITED STAFF. AS POINTED OUT IN OUR FAX MIR 3424, IT IS ESTIMATED BY BROWN & ROOT THAT IT PAID SALARIES AND WAGES TOTALLING US$2.25 MILLION FOR THE PERIOD 24 JULY 1994 TO 31 MAY 1995. THE SOCIAL SECURITY IS 3% OF EACH EMPLOYEE'S SALARY, AND 5% FOR THE EMPLOYER. BROWN & ROOT WILL PRESUMABLY PASS ON TO THE UN WHATEVER THE TOTAL SOCIAL SECURITY PAYMENT WILL BE PLUS THE FEE. FOR THE PERIOD 1 JUNE 1995 TO 7 OCTOBER 1995, THE TOTAL OF SALARIES PAID BY BROWN & ROOT IS US$563,359. OF COURSE, THE FIGURE WILL BE MUCH LARGER TO THE END OF BROWN & ROOT'S CONTRACT.

(C) A DESCRIPTION OF ALL CHARGES WHICH THE GOVERNMENT IS IMPOSING ON UN CONTRACTORS:

9. AS POINTED OUT IN PARAGRAPHS 6 AND 8 ABOVE, APART FROM INCOME TAX AND SOCIAL SECURITY, WHICH THE GOVERNMENT HAS DEMANDED FROM BROWN AND ROOT, THE GOVERNMENT HAS NOT MADE ANY DIRECT, SPECIFIC CHARGES/DEMANDS AGAINST THE OTHER CONTRACTORS. HOWEVER THIS IS NOT TO SAY THAT THEY WILL NOT MAKE THEM SOONER OR LATER AGAINST ALL THE REMAINING CONTRACTORS.

(D) COPY OF RWANDAN LAW

10. WE HAVE FORWARDED TO MR. MEDILI PHOTOCOPIES OF RELEVANT SECTIONS OF THE RWANDAN CODE CIVILE BY DHL. THE ATTACHMENTS TO OUR FAX MIR 3424 ARE ALSO RELEVANT IN THIS CONNECTION.

11. IF THE GOVERNMENT DOES GO THROUGH WITH THESE TAX DEMANDS AGAINST BROWN AND ROOT, THIS WILL CONSTITUTE A VERY LARGE SUM OF MONEY. FOR THE IMPLICATIONS, PLEASE SEE PARAGRAPH 3(B)(ii) IN OUR FAX MIR. 3424.

12. IN INFORMAL DISCUSSIONS WITH SOME OF THE CONTRACTORS, THEY ARE READY TO PAY INCOME AND OTHER CHARGES THAT THEY OUGHT TO PAY UNDER THE LAW. HOWEVER, ES-KO, ECONOMAT, AND BROWN & ROOT SAY THEY WILL PASS ON TO THE UNITED NATIONS WHATEVER THEY WILL HAVE BEEN MADE TO PAY.

REGARDS.

UNITED NATIONS NATIONS UNIES

ASSISTANCE MISSION FOR RWANDA
MISSION POUR L'ASSISTANCE AU RWANDA
UNAMIR - MINUAR

URGENT

TO: MR. BRUCE RASHKOW DIRECTOR, GENERAL LEGAL DIVISION, OFFICE OF LEGAL AFFAIRS UNATIONS, NEW YORK U.S.A.	FROM: SHAHARYAR M. KHAN SPECIAL REPRESENTATIVE OF THE SECRETARY-GENERAL UNAMIR, KIGALI RWANDA
INFO: MR. DENIS BEISSEL DEPUTY DIRECTOR FALD/DPKO ATTENTION: MR. HANS CORELL/MS JEANETTE AMER/MR. FRANK EPPERT OFFICE OF LEGAL AFFAIRS	DATE: 20 SEPTEMBER 1995
FAX: (212) 963-3155	FAX: 212 963 3090 (250) 86877
DRAFTED BY: MTSANA M. NCUBE, CHIEF, BOARDS OF INQUIRY UNIT ADMIN/LEGAL OFFICER	Section: ADMINISTRATION/ LEGAL OFFICE
SUBJECT: STATUS OF INDEPENDENT CONTRACTORS TO UNAMIR	

Number of transmitted pages: 3

1. AS A RESULT OF THE CASE BROUGHT AGAINST BROWN & ROOT BY THE INDIAN OCEAN COMPANY (OWNED BY MR. HOSH), AND POSSIBLY FOR OTHER REASONS, THE GOVERNMENT OF RWANDA WANTS A DEFINITIVE STATEMENT ON THE STATUS OF ALL INDEPENDENT CONTRACTORS TO UNAMIR PRESENTED TO THE MINISTRY OF DEFENCE IMMEDIATELY.

2. EVER SINCE THE SECOND UNAMIR MANDATE BEGAN, THERE HAVE BEEN DIFFICULTIES BETWEEN THE GOVERNMENT OF RWANDA AND UNAMIR IN AGREEING ON THE STATUS OF CONTRACTORS TO UNAMIR, SPECIFICALLY IN TERMS OF PRIVILEGES AND IMMUNITIES REGARDING CUSTOMS DUTIES, IMPORTATION TAX, TAX ON PROFITS, VISA REGULATIONS, PAYMENT OF SOCIAL SECURITY, AND, GENERALLY, THE ISSUE OF LEGAL PROCESS UNDER RWANDAN LAW. THE CONTRACTS OF TWO OF THESE CONTRACTORS (BROWN & ROOT, AND ES-KO) WERE DRAWN UP AT UN HEADQUARTERS, NEW YORK.

3. THE FOLLOWING FOUR COMPANIES ARE CURRENT CONTRACTORS WITH UNAMIR:

(a) BROWN & ROOTS SERVICES CONTRACT
(b) ES-KO INTERNATIONAL
(c) GMT-CONSOLIDATED SERVICES LIMITED
(d) ANGELICA IMEX LIMITED

4. THEY PROVIDE DIFFERENT SERVICES TO UNAMIR TO ENABLE IT TO CARRY OUT ITS MANDATE IN RWANDA. PLEASE FIND BELOW, IN SYNOPTIC FORM, THE SERVICES RENDERED BY EACH OF THE FOUR CONTRACTORS:

(a) BROWN & ROOT

- PROVIDES LOGISTICS & OTHER RELATED SUPPORT SERVICES. THESE INCLUDE, BUT ARE NOT LIMITED TO, SERVICES LIKE ROAD CONSTRUCTION, BUILDING AND SUPPLY OF FUEL, MATERIALS AND EQUIPMENT.

(b) ES-KO INTERNATIONAL

- SUPPLIES AND DELIVERS FOOD RATIONS INCLUDING FRESH, DRY, AND FROZEN FOODSTUFF, ON AN "AS REQUIRED" BASIS AND ALL SERVICES RELATED THERETO, TO MILITARY CONTINGENTS ASSIGNED TO UNAMIR).

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL THE NECESSARY PERSONNEL, EQUIPMENT, MATERIAL, AND SUPPLIES, AND FOR MAKING ALL NECESSARY ARRANGEMENTS, INCLUDING TRANSPORTATION AND WAREHOUSING.

(c) ANGELICA IMEX LIMITED (PX)

- OPERATES CONCESSION STORES (COMMISSARIES) DEALING MAINLY IN GENERAL FOOD-STUFFS, GENERAL ITEMS, PHARMACEUTICAL AND MEDICAL SUPPLIES AND COSMETICS) ON UNAMIR'S PREMISES IN KIGALI, AND ELSEWHERE IN RWANDA FOR THE BENEFIT OF UNITED NATIONS PERSONNEL AND SUCH OTHER PERSONNEL AS THE GOVERNMENT OF RWANDA IN ITS OWN DISCRETION, MAY AUTHORIZE.

(d) MGT/CSL (CONSOLIDATED SERVICES LIMITED)

- HIRES OUT CATERING SERVICES TO UNAMIR FOR UNAMIR PERSONNEL. THIS INCLUDES ESTABLISHING CATERING FACILITIES AT VARIOUS LOCATIONS FOR UNAMIR STAFF.

5. WHILE ECONOMAT'S CONTRACT HAS BEEN TERMINATED, THERE ARE ISSUES WHICH REQUIRE EX POST FACTO CLARIFICATION WITH RESPECT TO THAT COMPANY'S OPERATIONS AS A UN CONTRACTOR IN RWANDA.

6. AT THIS POINT, I WOULD LIKE TO DRAW YOUR ATTENTION TO FAX MESSAGE NO. CNR 670 DATED 21 NOVEMBER 1994 IN WHICH, WHILE ADDRESSING ANOTHER ISSUE, MR. RALPH ZACKLIN, DIRECTOR AND DEPUTY TO THE UNDER-SECRETARY-GENERAL, OFFICE OF THE LEGAL COUNSEL, STATED IN PARAGRAPH 2 AS FOLLOWS:

> "FROM A LEGAL POINT OF VIEW, NEITHER THE INDEPENDENT CONTRACTORS NOR THEIR EMPLOYEES ARE MEMBERS OF UNAMIR. THEY ARE NOT COVERED BY THE CONVENTION OR THE SOFA AND DO NOT ENJOY THE PRIVILEGES AND IMMUNITIES PROVIDED TO UNAMIR."

7. THE GOVERNMENT OF RWANDA HAS DEMANDED THAT UNAMIR PROVIDE IT URGENTLY WITH THE STATUS OF ITS CONTRACTORS. A VERBAL MESSAGE BROUGHT TODAY (20 SEPTEMBER) BY A GOVERNMENT REPRESENTATIVE STATED THAT THE AUTHORITIES ARE NOT WILLING TO WAIT FOR NEW YORK TO ADVICE UNAMIR ON THE STATUS OF THE CONTRACTORS BECAUSE IT WILL TAKE TOO LONG. THE GOVERNMENT ALLEGES THAT SOME OF THE COMPANIES MAY BE ILLEGALLY HIDING BEHIND PRIVILEGES AND IMMUNITIES TO WHICH THEY MAY NOT BE ENTITLED, THUS VIOLATING THE LAWS OF RWANDA. THE GOVERNMENT SAYS IT DOES NOT WANT THE CONTRACTORS TO LEAVE THE COUNTRY BEFORE PAYING "WHAT IS DUE TO THE GOVERNMENT BY WAY OF TAXES, AND TO PRIVATE INDIVIDUALS IN CASES OF RENTAL CONTRACTS."

REGARDS.

UNITED NATIONS
Assistance Mission for Rwanda

NATIONS UNIES
Mission pour l'Assistance au Rwanda

G4 / LOG358

18 Oct 95

To: CAO

Info: CISS// CCM// Legal/Political Officer// SO Foods

From: DCOS Sp

SUBJECT: RATION REVIEW JUNE 1995

Reference: A. CCM Letter dated 4 October 1995.
B. SO Food Minute 4000.1 LOG-50 dated 10 October 1995 (Attached).

1. As req at Ref A, a review of the questions posed by the CCM has been conducted by the SO Food and his responses are attached. I trust that ref B will meet the reqr although I am a little perplexed at the time it took to bring these discrepancies to light. Had these points been brought out prior to all the contingents rotating out, that is in the Jul/Aug time frame, we could have provided a more encompassing and factual return since both key contingent and HQ staff pers would have been avail to provide some of the understandably missing info. I would be remiss if I did not also point out that the month of Jun/Jul saw the bulk of the draw down occur as well as having the Force simultaneously effecting many rotations during the same time frame. When this period of extensive pers fluctuation is compounded with a totally new accounting system (from a strictly quantifiable pers system to that of a monetary based system), you will certainly agree with me that the possibility of experiencing discrepancies between expected and actual usage rates is high.

2. SO Food's explanations for the discrepancies noted by CCM's staff are nevertheless straight forward. The transition to a money based system has effectively eliminated these type of potential errors since we now deal with a budgetary figure vice one based on an ever fluctuating qty of pers. That is, after all, why we went to this new system in the first place. The desk offr for this project remains the SO Food who can be contacted at local 11117.

W.J. Fletcher
Col
DCOS Sp
Extension 11109

Attachment: 1

1/1 C:\DATA\SOLOG\WP\LOG358

The above changes necessitated the over issues in this group.

b. JUICES , POTATOES AND ALTERNATIVES -this appears to have been either the result of staff errors and /or fluctuation in personnel rotation strengths which was the basis of the calculations.

c. YEAST FOR MALAWICOY - this contingent used to bake their own bread in KIBUYE .As for the other use, I cannot answer because of cultural and dietary requirements and differences.

d. The checking of requisition of Rations against the Ceiling Manday Rate and Days of issue within each commodity group is of course the duty of the SO FOOD and his assistant . During the time in question however ,the method of ordering fresh rations was based on the strength of the contingent multiplied by seven days as the total rations required within each commodity group , not the Ceiling Manday Rate (CMR) as per paper trail regulations.

3. I find it unfortunate for CMC to say they were not the overseers on rations when in actual fact it is their responsibility to carry out all management and administration procedures pertaining to all major contracts under the control of UNAMIR.

J M CHIMBA
CAPT
SO FOOD.

SO

UNITED NATIONS
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UNAMIR - MINUAR

UNAMIR
METHOD OF ORDERING FRESH RATIONS

FRESH RATIONS

Fresh rations are demanded on the UNAMIR demand form, a copy of which is attached as Annex A. These are to be completed by the contingent caterer and submitted to the Staff Officer Food Services, HQ UNAMIR (SO Food Svcs), by 1200 hours every Monday.

The fresh rations are demanded for seven (7) days, based on the strength of the contingent. The rations are demanded two (2) weeks in advance of the requirement. This lead time is required by the civilian contractor to ensure supply and delivery.

There are 19 different commodity groups on the UNAMIR ration scale. The contingent may demand up to seven days rations for each of the groups.

Contingent strength x 7 days = total rations within each commodity group

EXAMPLE 1. 200 x 7 days = 1400 Therefore 1400 rations per commodity group may be demanded

Within each commodity group are the alternatives which may be chosen. A caterer should choose several alternatives, inserting the number of rations for each alternative. The number of rations is then multiplied by the Maximum Daily Allowance (MDA) to give the Order Quantity. The total rations within each group should not exceed the contingent strength x 7 days.

From Example 1: Total Rations = 1400

EXAMPLE 2	Group 1	No. of Rations	MDA (g)	Order Qty (kg)
	1.01	200	0.350	70
	1.07	200	0.350	70
	1.10	200	0.350	70
	1.25	200	0.350	70
	1.33	100	0.350	35
	1.41	200	0.350	70
	1.52	50	0.350	18
	1.56	50	0.350	18
	1.60	100	0.350	35
	1.61	100	0.350	35
		1400		

This process is then repeated throughout the ration scale. The caterer does not have to order from every group, or up to the full ration entitlement, if the items are not required.

The demands are to be submitted to the SO Food Services by 1200 hours every Monday. The SO Food Services is to consolidate the demands to produce an order form. The order form is to contain the Item Number, Item Description, and the Quantity Ordered.

The order is submitted to the CCLOGO, who raises a requisition and passes the two forms to Procurement Section. Procurement Section then places an order with the contractor.

The items will be available for delivery two weeks after the demand has been submitted. The original request, signed by the caterer, will be available at the ration collection point. This will be in accordance with the published ration collection schedule. Any changes to amounts ordered will be noted on the original demand. Any items which are not available at the time of delivery should be noted and the demand returned to the SO Food Services.

COMBAT RATIONS

Combat rations may be demanded when required, but will be included in the ration allocation for the week. Demands for combat rations should be submitted at the same time as the demand for fresh rations, each Monday. The amount of combat rations demanded is to be clearly shown on the covering sheet.

The demand for CRP is to completed on a Request for Stores proforma. The demand, when approved, will be forwarded to the Logistic Base and will be available for collection the next day.

BREAD REQUESTS

Bread will be provided as fresh as possible and as often as possible. To enable this to occur, contingents are to submit a 'Weekly Bread Request' form. A copy of the weekly bread request is at Annex B

The total for each type of bread is transferred from the UNAMIR Food Ordering Form. The contingent then decides on which day they would like to receive bread. For Kigali based contingents this may be every day. Contingents external to Kigali may receive their bread with their weekly ration delivery or, alternatively, collect part or all of their order throughout the week.

A contingent may, for example, collect half of their bread request on Monday and receive the rest of their request with the weekly ration delivery. **This form must be submitted at the same time as the Food Ordering Form.**

WATER

Bottled water may be demanded when there is no other method of providing potable water is available. The allowance for water is 3 litres per man per day. A request for water is to be submitted to the SO Food services 24 hours in advance, clearly stating the number of personnel and the number of days requested. Once the request has been approved it will be forwarded to the Logistic Base, where it will be available the following day.

Annexes:

A. UNAMIR Ration Scale / Food Ordering Form.

B. Weekly Bread Request.

UNITED NATIONS
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File 4000.1 LOG-50

List D (Less Serials 51-52, 66-70)

RATION DEMAND PROFORMA

1. Find at Enclosure 1 a blank copy of the new Ration Demand Proforma. Changes to the new proforma include:

a. the inclusion of additional food items recently added to the UNAMIR ration scale; and

b. some minor changes in format design.

2. The new proforma comes into effect immediately.

3. At Enclosure 2 is an example as to how the proforma is to be completed. Contingents should note the following:

a. the requirement to enter the number of rations and quantity ordered for each food item ordered;

b. the requirement to calculate the total rations ordered figure for each commodity group,

c. the cover sheet is correctly filled out; and

d. the correct way to complete the UNAMIR Weekly Bread Request proforma.

M.C. BRAMWELL
Captain
Staff Officer - Food Services
Logistics Co-ordination Centre
Headquarters UNAMIR

17 Mar 95

Enclosures:

1. UNAMIR Ration Demand Proforma
2. Example UNAMIR Ration Demand Proforma

UNAMIR RATION DEMAND PROFORMA

CONTINGENT NAME : _____

DATE SUBMITTED : _____

DELIVERY DATES : _____

CONSUMPTION PERIOD : _____

RATION STRENGTH	: _____	x 7 Days	=	_____
A. FRESH RATIONS REQUIRED	: _____	x ____ Days	=	_____
B. COMBAT RATIONS REQUIRED	: _____	x ____ Days	=	_____
C. CASUAL MEALS	: _____	/ 3	=	_____
D. HOSPITAL PATIENTS	: _____	x ____ Days	=	_____
TOTAL RATIONS REQUIRED	(A + B + C + D)		=	_____

REQUEST APPROVED BY:

RANK, NAME : _____

APPOINTMENT : _____

SIGNATURE : _____

ITEM	DESCRIPTION	NO. OF RATIONS	MDA	QTY ORDERED	QTY RECEIVED
	MEAT AND ALTERNATIVES		0.35		
1.01	Topside Boneless,Fozen		0.35		
1.02	Rump, Boneless,Frozen		0.35		
1.03	Striploin, Boneless, Frozen		0.35		
1.04	Chuck & Blade, B'less,Frozen		0.35		
1.05	Ground Minced Beef, Frozen		0.35		
1.06	Beef Liver, Frozen		0.35		
1.07	Beef Round (Oven Roast)		0.35		
1.08	Stewing Beef		0.35		
1.09	Beef Steak		0.35		
1.1	Beef Patties, Frozen		0.35		
1.11	Kidney		0.35		
1.12	Sausages, Beef, Frozen		0.35		
1.13	Veal Boneless, Frozen		0.35		
1.14	Pork Leg, B'less, Frozen		0.35		
1.15	Pork, Neck, B'less, Frozen		0.35		
1.16	Pork, Shoulder, B'less,Frozen		0.35		
1.17	Pork Loin, Bone In, Frozen		0.35		
1.18	Pork Loin Chops, Centre Cut		0.35		
1.19	Pork Spare Ribs, Frozen		0.35		
1.2	Sausages, Pork, Frozen		0.35		
1.21	Ham Smoked, B'less, Frozen		0.3		
1.22	Bacon. Lean, Canned		0.3		
1.23	Bacon, Back, Frozen		0.35		
1.24	Bacon, Streaky, Frozen		0.35		
1.25	Bacon Sliced		0.35		
1.26	Lamb. Loin, Bone-In, Frozen		0.35		
1.27	Lamb Leg, Bone-In, Frozen		0.35		
1.28	Lamb Chops		0.35		
1.29	Mutton		0.35		
1.3	Chicken, Whole, Frozen		0.35		
1.31	Chicken Breast		0.45		
1.32	Chicken Live		0.35		
1.33	Turkey, Whole, Frozen		0.35		
1.34	Turkey, Breast		0.45		
1.35	Goat Bone-In, Frozen		0.55		
1.36	Goat Live		0.35		
1.37	Fish Whole		0.35		
1.38	Cod Fillet, Frozen		0.35		
1.39	Haddock, Fillet, Frozen		0.35		
1.4	Plaice, Fillet, Frozen		0.35		
1.41	Fish Fingers, Frozen		0.35		
1.42	Pollock Fillets		0.25		
1.43	Shrimp Raw, Peeled,frozen		0.25		
1.44	Squid, Fresh				

ITEM	DESCRIPTION	NO. OF RATIONS	MDA	QTY ORDERED	QTY RECEIVED
1.45	Prawns, Fresh		0.25		
1.46	Sardines in Tomato Sauce		0.35		
1.47	Sardines in Oil		0.35		
1.48	Tuna		0.35		
1.49	Mackeral in Tomato Sauce		0.35		
1.5	Mackeral in Oil		0.35		
1.51	Herring Fillet in Tomato sauce		0.35		
1.52	Salmon in Brine		0.35		
1.53	Herring in Oil		0.35		
1.54	Curried Fish Canned		0.35		
1.55	Pilchards, Canned		0.35		
1.56	Dried Anchovies		0.25		
1.57	Dried Prawns		0.35		
1.58	Corned Beef, Canned		0.35		
1.59	Pork Luncheon Meat, Canned		0.35		
1.6	Canned Meat and Vegetables		0.35		
1.61	Spaghetti Canned		0.35		
1.62	Steak and Kidney Pie		0.35		
1.63	Pork Pie		0.35		
1.64	Frankfurters		0.35		
1.65	Salami Pork		0.35		
1.66	Salami Beef		0.35		
1.67	Pepperoni		0.35		
1.68	Mortadella		0.35		
1.69	Pullman Ham		0.35		
1.7	Faloukory Pork		0.35		
1.71	Bologna		0.35		
1.72	Liver Pate		0.35		
1.73	Teewurst Pate		0.35		
1.74	Dry Fish		0.35		
1.75	Koobi				
	TOTAL RATIONS				
	EGGS				
2.01	Eggs, fresh		2		
	TOTAL RATIONS				
	BREAD AND ALTERNATIVES				
3.01	Bread, Fresh, White (sliced)		0.5		
3.02	Bread, Fresh, Brown (sliced)		0.5		
3.03	Bread, Fresh, Fruit		0.5		
3.04	Rye Bread		0.5		
3.05	French Bread		0.5		
3.06	Pita Bread		0.5		
3.07	Fresh Rolls		0.5		
3.08	Hamburger Buns		0.5		
3.09	Hot Dog Buns		0.5		
3.1	Bagels		0.5		

ITEM	DESCRIPTION	NO. OF RATIONS	MDA	QTY ORDERED	QTY RECEIVED
			0.5		
3.11	English Muffins		0.3		
3.12	Tortillas (Flour or Corn)		0.3		
3.13	Pizza Shells		0.3		
3.14	Popadoms		0.3		
3.15	Crackers		0.3		
3.16	Biscuits, Morning Coffee		0.3		
3.17	Biscuits, Sweetmeal		0.3		
3.18	Biscuits, Petit Beurre		0.45		
3.19	White Flour, All Purpose		0.45		
3.2	Cornstarch		0.45		
3.21	Wholewheat Flour		0.45		
3.22	Manioc Flour		0.3		
3.23	Bread Crumbs		0.5		
3.24	Cronmeal		0.3		
3.25	Pancake mix		0.3		
3.26	Biscuit Mix		0.45		
3.27	Cake mix		0.45		
3.28	Cookie Mix		0.45		
3.29	Brownie Mix		0.25		
3.3	Hard Bread (Knekkebrod)		0.25		
3.31	Cornflakes		0.25		
3.32	Rice Crispies		0.25		
3.33	Wheetabix		0.25		
3.34	Bran Whole		0.25		
3.35	White Oats, Dry, Uncooked		0.25		
3.36	Oatmeal, Dry, Unccoked		0.25		
3.37	Cornmeal, Dry, Unccoked		0.25		
3.38	Farine, Dry, Unccoked		0.25		
3.39	Semolina		0.25		
3.4	Muesli				
	TOTAL RATIONS				
	FATS, OILS & ALTERNATIVES				
4.01	Cooking Oil (Sunflower Oil)		0.1		
4.02	Cooking Oil (Olive Oil)		0.1		
4.03	Sesame Oil		0.1		
4.04	Vegetable Oil		0.1		
4.05	Peanut Oil		0.1		
4.06	Corn Oil		0.1		
4.07	Margarine, Frozen		0.1		
4.08	Margarine, Canned		0.1		
4.09	Butter, Frozen, Salted		0.1		
4.1	Butter, Frozen, Unsalted		0.1		
4.11	Butter, Portions, Frozen		0.1		
4.12	Butter, Canned		0.05		
4.13	Shortening Frozen		0.05		
4.14	Shortening		0.05		
4.15	Ghee		0.05		
4.16	Assorted Salad Dressings				

ITEM	DESCRIPTION	NO. OF RATIONS	MDA	QTY ORDERED	QTY RECEIVED
4.17	Mayonaise		0.05		
	TOTAL RATIONS				
	MILK,CHEESE& ALTERNATIVES		0.85		
5.01	Milk, Fresh		0.85		
5.02	Milk, Long Life		0.85		
5.03	Milk Fresh 1%		0.85		
5.04	Milk Skimmed		0.85		
5.05	Chocolate milk		0.1		
5.06	Milk, Dried		0.85		
5.07	Yougurt, Various Flavours		0.25		
5.08	Fresh Cream		0.25		
5.09	Evaporated Milk with sugar		0.25		
5.1	Evaporated Milk without sugar		0.25		
5.11	Condensed Milk		0.25		
5.12	Sour Cream		0.25		
5.13	Sherbert		0.25		
5.14	Ice Cream		0.1		
5.15	Cheddar, Fresh		0.1		
5.16	Danish Blue, Fresh		0.1		
5.17	Mozzarella, Fresh		0.1		
5.18	Havarti, Fresh		0.1		
5.19	Edam, Fresh		0.1		
5.2	Campazola, Fresh		0.1		
5.21	Halloumi		0.1		
5.22	Fetta, Fresh		0.1		
5.23	Gouda, Fresh		0.1		
5.24	Cottage Cheese		0.1		
5.25	Processed Cheese Slices		0.1		
5.26	Cheese Hard, Canned		0.1		
5.27	Parmesan or Romanao, Grated				
	TOTAL RATIONS				
	COCOA & ALTERNATIVES		0.1		
6.01	Cocoa		0.3		
6.02	Chocolate Drink Mix				
	TOTAL RATIONS				
	COFFEE & ALTERNATIVES		0.35		
7.01	Coffee Ground		0.2		
7.02	Coffee Instant		0.2		
7.03	Coffee Instant Portions		0.25		
7.04	Tea Bags Individuals		0.25		
7.05	Tea Bulk				
	TOTAL RATIONS				

ITEM	DESCRIPTION	NO. OF RATIONS	MDA	QTY ORDERED	QTY RECEIVED
	CONDIMENTS		0.03		
8.01	Tomato Ketchup		0.03		
8.02	Brown Sauce		0.03		
8.03	Chilli Sauce		0.03		
8.04	Chinese Bean Sause		0.03		
8.05	Pickled Relish		0.03		
8.06	Chilli Sause		0.03		
8.07	BBQ Sause		0.03		
8.08	Horseradish		0.03		
8.09	Mint Sause		0.03		
8.1	Worcestershire sause		0.03		
8.11	Chutney		0.03		
8.12	Soya Sause		0.03		
8.13	Mastard French Prepared		0.03		
8.14	Mustard English Prepared		0.03		
8.15	Pickles Dill		0.03		
8.16	Pickles Mixed		0.03		
8.17	Pickles Sweet		0.03		
8.18	Pickles Hot		0.03		
8.19	Pimento , Canned		0.03		
8.2	Green Olives				
	TOTAL RATIONS				
	FRUITS		0.2		
9.01	Applesauce, Canned		0.2		
9.02	Apricots, Canned		0.2		
9.03	Cherries, Canned		0.2		
9.04	Fruit Cocktail, Canned		0.2		
9.05	Peaches, Canned		0.2		
9.06	Pears, Canned		0.2		
9.07	Pineapples, Canned		0.2		
9.08	Plums, Canned		0.4		
9.09	Apples, Fresh		0.4		
9.1	Apricot, Fresh		0.4		
9.11	Bananas, Fresh		0.4		
9.12	Black Currant		0.4		
9.13	Cherries Fresh		0.4		
9.14	Clementine, Fresh		0.4		
9.15	Dates,Fresh		0.4		
9.16	Grapefruit, Fresh		0.4		
9.17	Grapes, Fresh		0.4		
9.18	Lemon, Fresh		0.4		
9.19	Mandarin, Fresh		0.4		
9.2	Mango, Fresh		0.4		
9.21	Melons, Sweet, Fresh		0.4		
9.22	Melons, Water, Fresh		0.4		
9.23	Oranges, Fresh		0.4		
9.24	Papaya, Fresh		0.4		
9.25	Peaches Fresh				

ITEM	DESCRIPTION	NO. OF RATIONS	MDA	QTY ORDERED	QTY RECEIVED
			0.4		
9.26	Pears, Fresh		0.4		
9.27	Pineapples, Fresh		0.4		
9.28	Plums, Fresh		0.4		
9.29	Pomegranate,Fresh		0.4		
9.3	Pumpkins, Fresh		0.4		
9.31	Red Currant, Fresh		0.4		
9.32	Strawberry, Fresh		0.4		
9.33	Tangarin, fresh		0.1		
9.34	Raisins, Dried		0.1		
9.35	Dates, Dried		0.1		
9.36	Currants, Dried		0.1		
9.37	Prunes, Dried		0.1		
9.38	Mixed Peel, Dried		0.05		
9.39	Almonds, Shelled		0.05		
9.4	Cashews		0.05		
9.41	Coconut		0.05		
9.42	Musoude Nuts		0.05		
9.43	Peanuts		0.05		
9.44	Pecans, Shelled		0.05		
9.45	Sesame Seeds		0.05		
9.46	Tuheneh [Sesame Seed Butter]		0.05		
9.47	Walnuts				
	TOTAL RATIONS				
	JAMS AND ALTERNATIVES		0.06		
10.01	Apricot Jam		0.06		
10.02	Raspberry jam		0.06		
10.03	Strawberry Jam		0.06		
10.04	Plum Jam		0.06		
10.05	Grape Jelly		0.06		
10.06	Marmalade		0.06		
10.07	Honey		0.06		
10.08	Chocolate Spread		0.06		
10.09	Peanut Butter		0.06		
10.1	Golden Syrup				
	TOTAL RATIONS				
	SUGAR		0.1		
11.01	Sugar White		0.07		
11.02	Sugar Brown		0.07		
11.03	Icing Sugar		0.07		
11.04	Chocolate, Cooking Semi-Sweet				
	TOTAL RATIONS				
	JUICES AND ALTERNATIVES		0.2		
12.01	Oranges Juice, Canned		0.2		
12.02	Grapefruit Juice, Canned				

ITEM	DESCRIPTION	NO. OF RATIONS	MDA	QTY ORDERED	QTY RECEIVED
12.03	Apple Juice, Canned		0.2		
12.04	Tomato Juice, Canned		0.2		
12.05	Pineapple Juice, Canned		0.2		
12.06	Cranberry Juice cocktail,CND		0.2		
12.07	Grape Juice , Frozen		0.2		
12.08	Grape fruit Juice ,Frozen		0.2		
12.09	Lemon Juice, Frozen		0.2		
12.1	Lime Juice ,Frozen		0.2		
12.11	Orange Juice Frozen		0.2		
12.12	Orange Juice ,Crystals		0.2		
12.13	Lemon Crystals		0.2		
12.14	Grapefruit Crystals		0.2		
12.15	Grape Crystals		0.2		
2.16	Cherry Crystals		0.2		
12.17	Iced Tea Mix		0.2		
12.18	Grapefruit Squash ,Fresh		0.2		
12.19	Orange Squash , Fresh		0.2		
12.2	Lemon Squash Fresh		0.6		
12.21	Wine ,Red or White				
	TOTAL RATIONS				
	VEGETABLES		0.5		
13.01	Eggplant ,Fresh		0.5		
13.02	Beans ,Green Fresh		0.5		
13.03	Beans ,Yellow Fresh		0.5		
13.04	Beetroots ,Fresh		0.5		
13.05	Broccoli ,Fresh		0.5		
13.06	Brussel Sprouts ,Fresh		0.5		
3.07	Cabbage,Fresh		0.5		
13.08	Cauliflower ,Fresh		0.5		
13.09	Carrots ,Fresh		0.5		
13.1	Celery ,Fresh		0.5		
13.11	Chicory ,Fresh		0.5		
13.12	Chinese Cabbage		0.5		
13.13	Corn ,Fresh		0.5		
13.14	Cucumber ,Fresh		0.5		
13.15	Endive ,Fresh		0.5		
13.16	Garlic ,Fresh		0.5		
13.17	Leek ,Fresh		0.5		
13.18	Lettuce ,Iceburg ,Fresh		0.5		
13.19	Lettuce ,Romaine ,Fresh		0.5		
13.2	Lettuce Butterhead ,Fresh		0.5		
13.21	Mint ,Fresh		0.5		
13.22	Mushrooms ,Fresh		0.5		
13.23	Okra ,Fresh		0.5		
13.24	Parsley ,Fresh		0.5		
13.25	Parsnip ,Fresh		0.5		
13.26	Peas ,Fresh		0.5		
13.27	Pepper ,Hot Green Fresh				

ITEM	DESCRIPTION	NO. OF RATIONS	MDA	QTY ORDERED	QTY RECEIVED
			0.5		
13.28	Pepper ,Sweet Green ,Fresh		0.5		
13.29	Pepper ,Sweet Red ,Fresh		0.5		
13.3	Pepper Red Chilli ,Fresh		0.5		
13.31	Radish ,Fresh		0.5		
13.32	Spinach ,Fresh		0.5		
13.33	Tomatoes Fresh		0.5		
13.34	Turnip ,Fresh		0.3		
13.35	Zucchini ,Fresh		0.3		
13.36	Soya Bean Curd		0.3		
13.37	Bamboo Shoots ,Canned		0.3		
13.38	Beans in Tomato Sauce Canned		0.3		
13.39	Beans Green ,Canned		0.3		
13.4	Beans ,sliced ,Canned		0.3		
13.41	Beans ,Wax ,Canned		0.3		
13.42	Beetroots ,Canned		0.3		
13.43	Carrots ,Canned		0.3		
13.44	Kernal Corn ,Canned		0.3		
13.45	Kidney Beans ,Canned		0.3		
13.46	Diced Mixed Veg , Canned		0.3		
13.47	Mushrooms ,Canned		0.3		
13.48	Peas ,Canned		0.3		
13.49	Saurkraut ,Canned		0.3		
13.5	Whole Tomatoes ,Canned		0.3		
13.51	Tomato Paste ,Canned		0.3		
13.52	Tomato Sauce Canned		0.3		
13.53	Water Chestnuts ,Canned		0.3		
13.54	Asparagus ,Frozen		0.3		
13.55	Broccoli ,Frozen		0.3		
13.56	Brussel Sprouts ,Frozen		0.3		
13.57	Carrots ,Frozen		0.3		
13.58	Cauliflower Frozen		0.3		
13.59	Green Beans ,Frozen		0.3		
13.6	Kernel Corn Frozen		0.3		
13.61	Mixed Veg ,Frozen		0.3		
13.62	Peas ,Frozen		0.3		
13.63	Spinach ,Frozen		0.3		
13.64	Succotash ,Frozen		0.3		
13.65	Yellow Beans ,Frozen				
	TOTAL RATIONS				
	ONIONS		0.075		
14.01	Onions ,White		0.075		
14.02	Onions ,Red		0.075		
14.03	Green Onions		0.075		
14.04	Shallots				
	TOTAL RATIONS				
	VEGETABLES DRIED				

ITEM	DESCRIPTION	NO. OF RATIONS	MDA	QTY ORDERED	QTY RECEIVED
			0.05		
15.01	Kidney Beans		0.05		
15.02	Navy Beans		0.05		
15.03	Peas		0.05		
15.04	Lentils		0.05		
15.05	Chick Peas		0.05		
15.06	Dried Broads Beans		0.05		
15.07	Black Beans [Turtle Beans]		0.05		
15.08	Dehydrated Veg		0.02		
15.09	Green Pepper Dehydrated		0.075		
15.1	White Beans		0.075		
15.11	Brown Beans				
	TOTAL RATIONS				
	DESSERT MIX		0.05		
16.01	Custard Powder		0.05		
16.02	Tapioca		0.05		
16.03	Jello ,Various Flavours		0.05		
16.04	Pudding Mix -Chocolate		0.05		
16.05	Pudding Mix- Vanilla		0.05		
16.06	Pudding Mix -Butterscotch		0.05		
16.07	Pudding Mix - Banana		0.075		
16.08	Apple Pie Filler		0.075		
16.09	Blueberry Pie Filler		0.075		
16.1	Cherry Pie FIller		0.075		
16.11	Lemon Pie Filler		0.075		
16.12	Mincemeat Pie Filler		0.075		
16.13	Peach Pie Filler		0.075		
16.14	Strawberry Pie Filler				
	TOTAL RATIONS				
	POTATOES		0.6		
17.01	Potatoes ,Fresh		0.1		
17.02	Potato Powder ,Mash		0.5		
17.03	Potatoes Canned		0.5		
17.04	French Fries		0.5		
17.05	Potatoes ,Sweet ,Fresh		0.6		
17.06	Rice ,Long ,Grain		0.5		
17.07	Spaghetti		0.5		
17.08	Macaroni /Other Pasta		0.5		
17.09	Barley , Pearl ,White		0.5		
17.1	Lasagna Noodles		0.5		
17.11	Rice Noodles		0.5		
17.12	Instant Noodles		0.5		
17.13	Egg Noodles		0.5		
17.14	Garri		0.5		
17.15	CousCous		0.5		
17.16	Yams (Ygnam)		0.5		
17.17	Konkonte Plaintain				

ITEM	DESCRIPTION	NO. OF RATIONS	MDA	QTY ORDERED	QTY RECEIVED
			0.002		
19.32	Nutmeg		0.003		
19.33	Onion Flakes		0.003		
19.34	Onion Powder		0.003		
19.35	Oregano		0.003		
19.36	Paprika		0.005		
19.37	Parsley		0.033		
19.38	Pepper Pure Black		0.033		
19.39	Pepper Pure White		0.033		
19.4	Pepper , Red [cayenne]		0.005		
19.41	Pickling Spice		0.003		
19.42	Poppy Seed		0.003		
19.43	Poultry Seasoning		0.003		
19.44	Rosemary		0.003		
19.45	Sage		0.02		
19.46	Salt , Table		0.003		
19.47	Savory		0.022		
19.48	Tobasco		0.003		
19.49	Tarragon		0.003		
19.5	Thyme		0.003		
19.51	Turmeric		0.3		
19.52	Vanilla Extract		0.55		
19.53	Vinegar		AR		
19.54	Yeast ,Dried				
	TOTAL RATIONS				

UNAMIR WEEKLY BREAD REQUEST

CONTINGENT NAME: ----------
DATE SUBMITTED: ----------
DELIVERY DATE: ----------
CONSUMPTION DATES: ----------

SERIAL	BREAD TYPE	MON	TUES	WED	THUR	FRI	SAT + SUN	TOTAL
3.01	White sliced							
3.02	Brown sliced							
3.03	Fruit sliced							
3.04	Rye bread							
3.05	French bread							
3.06	Pita bread							
3.07	Fresh rolls							
3.08	Hamburger buns							
3.09	Hot dog buns							
3.1	Bagels							
3.11	English Muffins							
	Received by:							
	Signature							
	Name							
	Rank							
	UN ID No.							

NOTES:
1. The quantity required for Saturday should also include Sundays' bread requirement .
2. There are no bread deliveries on Sunday .

UNITED NATIONS
ASSISTANCE MISSION FOR
RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU
RWANDA

4 October 1995

To: Col Fletcher, DCOS SP

Through: Mr W. Clive, CISS

From: Mr G. Brière, CCM

Info: Ms S. Matthew, CAO
Ms L. Rafii, Legal/Political Officer

Subject: **RATION REVIEW JUNE 1995**

1. A detailed review has just been completed of the invoices submitted by ECONOMAT for fresh rations delivered in June. During this process several major problems have been discovered. A detailed breakdown of problems by unit is attached at annexes A through H, general problems are as listed below:

a. most units exceeded the Ceiling Manday Rate (CMR) of US $ 6.97 per day per man for food. The invoices for food costs should not have exceeded $1,039,317.61, it is however $1,366,148.70 which is **$326,831.09 or APPROX 33.1% OVER THE CMR**;

b. the number of days of issue was exceeded by far by most units in the following commodity groups (as high as 70.04 days in a 7 day issue):

i. Cocoa and Alternatives; and

ii. Coffee and Alternatives.

c. the number of days of issue was exceeded by some units in the following commodity groups:

i. Juices and Alternatives; and

ii. Potatoes and Alternatives.

d. one unit was issued 99 kg of yeast every week in the period for a total of 396 kg. However, no flour was issued during the period. (It would be interesting to know what such excessive amounts of yeast was used for)

Matter discussed w/ ED
and copy given to him.
6/10/95

.../2

2. To provide NYHQ answers as to why and how these over issues were allowed the following needs to be clarified:

a. What was the paper trail in place WRT the Requisition for Rations?

b. Who checked the Requisition for Rations against the Ceiling Manday Rate and Days of Issue within each commodity group?

3. As CMC did not begin overseeing rations until mid June after these orders had been placed with the Contractor I am forwarding the above questions in your direction for answers. I would appreciate having a report NLT 10 Oct 95 thereby enabling us to include it with the invoices when they are dispatched to NY.

4. Currently the invoices and delivery notes are being held in CMC and are available for inspection. Also CMC staff are available to discuss and possibility shed some light as to why and how these problems occurred.

5. Regards.

ANNEX A
TO RATION REVIEW
DATED 04 OCT 95

UNIT		SENBAT
ISSUE		14 Jun 95
TOTAL OVER CMR	$	2,699.63
OVER CMR PER MAN PER DAY	$	1.63

UNIT		SENBAT
ISSUE		21 Jun 95
TOTAL OVER CMR	$	1,091.17
OVER CMR PER MAN PER DAY	$	0.66

UNIT		SENBAT
ISSUE		26 Jun 95
TOTAL OVER CMR	$	1,671.17
OVER CMR PER MAN PER DAY	$	1.01

UNIT		95 LFSG
ISSUE		05 Jun 95
TOTAL OVER CMR	$	410.31
OVER CMR PER MAN PER DAY	$	0.78

UNIT		FORCE ENGR
ISSUE		07 Jun 95
TOTAL OVER CMR	$	696.74
OVER CMR PER MAN PER DAY	$	0.49

UNIT		FORCE ENGR
ISSUE		14 Jun 95
TOTAL OVER CMR	$	1,233.65
OVER CMR PER MAN PER DAY	$	0.87

UNIT		FORCE ENGR
ISSUE		21 Jun 95
TOTAL OVER CMR	$	409.56
OVER CMR PER MAN PER DAY	$	0.29

ANNEX B
TO RATION REVIEW
DATED 04 OCT 95

UNIT	GHANA
ISSUE	20 Jun 95
TOTAL OVER CMR	$ 32,172.43
OVER CMR PER MAN PER DAY	$ 5.75

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	1680	60	60
COFFEE GROUND	35	320	11.43	
COFFEE INSTANT PORTIONS	20	200	12.5	
TEA BAGS	25	750	37.5	61.43
POTATOES	600	2950	6.14	
RICE	600	3600	7.5	13.64
VINEGAR	5.55	1094.4	246.49	

UNIT	GHANA
ISSUE	27 Jun 95
TOTAL OVER CMR	$ 5,645.60
OVER CMR PER MAN PER DAY	$ 1.01

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	1680	60	60
COFFEE GROUND	35	40	1.42	
TEA BAGS	25	600	30	31.42
POTATOES	600	3000	6.25	
RICE	600	3000	6.25	12.5

ANNEX C
TO RATION REVIEW
DATED 04 OCT 95

UNIT	NICOY
ISSUE	05 Jun 95
TOTAL OVER CMR	$ 2,895.93
OVER CMR PER MAN PER DAY	$ 1.25

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
COCOA	10	125	37.76	37.76
COFFEE INSTANT	20	198	29.9	
TEA BAGS	25	84	10.15	40.05

UNIT	NICOY
ISSUE	12 Jun 95
TOTAL OVER CMR	$ 4,696.20
OVER CMR PER MAN PER DAY	$ 2.03

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	499.2	50.27	50.27
COFFEE INSTANT	20	120	18.13	
TEA BAGS	25	84	10.15	28.28

UNIT	NICOY
ISSUE	20 Jun 95
TOTAL OVER CMR	$ 5,442.03
OVER CMR PER MAN PER DAY	$ 2.35

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	693	69.79	69.79
COFFEE GROUND	35	232	20.03	
TEA BAGS	25	290	35.05	55.08

UNIT	NICOY
ISSUE	26 Jun 95
TOTAL OVER CMR	$ -
OVER CMR PER MAN PER DAY	$ -

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	499.2	50.27	50.27

ANNEX D
TO RATION REVIEW
DATED 04 OCT 95

UNIT	ETHIOBAT
ISSUE	08 Jun 95
TOTAL OVER CMR	$ 12,573.55
OVER CMR PER MAN PER DAY	$ 2.52

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	259.2	10.41	10.41
COFFEE GROUND	35	1080	37.18	
TEA BAGS	25	480	23.13	60.31

UNIT	ETHIOBAT
ISSUE	15 Jun 95
TOTAL OVER CMR	$ 16,088.84
OVER CMR PER MAN PER DAY	$ 3.23

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	1492.8	59.95	59.95
COFFEE GROUND	35	1044	35.94	
TEA BAGS	25	480	23.13	59.07

UNIT	ETHIOBAT
ISSUE	22 Jun 95
TOTAL OVER CMR	$ 4,512.92
OVER CMR PER MAN PER DAY	$ 0.78

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	1470	59.04	59.04
COFFEE GROUND	35	60	2.06	
TEA BAGS	25	314	15.13	17.19

UNIT	ETHIOBAT
ISSUE	29 Jun 95
TOTAL OVER CMR	$ 21,628.58
OVER CMR PER MAN PER DAY	$ 4.34

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	1476	60.08	60.08
COFFEE GROUND	35	1071	36.87	
TEA BAGS	25	338	16.29	
TEA BULK	25	150	7.23	60.39

ANNEX E
TO RATION REVIEW
DATED 04 OCT 95

UNIT	TUNISIE
ISSUE	05 Jun 95
TOTAL OVER CMR	$ 31,239.82
OVER CMR PER MAN PER DAY	$ 5.43

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	1728	70.07	70.07
COFFEE INSTANT	20	660	40.15	
TEA BAGS	25	21.6	1.05	
TEA BULK	25	41	2	43.2

UNIT	TUNISIE
ISSUE	12 Jun 95
TOTAL OVER CMR	$ 19,477.40
OVER CMR PER MAN PER DAY	$ 3.39

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	1728	70.07	70.07
COFFEE INSTANT	20	288	17.52	
TEA BAGS	25	21.6	1.05	
TEA BULK	25	41	2	20.57
POTATOES	600	1500	3.04	
FRENCH FRIES	500	410	1	
SPAGHETTI	500	410	1	
MACARONI	500	408	0.99	
COUSCOUS	500	840	2.04	8.07

UNIT	TUNISIE
ISSUE	19 Jun 95
TOTAL OVER CMR	$ 35,164.59
OVER CMR PER MAN PER DAY	$ 6.16

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	1710	69.94	69.94
COFFEE GROUND	35	652	22.86	
TEA BAGS	25	21.6	1.06	
TEA BULK	25	41	2.01	25.93
POTATOES	600	2900	5.93	
RICE	600	1000	2.05	
SPAGHETTI	500	820	2.01	
COUSCOUS	500	1632	4.01	14

UNIT	TUNISIE
ISSUE	26 Jun 95
TOTAL OVER CMR	$ 8,390.62
OVER CMR PER MAN PER DAY	$ 1.47

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	1708	69.94	69.94
COFFEE GROUND	35	96	3.37	
TEA BAGS	25	204	10.05	
TEA BULK	25	128	6.29	19.71

ANNEX F
TO RATION REVIEW
DATED 04 OCT 59

UNIT	MALAWI
ISSUE	06 Jun 95
TOTAL OVER CMR	$ 5,372.90
OVER CMR PER MAN PER DAY	$ 4.17

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
BEEF LIVER	350	100	1.55	
BEEF STEAK	350	200	3.1	
CHICKEN WHOLE	350	299	4.64	
GOAT BONE-IN	350	113.8	1.77	11.06
COCOA	10	200	108.7	108.7
TEA BAGS	25	100.8	21.91	
TEA BULK	25	26	5.65	27.56
ORANGE JUICE	200	48	1.3	
APPLE JUICE	200	252	6.85	
TOMATO JUICE	200	20.5	0.56	
PINEAPPLE JUICE	200	108	2.93	
CRANBERRY JUICE	200	56.7	1.54	
ORANGE CRYSTALS	200	57.12	1.55	
WINE	600	240	2.17	16.9
POTATOES	600	300	2.72	
RICE	600	600	5.43	
MAIZE MEAL	500	312	3.39	11.54
VINEGAR	5.55	105.6	103.4	

YEAST DRIED - 99 KG ISSUED FOR PERIOD. HOWEVER, NO FLOUR ISSUED FOR PERIOD

UNIT	MALAWI
ISSUE	13 Jun 95
TOTAL OVER CMR	$ 7,611.65
OVER CMR PER MAN PER DAY	$ 5.91

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
GROUND MINCED BEEF	350	100	1.55	
BEEF STEAK	350	200	3.1	
CHICKEN WHOLE	350	300	4.66	
GOAT BONE-IN	350	105.6	1.64	10.95
COCOA	10	200	108.7	108.7
COFFEE GROUND	35	108	16.77	
TEA BAGS	25	100	21.74	
TEA BULK	25	26	5.65	44.16
APPLE JUICE	200	252	6.85	
PINEAPPLE JUICE	200	108	2.93	
CRANBERRY JUICE	200	45.36	1.23	
ORANGE CRYSTALS	200	57.12	1.55	

WINE	600	240	2.17	14.73
POTATOES	600	300	2.72	
RICE	600	600	5.43	
MAIZE MEAL	500	312	3.39	11.54
VINEGAR	5.55	105.6	103.4	

YEAST DRIED - 99 KG ISSUED FOR PERIOD. HOWEVER, NO FLOUR ISSUED FOR PERIOD

UNIT MALAWI
ISSUE 21 Jun 95
TOTAL OVER CMR $ 5,321.19
OVER CMR PER MAN PER DAY $ 4.13

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
GROUND MINCED BEEF	350	100	1.55	
BEEF STEAK	350	200	3.1	
CHICKEN WHOLE	350	280	4.35	
GOAT BONE-IN	350	117.2	1.82	10.82
COCOA	10	200	108.7	108.7
COFFEE GROUND	35	100	15.53	
TEA BAGS	25	100	21.74	
TEA BULK	25	20	4.35	41.62
ORANGE JUICE	200	108	2.93	
APPLE JUICE	200	252	6.85	
TOMATO JUICE	200	36	0.98	
ORANGE CRYSTALS	200	48.96	1.33	
WINE	600	240	2.17	14.26
POTATOES	600	275	2.49	
RICE	600	600	5.43	
MAIZE MEAL	500	312	3.39	11.31
VINEGAR	5.55	105.6	103.4	

YEAST DRIED - 99 KG ISSUED FOR PERIOD. HOWEVER, NO FLOUR ISSUED FOR PERIOD

UNIT MALAWI
ISSUE 27 Jun 95
TOTAL OVER CMR $ 5,340.20
OVER CMR PER MAN PER DAY $ 4.15

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
RUMP	350	200	3.1	
GROUND MINCED BEEF	350	100	1.55	
CHICKEN WHOLE	350	300	4.66	
GOAT BONE-IN	350	106.1	1.65	10.96
CHOCOLATE DRINK MIX	30	200	36.23	36.23
COFFEE GROUND	35	100	15.53	
TEA BAGS	25	100	21.74	
ORANGE JUICE	200	48	1.3	
APPLE JUICE	200	252	6.85	
TOMATO JUICE	200	36	0.98	
PINEAPPLE JUICE	200	108	2.93	

CRANBERRY JUICE	200	45.36	1.23	
WINE	600	240	2.17	15.46
POTATOES	600	300	2.72	
RICE	600	600	5.43	
MAIZE MEAL	500	312	3.39	11.54
VINEGAR	5.55	105.6	103.4	
YEAST DRIED - 99 KG ISSUED FOR PERIOD. HOWEVER, NO FLOUR ISSUED FOR PERIOD				

ANNEX G
TO RATION REVIEW
DATED 04 OCT 95

UNIT	ZAMBAT
ISSUE	07 Jun 95
TOTAL OVER CMR	$ 28,933.34
OVER CMR PER MAN PER DAY	$ 6.03

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
COCOA	10	175	21.8	
CHOCOLATE DRINK MIX	30	840	35	56.8
COFFEE GROUND	35	144	5.1	
COFFEE INSTANT	20	528	33	
COFFEE INSTANT PORTIONS	20	160	10	
TEA BAGS	25	196	9.8	57.9

UNIT	ZAMBAT
ISSUE	14 Jun 95
TOTAL OVER CMR	$ 39,854.13
OVER CMR PER MAN PER DAY	$ 8.36

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
COCOA	10	250	31.45	
CHOCOLATE DRINK MIX	30	715.2	29.99	61.44
COFFEE GROUND	35	276	9.92	
COFFEE INSTANT PORTIONS	20	318	20	
TEA BAGS	25	200	10.06	39.98

UNIT	ZAMBAT
ISSUE	21 Jun 95
TOTAL OVER CMR	$ 7,642.66
OVER CMR PER MAN PER DAY	$ 1.37

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
COCOA	10	250	31.45	
CHOCOLATE DRINK MIX	30	720	30.19	61.64
COFFEE GROUND	35	557	20.02	
TEA BAGS	25	200	10.06	
TEA BULK	25	196	9.86	39.94

UNIT	ZAMBAT
ISSUE	28 Jun 95
TOTAL OVER CMR	$ 17,482.77
OVER CMR PER MAN PER DAY	$ 3.67

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
COCOA	10	250	31.45	
CHOCOLATE DRINK MIX	30	720	30.19	61.64
COFFEE GROUND	35	557	20.02	
TEA BAGS	25	198	9.96	
TEA BULK	25	148	7.45	37.43

ANNEX H
TO RATION REVIEW
DATED 04 OCT 95

UNIT	MALI
ISSUE	07 Jun 95
TOTAL OVER CMR	$ 8,613.42
OVER CMR PER MAN PER DAY	$ 6.21

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	417.6	70.3	70.3
COFFEE GROUND	35	96	13.85	
COFFEE INSTANT	20	60	15.15	
COFFEE INSTANT PORTIONS	20	56	14.14	
TEA BAGS	25	70	14.14	
TEA BULK	25	69	13.94	71.22

UNIT	MALI
ISSUE	14 Jun 95
TOTAL OVER CMR	$ 8,202.06
OVER CMR PER MAN PER DAY	$ 5.92

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	417.6	70.3	70.3
COFFEE GROUND	35	96	13.85	
COFFEE INSTANT	20	48	12.12	
COFFEE INSTANT PORTIONS	20	56	14.14	
TEA BAGS	25	70	14.14	
TEA BULK	25	70	14.14	68.39

UNIT	MALI
ISSUE	21 Jun 95
TOTAL OVER CMR	$ 7,650.35
OVER CMR PER MAN PER DAY	$ 5.52

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	420	70.7	70.7
COFFEE GROUND	35	97	14	
COFFEE INSTANT PORTIONS	20	56	14.14	
TEA BAGS	25	70	14.14	
TEA BULK	25	70	14.14	56.42

UNIT	MALI
ISSUE	26 Jun 95
TOTAL OVER CMR	$ 7,406.74
OVER CMR PER MAN PER DAY	$ 5.34

ITEM	SCALE (GRAMS)	AMOUNT ISSUE (KG)	NO. DAYS	TOTAL DAYS ISSUE WITHIN COMMODITY GROUP
CHOCOLATE DRINK MIX	30	416	70.03	70.03
COFFEE GROUND	35	97	14	
COFFEE INSTANT PORTIONS	20	56	14.14	
TEA BAGS	25	70	14.14	
TEA BULK	25	69	13.94	56.22

UNITED NATIONS
ASSISTANCE MISSION TO RWANDA

UNAMIR-MINUAR

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

CONFIDENTIAL

INTER OFFICE MEMORANDUM

14 October 1995

To: Maj. Sichilima, Force Provost Marshal

From: Mr G. Brière, CCM

Info: Mr W. De Souza, ED
Ms S. Matthew, CAO
Mr M. Ncube, CBOI and Legal Advisor
Mr P. Ischlika, CSO
Mr G. Boella, CMC CAA 6
Mr D. Stuckless, CMC CAA 5
Col W. Fletcher, DCOS Sp
Maj S.A. Dare, OC Force Mp Coy

Reference: A. MP Inv. Report # UNAMIR/KIG/855-04-95 dated 8 Sept 1995
B. CCM Memo dated 23 Sept 1995

Subject: **MP INVESTIGATION - UNAMIR**
FOOD ITEMS IN LOCAL MARKET

1. At reference B it was requested that the subject investigation be reopened due to the report at reference A being incomplete. However, to date no information has been received as to its status.

2. Again it is requested if you have not already done so to reopen the investigation as rations are still appearing on the local market. This comes from the fact that one(1) of CMC personnel within the past week purchased milk from a local shop which was imported by ES-KO for UNAMIR use.

3. Myself, as well as CMC staff remain at your disposal to assist and expedite this investigation in any way possible.

Reçu le 16 OCT. 1995

CONFIDENTIAL

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UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

UNAMIR-MINUAR

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

NOTE TO THE FORCE COMMANDER

Subject: **Military Police Investigation report - Flooding of local markets with UNAMIR food items**

1. The SRSG has decided, on the basis of the attached reports, that a high level Committee should be formed to recommend action.

2. I should be grateful if you would designate one or several high-ranking military officers to participate in that Committee.

3. Thank you for your cooperation.

WS

Wilfrid de Souza
4 October 1995

cc. SRSG
CAO
Col. Diarra
Mr. Condé
Mr. Ncube
Mr. Ischlika
Maj. Dare
Ms. Rafii

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

This report makes serious charges based on plausible conclusions. I feel ED should form a high level committee and recommend action

Shaharyar Khan 25.9

TO: Mr. Shaharyar Khan
SRSG

FROM: Paul Ischlika
CSO/ASC

DATE: 25 September 1995
REF.: UNAMIR/SO/148

SUBJECT: **MILITARY POLICE INVESTIGATION REPORT - FLOODING OF LOCAL MARKETS WITH UNAMIR FOOD ITEMS**

1. The flooding of the local markets with UNAMIR food items among other commodities, has been a long outstanding issue over which management has always expressed grave concern. The perpetrators of such illegal acts, as rightly mentioned in the report, are not only tarnishing the good image of the mission but also the United Nations as a whole.

2. Numerous investigations into this matter have been conducted time and again, but there has been no clue as to how these food stuffs are finding their way into the local markets in such large quantities.

3. Studying the investigation report of the military police, I am pleased to say that the report has thrown much light into this dubious deal, in which some people are enriching themselves at the expense of the mission.

4. From the report, there seem to be two suppliers of food items to UNAMIR:

(i) Mr. Thierry Gardeux, Regional Manager - Economat

(ii) Mr. Mario Gavagnin, Operational Manager - Es-Ko Food

5. **MR. MARIO GAVAGNIN - OPERATIONAL MANAGER, Es-Ko**

(a) In para 3 of the report, Mr. Gavagnin admitted seeing UNAMIR vehicles parked at the market but cannot attest whether they were executing legal transactions. He further mentioned that he had neither seen nor arrested any UNAMIR personnel selling/giving ration at the market.

Further more, he confirmed seeing his food stuff flooding the market in a bakery in Gisenyi where he said he found quantities of flour during a visit to Gisenyi.

(b) Mr. Gavagnin said he had never issued ration to refugees/locals on any humanitarian grounds, and that his men are thoroughly searched by the RPA at the airport gate.

(c) The report further revealed that Mr. Gavagnin refused to surrender copies of his customs papers on the basis that they were his confidential documents, and further more, he refused to give any written statement to the effect.

6. **MR. THIERRY GARDEUX - REGIONAL MANAGER, ECONOMAT**

(a) In para 4 of the report, Mr. Gardeux refused to take the team of investigators (visit) to the local businessman whom he Gardeux claimed to have large quantities of UNAMIR food stuffs so that the businessman could declare his source of supply. According to Mr. Gardeux he said this was against his business norms and regulations and therefore cannot disclose the local businessman.

(b) Mr. Gardeux also refused to make any written statement to the effect.

COMMENTS:

(a) There is no doubt that both Economat and Es-Ko food companies are registered contractors to UNAMIR;

(b) That there must be written agreement between their companies and UNAMIR, clearly stating the legal obligations on the part of both parties, i.e UNAMIR/Contract Companies;

(c) That the presence of these companies in Rwanda are exclusively for the services of UNAMIR, which does not cover any private business transaction with any one outside UNAMIR;

(d) That refusing to produce their custom papers for verification by the investigation team leads to one conclusion - that they are importing excess food stuff under UNAMIR, which they are selling to the local markets.

(e) That refusing to make any written statement does not give any credence to their verbal statements, which amounts to avoiding legal implications;

(f) Assuming that the military personnel were given their rations away on humanitarian grounds, it will be on individual basis and not in large quantities as found in a bakery in Gisenyi, and the unidentified businessman;

(g) The management of the two contract companies - Economat and Es-Ko Food, who are the sole suppliers of UN food stuff have failed to prove the legality of their transactions by refusing;

(i) To produce their custom papers for inspection;

(ii) To identify the local businessman in possession of large quantities of UN food stuff; and

(iii) To make any written statement.

FINDINGS:

(i) That the two contract companies - Economat and Es-ko Food, with all due respect, did not behave responsibly in the entire investigation;

(ii) That they are the sole importers of the UN food stuff for the military contingents;

(iii) That by concealing vital pieces of information and documents, they were either covering up their involvement or accomplishes in the crime;

(iv) That they were importing excess food stuff which they were selling to the local markets either directly or through their agents (Accomplishes); which tantamounts to misplacement of trust, immunities and privileges bestowed upon them by UNAMIR i.e Tax exemptions;

(v) That in the absence of any other proof, the management of the two contract companies be held responsible as the sole perpetrators of the evil crime, which has been tarnishing the good image of the Mission.

RECOMMENDATION:

Having reviewed the military police investigation report which was submitted to me by the Executive Director, I wish to recommend in view of the above analysis, that:

(1) The management of the two companies - Economat and Es-Ko food be asked for a thorough explanation, failing which, their contracts should be suspended pending thorough investigation into their overall operations;

(2) The managements of Economat and Es-Ko food be formally requested to produce all their customs declaration papers, and the identity of the local businessman;

(3) The same investigation team reinvestigate, and any excess supply of food imported and soled to the local markets, the companies be made to pay the requisite custom duty;

(4) The management of the two companies send letters of apologies to UNAMIR for their behavior;

(5) The Force Commander sends out administrative instructions to all contingent commanders and military personnel strictly warning them to desist from all such practices, and severe consequences against would-be offenders.

Please find attached copy of the military police investigation report all for your attention, and necessary action.

cc: ED
FC
FPM

UNAMIR
MILITARY POLICE MILITAIRE
KIGALI RWANDA

UNITED NATIONS ASSISTANCE MISSION IN RWANDA

MILITARY POLICE COMPANY

INTER OFFICE MEMORANDUM

TO: SRSG

FM: CO FORCE MP COY

DATE: 14 SEPT 95

SUBJECT: MILITARY POLICE INVESTIGATION REPORT INTO THE FLOODING OF UNAMIR FOOD ITEMS ON THE LOCAL MARKET

1. Attaached herewith, please find a copy of Military Police Investigation Report into the flooding of UNAMIR Food items on the local market forwarded for your further necessary action.

2. Please acknowledge receipt.

A fair report. Para 6(f) needs to be acted upon. [illegible]

SA DARE
Major
CO Force MP Coy

SRSG

UNAMIR

UNITED NATIONS ASSISTANCE MISSION IN RWANDA

INTER-OFFICE MEMORANDUM

TO: Distribution list

DATE: 8 SEPT 95

SUBJECT: MILITARY POLICE INVESTIGATION REPORT(MPIR)
THE INVESTIGATION INTO THE FLOODING OF
UNAMIR FOOD ITEMS ON THE LOCAL MARKET

REF: UNAMIR/KIG/855-04-95, dated 8 Sept 95

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1. Please find enclosed our initial and final MPIR regarding the flooding of UNAMIR food items in Kigali and NYUNDO local markets by unknown persons.

2. This investigation is CONCLUDED.

S.A DARE
Major
CO Force MP Coy

DISTRIBUTION LIST

Force PM for onward distribution

FORCE	UNAMIR	Report Sequence
UNIT	UNAMIR MP COY	
DET	KIGALI	1

File Reference

DATE OF

INCIDENT	REPORT	LAST REPORT	NEXT REPORT
UNDETERMINED	8 SEPT 95	INITIAL	FINAL

VALUE

FOR	UNAMIR	OTHER	PRIVATE
LOSS	–	–	–
DAMAGE	–	–	–
RECOVERED			

UNAMIR/KIG 855-(

CAPTION

SYI

UNKNOWN PERSON(S) UNAMIR PROPERTY - PILFERAGE/SALES ALLEGED RWANDA.	DOCUMENTS THE INVESTIGATION INT ALLEGED FLOODING OF UNAMIR FOOD STUFFS ON THE MARKET BY UNKNOWN PERSON(S) FROM VARIOUS SECTORS RWANDA.

1. This investigation involves the following persons:

   a. Complainant: Capt J.M CHIMBA, SO Food, UNAMIR HQ, Kigali, Rwanda, all other particulars unknown.

   b. Military Police:

      (1) L/Cpl TWUMASI Ankrah, UNID M7691; and

      (2) L/Cpl ATO Joseph, UNID 8962, both members of UN MP Coy Kigali Detachment, Kigali, Rwanda.

   c. Others;

      (1) Mr Thierry GARDEUX, Regional Manager Economat, UN Food supplier, Kigali, Rwanda, all other particulars unknow

      (2) Mr Mario GAVAGNIN, Operational Manager, Es-Ko food supplier, Kigali, Rwanda, all other particulars unknow

      (3) Mr Albert J., DCCM, UNAMIR HQ, Kigali, Rwanda, all oth particulars unknown.

(4) Mr PARNELL Jack, CMC, Kigali, Rwanda all other particulars unknown.

2. On 18 Aug 95, at 1500 hrs, UNAMIR MP Coy received a memo subject "appearance of UN food-stuffs on the market" from Capt CHIMBA, SO Food UNAMIR HQ reminding the perpetrators (unknown UNAMIR personnel) to refrain from these greedy and immoral activity and also requesting the Force Provost Marshall to investigate and identify those individuals involved in this type of activity in order that appropriate disciplinar action could be meted out. A copy of Capt CHIMBA's memo is attached to this report as Annex A. Attached to Capt CHIMBA's memo were two separat letter from Mr Thierry GARDEUX, Regional Manager Economat food supplie dated 9 Aug 95 and Mario GAVAGNIN, Operational Manager Es-Ko food suppliers dated 11 Aug 95. Both letters were informing UNAMIR HQ that they have received communications from several locals that some of the commodities supplied to UNAMIR contingents have been found for sale at the local market in Kigali and Nyundo, Rwanda which is tarnishing thei good will since they have certain custom exemptions. Also attached wi a confidential memo subject "Investigation into misuse of UNAMIR food stuffs" by Mr Albert J, CCM. Copies of these letters are attached as Annex B through D.

3. On receipt of these letters, on 21 Aug 95, at 1500 hrs, accompanied by L/Cpl ATO, I visited Es-Ko contractors offices located within Kigali International Airport where Mr Mario GAVAGNIN, the operational manager, during an interview, verbally stated that he has neither seen nor arrested any UNAMIR personnel selling or issuing rati at the market but has only seen UNAMIR vehicles parked at the market area and whether they were executing a legal transaction he can not attest to that. He confirmed also that the only place he found his foodstuffs flooding in the market was when he visited Nicoy AO Nemba, Gisenyi, Rwanda where at a bakery he found quantities of flour and informed the food officer of Nicoy. He also said that his custom exemptions cover him on UNAMIR alone and has never issued ration to either the refugees or to any local on any humanitarian grounds. He insisted that even his workers are thoroughly searched by the RPA on duty at the Kigali International Airport tarmac gate and he doubt whether any one could send food outside the yard. I however requested for a copy of his custom papers which he declined and said it is his confidential document. He also declined to give a written statement.

4. At 1520 hrs, on 25 Aug 95, Mr GARDEUX was invited to the UN MP Coy. During an interview, Mr Albert's memo was analyzed and he was advised to visit the local businessman who he claimed has large quantities of UN food stuffs believed to have been given to him by UNAMIR troops in exchange for other services and not for cash, so that the businessman could declare his source of supply. Mr GARDEUX verbal pointed out that it is against his business norms and regulations henc he can not do that. He added also that he had a secret or special markings on some of the food items issued by his company to various contingents which Mr PARNELL of CMC was aware. I therefore requested h to make a written statement which he refused.

5. On 26 Aug 95, I visited CMC office at Trafipro, Rwanda with th view of interviewing Mr PARNELL but learnt that he had been repatriate to his country on expiration of his contract.

The following points and recommendations of this investigation should be noted;

a. The various UNAMIR military contingents are the sole beneficiary of UN food stuffs. It could be possible that th sometimes issue food items to the locals on humanitarians grounds whenever the contingents have supply for their consumption, but investigation could not establish any fact about this.

b. In his verbal statement, Mr GAVAGNIN could not confirm, during investigations whether each time he saw UN truck parked at the market, the personnel were selling food items or doing private shopping. A surprise check by him did not yield any result.

c. It could also be possible that the contractors are flooding the market with the UN food supplies based on the fact that Mr GARDEUX refused to direct Military Policemen to the location of the businessman whom he claimed has large quantities of UN supplied food items.

d. The Military Police has no legal right to search and arrest locals, hence the inability to establish the source of the f food items on the local market during the course of this investigations.

e. However, authorities concerned should in future co-ordinate the Military Police and the local Gendarmerie to arrest anyone found selling food stuffs suspected to be UN property to declare his or her source of supply.

f. Furthermore, all the contingents must be strongly warned to desist from this act of indiscipline since it is tarnishing the image of UNAMIR in particular and the United Nations.

g. Also if any contingent decides to issue food to refugees or to displaced people, they should seek approval from the UNAMI HQ and if approved must be documented and marked in a way that it could not be sold.

7. Since no additional information is likely to be adduced from thi investigation, this investigation is considered CONCLUDED.

Reviewed by:

S. Chemingui
Captain
Kigali Detachment Commander
Kigali, Rwanda

A. Twumasi
Lance Corporal
Military Policeman
Invest Section

Attachments
Annex A - Copy of Capt J.M CHIMBA's memo
Annex B - Copy of Mr GARDEUX letter of complaint
Appendix 1 to Annex B - Translate version of Annex B
Annex C - Copy of Mr GAVAGNIN letter of complaint
Annex D - Copy of Mr Albert J. confidential memo

UNITED NATIONS NATIONS UNIES
ASSISTANCE MISSION FOR RWANDA MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

TO: MR. HOCINE MEDILI DIRECTOR, FIELD ADMINISTRATION AND LOGISTICS DIVISION UNATIONS, NEW YORK U.S.A.	FROM: WILLIAM CLIVE OFFICER-IN-CHARGE ADMINISTRATION UNAMIR, KIGALI, RWANDA
ATT: MR. L. COOKE INFO: MR. A. WALDRUM, OIC	DATE: 29 SEPTEMBER 1995
FAX: (212) 963-2116	FAX: 212-963-3090 212-963-3582
DRAFTED BY: MTSHANA M. NCUBE, CHIEF BOARDS OF INQUIRY UNIT ADMINISTRATIVE/LEGAL OFFICER	Section:ADMINISTRATION/ LEGAL OFFICE
SUBJECT: TAXING-SOCIAL SECURITY - CIVILIAN CONTRACTORS	

NUMBER OF TRANSMITTED PAGES: 16

I REFER TO YOUR FAX MIR 356 DATED 25 SEPTEMBER 1995. WE OFFER THE FOLLOWING RESPONSES TO YOUR QUESTIONS AND HOPE THAT, WITH THE SUPPORTING DOCUMENTS ATTACHED, YOU WILL HAVE A CLEAR PICTURE OF THE PROBLEMS FOR WHICH WE SEEK SOLUTIONS. THE ISSUES ARE TAKEN UP IN THE SAME ORDER AS THEY ARE RAISED IN YOUR FAX REFERRED TO ABOVE:

1. WE DO NOT USE A DOCUMENT CALLED A 'PROTOCOL' DOCUMENT. ON THE BASIS OF THE STATUS OF MISSION AGREEMENT (SOMA), IN THE CASE OF ALL GOODS FROM OUTSIDE ADDRESSED TO UNAMIR, WE USE THE RELEVANT PURCHASE ORDER AND EXPORT/IMPORT DOCUMENTS TO EFFECT CLEARANCE THROUGH CUSTOMS. BUT WITH REGARD TO GOODS IMPORTED BY LOCAL COMPANIES WHICH UNAMIR IS WILLING TO BUY FROM THEM, WE PRESENT WHAT WE CALL A LETTER OF EXEMPTION. THERE IS ONE FOR EXPENDABLE ITEMS (SEE COPY "A" ATTACHED); AND ANOTHER FOR NON-EXPENDABLES (SEE COPY "B" ATTACHED).

Reçu le 29 SEP. 1995

Ms Rafii
2-10-95

2. THERE HAVE BEEN GOODS SEIZED BY THE RWANDAN GOVERNMENT AUTHORITIES UNTIL TAXES ARE PAID. ALL BELONG TO ECONOMAT. IT IS IMPORTANT TO POINT OUT HERE THAT AT FIRST WE WERE TOLD THAT THE GOODS WERE HELD PENDING PAYMENT OF CUSTOMS DUTY. HOWEVER, AS IT TURNED OUT, THE REAL REASON FOR SEIZING THE GOODS WAS TO
PUT PRESSURE ON ECONOMAT TO PAY INCOME TAX ON ITS EARNINGS IN RWANDA [SEE ATTACHED CORRESPONDENCE] SHOWING VARIOUS AMOUNTS DEMANDED AT DIFFERENT TIMES. THE SPECIFIC ITEMS BELONGING TO ECONOMAT SEIZED FOR THE ABOVE PURPOSE ARE:

(a) 2 VEHICLES
(b) 1 FORKLIFT AND
(c) SPARE PARTS FOR CONTAINER REFRIGERATION AND FOR VEHICLES.

3. FOR THE PERIOD BETWEEN 1 JULY 1994 AND 24 JULY 1995, THE GOVERNMENT HAS CLAIMED THE FOLLOWING FROM SOME OF THE CONTRACTORS, BASING THE CLAIMS ON ESTIMATES THEY MADE THEMSELVES WITHOUT CONSULTING THE CONTRACTORS IN QUESTION:

(a) **ECONOMAT**

(i) ON 8 MAY 1995 CUSTOMS OFFICIALS SERVED A PROCES-VERBAL ON ECONOMAT DEMANDING THAT IT PAY RWF.1,629,360 FOR GOODS LISTED ON THE FORM AS IMPORTED (SEE PROCES-VERBAL DATED 8 MAY 1995 MARKED P.V. NO.15/95) ATTACHED, MARKED "C";

(ii) HAVING REFUSED TO PAY THE ASSESSED CUSTOMS DUTY, ECONOMAT HAD ITS VEHICLES AND EQUIPMENT SEIZED BY CUSTOMS AUTHORITIES (SEE PROCES-VERBAL DATED 9 MARCH 1995 MARKED P.V. NO.071/95) ATTACHED, MARKED "D";

(iii) SOMETIME IN JUNE 1995, THE TAX OFFICE PRESENTED ECONOMAT WITH WHAT THEY SAID IS A TAXABLE ESTIMATED PROFIT FOR 1994 AND PART OF 1995 OF ROUGHLY US$3,425,336.00 (SEE ATTACHED LETTER AND CALCULATIONS, MARKED "E".

(b) **BROWN & ROOT**

(i) BROWN & ROOT HAS NOT YET BEEN APPROACHED BY GOVERNMENT ON THE ISSUE OF PAYING TAX. WE BELIEVE THE GOVERNMENT'S ENQUIRIES ON THE STATUS OF UNAMIR CONTRACTORS IS AN INDICATION THAT IT WANTS TO DETERMINE WHETHER TO TAX BROWN & ROOT'S "PROFITS". IF BROWN & ROOT IS MADE TO PAY INCOME TAX, IT WILL BE ON THE VOLUME OF BUSINESS DONE WITH THE UN (UNAMIR). THE REVISED UN ESTIMATED EXPENDITURE ON BROWN & ROOT AS OF 28 SEPTEMBER 1995 FOR THE PERIOD 24 JULY 1994 TO 31 MAY 1995 IS APPROXIMATELY US$22.2 MILLION. FOR THE PERIOD 1 JUNE 1995 TO 16 SEPTEMBER 1995, THE ESTIMATED EXPENDITURE IS APPROXIMATELY US$3.7 MILLION OBLIGATED AND EXPENDED. WE ARE INFORMED THAT UNDER RWANDAN LAW, TAX MAY BE AS HIGH AS 45% OF GROSS BUSINESS.

(ii) THE GOVERNMENT HAS MOVED AGAINST BROWN & ROOT TO ENFORCE THE PAYMENT OF SOCIAL SECURITY FOR ITS EMPLOYEES, PAST AND PRESENT. IT IS ESTIMATED BY BROWN & ROOT THAT IT PAID SALARIES AND WAGES TOTALLING US$2.25 MILLION FOR THE PERIOD 24 JULY 1994 TO 31 May 1995. THE SOCIAL SECURITY IS 3% OF EACH EMPLOYEE'S SALARY, AND 5% FOR THE EMPLOYER. BROWN & ROOT WILL PASS ON TO THE UN WHATEVER THE TOTAL SOCIAL SECURITY PAYMENT WILL BE PLUS THE FEE.

(c) **OTHER CONTRACTORS**

THE GOVERNMENT HAS NOT YET TAKEN A POSITION ON THE OTHER CONTRACTORS. IT HAS, HOWEVER, BEGUN ASKING QUESTIONS REGARDING PAYMENT OF TAX.

4. WE HAVE SENT BY DHL PHOTOCOPIES OF THE RELEVANT PROVISIONS FROM THE RWANDAN CODE CIVILE COVERING SOME OF THE ISSUES RAISED IN THE FAX.

5. **COMMENT**:

TAKING ALL OF THE ABOVE INTO ACCOUNT, WE NEED NOT OVER-EMPHASIZE THE DRASTIC BUDGETARY IMPLICATIONS FOR UNAMIR SINCE UNDER THE BROWN & ROOT CONTRACT EVERY DIRECT COST TO THE CONTRACTOR IS CHARGED TO THE UN, PLUS 14.49% MANAGEMENT FEES UP TO 31 MAY 1995, AND 17% AFTER 1 JUNE 1995. IN THIS CONTEXT, THE ISSUE OF "FUNCTIONAL IMMUNITY" FOR CONTRACTORS DOES NEED TO BE PURSUED, NOT IN ORDER TO AVOID PAYING TAX BUT BECAUSE OBJECTIVELY THE "BUSINESS" CARRIED OUT BY THE CONTRACTORS IS STRICTLY TO BRING GOODS AND SERVICES TO UNAMIR TO ENABLE IT TO PERFORM ITS FUNCTIONS UNDER THE MANDATE. IT IS OUR VIEW THAT UNDER THE BROWN & ROOT CONTRACT, THE UNITED NATIONS WILL BE INDIRECTLY PAYING THE TAX OR SOCIAL SECURITY FOR BROWN & ROOT.

cc: MR. WILFRID DE SOUZA
EXECUTIVE DIRECTOR

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

"A"

ATTESTATION D'EXONERATION No FCU/CUS/2573/95

La Mission des Nations Unies pour l'Assistance au Rwanda (MINUAR) atteste par la présente que les articles définis ci-dessous sont couverts par la Convention sur les Privilèges et Immunités des Nations Unies; ils sont donc exempts de tous droits, taxes de douane à l'importation et frais d'entreposage.

Objets/Nature: Medical Stores and Medicines

Suivant Avis d'Arrivée no. 0234/95

No de la Carte Diplomatique: 46300

Propriétaire: MINUAR

Valeur CIF Kigali: 2.400.804 FRW

Signature du Représentant de la MINUAR

UNAMIR HQ OPS / MOVCON

Mr Kel GLEESON

Visa de la Direction des Douanes

Fait à Kigali, le 12 Septembre 1995

A L'ATTENTION DU FOURNISSEUR DES PRODUITS INDIQUES CI-DESSUS.

VOUS ETES INVITES A NOTER SUR LES BONS DE LIVRAISON, L'IDENTITE, L'ADRESSE, AINSI QUE LES NOS. DE LA CARTE DE TRAVAIL DE L'AGENT QUI VIENT EFFECTUER L'ENLEVEMENT. A DEFAUT, VOUS SEREZ PERSONNELLEMENT TENU RESPONSABLE DE L'UTILISATION ABUSIVE DE CETTE ATTESTATION.

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

"B"

LETTRE DE GARANTIE No. FCU/CUS/2614/95

La Mission des Nations Unies pour l'Assistance au Rwanda (MINUAR) garantit au Gouvernement rwandais le paiement des droits d'entrée et d'amendes, relatifs aux objets décrits ci-dessous, dans l'éventualité où ceux-ci seraient revendus par leur propriétaire avant leur passage en libre pratique ou leur réexpropriation. Les mêmes objets sont exempts de toutes autres taxes douanières, y compris les frais d'entreposage, conformément à la Convention sur les Privilèges et Immunités des Nations Unies.

Propriétaire/Importateur: MINUAR

Il s'agit de : 1 UNIT PREFABRICATED BULD

Suivant Avis d'arrivée no. 12223/95

Signature du Représentant
de la MINUAR

Mr. Kel GLEESON

UNAMIR
POP R/MOVCON

Visa de la Direction
des Douanes

Fait à Kigali, le 22 Septembre 1995

N.B: La MINUAR reconnait qu'un seul cas de non-respect des engagements pris entraîne la suppression de la lettre de garantie et que, dans cette éventualité, le système du cautionnement en numéraire lui sera appliqué.

"C"

REPUBLIQUE RWANDAISE
DOUANES

BUREAU DE DOUANE
DE/ KELO

P.-V. N° 15/95

A CHARGE:

NOM: ECONOMAT MINUAR

PRENOM:

ADRESSE:

N° C.I.:

DELIVREE A

NATIONALITE: FRANCE

PREVENU DE

Infraction à l'article 74

de la loi

mbant sous l'application des pe s comminées par les articles

de la même loi

AMENDE CAUTIONNEE

Francs

Quittance n° du

MARCHANDISES SAISIES
(voir détail au verso)

Mod Dou 43

Procès-verbal
d'infraction en Matière Fiscale
RAPPORT

L'an mil neuf cent nonante cinq,
le 8ème jour du mois de mai,
Nous

NSIHEMUKA Jean de Dieu
AKAYEZU Connie
MUJAWABEGA Léonilla

porteur de notre carte d'identité et muni de notre commission,

avons constaté

(reçu la déposition de Lors de la descente dans les installations de l'Economat de la MINUAR à KANOMBE, nous avons trouvé sur place une machin élevateur des marchandises (FORKLIFT) de type FL 12. Nous avons également constaté que le contrevenant n'a pas déclaré cette machine c-à-d qu'il a violé sciemment la législation douanière dans son article "22" (A.M.)

Néanmoins, il n'est jamais tard pour régulariser ce litige qui, en cas de négligence ou de retard abusif, peut occasionner des amendes pénibles au contrevenant.

Notons en plus que les informations qui nous parviennent nous affirment que la mission de l'Economat de la MINUAR est vers sa fin; ainsi donc une attention particulière si non une priorité doit être accordée à ce dossier.

Les pièces justificatives ainsi que les calculs effectués à cet égard se trouvent au verso.

De tout quoi nous avons dressé le présent procès-verbal au jour, mois et an que dessus et en avons laissé une copie (transmis copie par lettre recommandée à la Poste) au contrevenant qui a signé (a refusé de signer) avec nous.

Nous jurons que le présent procès-verbal est sincère.

Signature du contrevenant

Refus de signature

Signature du verbalisant

INE [illegible] — 100.000

"C"

REPUBLIQUE RWANDAISE
DOUANES

BUREAU DE DOUANE
DE

P.V. N° 3/BM

A CHARGE:

NOM: ALEXAKIS

PRENOM: Christophe

ADRESSE: B.P 2075 KIGALI

N° C.I.:

DELIVREE A

NATIONALITE: GRECE

PREVENU DE

Infraction à l'art. 2 et 4 de la loi du I7 Juillet I968

Accordant sous l'application des peines comminées par les articles
Article 74 et 75 de la même loi

AMENDE CAUTIONNEE

Francs

Quittance n° du

MARCHANDISES SAISIES
(voir détail au verso)

Mod Dou 43

Procès-verbal
d'infraction en Matière Fiscale
RAPPORT

L'an mil neuf cent quatre - vingt quinze, le 04 ème jour du mois de Janvier

Nous KARANGWA Gérard
BAINA Mary
GAHAMANYI André
NIBARERE Christine et
BIMENYIMANA Alphonse

porteur de notre carte d'identité et muni de notre commission,

avons constaté

(reçu la déposition de

Sur base de l'information nous fournie par le service des Opérations Douanières, nous nous sommes rendus à la boulangerie ALEXAKIS et d'après les fiches de stock, les entrées sont:
Du lait, MILEX? LA LEVure, le sucre le sel, la Margarine, de la farine,les cartons d'emballage, les oeufs from U.S.A. et l'huile végétale.

A la demande des documents justifiant la détention de ces marchandises, le commerçant a fourni seulement les bordereau d'expédition et les fiches de stock.

Quant aux Déclarations de mise en consommation, du contrat avec l'ENGECO et les autres factures couvrant les produits soi -disant achetés autres fact ailleurs, le commerçant n'a pas pu les fournir sur le champ et prétend les amener après-midi de ce jour, or, le même produit fini qu'il prétend être destiné à la MINUAR, est vendu également au public.

Après avoir pris connaissance des pièces Justificatives, nous retranchons du P.V initial 43.400kg de farine qu'il a justifier par la B bordereau d'expedition du 8LII/94 et I580 ceurs qui se Justifie par le bordereau N° 8 du 22/II/94 et celui n° I0 du 0I/I2/94 les pièces Compétement Justifiés sont= le lait Milex I0kg, la levure I2I0 kg, le sucre I650kg, le sel 9I6 kg et tout carton et sachets d'emballage.

De tout quoi nous avons dressé le présent procès-verbal au jour, mois et an que dessus et en avons laissé une copie (transmis copie par lettre recommandée à la Poste) au contrevenant qui a signé (a refusé de signer) avec nous.

Nous jurons que le présent procès-verbal est sincère.

Signature du contrevenant
ALEXAKIS Christophe

Signature du verbalisant
NIBARERE Christine

~~CNR 93944~~ — 100 000
17/1

"C"

RÉPUBLIQUE RWANDAISE
DOUANES

BUREAU DE DOUANE
DE

P.-V. N°

A CHARGE:

NOM:

PRENOM:

ADRESSE:

N° C.I.:

DELIVREE A

NATIONALITE:

PREVENU DE

Infraction à

tombant sous l'application des peines comminées par les articles

AMENDE CAUTIONNEE

Francs

Quittance n° du

MARCHANDISES SAISIES
(voir détail au verso)

Mod Dou 43

Procès-verbal
d'infraction en Matière Fiscale
RAPPORT

L'an mil neuf cent
le jour du mois de
Nous

porteur de notre carte d'identité et muni de notre commission.

avons constaté

(reçu la déposition de

Nous estimons que ALEXAKIS doit payer à la Douane I le reste des oeufs car il a dit qu'ils sont de provenance USA soit 3.060 oeufs- I580 oeufs- I480 oeufs, soit une valeur CIF de 29.600 FRW.
2. l'huile végétale I8 cartons qui ont une valeur CIF de 32.400FRW
3. la Margarine I550 kg soit la valeur CIF de 3I0.000
4. la farine élephant 64.680 kg - 43.400 soit 2I.280k, dont la valeur est de 2.I28.000 frw.

Portant les froits à récupérer par la Douane s'élèvent à I.629.360F (voir verso)

De tout quoi nous avons dressé le présent procès-verbal au jour, mois et an que dessus et en avons laissé une copie (transmis copie par lettre recommandée à la Poste) au contrevenant qui a signé (a refusé de signer) avec nous.

Nous jurons que le présent procès-verbal est sincère.

Signature du contrevenant
ALEXAKIS Christophe

Signature du verbalisant
NIBARERE Christine

IMPR 93544 — 100 000

"C"

MARCHANDISES SAISIES

éventuellement aussi les moyens de transport (1)

Nature	Poids kg	Valeur	Rubrique	Taux	Droits compromis
I. Les oeufs	I.480	29.600	04070000	I00%	29.600
2. Huile végétale	I8 CTNS	32.400	I5I52900	40%	I2.960
3. Margarine	I550	3I0.000	I5I7I0IC	I00%	3I0.000
4. Farine (élephant)	2I280	2.I28.000	II0I00I0	60%	I.276.800
					I.629.360

(1) Il est accordé mainlevée des marchandises et/ou du moyen de transport désignés ci-dessus moyennant dépôt d'une caution de francs, quittance n° du

TRANSMIS A MONSIEUR LE CONTROLEUR DES DOUANES A

N° INDICATEUR :

.....KIGALI.., le .05/0I..... 19 ..95..

Signature

NIBARERE Christine

TRANSMIS POUR DECISION A MONSIEUR LE DIRECTEUR GENERAL DES DOUANES A KIGALI

Proposition du Contrôleur des douanes

.....le.....

Signature

DECISION DU DIRECTEUR GENERAL DES DOUANES :

1. — En vertu des dispositions de l'article 76 de la loi relative au régime douanier, les marchandises saisies sont confisquées au profit de la République.

2. — En vertu des dispositions de l'article 90 de la loi relative au régime douanier et de l'article 148 de l'arrêté ministériel en portant mesures d'exécution, je propose au contrevenant la transaction signifiée séparément.

Kigali, le .....

Le Directeur général des douanes

(1) Biffer la mention inutile

"D"

EPUBLIQUE RWANDAISE
DOUANES

Procès-verbal
d'infraction en Matière Fiscale
RAPPORT

REAU DE DOUANE
E Kigali - Aéroport

P.-V. N° 07/95

CHARGE:

OM: Economat de l'Armée

RENOM:

DRESSE:

C.I.:

ELIVREE A

ATIONALITE: Française

REVENU DE Détournement
a marchandise à sa desti-
ffectation à l'art.75 de la
u 17 juillet 68 relative
gime douanier

sin[illegible]t sous l'application des
ines comminées par les articles

e la même loi

MENDE CAUTIONNEE

rancs

uittance n° du

ARCHANDISES SAISIES
oir détail au verso)

al Dou 43

L'an mil neuf cent quatre vingt quinze
le 9 jour du mois de Mars
Nous NKULIKIYE Laurent, Contrôleur des
Douanes Aéroport

porteur de notre carte d'identité et muni de notre commission,

avons constaté lors du contrôle des véhicules qui

~~circulent sans~~ circulent sans papiers douaniers, j'ai arrêté deux véhicules de la Société Française appelée "Economat de l'Armée" qui fournit des vivres à la MINUAR. Ils m'ont présenté des déclarations de Régime Suspensif. Je suis allé vérifier dans nos archives et j'ai constaté que les lettres de garanties ont été délivrées par la MINUAR. J'ai demandé aux Représentants de l'Economat de l'Armée comment ils ont pu bénéficier de ces lettres de garanties de la MINUAR. Ils m'ont répondu qu'ils travaillent pour la MINUAR. Ce qui n'est pas vrai car cette société travaille pour son propre compte. Elle fournit seulement ses marchandises à la MINUAR comme elle peut les fournir à un autre client.

.../...

De tout quoi nous avons dressé le présent procès-verbal au jour, mois et an que dessus et en avons laissé une copie (transmis copie par lettre recommandée à la Poste) au contrevenant qui a signé (a refusé de signer) avec nous.

Nous jurons que le présent procès-verbal est sincère.

Signature du contrevenant
Economat de l'Armée
Refus de signature

Signature du verbalisant
NKULIKIYE Laurent

INR [illegible] 100,00

MARCHANDISES SAISIES

éventuellement aussi les moyens de transport (1)

Nature	Poids	Valeur	Rubrique	Taux	Droits compromis

(1) Il est accordé mainlevée des marchandises et/ou du moyen de transport désignés ci-dessus moyennant dépôt d'une caution de francs, quittance n° du

TRANSMIS A MONSIEUR LE CONTROLEUR DES DOUANES A

N° INDICATEUR :

....., le ..... 19 .....

Signature

TRANSMIS POUR DECISION A MONSIEUR LE DIRECTEUR GENERAL DES DOUANES A KIGALI

Proposition du Contrôleur des douanes

..... le .....

Signature

DECISION DU DIRECTEUR GENERAL DES DOUANES :

1. — En vertu des dispositions de l'article 76 de la loi relative au régime douanier, les marchandises saisies sont confisquées au profit de la République.

2. — En vertu des dispositions de l'article 90 de la loi relative au régime douanier et de l'article 148 de l'arrêté ministériel en portant mesures d'exécution, je propose au contrevenant la transaction signifiée séparément.

Kigali, le .....

(1) Biffer la mention inutile

Le Directeur général des douanes

REPUBLIQUE RWANDAISE
DOUANES

BUREAU DE DOUANE
DE

P.-V. N°

A CHARGE:

NOM:

PRENOM:

ADRESSE:

N° C.I.:

DELIVREE A

NATIONALITE:

PREVENU DE

Infraction à

tombant sous l'application des peines comminées par les articles

AMENDE CAUTIONNEE

Francs

Quittance n° du

MARCHANDISES SAISIES
(voir détail au verso)

Mod Dou 43

Procès-verbal
d'infraction en Matière Fiscale
RAPPORT

L'an mil neuf cent
le jour du mois de
Nous

porteur de notre carte d'identité et muni de notre commission,

avons constaté

(reçu la déposition de

J'ai dressé ce procès-verbal en attendant la décision de la Direction des Douanes.

Caractéristiques de ces véhicules:

1. TOYOTA HILUX DOUBLE CABINE PICK-UP
   CHASSIS N° RMI050004499
   MOTEUR N° 22R-4021269
3. TUYOTA FOUR RUNNER
   CHASSIS N° 0001092
   MOTEUR N° 002735

Documents joints:

- Lettres de garanties n° 2769 du 15/11/94 et n° 25.04 du 20/10/94
- Certificats de vérification.

De tout quoi nous avons dressé le présent procès-verbal au jour, mois et an que dessus et en avons laissé une copie (transmis copie par lettre recommandée à la Poste) au contrevenant qui a signé (a refusé de signer) avec nous.

Nous jurons que le présent procès-verbal est sincère.

Signature du contrevenant

Signature du verbalisant

NKUNDIYE Alexis

INR 23[illegible] — 100 000

MARCHANDISES SAISIES

éventuellement aussi les moyens de transport (1)

Nature	Poids	Valeur	Rubrique	Taux	Droits compromis
1. TOYOTA HILUX DOUBLE CABINE PICK UP	1500 Kg	3778963	87042119	20%	755.793
2. TOYOTA FOUR RUNNER	1400 kg	2429595	87032392	100%	2.429.595
TOTAL DES DROITS					3.185.388

(1) Il est accordé mainlevée des marchandises et/ou du moyen de transport désignés ci-dessus moyennant dépôt d'une caution de francs, quittance n° du

TRANSMIS A MONSIEUR LE CONTROLEUR DES DOUANES A

N° INDICATEUR :

Kigali-Aéro., le 09/03/..... 19 95...

Signature

NKULIKIYE Laurent

TRANSMIS POUR DECISION A MONSIEUR LE DIRECTEUR GENERAL DES ~~DOUANES~~ A KIGALI

Proposition du Contrôleur des douanes

..... le .....

Signature

DECISION DU DIRECTEUR GENERAL DES DOUANES : 735/01/10.CSD

1. — ~~En vertu des dispositions de l'article 76 de la loi relative au régime douanier, les marchandises saisies sont confisquées au profit de la République.~~

2. — En vertu des dispositions de l'article 90 de la loi relative au régime douanier et de l'article 148 de l'arrêté ministériel en portant mesures d'exécution, je propose au contrevenant la transaction signifiée séparément.

Percevoir les droits éludés et l'une amende égale aux droits en sus

Kigali le 10/3/1995

Le Directeur général des douanes

(1) Biffer la mention inutile

N° ...../V/07.07/VPP "E"

SERVICE DES IMPOTS
B.P. 42 KIGALI

A l'ECONOMAT DE L'ARMEE
KIGALI - RWANDA

Objet: Avis d'imposition
d'office.

Messieurs...,

J'ai l'honneur de vous informer qu'en vertu de l'article 115 de la loi du 2 juin 1964 relative aux impôts sur les revenus, une taxation sera établie d'office à votre charge pour l'exercice .....1995..... (revenus de l'année .1994..).

Motifs:

* Absence de déclaration
- Remise tardive de déclaration
- Absence de comptabilité spéciale visé à l'article 70, (Sociétés étrangères)
- Défaut de remise des pièces justificatives, des renseignements demandés ou de réponse dans les délais fixés respectivement aux articles 98, 99, 101, 102, 104, 108, 111, 112 et 113 de la loi du 2 juin 19864,
- Absence de comptabilité conforme à la législation du Rwanda.

DETERMINATION DES REVENUS IMPOSABLES:

- Comparaison avec des redevables similaires,
- Comme l'année antérieure (article 33 §.)
- Signes ou indices.

* - Eléments recueillis par l'Administration

Je vous prie d'agréer, Messieurs,
....., l'expression de ma considération distinguée.

Pour approbation.
Chef de Division Assiette et Contrôle
GASIZARO Pierre 06/95

Le Vérificateur des Impôts
Valence

"E"

TAXATION D'OFFICE POUR L'EXERCICE 1995 REVENU DE JANVIER A MAI 1995

En vertu de l'art. 101 et 115 de la loi du 2 juin 1964 relatve aux impôts sur les revenus, compte tenu des informations qui nous sont parvenues nous confirmant votre départ du Rwanda fin juin 1995; il est établi une imposition d'office à votre charge pour l'exercice 1995 (mois de janvier 1995 à mai 1995) et ce, suivant les dispositions de l'art 33 de la même loi.

- Moyenne de chiffre d'affaires par mois 1.706.668 $ U S
- De janvier 1995 à Mai 1995 : 8.533.340 x 220 = 1.877.334.800
- Moyenne de taux de charge pour cette période 220: 8.533.340x220 = 1.877.334.800

- Ventes diverses pour cette période: 25.000 $ x 220 = 5.500.000 Frw
- Total du chiffre d'affaires : 1.882.834.800
- Coût d'achat: $\frac{1.882.834;800 \times 100}{125} = 1.506.267.840$ Frw

Calcul de l' Impôt

1ère tranche de 2.000.000 = 613.600 Frw
2ème tranche de 374.566.960= 187.283.480 Frw

TOTAL DE L'IMPOT DU POUR 1995: 187.897.080 FRW

1) Taux à 250 : 751 588,32 US $
2) Taux à 135 : 1 381 830,- US $ (officiel).

le deuxième Taux est à retenir

REPUBLIQUE RWANDAISE
MINISTERE DES FINANCES
DIRECTION DES IMPOTS

TAXATION D'OFFICE DES REVENUS PROFESIONNELS DE 1994 DE L'ECONOMAT DE L'ARMEE.

Motif : Absence de déclaration

Facture d'Août 1994	:	794.053 $ US
Facture d'Oct. 1994	:	1.896.559 $ US
Facture de Nov.1994	:	2.339.392 $ US
		5.120.004 $ US

soit une moyenne de 1.706.668 $ US par mois

De mars 1994 à Décembre 1994: 10 mois

1.706.668 $ US x 10 = 17.066.880 $ U S

Marge bénéficiaire 25%

Coût d'Achat= $\frac{17.066.680 \times 100}{125}$ = 13.653.344 $ U S

Marge: 17.066.680 - 13.653.344 = 3.413.336 $ U S

Taux de charge moyen pour 1994: 135 FRW / 1$ U S
soit 3.413.336 x 135 = 460.800.360 FRW

Faute de pièces justificatives quant aux charges d'exploitation, le bénéfice imposable est égal à la marge brute: 460.800.360 Frw

Ventes diverses de l'Economat.

Moyenne. 60.000 $ U S pour 1994.
soit 8.100.000

coût d'achat. $\frac{8.100.000 \times 100}{125}$ = 6.480.000

Bénéfice net imposable : 8.100.000 - 6.480.000 = 1.620.000 Frw B

Total des bénéfice imposables: A + B

460.800.360 + 1.620.000=462.420.360 FRW

Calcul de l'IMPOT DU

UNITED NATIONS NATIONS UNIES

FIELD ADMINISTRATION & LOGISTICS DIVISION

F/IN-2341

FACSIMILE TRANSMISSION

Outgoing FaxNo.:MIR 356	Date: 25 September 1995
To: SUSAN MATHEW CAO UNAMIR	From: H.MEDILI DIRECTOR FALD/DPKO UNHQ,NEWYORK
Fax: 212-963-3090	Fax: 212-963-2116
Number of transmitted pages: one	Ref.:
Attn:	
Subject: TAXING - SOCIAL SECURITY - CIVILIAN CONTRACTORS.	

A MEETING HELD WITH OLA ON FRIDAY LAST REF THE ABOVE SUBJECT RESULTED IN A NUMBER OF POINTS REQUIRING CLARIFICATION AS FOLLOWS.

1. DO YOU USE A DOCUMENT CALLED A 'PROTOCOL' DOCUMENT WHICH WOULD BE A MISSION ISSUED DOCUMENT TO IMPORT GOODS FOR UN USE EXCLUSIVELY?.
2. HAVE ANY GOODS OR PROPERTIES BEEN SEIZED BY THE RWANDAN GOVT IN LIEU OF OR UNTIL TAXES WERE PAID BY CONTRACTORS?.
3. INFO IS REQUIRED AS TO THE EXACT DESCRIPTION OF TAXES SOUGHT INCL SOCIAL SECURITY TO INCLUDE THE AMOUNT OF THE TAXES.(TO INCLUDE ALL TAXES GOVT HAVE ASKED FOR).
4. COULD YOU GET YOUR HAND ON A COPY OF THE RELEVANT LAW FROM THE RWANDAN AUTHORITIES GOVERNING THE PAYMENT OF SUCH TAXES etc. AND FORWARD TO UNHQ MARKED FOR ATTN L.COOKE.
5. FALD REQUESTS A REPLY AS QUICKLY AS POSSIBLE.

Gilles Mitshana } coordinate response

CAO GISS

Bill

Drafted by: L. COOKE/I.KULOV .	Authorized By: A WALDRUM OIC..

Received 26/9/95 NHQ

UNITED NATIONS NATIONS UNIES

ASSISTANCE MISSION FOR RWANDA MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

TO: MR. BRUCE RASHKOW DIRECTOR, GENERAL LEGAL DIVISION, OFFICE OF LEGAL AFFAIRS UNATIONS, NEW YORK U.S.A.	FROM: SHAHARYAR M. KHAN SPECIAL REPRESENTATIVE OF THE SECRETARY-GENERAL UNAMIR, KIGALI RWANDA
INFO: MR. DENIS BEISSEL DEPUTY DIRECTOR FALD/DPKO ATTENTION: MR. HANS CORELL/MS JEANETTE AMER/MR. FRANK EPPERT OFFICE OF LEGAL AFFAIRS	DATE: 20 SEPTEMBER 1995
FAX: (212) 963-3155	FAX: 212 963 3090 (250) 86877
DRAFTED BY: MTSANA M. NCUBE, CHIEF, BOARDS OF INQUIRY UNIT ADMIN/LEGAL OFFICER	Section: ADMINISTRATION/ LEGAL OFFICE
SUBJECT: STATUS OF INDEPENDENT CONTRACTORS TO UNAMIR	

Number of transmitted pages: 3

1. AS A RESULT OF THE CASE BROUGHT AGAINST BROWN & ROOT BY THE INDIAN OCEAN COMPANY (OWNED BY MR. HOSH), AND POSSIBLY FOR OTHER REASONS, THE GOVERNMENT OF RWANDA WANTS A DEFINITIVE STATEMENT ON THE STATUS OF ALL INDEPENDENT CONTRACTORS TO UNAMIR PRESENTED TO THE MINISTRY OF DEFENCE IMMEDIATELY.

2. EVER SINCE THE SECOND UNAMIR MANDATE BEGAN, THERE HAVE BEEN DIFFICULTIES BETWEEN THE GOVERNMENT OF RWANDA AND UNAMIR IN AGREEING ON THE STATUS OF CONTRACTORS TO UNAMIR, SPECIFICALLY IN TERMS OF PRIVILEGES AND IMMUNITIES REGARDING CUSTOMS DUTIES, IMPORTATION TAX, TAX ON PROFITS, VISA REGULATIONS, PAYMENT OF SOCIAL SECURITY, AND, GENERALLY, THE ISSUE OF LEGAL PROCESS UNDER RWANDAN LAW. THE CONTRACTS OF TWO OF THESE CONTRACTORS (BROWN & ROOT, AND ES-KO) WERE DRAWN UP AT UN HEADQUARTERS, NEW YORK.

3. THE FOLLOWING FOUR COMPANIES ARE CURRENT CONTRACTORS WITH UNAMIR:

(a) BROWN & ROOTS SERVICES CONTRACT
(b) ES-KO INTERNATIONAL
(c) GMT-CONSOLIDATED SERVICES LIMITED
(d) ANGELICA IMEX LIMITED

4. THEY PROVIDE DIFFERENT SERVICES TO UNAMIR TO ENABLE IT TO CARRY OUT ITS MANDATE IN RWANDA. PLEASE FIND BELOW, IN SYNOPTIC FORM, THE SERVICES RENDERED BY EACH OF THE FOUR CONTRACTORS:

(a) BROWN & ROOT

- PROVIDES LOGISTICS & OTHER RELATED SUPPORT SERVICES. THESE INCLUDE, BUT ARE NOT LIMITED TO, SERVICES LIKE ROAD CONSTRUCTION, BUILDING AND SUPPLY OF FUEL, MATERIALS AND EQUIPMENT.

(b) ES-KO INTERNATIONAL

- SUPPLIES AND DELIVERS FOOD RATIONS INCLUDING FRESH, DRY, AND FROZEN FOODSTUFF, ON AN "AS REQUIRED" BASIS AND ALL SERVICES RELATED THERETO, TO MILITARY CONTINGENTS ASSIGNED TO UNAMIR).

  THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL THE NECESSARY PERSONNEL, EQUIPMENT, MATERIAL, AND SUPPLIES, AND FOR MAKING ALL NECESSARY ARRANGEMENTS, INCLUDING TRANSPORTATION AND WAREHOUSING.

(c) ANGELICA IMEX LIMITED (PX)

- OPERATES CONCESSION STORES (COMMISSARIES) DEALING MAINLY IN GENERAL FOOD-STUFFS, GENERAL ITEMS, PHARMACEUTICAL AND MEDICAL SUPPLIES AND COSMETICS) ON UNAMIR'S PREMISES IN KIGALI, AND ELSEWHERE IN RWANDA FOR THE BENEFIT OF UNITED NATIONS PERSONNEL AND SUCH OTHER PERSONNEL AS THE GOVERNMENT OF RWANDA IN ITS OWN DISCRETION, MAY AUTHORIZE.

(d) MGT/CSL (CONSOLIDATED SERVICES LIMITED)

- HIRES OUT CATERING SERVICES TO UNAMIR FOR UNAMIR PERSONNEL. THIS INCLUDES ESTABLISHING CATERING FACILITIES AT VARIOUS LOCATIONS FOR UNAMIR STAFF.

5. WHILE ECONOMAT'S CONTRACT HAS BEEN TERMINATED, THERE ARE ISSUES WHICH REQUIRE EX POST FACTO CLARIFICATION WITH RESPECT TO THAT COMPANY'S OPERATIONS AS A UN CONTRACTOR IN RWANDA.

6. AT THIS POINT, I WOULD LIKE TO DRAW YOUR ATTENTION TO FAX MESSAGE NO. CNR 670 DATED 21 NOVEMBER 1994 IN WHICH, WHILE ADDRESSING ANOTHER ISSUE, MR. RALPH ZACKLIN, DIRECTOR AND DEPUTY TO THE UNDER-SECRETARY-GENERAL, OFFICE OF THE LEGAL COUNSEL, STATED IN PARAGRAPH 2 AS FOLLOWS:

> "FROM A LEGAL POINT OF VIEW, NEITHER THE INDEPENDENT CONTRACTORS NOR THEIR EMPLOYEES ARE MEMBERS OF UNAMIR. THEY ARE NOT COVERED BY THE CONVENTION OR THE SOFA AND DO NOT ENJOY THE PRIVILEGES AND IMMUNITIES PROVIDED TO UNAMIR."

7. THE GOVERNMENT OF RWANDA HAS DEMANDED THAT UNAMIR PROVIDE IT URGENTLY WITH THE STATUS OF ITS CONTRACTORS. A VERBAL MESSAGE BROUGHT TODAY (20 SEPTEMBER) BY A GOVERNMENT REPRESENTATIVE STATED THAT THE AUTHORITIES ARE NOT WILLING TO WAIT FOR NEW YORK TO ADVICE UNAMIR ON THE STATUS OF THE CONTRACTORS BECAUSE IT WILL TAKE TOO LONG. THE GOVERNMENT ALLEGES THAT SOME OF THE COMPANIES MAY BE ILLEGALLY HIDING BEHIND PRIVILEGES AND IMMUNITIES TO WHICH THEY MAY NOT BE ENTITLED, THUS VIOLATING THE LAWS OF RWANDA. THE GOVERNMENT SAYS IT DOES NOT WANT THE CONTRACTORS TO LEAVE THE COUNTRY BEFORE PAYING "WHAT IS DUE TO THE GOVERNMENT BY WAY OF TAXES, AND TO PRIVATE INDIVIDUALS IN CASES OF RENTAL CONTRACTS."

REGARDS.

Ms Rafi
21.9.95
MS

Fesh
12-9
Mr Dao

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

NOTE FOR FILE

Meeting with Mr. Claude Dusaidi, Political Adviser to Vice-President Maj-Gen Paul Kagame

Subject: Brown & Root

Venue: Mr. Dusaidi's office at the Ministry of Defence

Representing UNAMIR were Messrs M. Ncube and A. B. S. Dao

The meeting started at 14:00hrs on Monday, 11 September 1995 as a follow-up to directives given by the ED, Mr. De Souza, just before he left Kigali on vacation last Monday. The main reason was to discuss preliminary findings of this office on allegations of impropriety levelled against Brown & Root during their sojourn in Somalia. It will be recalled that Mr. Dusaidi had earlier requested a meeting with the ED on the above subject matter.

Mr Dusaidi explained that the office of the Vice-President had received reports that Brown & Root was involved in a series of improprieties whilst operating in Somalia and emphasized that he was particularly interested in the report of the India Ocean Company that Brown & Root allegedly owed the former over US $29 million in outstanding rent. Mr. Dusaidi expressed concern that such reports, if true, would raise apprehensions here in Rwanda and indicated his desire to be informed of the status of Brown & Root in Rwanda; particularly as regards privileges and immunities, taxation and the payment of rent for premises that the latter occupies. In fact, the Vice President's office would also like to receive similar information from UNAMIR on other logistics companies, including Economat, operating in Rwanda as contractors of UNAMIR. This would enable UNAMIR and the Rwandese government address potential problem areas relating to the operations of these companies here in Rwanda; particularly with the recent appointment of an Inter-Ministerial Team by Vice-President Kagame on 6 September 1995 to appraise the role and activities of UNAMIR, Mr. Dusaidi concluded.

Mr. Ncube assured Mr. Dusaidi of UNAMIR's cooperation and explained that as soon as the relevant information was received from UNNY, the office of the Vice-President would receive full information requested. We however expressed regret that Brown & Root has been issued a Summons by a Rwandese court (with India Ocean Company as the plaintiff) without ascertaining jurisdiction and the proper identity of the Plaintiff. In the ensuing

discussions it was discovered in a file held by Mr. Dusaidi himself that the legal tenant in Somalia was UNOSOM 11 and not Brown & Root.

Submitted please.

Abu Bakr Sidique Dao

cc: SRSG
ED a.i.
M. Ncube Esq.

CNR 251 P 1/1

UNAMIR
95 SEP -6 04 44
RECEIVED
OFFICE OF THE SRSG
UNAMIR

OUTGOING CODE CABLE

TO: KHAN, UNAMIR, KIGALI

FROM: ANNAN, UNATIONS, NEW YORK.

DATE: 5 September 1995

NUMBER: UNAMIR: 2929

SUBJECT: Status of UNAMIR contractors

Copy ED
copy: Mr. Rappii
5/9/95

1. Thank you for your MIR-3073 of 28 August, a copy of which was also forwarded with your MIR-3142 of 5 September.

2. We have asked the Office of Legal Affairs to provide comments to the points you raised. We will revert to you with a comprehensive answer to these questions as soon as possible.

3. Additionally, thank you for your fax of 31 August clarifying the functions to be performed by the Legal Adviser attached to the political section, which was very useful.

Best Regards.

RECEIVED
06 SEP 1995
OFFICE OF THE SRSG
UNAMIR

SRSG

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

INTEROFFICE MEMORANDUM

TO: Ms. Isel Rivero
Special Assistant to the SRSG

FROM: Ladan M. Rafii
Political/Legal Officer

DATE: 26 August 1995

SUBJECT: Force Commander's Directive on the Legal Jurisdiction Applicable to UNAMIR and Rwandan Authorities

---

The attached directive received from the military was revised following my discussions with our contract mananagement cell, the Executive Director and our military component. The purpose of these consultations was to provide some measure of protection to the international staff of UNAMIR contractors (a category which had formerly been omitted from the prior version of the directive issued by the Force Commander on handover procedures).

As a result, this updated document includes a reference to the international personnel of UNAMIR contractors (see page 5), and it also modifies the extent of protection offered to personnel of NGOS (e.g., that such protection should be restricted to their international staff only). Otherwise, the information remains the same as that provided in the directive dated 24 July 1995 which was previously circulated.

cc: ED
CMC

UNITED NATIONS
ASSISTANCE MISSION IN RWANDA

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Ladan Rafii
Could you look this over please. I'd like your comment as appropriate.
24/8/95

FROM : **G 3 PLANS** for

5000.45 (Plans)

TO : **DISTRIBUTION LIST**

DATE : **24 Aug 95**

SUBJECT : **DIRECTIVE ON THE LEGAL JURISDICTION APPLICABLE TO UNAMIR AND RWANDAN AUTHORITIES**

1. The updated directive on the legal jurisdiction applicable to UNAMIR and Rwandan authorties, is forwarded herwith. It will be effective from the date of receipt. It superseeds the version issued on 25 July 95.

2. Acknowledge.

RECEIVED
25 AUG 1995
OFFICE OF THE SRSG
UNAMIR

Distribution :

Action :

LIST B, C AND D (less spares)
UNHFOR (UN Human Rights Field Operations in Rwanda)
CISS
CCPO
STO
CSO
MCC
CITMM
BMES
CCO

Information :

LIST A AND E (less spares)

b. location where the Rwandan Government sought jurisdiction,

c. crime person accused of,

d. name of the UNAMIR person(s) who was present when the Rwandan Government sought jurisdiction,

e. date, time and place the person was handed to the Prosecutor's Office, and

f. whether an ICRC and UNHRFOR representative was present during the hand over and if not, why not.

INTERNATIONAL PERSONNEL OF UNAMIR CONTRACTORS

25. As soon as a Rwandan authority seeks legal jurisdiction over an international member of a UNAMIR contractor, HQ UNAMIR, the appropriate head of the UNAMIR contractor and the ICRC and UNHRFOR must be notified. HQ NAMIR is to dispatch MP to the site.

26. UNAMIR soldiers are to allow the Rwandan authority(s) to take custody of a international member of an UNAMIR contractor if that person(s) is identified as having legal authority (ie., Gendarme, Prosecutors). UNAMIR troops are to allow MP to liaise with the Rwandan authority(s).

27. Should handover take place, the person must be taken to the appropriate Prosecutor's Office (details of these offices are at Annex E). The ICRC and UNHRFOR are to be notified as far as possible in advance and, if possible, are to be present during the hand over. The proforma at Annex G is to be completed and signed by the UNAMIR person conducting the hand over and the person in the Prosecutor's Office to whom the hand over is made.

28. A report detailing the following is to be submitted to UNAMIR HQ, attention G1 Pers, G3 Ops, and the Force Provost Marshall:

a. name of person handed over and the UNAMIR contractor they work for,

b. location where the Rwandan Government sought jurisdiction,

c. crime person accused of,

d. name of the UNAMIR person(s) who was present when the Rwandan Government sought jurisdiction,

e. date, time and place the person was handed to the Prosecutor's Office, and

f. whether an ICRC and UNHRFOR representative was present during the hand over and if not, why not.

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

TO: Colonel Jan Arp
DCOS - OPS

FROM: Wilfrid de Souza
Executive Director

DATE: 10 August 1995

SUBJECT: FC's Directive on the Legal Jurisdiction Applicable to UNAMIR and Rwandan Authorities

---

1. It has come to my attention that the Force Commander's directive on the above-mentioned subject dated 24 July 1995 omits any reference to procedures governing the handover of UNAMIR contractor personnel to the Rwandan authorities. Despite UNAMIR's revised mandate, and in light of the various difficulties we are encountering with the Rwandan Government regarding the status of such personnel, I would like to propose that some measure of protection be afforded by UNAMIR's military component to the international (not local) staff members of UNAMIR contractors.

2. I understand that this matter has already been brought to your attention by our Political/Legal Officer who has also raised the issue with the Military Legal Officer, Major Craig McConaghy. Our proposal is to include such personnel under category 5 (f) of the directive pertaining to personnel of non-governmental organizations so that they may be accorded the same degree of protection as NGO personnel working in Rwanda.

3. Thank you for your attention to this matter.

cc: SRSG
FC
P/LO

UNITED NATIONS
INTEROFFICE MEMORANDUM

UNAMIR-MINUAR

NATIONS UNIES
MEMORANDUM INTERIEUR

TO: **Mr. Shaharyar Khan**
SRSG

THROUGH: **Mr. Wilfrid De Souza** W.S.
Executive Director

FROM: **I. Minta** IMC
Legal Adviser

DATE: 10 July 1995
REF: OSRSG/LA/001/95

SUBJECT: **Tax Liability of UNAMIR Contractors in Rwanda**

We need to address the issue which has been very well stated by LA. Unfortunately he was outspoken it with a defense of his attitude which was not relevant. ED. Shaharyar 12.)

I would like this memo to be treated as an addendum to my memo of 19 June 1995 on **Legal issues to be resolved with the Government.** I would also suggest that copies be sent to Headquarters for information and advice.

On Friday July 7, I accompanied Mr. Gilles Briere of the Contract Management Cell and Mr. Gardeux of ECONOMAT to a meeting at the Rwandese CID office to discuss a case that had been referred to the CID by the Ministry of Finance, regarding the tax liability of ECONOMAT. The meeting was attended by Lt. Celestin Kayitankore, Director of CID, Mr. Valence Rurangwa of the Ministry of Finance, and Captains Murari and Mumguza of the RPA/Security. This case has obvious implications for all other UNAMIR contractors.

I would like to recall that the discussion also related to two questions I had raised in my first few months here, namely:

1. Whether UNAMIR's contractors and their personnel are covered by the privileges and immunities of the United Nations and of UNAMIR as contained in the 1946 Convention and the Status of Mission Agreement.

2. Whether as Legal Adviser I have any responsibilities with regard to UNAMIR's contractors and whether I should be informed of or involved in those contracts.

With regard to the first question, we had sought clarification from OLA New York and I attach a copy of their response, dated 22 November 1994 - which was that neither the contractors nor their personnel are covered. This response was conveyed to the contractors.

However, it has always been clear, and officials of the Government agree to this, that goods imported by the contractors for UNAMIR are covered by the exemptions contained in the SOMA, if those goods are properly documented as being for UNAMIR.

With regard to the second question, there is a letter from Mr. Golo dated 24 March 1995 in response to my memo of 3 March (copies attached) asserting, in effect, that I have no direct responsibilities with regard to UNAMIR's contractors and that it will be too cumbersome to copy these contracts to me. In fact, it is only very recently that I have been informed of any UNAMIR contract, when a copy of the accommodation contract with Hotel Meridien dated 29 May 1995 was sent to me for information. This was all I had been asking for previously. I should therefore not have been involved in the meeting on ECONOMAT's problems, given the fact that they are not my responsibility. But I went along because I was told by Mr. Briere that those were the SRSG's instructions.

The Government raised the following issues at the meeting:

1. ECONOMAT is asked to pay income tax of almost $2 million in respect of what the Government regards as ECONOMAT's business activities in Rwanda in respect of their contract with UNAMIR, notwithstanding UNAMIR's privileges and immunities. When pressed, they were unable to provide details as to how that tax liability was arrived at.

2. In response to Mr. Briere's assertions that ECONOMAT is exempt from such taxes - on which I have my own doubts with reference to the SOMA, i.e., apart from the case of UNAMIR imports referred to above - the Rwandese Government wants to be shown the specific provisions of the "Statute of ECONOMAT" or of UNAMIR that provides for such exemption. Since my advice on this issue prior to the meeting was ignored, I believe it is now Mr. Briere's responsibility to provide the Rwandese Government with the relevant documentation to support his claims.

3. In the meantime, some vehicles and spare parts of ECONOMAT have apparently been impounded pending resolution of the case, ostensibly for non-payment of customs duties. However, we argued the point, and it was accepted by Cpt. Murari of Airport Security (who joined the meeting at a later stage), that ECONOMAT is not liable for customs duties in respect of goods imported for UNAMIR. After that, the Ministry of Finance representative stated that the impoundment was actually for non-payment of income tax.

4. References were made to some previous correspondence, most of which I was not aware of. However, there was a reference to a letter from the Ministry of Foreign Affairs to UNAMIR (which was actually in relation to UNAMIR's proposals to establish a **Commissary**), in which the Ministry is apparently under the mistaken impression that the Commissary is to be run by ECONOMAT. I had written a memo to the SRSG (dated 25 May 1995) pointing out that misconception (copy attached). However, I did not bring that up at the meeting because I thought we should rather

hear them out fully on their case against ECONOMAT, and respond later after due consideration.

5. The ECONOMAT representative was warned that he could be arrested while the case is pending. On further discussion, the RPA/security said there will be no arrests but that no ECONOMAT staff (expatriates) will be allowed to leave Rwanda until the case is resolved. It turns out that ECONOMAT are no longer contractors to UNAMIR (since 30 June 1995), and that Mr. Gardeaux is their last remaining representative in Rwanda.

Recommendations

As indicated above, this case arises from the still unresolved question of the privileges and immunities of UNAMIR's contractors in Rwanda. That question actually has about three dimensions, namely:

(a) Status of the Contractor as a corporate entity

UNAMIR's contractors are separate legal entities from UNAMIR. Thus, unless specific provision is made in the SOMA or similar instrument stating that they are to enjoy the privileges and immunities of UNAMIR, or any particular set of privileges and immunities, we cannot claim such privileges and immunities for them. This has always been my argument here, although it appears some of our personnel have difficulty accepting that reality.

In a memo from Mr. Zacklin to Mr. Annabi dated 21 June 1995, which was conveyed to us, it is stated in para. 5 that **"certain difficulties encountered by UN contractors in servicing peace-keeping operations, such as those described in the attachments to your note and memorandum on the above subject, are being addressed by [OLA] with a view to inserting in future SOFAs provisions on facilities which may be necessary for UN contractors in the performance of their duties".**

I would like to note here that, when I served as legal Adviser to UNOMSA in South Africa, we included such provisions in the Status of Mission Agreement we negotiated there with the South African Government, which was cleared by OLA.

(b) Status of employees of contractors

Again, employees of contractors are not United Nations or UNAMIR personnel. Therefore, they do not automatically enjoy the privileges and immunities of members of UNAMIR unless specific provision is made to that effect. Such provision does not exist in the SOMA, but can be made in similar manner as discussed above - and as was made in the case of UNOMSA.

With regard to the legal problems of ECONOMAT's expatriate representatives, I have already advised the involvement of the French Embassy to protect their nationals. Discussions at higher levels of Government may also help.

(c) **Status of goods imported by contractors**

If such goods are properly documented as UNAMIR goods, they should enjoy the tax and other exemptions and protections of UNAMIR under the SOMA. But if they are not so documented, it is difficult, and in fact impermissible, to claim such exemptions.

I understand that the Government is to present a number of proposals on the renegotiation of the SOMA. I have previously expressed my views on this issue, namely, that renegotiation should be welcome for the purpose of closing loopholes - such as coverage for contractors. But we must also emphasize the obligations of the Government under the SOMA as it stands now, pending such renegotiations.

I must add one last note here. Mr. Briere sought to impress upon me certain points which he felt I must include in this memo, regarding ECONOMAT's contract with UNAMIR and an alleged relationship with the French Government in that regard. I told him I cannot do that since I am not responsible for the contracts and have not seen any documentation on them, but that he could make his own points himself in addition to any points I choose to raise in this memo in carrying out my responsibilities regarding the SOMA. I regret to state that Mr. Briere took offence at this and used language towards me that I do not want to repeat here.

cc: CAO
CMCO
ECONOMAT

UNITED NATIONS
INTEROFFICE MEMORANDUM

UNAMIR MINUAR

NATIONS UNIES
MEMORANDUM INTERIEUR

TO: **Mr. Shaharyar Khan**
SRSG

DATE: 10 July 1995
REF: OSRSG/LA/001/95

THROUGH: **Mr. Wilfrid De Souza** W.S.
Executive Director

FROM: **I. Minta**
Legal Adviser

SUBJECT: **Tax Liability of UNAMIR Contractors in Rwanda**

I would like this memo to be treated as an addendum to my memo of 19 June 1995 on **Legal issues to be resolved with the Government.** I would also suggest that copies be sent to Headquarters for information and advice.

On Friday July 7, I accompanied Mr. Gilles Briere of the Contract Management Cell and Mr. Gardeux of ECONOMAT to a meeting at the Rwandese CID office to discuss a case that had been referred to the CID by the Ministry of Finance, regarding the tax liability of ECONOMAT. The meeting was attended by Lt. Celestin Kayitankore, Director of CID, Mr. Valence Rurangwa of the Ministry of Finance, and Captains Murari and Mumguza of the RPA/Security. This case has obvious implications for all other UNAMIR contractors.

I would like to recall that the discussion also related to two questions I had raised in my first few months here, namely:

1. Whether UNAMIR's contractors and their personnel are covered by the privileges and immunities of the United Nations and of UNAMIR as contained in the 1946 Convention and the Status of Mission Agreement.

2. Whether as Legal Adviser I have any responsibilities with regard to UNAMIR's contractors and whether I should be informed of or involved in those contracts.

With regard to the first question, we had sought clarification from OLA New York and I attach a copy of their response, dated 22 November 1994 - which was that neither the contractors nor their personnel are covered. This response was conveyed to the contractors.

However, it has always been clear, and officials of the Government agree to this, that goods imported by the contractors for UNAMIR are covered by the exemptions contained in the SOMA, if those goods are properly documented as being for UNAMIR.

With regard to the second question, there is a letter from Mr. Golo dated 24 March 1995 in response to my memo of 3 March (copies attached) asserting, in effect, that I have no direct responsibilities with regard to UNAMIR's contractors and that it will be too cumbersome to copy these contracts to me. In fact, it is only very recently that I have been informed of any UNAMIR contract, when a copy of the accommodation contract with Hotel Meridien dated 29 May 1995 was sent to me for information. This was all I had been asking for previously. I should therefore not have been involved in the meeting on ECONOMAT's problems, given the fact that they are not my responsibility. But I went along because I was told by Mr. Briere that those were the SRSG's instructions.

The Government raised the following issues at the meeting:

1. ECONOMAT is asked to pay income tax of almost $2 million in respect of what the Government regards as ECONOMAT's business activities in Rwanda in respect of their contract with UNAMIR, notwithstanding UNAMIR's privileges and immunities. When pressed, they were unable to provide details as to how that tax liability was arrived at.

2. In response to Mr. Briere's assertions that ECONOMAT is exempt from such taxes - on which I have my own doubts with reference to the SOMA, i.e., apart from the case of UNAMIR imports referred to above - the Rwandese Government wants to be shown the specific provisions of the "Statute of ECONOMAT" or of UNAMIR that provides for such exemption. Since my advice on this issue prior to the meeting was ignored, I believe it is now Mr. Briere's responsibility to provide the Rwandese Government with the relevant documentation to support his claims.

3. In the meantime, some vehicles and spare parts of ECONOMAT have apparently been impounded pending resolution of the case, ostensibly for non-payment of customs duties. However, we argued the point, and it was accepted by Cpt. Murari of Airport Security (who joined the meeting at a later stage), that ECONOMAT is not liable for customs duties in respect of goods imported for UNAMIR. After that, the Ministry of Finance representative stated that the impoundment was actually for non-payment of income tax.

4. References were made to some previous correspondence, most of which I was not aware of. However, there was a reference to a letter from the Ministry of Foreign Affairs to UNAMIR (which was actually in relation to UNAMIR's proposals to establish a **Commissary**), in which the Ministry is apparently under the mistaken impression that the Commissary is to be run by ECONOMAT. I had written a memo to the SRSG (dated 25 May 1995) pointing out that misconception (copy attached). However, I did not bring that up at the meeting because I thought we should rather

hear them out fully on their case against ECONOMAT, and respond later after due consideration.

5. The ECONOMAT representative was warned that he could be arrested while the case is pending. On further discussion, the RPA/security said there will be no arrests but that no ECONOMAT staff (expatriates) will be allowed to leave Rwanda until the case is resolved. It turns out that ECONOMAT are no longer contractors to UNAMIR (since 30 June 1995), and that Mr. Gardeaux is their last remaining representative in Rwanda.

Recommendations

As indicated above, this case arises from the still unresolved question of the privileges and immunities of UNAMIR's contractors in Rwanda. That question actually has about three dimensions, namely:

(a) **Status of the Contractor as a corporate entity**

UNAMIR's contractors are separate legal entities from UNAMIR. Thus, unless specific provision is made in the SOMA or similar instrument stating that they are to enjoy the privileges and immunities of UNAMIR, or any particular set of privileges and immunities, we cannot claim such privileges and immunities for them. This has always been my argument here, although it appears some of our personnel have difficulty accepting that reality.

In a memo from Mr. Zacklin to Mr. Annabi dated 21 June 1995, which was conveyed to us, it is stated in para. 5 that **"certain difficulties encountered by UN contractors in servicing peace-keeping operations, such as those described in the attachments to your note and memorandum on the above subject, are being addressed by [OLA] with a view to inserting in future SOFAs provisions on facilities which may be necessary for UN contractors in the performance of their duties".**

I would like to note here that, when I served as legal Adviser to UNOMSA in South Africa, we included such provisions in the Status of Mission Agreement we negotiated there with the South African Government, which was cleared by OLA.

(b) **Status of employees of contractors**

Again, employees of contractors are not United Nations or UNAMIR personnel. Therefore, they do not automatically enjoy the privileges and immunities of members of UNAMIR unless specific provision is made to that effect. Such provision does not exist in the SOMA, but can be made in similar manner as discussed above - and as was made in the case of UNOMSA.

With regard to the legal problems of ECONOMAT's expatriate representatives, I have already advised the involvement of the French Embassy to protect their nationals. Discussions at higher levels of Government may also help.

(c) Status of goods imported by contractors

If such goods are properly documented as UNAMIR goods, they should enjoy the tax and other exemptions and protections of UNAMIR under the SOMA. But if they are not so documented, it is difficult, and in fact impermissible, to claim such exemptions.

I understand that the Government is to present a number of proposals on the renegotiation of the SOMA. I have previously expressed my views on this issue, namely, that renegotiation should be welcome for the purpose of closing loopholes - such as coverage for contractors. But we must also emphasize the obligations of the Government under the SOMA as it stands now, pending such renegotiations.

I must add one last note here. Mr. Briere sought to impress upon me certain points which he felt I must include in this memo, regarding ECONOMAT's contract with UNAMIR and an alleged relationship with the French Government in that regard. I told him I cannot do that since I am not responsible for the contracts and have not seen any documentation on them, but that he could make his own points himself in addition to any points I choose to raise in this memo in carrying out my responsibilities regarding the SOMA. I regret to state that Mr. Briere took offence at this and used language towards me that I do not want to repeat here.

cc: CAO
CMCO
ECONOMAT

3/3

UNITED NATIONS NATIONS UNIES

ASSISTANCE MISSION IN RWANDA MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

Date: 3 July 1995

To: Mr. I. Minta
Legal Adviser

From: Mtshana M. Ncube
Chief, Boards of Inquiry Unit
Administrative/Legal Officer

Please find attached documents which refer to charges to UNAMIR by MAGERWA for clearing the former's goods through Customs.

It is my view, and that of the Local Committee on Contracts, that what is being charged is not a tax but a service charge under paragraph 14 of the SOMA. Apparently New York is not sure and has therefore queried the case presented for payment of MAGERWA. FALD is seeking clarification.

I should be most grateful for your advice on this matter.

Regards.

To Mr Ncube:

The combined effect of Article II of the 1946 Convention on the Privileges and Immunities of the United Nations, and of paras. 14 & 15 of the SOMA, is that UNAMIR is exempt from: all direct taxes, sales taxes, customs and excise duties, warehouse and wharfage charges, and any tolls and charges for the use of ports and similar public facilities. However, under SOMA para. 14 (as well as the Convention, section 7(a)), UNAMIR is not exempt from "charges for services rendered".

IF the MAGERWA charges are of the latter category, we are NOT exempt.

United Nations / Nations Unies

INTEROFFICE MEMORANDUM / MEMORANDUM INTERIEUR

HC/RZ/FMS/LB/AA
Log # 7463

DATE: 23 June 1995

REFERENCE:

TO: Mr. Iqbal Riza
A: Assistant Secretary-General
for Peace-keeping Operations

THROUGH:
S/C DE:

FROM: Hans Corell, Under-Secretary-General
DE: for Legal Affairs
The Legal Counsel

SUBJECT:
OBJET: Provision of facilities to contractors supplying goods and services in support of UN peace-keeping operations

1. This is with reference to your memorandum dated 14 June 1995 to Mr. F. Ssekandi of this Office, referring to certain difficulties recently encountered by contractors supplying goods and services in support of UN peace-keeping operations (the "Contractors").

2. We understand that these difficulties prompted certain Member States to inquire whether Contractors could be considered "experts on mission" pursuant to the Convention on the Privileges and Immunities of the United Nations (the "Convention"). Furthermore, and in order to resolve difficulties encountered by Contractors, you specifically requested our views on whether privileges and immunities provided for under the Convention could be extended to such Contractors in future agreements regulating the status of UN peace-keeping operations ("SOFAs/SOMAs"). Our views on the above are set out below.

A. Privileges and Immunities for Contractors

3. Although the Convention does not define the term "experts on mission", the term is understood to apply to persons who are charged with performing specific and important functions or tasks for the United Nations. As indicated by the International Court of Justice in its Advisory Opinion of 15 December 1989, on the Applicability of Article VI, section 22, of the Convention, experts on mission "... have been entrusted with mediation, with preparing reports, preparing studies, investigations or finding and establishing facts...". The Court's description of the scope of functions of experts on mission conforms in a general sense to the United Nations and State practice.

4. The functions performed by Contractors in the context of UN peace-keeping operations are commercial in nature and range from the procurement of goods and the supply of services to construction and catering services. As such, the functions and tasks performed by Contractors do not fall within the scope of the understanding of the expression "experts on mission" which has evolved within the Organization and among its Member States. Therefore, Contractors do not qualify for the status of "expert on mission".

5. As to privileges and immunities which you propose to be granted to Contractors, it should be pointed out that the categories of persons to whom privileges and immunities are granted under the SOFAs/SOMAs include those specifically provided for in the Convention, i.e., diplomats, officials of the Organization and experts on mission for the United Nations. Additionally and in accordance with customary law applicable to UN peace-keeping operations, SOFAs provide for privileges and immunities to be granted to military personnel contributed by Member States.

6. As Contractors and their employees do not constitute a category of personnel under the Convention, States parties to the Convention are, therefore, under no obligation to grant them any privileges and immunities.

B. Facilities for Contractors

7. As a result of the expansion and growth of peace-keeping operations, the United Nations has had to increasingly rely on commercial firms to provide services and perform tasks which traditionally were performed by military personnel made available to the Organization by Member States. The difficulties recently experienced by Contractors in the context of peace-keeping operations has led this Office to examine whether those difficulties could be resolved by extending to Contractors certain facilities which would enable them to carry out their assigned tasks.

8. Facilities which may be necessary for Contractors in the performance of their functions would include freedom of movement for the proper performance of the services; prompt issuance of necessary visas; exemption from immigration restrictions and alien registration; prompt issuance of licenses or permits, as necessary, for required services, including for imports and for the operation of aircraft and vessels; repatriation in time of international crisis; right to import for the exclusive and official use of the United Nations, without any restriction, and free of tax or duties, supplies, equipment, and other materials.

9. For the purpose of inserting in future SOFAs/SOMAs the above-mentioned facilities, this Office is presently engaged in drafting pertinent clauses, which will be duly forwarded to you for your consideration.

10. We would, however, wish to caution that the willingness of this Office to consider extending such facilities to Contractors would not of itself result in their obtaining them since Governments have in the past expressed reservations on including Contractors in the SOFAs/SOMAs. The consent of the Governments concerned to grant such facilities cannot, therefore, be presumed, but this Office is ready to espouse the need for those facilities despite the anticipated difficult negotiations.

cc: Mr. M. Eisele
Mr. B. Sevan
Mr. H. Medili
Mr. R. Adams

REPUBLIQUE RWANDAISE
MINISTERE DES FINANCES
DIRECTION DES IMPOTS
B.P. 42 KIGALI.
Tél. : 7 4920

Le ..1..... 1995

mp ED
LAO
L.A.

A M.G.T.
KIGALI - RWANDA.

Messieurs,

J'ai l'honneur de porter à votre connaissance qu'en vertu de la législation fiscale en vigueur au Rwanda et spécialement les dispositions des articles 27 et 77 de la loi du 2 juin 1964 relative aux impôts sur les revenus, vous êtes redevable de l'impôt professionnel sur les revenus réalisés depuis votre installation sur le territoire Rwandais en qualité de Fournisseur d'articles variés de la MINUAR.
Par la même occasion, nous vous rappelons que vous devez également payer la taxe professionnelle sur les rémunérations de votre personnel.

A cet effet, nous vous invitons à vous présenter en nos bureaux, au Ministère des Finances, Direction des Impôts, pour recueillir les plus amples informations relatives à vos obligations fiscales.

Veuillez agréer, Messieurs, l'expression de ma considération distinguée.

Le Directeur des Impôts

NIYONTEZE Félicien.

Copie pour information à :

- Monsieur le Ministre des Finances
  KIGALI.
- Monsieur le Ministre des Affaires Etrangères
  KIGALI.
- Monsieur le Ministre du Commerce et de l'Industrie
  KIGALI.
- Monsieur le Représentant de la MINUAR
  KIGALI.
- Monsieur le Chef de Division Assiette et Contrôle
  KIGALI.

REPUBLIQUE RWANDAISE
MINISTERE DES FINANCES
DIRECTION DES IMPOTS
B.P. 42 KIGALI.
Tél. : 7 4920

Le 6.1.1995

FC
ED
CAO
L.A.

A CANADIAN HELICOPTERS.
KIGALI - RWANDA.

Messieurs,

J'ai l'honneur de porter à votre connaissance qu'en vertu de la législation fiscale en vigueur au Rwanda et spécialement les dispositions des articles 27 et 77 de la loi du 2 juin 1964 relative aux impôts sur les revenus, vous êtes redevable de l'impôt professionnel sur les revenus réalisés depuis votre installation sur le territoire Rwandais en qualité de Transporteur de la MINUAR.
Par la même occasion, nous vous rappelons que vous devez également payer la taxe professionnelle sur les rémunérations de votre personnel.

A cet effet, nous vous invitons à vous présenter en nos bureaux, au Ministère des Finances, Direction des Impôts, pour recueillir les plus amples informations relatives à vos obligations fiscales.

Veuillez agréer, Messieurs, l'expression de ma considération distinguée.

Le Directeur des Impôts

NIYONTEZE Félicien.

Copie pour information à :

- Monsieur le Ministre des Finances
  KIGALI.
- Monsieur le Ministre des Affaires Etrangères
  KIGALI.
- Monsieur le Ministre du Commerce et de l'Industrie
  KIGALI.
- Monsieur le Représentant de la MINUAR
  KIGALI.
- Monsieur le Chef de Division Assiette et Contrôle
  KIGALI

MINISTERE DES FINANCES
DIRECTION DES IMPOTS
B.P. 42 KIGALI.
Tél. : 7 4920

INFO: ED
CAO
L.A.

A OTTOMAN ENGINEERING.
KIGALI - RWANDA.

Messieurs,

J'ai l'honneur de porter à votre connaissance qu'en vertu de la législation fiscale en vigueur au Rwanda et spécialement les dispositions des articles 27 et 77 de la loi du 2 juin 1964 relative aux impôts sur les revenus, vous êtes redevable de l'impôt professionnel sur les revenus réalisés depuis votre installation sur le territoire Rwandais en qualité de Fournisseur de la MINUAR.
Par la même occasion, nous vous rappelons que vous devez également payer la taxe professionnelle sur les rémunérations de votre personnel.

A cet effet, nous vous invitons à vous présenter en nos bureaux, au Ministère des Finances, Direction des Impôts, pour recueillir les plus amples informations relatives à vos obligations fiscales.

Veuillez agréer, Messieurs, l'expression de ma considération distinguée.

Le Directeur des Impôts

NIYONTEZE Félicien.

REPUBLIQUE RWANDAISE
MINISTERE DES FINANCES
DIRECTION DES IMPOTS

Copie pour information à :

- Monsieur le Ministre des Finances
  KIGALI.
- Monsieur le Ministre des Affaires Etrangères
  KIGALI.
- Monsieur le Ministre du Commerce et de l'Industrie
  KIGALI.
- Monsieur le Représentant de la MINUAR
  KIGALI.
- Monsieur le Chef de Division Assiette et Contrôle
  KIGALI

MINISTERE DES FINANCES
DIRECTION DES IMPOTS
B.P. 42 KIGALI.
Tél. : 7 4920

Info. ED
CAO
L.A.

A TRUEBELL MARKETING & TRADING.
KIGALI - RWANDA.

Messieurs,

J'ai l'honneur de porter à votre connaissance qu'en vertu de la législation fiscale en vigueur au Rwanda et spécialement les dispositions des articles 27 et 77 de la loi du 2 juin 1964 relative aux impôts sur les revenus, vous êtes redevable de l'impôt professionnel sur les revenus réalisés depuis votre installation sur le territoire Rwandais en qualité de Fournisseur de la MINUAR.
Par la même occasion, nous vous rappelons que vous devez également payer la taxe professionnelle sur les rémunérations de votre personnel.

A cet effet, nous vous invitons à vous présenter en nos bureaux, au Ministère des Finances, Direction des Impôts, pour recueillir les plus amples informations relatives à vos obligations fiscales.

Veuillez agréer, Messieurs, l'expression de ma considération distinguée.

Le Directeur des Impôts

NIYONTEZE Félicien

RÉPUBLIQUE RWANDAISE
MINISTÈRE DES FINANCES
DIRECTION DES IMPÔTS

Copie pour information à :

- Monsieur le Ministre des Finances
  KIGALI.
- Monsieur le Ministre des Affaires Etrangères
  KIGALI.
- Monsieur le Ministre du Commerce et de l'Industrie
  KIGALI.
- Monsieur le Représentant de la MINUAR
  KIGALI.
- Monsieur le Chef de Division Assiette et Contrôle
  KIGALI

MINISTERE DES FINANCES
DIRECTION DES IMPOTS
B.P. 42 KIGALI.
Tél. : 7 4920

wfp. ED
CAO
L.A.

A CANDY LOGISTICS.
KIGALI - RWANDA.

Messieurs,

J'ai l'honneur de porter à votre connaissance qu'en vertu de la législation fiscale en vigueur au Rwanda et spécialement les dispositions des articles 27 et 77 de la loi du 2 juin 1964 relative aux impôts sur les revenus, vous êtes redevable de l'impôt professionnel sur les revenus réalisés depuis votre installation sur le territoire Rwandais en qualité de Transitaire des marchandises de la MINUAR.
Par la même occasion, nous vous rappelons que vous devez également payer la taxe professionnelle sur les rémunérations de votre personnel.

A cet effet, nous vous invitons à vous présenter en nos bureaux, au Ministère des Finances, Direction des Impôts, pour recueillir les plus amples informations relatives à vos obligations fiscales.

Veuillez agréer, Messieurs, l'expression de ma considération distinguée.

Le Directeur des Impôts

NIYONTEZE Félicien

REPUBLIQUE RWANDAISE
DIRECTION

Copie pour information à :

- Monsieur le Ministre des Finances
  KIGALI.
- Monsieur le Ministre des Affaires Etrangères
  KIGALI.
- Monsieur le Ministre du Commerce et de l'Industrie
  KIGALI.
- Monsieur le Représentant de la MINUAR
  KIGALI.
- Monsieur le Chef de Division Assiette et Contrôle
  KIGALI

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

UNAMIR - MINUAR

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR

ROUTINE / PRIORITY / IMMEDIATE / MOST IMMEDIATE
UNCLASSIFIED / RESTRICTED / CONFIDENTIAL / CRYPT / ONLY

PAGE 1 OF 2	**FILE REF:** LOG/HQ/20348
DATE: 9 JUNE 1995	
TO: MR. H. MEDILI **DIRECTOR, FALD/DPKO** **UNHQ, NEW YORK**	**FROM: CHAIM OUZIEL** **CHIEF ADMINISTRATIVE OFFICER.** UNAMIR
ATTN: WALDRUM	ORIGINATOR: CPO, H. VALDES
INFO: KULOV/ELLEN AAMODT	DRAFTER: BALA TS
FAX NO: 3-2116 TEL NO:	FAX NO: 1-212-963-9574 TEL NO: 1-212-963-9906 OR 250-84265/8 EXT 15104 OR 15121
SUBJECT: UNAMIR REQUISITION LOG/HQ/20348	

MESSAGE:

AAA. REFERENCE IS MADE TO YOUR FACSIMILE MIR 228 OF 1 JUNE 1995.

BBB AS REQUESTED A COPY OF THE AMENDED REQUISITION LOG/20348/AMD DULY ENLARGED IS ENCLOSED. PLEASE NOTE ONE MORE ITEM (ITEM NO. 5) IS ADDED TO THE ORIGINAL REQUISITION.

CCC THE FURNITURE REQUESTED THROUGH LOA IS IN USED CONDITION. THE COST OF THESE ITEMS SEEMS COMPARATIVELY HIGHER CONSIDERING THE PREVAILING RATES FOR THE NEW FURNITURE IN NEIGHBOURING COUNTRIES

DDD WE HAVE ASKED LOGISTICS SECTION TO PROVIDE THE INFORMATION REQUESTED IN YOUR ABOVE REFERENCED FACSIMILE.

EEE YOU MAY WISH TO NEGOTIATE WITH CANADIAN GOVERNMENT FOR SUBSTANTIAL REDUCTION IN COST OF THESE ITEMS.

FFF ANY REPLY RECEIVED FROM LOGISTICS WILL BE REVERTED TO YOUR ATTENTION.

JJJ BEST REGARDS

95 JUN 10 13 UNAMIR

2/2

UNAMIR - LOG-20348/AMD

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
				CDN$	CDN$
1	COT FOLDING	EA	300	$47.96	$14,388.00
2	TABLE FOLDING 6 FT	EA	250	$126.56	$31,630.00
3	TABLE FOLDING 3 FT	EA	70	$85.35	$5,974.50
4	CHAIR FOLDING	EA	90	$16.16	$1,452.50
5	WATER JERRYCAN	EA	150	$20.59	$3,088.60
	T O T A L				$56,533.60

THIS AMENDMENT IS RAISED TO ADD ITEM 5 TO THE PREVIOUS LOG/20348.

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

UNAMIR - MINUAR

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR
95 JUN 10 13 - 46

1/3

ROUTINE / PRIORITY / IMMEDIATE / MOST IMMEDIATE
UNCLASSIFIED / RESTRICTED / CONFIDENTIAL / CRYPT / ONLY

PAGE 1 OF 3	FILE REF: LSG/95094
DATE: 8 JUNE 1995	
TO: MR. H. MEDILI DIRECTOR, FALD/DPKO UNHQ, NEW YORK	FROM: CHAIM OUZIEL CHIEF ADMINISTRATIVE OFFICER. UNAMIR
ATTN: WALDRUM	ORIGINATOR: CPO, H. VALDES
INFO: KULOV	DRAFTER: BALA TS
FAX NO: 3-2116 TEL NO:	FAX NO: 1-212-963-9574 TEL NO: 1-212-963-9906 OR 250-84265/8 EXT 15104
SUBJECT: UNAMIR REQUISITION LSG/95094.	

MESSAGE:

AAA. ENCLOSED IS UNAMIR REQUISITION NO. LSG/95094. Re: 25093

BBB THIS REQUISITION IS RAISED BY LOGISTICS SECTION TO PURCHASE SPARES FOR M2 BURNER STOVES(GASOLINE). THESE ITEMS ARE AVAILABLE FROM CANADIAN FORCES SUPPLY SYSTEM.

CCC PLEASE RAISE THIS LOA WITH THE CANADIAN GOVERNMENT.

DDD ONE SET OF THE ABOVE DOCUMENT IS FORWARDED IN THIS WEEKS ADMINISTRATIVE REPORT.

EEE BEST REGARDS.

UNAMIR
95 JUN 10 13 - 46

BLANKREQ

5.2.6 Procedures 2/3

UNITED NATIONS ASSISTANCE MISSION FOR RWANDA
REQUISITION FOR SUPPLIES

Requisition #: UNAMIR-LSG/95094
Date: 1 JUNE 1995

TO : Procurement Section
ATT : HUGO VALDEZ

FROM : LOGISTICS SECTION Tel. Ext: 11102
(Requesting Officer)

DELIVER TO : CHAIM OUZIEL CAO
Name Room No.

APPROVED BY : WILLIAM CLIVE CISS
Name Title

THIS BLOCK FOR USE OF CONTRACT, PURCHASE OR LOGISTICS UNITS

Case No.:

Acc. No.: RNA-30310-413

Date Charged:

ITEM	STOCK NO	DESCRIPTION	UNIT	QUANTITY REQUIRED	QUANTITY ISSUED	UNIT COST	TOTAL COSTS
	*	PRICES SHOWN ARE CANADIAN DLRS	*				
1		PUMP INFLATING	EA	20		$9.23	$184.60
		NSN 4320-00-852-9036					
2		CLEANER, BURNER SLOT	EA	20		$25.00	$500.00
		NSN 5120-00-379-2490					
3		PREHEATER ASSEMBLY	EA	60		$16.99	$1,019.40
		NSN 7310-00-999-2549					
4		PREHEATER GENERATOR ASSEMBLY	EA	50		$2.29	$114.50
		NSN 7310-00-999-2552					
5		KNOB ASSEMBLY,VALVE,	EA	25		$0.29	$7.25
		NSN 5155-00-999-2472					
						TOTAL:	$1,825.75

ORIGINATOR REF. : FLSG/
SPARES REQUIRED FOR 6 MONTH PERIOD FOR
QTY 50 M2 BURNER STOVES(GASOLINE)
AS PER SO MAINT UNAMIR TO BE PURCHASED
FROM CANADIAN FORCES
SUPPLY SYSTEM

SPECIAL INSTRUCTIONS : ITEMS TO BE R & I'D AND BROUGHT ON
WAREHOUSE STOCK UPON ARRIVAL AT
BROWN AND ROOT WAREHOUSE, TRAFIPRO,
KIGALI.
EXPECTED DELIVERY DATE OF 30 JUNE

RECEIPT OF GOODS ACKNOWLEDGED:

NAME:

TITLE:

DATE:

COMMODITY MANAGER
CPL COLLINS L.A. #7808
SMMO
MWO BOONE B.T.

RECEIVED
08 JUN 1995
PROCESSING UNIT PROCUREMENT SECTION UNAMIR

RECEIVED
23 JUN 1995
PROCUREMENT SECTION
UNAMIR

CONTSHEET

3/3

UNITED NATIONS ASSISTANCE MISSION FOR RWANDA
REQUISITION FOR SUPPLIES

REQUISTION # UNAMIR-LSG\95094

REQUISITION CONTINUATION SHEET # 1

ITEM	STOCK NO	DESCRIPTION	UNIT	QUANTITY REQUIRED	QUANTITY ISSUED	UNIT COST	TOTAL COSTS
				BALANCE BROUGHT FORWARD			$1,825.75
5		FILLER CAP ASSEMBLY	EA	25		$6.56	$164.00
		NSN 7310-00-999-2548					
6		GASKET,FILLER CAP	EA	60		$0.54	$32.40
		NSN 7310-00-999-2561					
7		GUAGE,AIR PRESSURE	EA	50		$6.76	$338.00
		NSN 6685-00-999-2503					
8		WASHER,DRAIN PLUG	EA	20		$0.36	$7.20
		NSN 5310-00-275-6604					
9		FEED TUBE ASSEMBLY	EA	20		2.88	$57.60
		NSN 7310-00-999-2504					
10		SHIELD TOP ASSEMBLY	EA	5		22	$110.00
		NSN 7310-00-999-2502					
11		SHIELD BOTTOM	EA	5		4.75	$23.75
		NSN 7310-00-999-2482					
12		FRAME ASSEMBLY	EA	5		45.92	$229.60
		NSN 7310-00-999-2496					
13		KNOB, FLAME VALVE	EA	25		$3.70	$92.50
		NSN 5355-00-999-2494					
14		GENERATOR ASSEMBLY	EA	60		15.23	$913.80
		NSN 7310-00-999-2495					
15		SHIELD ASSEMBLY, PREHEATER	EA	25		7.39	$184.75
		NSN 7310-00-999-2511					
16		BURNER	EA	5		0.13	$0.65
		NSN 7310-00-999-2470					
						TOTAL:	$3,980.00

RECEIVED
- 3 JUN 1995
PROCUREMENT SECTION
UNAMIR

RECEIVED
03 JUN 1995
PROCESSING UNIT PROCUREMENT
SECTION - UNA

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

UNAMIR
95 JUN 10 13 35
UNAMIR - MINUAR

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

1/2

ROUTINE / PRIORITY / IMMEDIATE / MOST IMMEDIATE
UNCLASSIFIED / RESTRICTED / CONFIDENTIAL / CRYPT / ONLY

PAGE 1 OF 2	**FILE REF:** LOG/20343
DATE: 8 JUNE 1995	
TO: MR. H. MEDILI **DIRECTOR, FALD/DPKO** **UNHQ, NEW YORK**	**FROM: CHAIM OUZIEL** **CHIEF ADMINISTRATIVE OFFICER.** UNAMIR
ATTN: WALDRUM	ORIGINATOR: CPO, H. VALDES
INFO: KULOV	DRAFTER: BALA TS
FAX NO: 3-2116 TEL NO:	FAX NO: 1-212-963-9574 TEL NO: 1-212-963-9906 OR 250-84265/8 EXT 15104
SUBJECT: UNAMIR REQUISITION LOG/20343.	

MESSAGE:

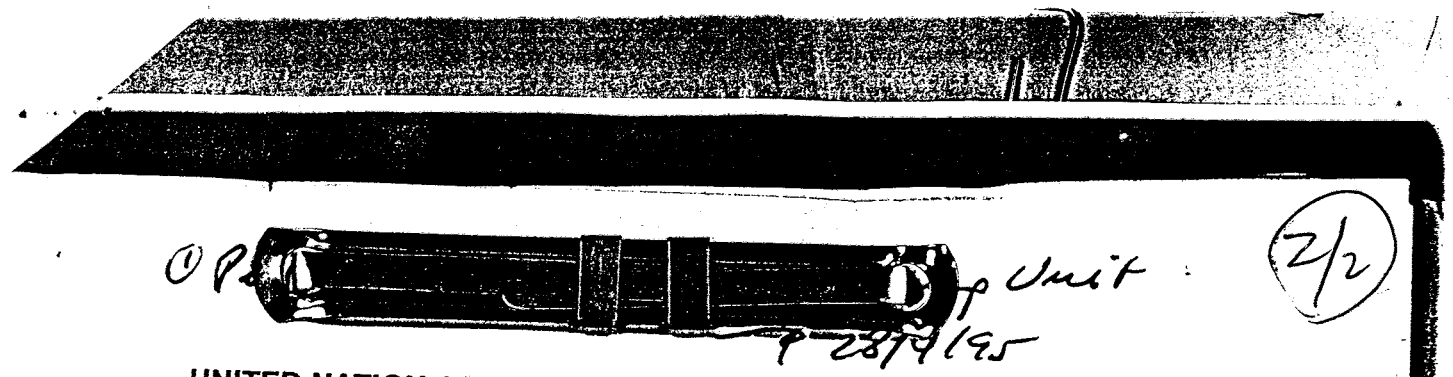
AAA. ENCLOSED IS UNAMIR REQUISITION NO. LOG/HQ/20343. THE ORIGINAL WILL BE SENT IN THIS WEEK'S ADMINISTRATIVE REPORT.

BBB ITEM NO. ONE (1) ON THIS REQUISITION IS BEING PURCHASED LOCALLY.

CCC ITEM NUMBER TWO (2) AND THREE (3) ARE TO BE PROCURED AT HEADQUARTERS. PLEASE ARRANGE PROCUREMENT OF THESE ITEMS AND SEND COPIES OF THE HEADQUARTERS REQUISITION AS WELL AS PURCHASE ORDER TO UNAMIR, ATTENTION: CHIEF PROCUREMENT OFFICER AT THE EARLIEST POSSIBLE DATE.

DDD BEST REGARDS.

UNAMIR
95 JUN 10 13



1 Pc Unit
P 2874/95

2/2

UNITED NATION ASSISTANCE MISSION FOR RWANDA
REQUISITION FOR SUPPLIES

Requisition #: UNAMIR-LOG-20343

Date: 27 APRIL 1995

TO : **Procurement Section**

ATT : **MR. HUGO VALDEZ**

FROM : **LOGISTICS SECTION** Tel. Ext 11139
(Requesting Officer)

DELIVER TO : **ALLY H. GOLO, OIC ADM.UNAMIR**
Name Room No.

APPROVED BY : **MINAS LESSANU** **AG. CISS**
Name Title

THIS BLOCK FOR USE OF CONTRACT, PURCHASE OR LOGISTICS UNITS

Case No.:

Acc. No.: RNA-30310-484

Date Charged:

ITEM	STOCK NO	DESCRIPTION	UNIT	QUANTITY REQUIRED	QUANTITY ISSUED	UNIT COST	TOTAL COSTS
1	L	UN MEDAL CERTIFICATES	EACH	2000			
2	NY	MEDAL INVESTITURE BRASS HOOKS	EACH	500			
3	NY	SILVER COATED NUMERAL # 3	EACH	50			
XXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXX	XXXXXXXXXX	XXXXXXXX	XXXXXXXXX	XXXXXXXXXX
		REQUISITION IS RAISED TO CATER FOR THE					
		TURNOVER OF TROOPS IN THE NEXT SIX MONTHS.					
		A CORRECTED COPY OF THE OLD CERTIFICATE IS					
		ATTACHED TO FACILITATE REPRINTING. THE NAME					
		OF THE FC TO BE PRINTED IN SAME SIZE AND FONT					
		AS LINE ABOVE IT.					
		IT SHOULD BE NOTED THAT DESPITE PREVIOUS					
		COMPLAINTS, SOME OF THE CERTIFICATES PRINTED					
		ARE STILL DIRTY.					
		IT IS SUGGESTED THAT ITEMS 2 AND 3 BE PROCURED					
		FROM EXISTING SYSTEMS CONTRACTOR MMI GROUP.					
						TOTAL:	

INATOR REF. : FWO/CILM

CIAL
RUCTIONS : DELIVER TO MAJ DEEPAK DAS AT WELFARE OFFICE, KIGALI TO CALL PRIOR TO PRODUCTION.

RECEIPT OF GOODS ACKNOWLEDGED:

NAME:

TITLE:

RECEIVED

file

F/D - 3960
MIR - 2005

UNITED NATIONS NATIONS UNIES

ASSISTANCE MISSION IN RWANDA MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

To: Mr. Hocine Medili Director FALD/DPKO/UNHQS - New York Mr. Sinha Basanayake Director, General Legal Division, OLA 1-212-963-3155	From: Chaim Ouziel, Chief Administration Officer UNAMIR
Attn: Info.: Mr. A. Waldrum/Adams Ms. Jeanette Amer Legal Officer Fax: 1-212-963-3155	Date: 6 June 1995
Fax No. 1-212-963-2116	Fax No: 212-963-3090 Phone: 212-963-3582
Originator: Mtshana M. Ncube	Section: Administrative/ Legal Officer
Subject: LCC Case - Contract for Staff Accommodation at Hotel Umubano, Kigali	

Number of transmitted pages: 11

1. Reference your fax message MIR 218 dated 26 May 1995 regarding LCC case on the rental of Hotel Umubano for staff accommodation. The HCC approval was received after the deadline of noon on 26 May 1995 for the implementation by the Hotel Umubano of the eviction notice. However in the meantime UNAMIR had renegotiated an extension of the deadline to Tuesday 30 May 1995. In the interim we put to the Management of Hotel Umubano the legal concerns raised in your fax MIR 215 of 24 May 1995 (to which we responded in detail by our MIR 1814 dated 25 May 1995).

3. The Hotel agreed to your main concern, namely, the inclusion in the contract of the standard UN clause on arbitration, but not to other points. On this basis, we signed the contract on 29 May 1995. Attached please find a copy of the signed contract.

Regards.

CAU Ass (LA) MTSHANA M. NCUBE

UNAMIR ARCHIVES
07 JUN 1995
RECEIVED

C-AO-0173

P2/11
M.R2005

3. It was on the basis of the foregoing that I signed the Hotel Umubano contract on 29 May 1995. Attached please find a copy of the signed contract.

Regards.

p3/11
MIR 2005

CONTRACT

between

Société Mixte de Promotion Hôtelière et
Touristique au Rwanda (SOPROTEL)
owner of Hotel Umubano

and

UNITED NATIONS ASSISTANCE MISSION IN RWANDA

This Contract entered into by and between Société Mixte de Promotion Hôtelière et Touristique au Rwanda (SOPROTEL), having its current headquarters in KIGALI and the United Nations Assistance Mission for Rwanda (UNAMIR).

W I T N E S S E T H

WHEREAS the UNAMIR was under a contractual arrangement with le Meridien Kigali Hotel Umubano for the accommodation of and services to its personnel, which contract was terminated on account of the 6 April 1994 to 4 July 1994 civil war in Rwanda;

WHEREAS UNAMIR continues to require residential accommodation and related services in Hotel Umubano for its personnel in Rwanda;

WHEREAS Société Mixte de Promotion Hôtelière et Touristique au Rwanda (SOPROTEL) represents that it owns the Hotel Umubano in Kigali, and has offered to rent a certain number of rooms (hereinafter called "the premises") for residential purposes for UNAMIR personnel and to provide certain services for the management, cleaning and maintenance of the said premises;

WHEREAS it is understood that the presence from 6 April 1994 to 21 September 1994 for UNAMIR's personnel in parts of the premises now the subject of this rental agreement was under war conditions, and therefore covered by force majeure;

WHEREAS it is also understood that the period of 1 August 1994 to 21 September 1994 continued to be of mixed, and sometimes indeterminate occupation by disparate groups and individuals including government soldiers, refugees, other Rwandese, and the UNAMIR's personnel;

AND WHEREAS during this same period of 1 August 1994 to 21 September 1994 UNAMIR provided generator fuel and water to the Hotel;

NOW THEREFORE it is agreed between SOPROTEL (hereinafter referred to as the "Lessor") and the United Nations Assistance Mission in Rwanda (hereinafter referred to as the "Lessee") as follows:

P4/11
MIR 2005

I. PARTIES

This Contract is entered into by and between Société Mixte de Promotion Hôtelière et Touristique au Rwanda (SOPROTEL) the owner of Hotel UMUBANO represented by Mr. Hussein OMRANI, Managing Director of SOPROTEL whose address is Hotel UMUBANO, Suite 119, KIGALI, RWANDA (hereinafter called the "Lessor"), on the one part, and the United Nations Assistance Mission in Rwanda whose address is UNAMIR HEADQUARTERS, KIGALI, RWANDA represented by Mr. Chaim Ouziel, Chief Administrative Officer, UNAMIR (hereinafter called the "Lessee"), on the other part. The parties hereto agree on the following:

II. SUBJECT

ARTICLE 1

For the six-month period 22 September 1994 to 21 March 1995, the Lessor hereby agrees to provide accommodation for Lessee's personnel in single rooms, junior suites and executive suites totalling seventy (70) in number at a cost of US$35.00 per room per night for a total cost of US$443,450.00. During this six-month period, the Lessee shall provide generator fuel and water to the Hotel at no charge.

ARTICLE 2

For the six-month period 22 March 1995 to 21 September 1995, the Lessor agrees to provide accommodation for Lessee's personnel sixty three (63) single rooms at US$55.00 per room per night; five (5) junior suites at US$100.00 per suite per night; and two (2) executive suites at US$140.00 per suite per night, for a total of US$781,081.00 on room only basis. Lessee shall continue to provide generator fuel and water at no charge to the lessor for the duration of this contract. The lessor shall be responsible for the daily cleaning of the rooms and suites rented under this contract and change of linen in the said rooms at the same intervals that the Lessor provides such services to the other rooms and suites in the Hotel. Cooking and laundry shall not be permitted in any of the rooms and suites constituting the rented premises. However, the use of kettles only for heating water for coffee or tea shall be permitted.

P 5/11
MIR 2005

III. DURATION OF CONTRACT

ARTICLE 3

This Contract is effective from 22 September 1994 and shall remain in force until 21 September 1995 unless either one of the parties terminates it by giving one (1) month notice in writing. This contract cancels all other discussions, documents or arrangements heretofore entered into between the Lessor and the Lessee relating in any way whatsoever to the rented premises.

ARTICLE 4

This contract may be renewed for a further period of one year by mutual written agreement between the two parties one month before its expiration on the same terms and conditions except for the rent specified in Article 2 in Section II of this contract which shall be as agreed in writing by the parties, and for Article 7 which might be either deleted or modified as appropriate.

In the event the Lessee's mandate is terminated or unforeseen personnel re-deployments become necessary within a mandate period, the Lessee shall retain the right of early termination of the lease, with rent payable only up to the date the premises are surrendered to the Lessor.

IV. THE PREMISES AND RENT

ARTICLE 5

The premises consist of sixty-three (63) single rooms, five (5) junior suites, and two (2) executive suites distributed equally between the front and the back of the hotel according to the list attached to this Contract. For the purposes of the Lessee, the two executive suites shall be counted as four single rooms. The Lessee's personnel accommodated in these premises shall have the same right of access to the open areas of the hotel including lounges, tennis courts, the mini-golf, the swimming pool and the deck area of the swimming pool as other hotel guests. The Lessor agrees to provide conference rooms to the Lessee for official meetings free of any charge, according to availability. In consideration of security for and the delivery of normal hotel services to the rooms, the Lessor shall keep possession of all keys to the rooms in accordance with normal hotel practice.

ARTICLE 6

For the six-month period of 22 September 1994 to 21 March 1995, the Lessee shall pay the Lessor by cheque in US Dollars the sum of US$443,450.00 soon after the signature of this contract. The cheque is to be payable to SOPROTEL S.A.R.L. For the six-month period of 22 March 1995 to 21 September 1995, the Lessor shall invoice the Lessee for the services provided on a monthly basis for the rented premises as agreed in this contract. Payment shall be made by cheque in US Dollars and payable to SOPROTEL S.A.R.L. within ten (10) days of receipt of the Lessor's invoice.

V. CONDITIONS FOR USE

ARTICLE 7

It is agreed that the premises need some repairs and renovations, as per list attached to this contract. The Lessor undertakes to carry out such repairs and renovations at its own expense within three months from the date of receipt of payment of all arrears, and subject to delays caused by forces beyond the Lessor's control.

ARTICLE 8

The Lessor shall keep the premises insured against all risks normally insured against for hotels and in particular, the risk of fire and flood. The Lessor further undertakes to provide insurance cover, including third party liability, to all of Lessee's personnel residing in Hotel Umubano with the insurance normally used for hotel guests, on terms and conditions usually applied by the Lessor in cooperation with its insurance agent.

ARTICLE 9

The Lessee shall be responsible for the insurance of its own property, equipment and furnishings, and of its employees in the leased premises.

The Lessee shall insure, or may self-insure against claims by the Lessor and/or third parties for personal injury or death, or for damage or loss to the Lessor's property or the property of third parties arising from negligent acts or omissions of the Lessee during its occupation and use of the leased premises.

P 7/11
MIR 2005

ARTICLE 10

Should the leased premises or any part thereof be damaged by fire or any other cause through the fault of the Lessor, the following shall apply:

(a) If the leased premises are partially damaged or rendered partially unusable, the damage thereto shall be repaired by and at the expense of the Lessor, and the Lessee shall in the meantime only pay rent proportionate to the part of the leased premises that can be beneficially and fully utilized by the Lessee.

(b) If the leased premises are totally or substantially damaged or rendered unusable, then the Lessee shall have the option to terminate the lease forthwith and to recover any rent paid for the period beyond the date of such termination.

ARTICLE 11

Should the leased premises or any part thereof be damaged by fire or any other cause through the fault of the Lessee, the following shall apply:

(a) If the leased premises are partially damaged or rendered partially unusable, the damage thereto shall be repaired by and at the expense of the Lessee.

(b) If the leased premises are totally or substantially damaged or rendered unusable, then the Lessee shall arrange for the repairs at its expense, and the contract shall be terminated forthwith.

ARTICLE 12

The Lessee shall have the right to assign rooms which are part of the rented premises to any of its personnel in accordance with changing personnel requirements, and shall advise the Lessor of any such changes. The Lessee may not sublet any rooms which are part of the rented premises or a part thereof, except to an agency of the United Nations and this with the prior approval of the Lessor.

ARTICLE 13

The Lessor guarantees that the Lessee's personnel will have the use of the premises for the duration of the Contract without interruption or unlawful infringements.

ARTICLE 14

The Lessee guarantees that its personnel residing in the premises abide by the hotel's regulations and respect the rights of other hotel guests and patrons.

VI. TERMINATION OF CONTRACT AND EVACUATION OF PREMISES

ARTICLE 15

Upon service of notice to terminate this contract by either party in accordance with article 3 hereto, the Lessee shall evacuate and return the premises in the same state as it found them upon taking possession, save that the Lessee shall not be responsible for normal wear and tear and any damage caused to the premises by the elements or circumstances beyond the Lessee's control.

VII. RESOLUTION OF DISPUTES

ARTICLE 16

Any dispute, controversy or claim arising out of or relating to the present lease, or the breach, termination or invalidity thereof, shall, unless it is settled amicably by negotiation or other agreed mode of settlement, be settled by arbitration, at the request of either Party, in accordance with the UNCITRAL Arbitration Rules. Such arbitration shall be conducted under the auspices of the International Chamber of Commerce (ICC) which shall also serve as the Appointing Authority under the Rules. The Parties hereto agree to be bound by any arbitration award rendered under this clause as the final adjudication of such dispute, controversy or claim.

VII. LEGAL ADDRESSES OF THE PARTIES

ARTICLE 17

The principal places of business for the two parties to this contract as provided in the preamble, shall be the official addresses for purposes of all notices and other communications.

IX. DIPLOMATIC CLAUSE

ARTICLE 18

Nothing contained in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, 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.

X. TAXES AND DUTIES

ARTICLE 19

The Lessor is responsible for settling any claims that may arise concerning taxes or any other charges of a public nature which are or may be assessed against the contracted premises.

IN WITNESS WHEREOF, the parties hereto have signed this contract which shall enter into force upon signature by the duly authorized representatives of the parties in KIGALI.

FOR SOPROTEL:

Hussein OMRANI

Date 29./05./1995.....

FOR UNAMIR:

Chaim Ouziel

Date....29...May...1995...

SOCIETE MIXTE DE PROMOTION HOTELIERE ET TOURISTIQUE AU RWANDA
LA DIRECTION
SOPROTEL

HOTEL UMUBANO
B.P. 874
KIGALI

P 10/11

UNAMIR ROOMING LIST

102	201	301	404	501
103	203	303	405	503
105	204	304	406	506
106	205	305	407	507
107	206	306	408	509
108	207	307	411	510
110	208	308	412	512
112	209	309	413	515
113	210	310	414	516
114	211	312	415	519
116	212	313	416	520
117	213	314	417	
118	214	316	418	
	215	315	419	
	216		420	
	218			
	220			

FOR SOPROTEL :

Hussein OMRANI

Date 29/05/1995

FOR UNAMIR :

C. Ouzel
~~Ally H. GOLO~~

C. Ouzel

Date...29...may...1995

LA DIRECTION SOPROTEL

RECEIVED
30 MAY 1995
PROCUREMENT SECTION
UNAMIR

BROKEN GLASSES	:	106, 108, 110, 114, 116, 118 204, 206, 212, 214, 216, 218, 220 301, 306, 308, 311, 314, 318 402, 404, 406, 408, 412, 416, 418, 420 506, 508, 510, 512, 516, 519
BROKEN DOORS	:	117, 118, 116 213, 209 316, 318 408, 411, 421, 413, 418 510
CURTAINS DAMMAGED OR MISSING	:	204, 206, 208, 212 306, 308, 310, 312, 314, 316 402, 404, 406, 408, 412, 416, 418, 420 519
BROKEN TOILET SEAT OR WATER TANK	:	201, 204, 206, 208, 218 301 402, 412, 420
BROKEN TERRASSE PLEXIGLASS	:	106, 108, 110, 112, 114, 116 206, 218 310, 312, 318 402, 404, 406, 408, 416, 420 516, 519
WALL CARPET DAMMAGED	:	106, 108, 110, 116 204, 206, 214, 218 306, 314, 318 402, 404, 406, 408, 412, 416, 418, 420 512, 516
ROOMS WITHOUT TV SET	:	110, 114 203, 208 301, 305, 307, 314 404, 406, 408, 409 503, 506, 510, 516

P 11/11

RECEIVED
31 MAY 1995
PROCUREMENT SECTION
UNAMIR

SOCIETE MIXTE DE PROMOTION HOTELIERE ET TOURISTIQUE AU RWANDA
LA DIRECTION
SOPROTEL

FOR SOPROTEL :
HUSSEIN ONRANI
Date 29/05/1995

FOR UNAMIR :
~~Ally H. COLO~~
C. Ouziel
Date .....
29 MAI 1995

Contracts file

IN 1509

UNITED NATIONS NATIONS UNIES

FIELD ADMINISTRATION AND LOGISTICS DIVISION

Outgoing Fax #: **MIR** - 177	Date: 05 May 1995
To: A. H. GOLO, OIC UNAMIR Attn: **Clive**	From: MEDILI/DIRECTOR FALD/DPKO/UNHQ - NEW YORK
Fax #: 3-3090	Fax #: (212) 963-2116 Tel #: (212) 963-1744
No. pages transmitted: 1.	Ref.: LCC UNAMIR/95/06. Case 1
Subject: Accommodation Contract for UNAMIR Staff at Hotel Umubano, Kigali	
Reference: UNAMIR LCC Case No UNAMIR/95/06, Case 1	

MESSAGE

1. Your subject case has been forwarded to PTS for review and possible inclusion in the HQ COC Agenda scheduled to take place on Tuesday 09 May 1995.

2. Please advise regarding:
   (a) The actual expenditures incurred to date (i.e. payments effected against R & I and invoices).
   (b) The estimated projected costs based on the current occupancy but pending processing of payments.

3. Would also appreciate if you could provide the details regarding the refurbishing and retro-fitting works, executed at this hotel by UNAMIR, including the actual expenditure incurred.

4. Please advise status of the prefab building assets transferred from UNOSOM to UNAMIR. Also would appreciate it if you could advise the steps that the mission has initiated towards installing these EX-UNOSOM camps and building, so that hotel expenditures could be curtailed soonest and to the maximum extent possible .

Best Regards

Drafted by: Gust Motta/Amrit Basnyat	Authorized by: Alexander Waldrum
Cleared by: Clemens Adams	

C:\OFFICE\WPWIN\WPDOCS\CMUBANO1.MIR

UNAMIR - REGISTRY
0 6 MAY 1995
- Action completed
- Information
Initial

CAO A/CSS

CAO 012-40

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

UNAMIR - MINUAR

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

95 [illegible]

ROUTINE/PRIORITY/IMMEDIATE/MOST IMMEDIATE
UNCLASSIFIED/RESTRICTED/CONFIDENTIAL/ONLY/CRYPTO

OUT: 2731
MIR: 1498
CMC: 046

OF PAGES INCLUDING THIS COVER SHEET: 11

TO:	MR H. MEDILI, DIRECTOR FALD/DPKO/UNHQ - NY	FROM:	MR A.H. GOLO OIC ADMINISTRATION UNAMIR, KIGALI, RWANDA
ATTN: FAX NO:	MR I. DIVERS SUPPLY SECTION, LCS 212 963 2116	DATE:	1 MAY 1995
INFO: FAX NO:	MR P. JOHNSON 212 963 2116	THROUGH: DRAFTER:	M. LESSANU, A/CISS G.BRIERE, CMCO
Internal Dist:	A/CISS, A/CILM, CMCO, LEGAL ADVISOR		
REFS:	UNAMIR 3RD LINE SERVICE CONTRACT - FAX MIR 565 DATED 11 FEBRUARY 95		
SUBJECT:	UNAMIR 3RD LINE SERVICES CONTRACT - WEEKLY LOG REP - **W/E 22 APRIL 95.**		

1. POINTS NO 1 TO 9 OF PREVIOUS WEEK LOGREP REMAINS OUTSTANDING. THESE ISSUES WILL BE DISCUSSED WITH FALD STAFF DURING NEXT VISIT OF MR BRIERE TO UNNY.

2 ADDITIONAL INFORMATION - THEFT ADMIN BUILDING BRSC. BRSC HAS PROVIDED THE DETAILED COST REPORT OF THE THEFT WHICH OCCURED AT THEIR ADMIN BUILDING ON 18 APRIL 95 (POINT NO 5 PREVIOUS LOG REP). A COPY OF THE REPORT IS ATTACHED TO THIS FAX. BRSC HAS NOTIFIED US THAT THEIR INSURANCE DO NOT COVER THEFT DIRECTIONS ARE THEREFORE REQUIRED ON HOW TO TREAT THIS MATTER.

CAO 012-63

3. BRSC PERSONNEL REPORT.

A.	PREVIOUS ASSIGNED STRENGTH	125
B.	ARRIVALS	0
C.	DEMOBILIZATIONS	12
D.	CURRENT STRENGTH	125
E.	R&R	12
F.	HOSPITALIZED/CONVALESCENT LEAVE	1
G.	EMERGENCY LEAVE	0
H.	PRESENT FOR DUTY	112
I.	LOCAL NATIONAL STRENGTH	1,472

3. WORK ORDERS STATUS REPORT.

DESCRIPTION	LAST REPORT 15 APRIL 95	THIS REPORT 22 APRIL 95	DIFF.
# OF ACTIVE WORs	385	388	3
# OF CLOSED WORs	323	323	0
# OF CANCELLED, PENDING AND REJECTED WORs	328	343	15
TOTAL	1036	1054	18

4. WEEKLY COST MANAGEMENT REPORT. FIND ATTACHED SUBJECT REPORT FOR OBLIGATED AND EXPENDED COSTS THRU **22 APRIL 95**.

5. BRSC LOGISTICS REPORT. REPORTS FOR **WEEK 15 TO 22 APRIL 95** IS ATTACHED WITH THIS REPORT.

6. BRSC VEHICLES AVAILABILITY REPORT. REPORT FOR **WEEK 15 TO 22 APRIL 95** IS ATTACHED TO THIS FAX. REPORT SHOWS THAT 74 % OF THE CONTRACTOR 158 VEHICLES (115) WERE SERVICEABLE. MOST OF VEHS VOR ARE W/P.

#1792

Copy To: Gilles Brière

Facsimile Cover Sheet

To: Gerald Hillman
Company: BRSC
Phone:
Fax: 212/963-3090

From: Mary Bray
Company: BRSC - Houston
Phone: 713/676-7556
Fax: 713/676-3318

Date: 04/26/95
Pages including this cover page: 1

Comments: **Reference to your fax of April 24, 1995, Subj. UNAMIR/RO Questions**

As per Walter Lewis of the B&R Insurance Services, we do not have coverage on theft.

Regarding the RFP, we have no information on the RFP as of April 24, 1995.

Please feel free to call me at your convenience.

(A1752.

Brown & Root Services Corporation
Kigali, Rwanda

MEMORANDUM

21 April, 1995

TO: Mr. Gilles Briere, UNAMIR CMC/RO

FROM: Tom Scafide Safety & Security Manager, BRSC

SUBJECT: **STOLEN PROPERTY LIST**

Please find attached a list of all stolen property resulting from the armed robbery that occurred 18 April, 1995 at the BRSC Admin. office. I will provide you with an updated list should it become necessary.

file: 2015

4/11

	BRSC ADMIN THEFT COST REPORT		TOTAL VALUE		
			$95,781		
	* = ESTIMATE				
QTY	**DESCRIPTION**	**SERIAL NUMBER**	**VALUE**	**OWNER**	
	EQUIPMENT				
1	HAND HELD RADIO	174-FSL-9735	$500	UNAMIR	
1	HAND HELD RADIO	174-FUC-041	$500	UNAMIR	
1	HAND HELD RADIO	174-FUCE-010	$500	UNAMIR	
1	COMPUTER, COMPAQ WITH	6107-HAT-30786	$1,762	UNAMIR	
	MONITOR, KEYBOARD AND				
*	MOUSE				
1	PRINTER DESK JET 500	3321S90620	$400	UNAMIR	*
1	COMPUTER, LAP TOP COMPAQ 400	7438HJK30635	$2,689	UNAMIR	
1	COMPUTER, LAP TOP COMPAQ 400	7438HJK35914	$2,689	UNAMIR	
1	DOCKING STATION	7443HJL11938	$400	UNAMIR	
1	MONITOR	1240902923	$222	UNAMIR	
1	PHONE, DATA CARD	0003300207175142	$293	UNAMIR	
3	SOFTWARE PACKAGES		$2,394	UNAMIR	
1	KEY BOARD, COMPUTER		$20	UNAMIR	
1	MOUSE, COMPUTER		$10	UNAMIR	
1	SET, CABLES, COMPUTER		$2	UNAMIR	
1	110 V 220 TRANSFORMER		$160	UNAMIR	
1	FAX MACHINE, RICHO 2500L	A1440800385	$1,500	BRSC	*

1 TOYOTA 4X4 UN616 WITH BASE STATION RADIO	UN616	$20,000 UNAMIR *
CASH	US DOLLARS	$33,881
	RWF IN US DOLLARS	$19,294
PERSONAL ITEMS	T WOODS	
1 WRIST WATCH		$75
1 GURBER TOOL KNIFE		$45
1 DAY PLANNER		$65
1 PASSPORT		$40
CASH	US DOLLARS	$1,400
	P. BRYAN	
1 WRIST WATCH		$35
	T SHEPPARD	
1 WALKMAN STEREO		$60
	C. ROBERTS	
1 WRIST WATCH		$35
CASH	US DOLLARS	$350
	R STARNES	
1 WRIST WATCH		$20
1 CAMERA 35MM MINOLTA		$175
1 BRIEF CASE		$35
CASH	US DOLLARS	$6,100
	RWANDA FRANKS	$100
	KENYA SHILLINGS	$30

UNITED NATIONS ASSISTANCE MISSION IN RWANDA
BROWN & ROOT SERVICES

UNAMIR FUNDING THROUGH MAY 1995

TASK	DESCRIPTION	AMENDMENTS NO.'S 1&2 (JUL-DEC, 94)	AMENDMENT NO. 3 (JAN. 1995)	TOTAL EXTENDED FUNDING (THRU JAN. 95)	PROPOSED FUNDING (FEB - MAY, 95)	TOTAL PROP & EXT. FUNDING (JUL '94 - MAY '95)	LATEST REVISED ESTIMATE (JUL '94 - MAY '95)	OBLIGATED & EXPENDED (THRU 22-APR)
00	MANAGEMENT & ADMINISTRATION	$ 2,035,357	$ 1,930,797	$ 3,966,154	$ 5,128,093	$ 9,094,247	$ 9,380,248	$ 7,942,764
00	DEMOBILIZATION	$ 592,299	$ -	$ 592,299	$ 587,701	$ 1,180,000	$ 1,180,000	$ 946,680
01	WATER DISTRIBUTION	$ 249,665	$ 336,578	$ 586,243	$ 792,863	$ 1,379,106	$ 1,167,033	$ 760,489
02	CONSTRUCTION & MAINTENANCE	$ 1,354,720	$ 529,531	$ 1,884,251	$ 2,447,133	$ 4,331,384	$ 4,291,236	$ 2,325,505
03	COMMUNICATIONS SUPPORT	$ 150,510	$ (11,535)	$ 138,975	$ 132,388	$ 271,363	$ 250,788	$ 98,635
04	FUEL OPERATION	$ 161,572	$ 270,521	$ 432,093	$ 586,049	$ 1,018,142	$ 921,660	$ 499,315
05	CATERING	$ 20,000	$ (20,000)	$ -	$ -	$ -	$ -	$ -
06	EQUIPMENT & MAINTENANCE	$ 1,366,704	$ 140,972	$ 1,507,676	$ 1,748,967	$ 3,256,643	$ 3,183,028	$ 1,631,125
07	PERSONNEL SERVICES	$ 17,242	$ (17,242)	$ -	$ -	$ -	$ 12,240	$ 2,147
08	GENERAL SERVICES	$ 582,456	$ 280,757	$ 863,213	$ 1,156,122	$ 2,019,335	$ 2,006,798	$ 1,548,181
09	WAREHOUSE MANAGEMENT	$ 262,617	$ 4,600	$ 267,217	$ 356,822	$ 624,039	$ 566,382	$ 423,762
10	GROUND TRANSPORTATION	$ 719,748	$ (203,941)	$ 515,807	$ 707,732	$ 1,223,539	$ 1,234,691	$ 804,707
11	AIRFIELD OPERATIONS	$ 97,376	$ 28,576	$ 125,952	$ 172,371	$ 298,323	$ 266,145	$ 164,657
12	ROADS & RUNWAYS	$ 389,734	$ (335,483)	$ 54,251	$ 488,000	$ 542,251	$ 541,250	$ 214,313
13	EDP SUPPORT	$ -	$ 6,646	$ 6,646	$ 32,291	$ 38,937	$ 49,746	$ 14,075
	MANAGEMENT RESERVE	$ 2,820,461	$ (320,461)	$ 2,500,000	$ (2,500,000)	$ -	$ -	$ -
	SUBTOTAL	**$ 10,820,461**	**$ 2,620,316**	**$ 13,440,777**	**$ 11,836,531**	**$ 25,277,308**	**$ 25,051,245**	**$ 17,376,354**
	FIXED FEE @14.49%	$ 1,567,885	$ 379,684	$ 1,947,569	$ 1,715,113	$ 3,662,683	$ 3,629,925	$ 2,517,834
	TOTAL	**$ 12,388,346**	**$ 3,000,000**	**$ 15,388,346**	**$ 13,551,645**	**$ 28,939,991**	**$ 28,681,169**	**$ 19,894,188**

UNITED NATIONS ASSISTANCE MISSION IN RWANDA (UNAMIR)
WEEKLY MANAGEMENT/COST STATUS REPORT
01 APRIL THROUGH 31 MAY 1995

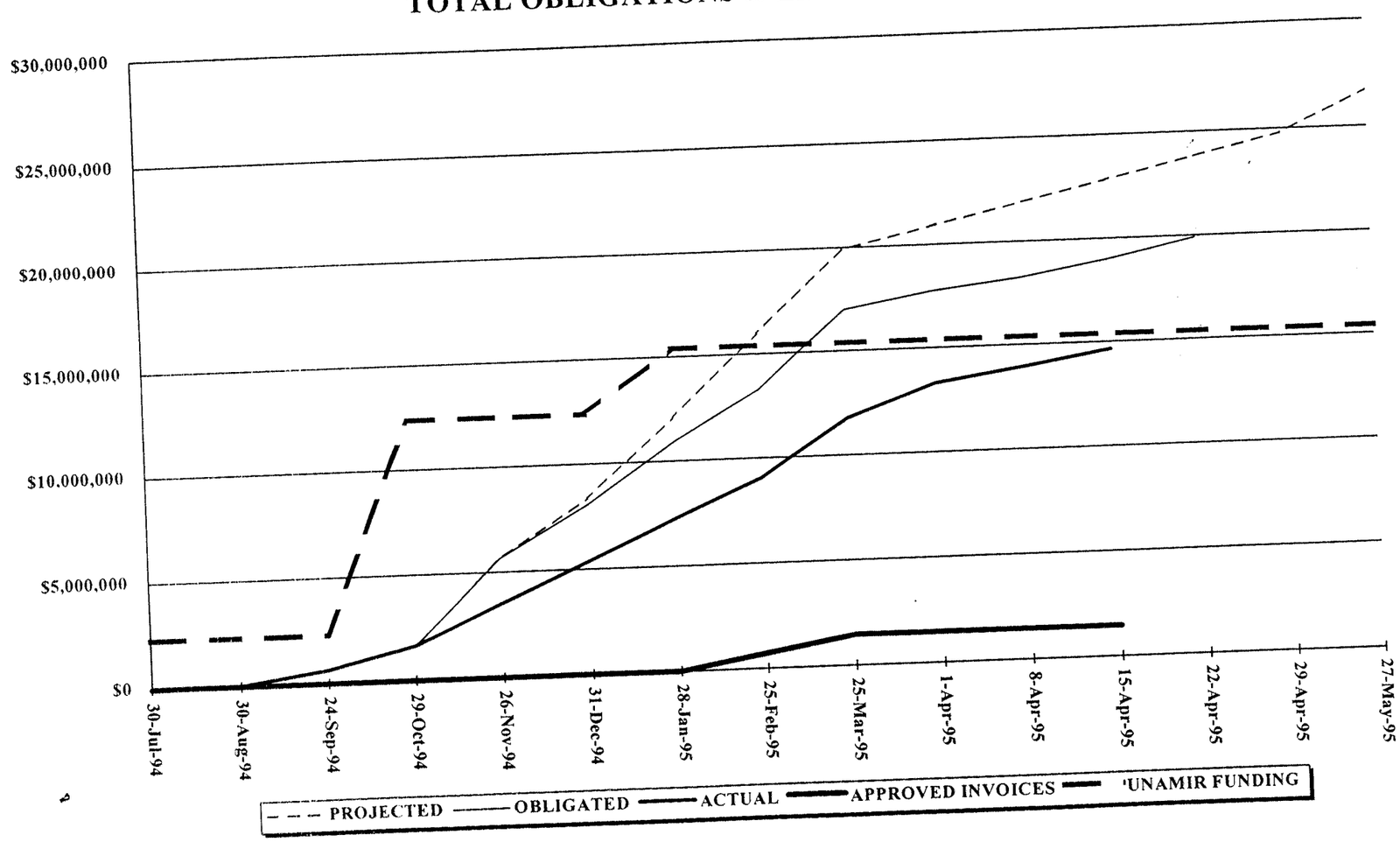
ACCUMULATED COSTS AS OF: 15-Apr-95

WORK BREAKDOWN STRUCTURE	ACTUALS CURRENT PERIOD	ACTUALS THRU 15-Apr-95	OBLIGATED THRU 22-Apr-95	TOTAL EXPENDED & OBLIGATED	LATEST REVISED ESTIMATE	APPROVED UNAMIR FUNDING	TOTAL EXTENDED FUNDING	VARIANCE [8]-[6]
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
10.0 SUPPORT TO UNAMIR (SN02) SUMMARY								
EXPATRIATE LABOR	$5,682	$2,191,094	$257,134	$2,448,228	$3,972,497	$599,552	$1,646,798	($2,325,699)
SUBCONTRACTED LABOR	$119,846	$3,561,554	$248,896	$3,810,450	$5,343,947	$3,425,685	$2,139,313	($3,204,634)
LOCAL LABOR	$74,213	$1,612,576	$285,496	$1,898,072	$2,595,891	$159,447	$1,087,025	($1,508,866)
OTHER DIRECT COSTS	$64,944	$2,013,925	$213,566	$2,227,491	$3,272,940	$1,310,356	$1,574,151	($1,698,789)
MATERIALS	$29,798	$873,387	$917,523	$1,790,910	$3,322,480	$160,273	$1,864,670	($1,457,810)
EQUIPMENT	($3,328)	$512,568	$537,947	$1,050,515	$1,959,244	$896,042	$715,032	($1,244,212)
SERVICES (Subcontracts)	$342,739	$2,040,419	$1,163,589	$3,204,008	$3,404,246	$1,448,645	$1,321,488	($2,082,758)
SUB-TOTAL	**$633,894**	**$12,805,523**	**$3,624,151**	**$16,429,674**	**$23,871,245**	**$8,000,000**	**$10,348,477**	**($13,522,768)**
DEMOBILIZATION & CLOSEOUT	**$0**	**$0**	**$946,680**	**$946,680**	**$1,180,000**	**$0**	**$592,299**	**$0**
TOTAL	**$633,894**	**$12,805,523**	**$4,570,831**	**$17,376,354**	**$25,051,245**	**$8,000,000**	**$10,940,776**	**($14,110,469)**
RESERVE				**$0**	**$0**	**$2,820,461**	**$2,500,000**	**$2,500,000**
TOTAL	**$633,894**	**$12,805,523**	**$4,570,831**	**$17,376,354**	**$25,051,245**	**$10,820,461**	**$13,440,774**	**($11,610,471)**
FIXED FEE @14.49%	**$91,851**	**$1,855,520**	**$662,313**	**$2,517,834**	**$3,629,925**	**$1,567,885**	**$1,947,568**	
TOTAL PRICE TO UNITED NATIONS	**$725,745**	**$14,661,043**	**$5,233,144**	**$19,894,187**	**$28,681,170**	**$12,388,346**	**$15,388,342**	**($13,292,828)**

% TOTAL EXTENDED FUNDING OBLIGATED & EXPENDED = 129%

NOTE: APPROVED UNAMIR FUNDING = ORIGINAL UNOSOM ALLOCATION + AMENDMENT NO. 2
TOTAL EXTENDED FUNDING = APPROVED UNAMIR FUNDING + JAN. 31, 95 LETTER OF INTENT TO EXTEND

BROWN & ROOT SERVICES
UNITED NATIONS ASSISTANCE MISSION IN RWANDA
TOTAL OBLIGATIONS & EXPENDITURES



#1790

BROWN & ROOT WEEKLY LOGISTICS REPORT
16 - 22 APR 95

I. WATER PRODUCTION (IN LITERS)

LOCATION	PREVIOUS BALANCE	WEEKLY PRODUCTION	WEEKLY ISSUES	CLOSING BALANCE
POINT # 1: TRAFICPRO	95000	626000	677000	44000

II. GROUND TRANSPORTATION

A. MISSIONS (TOTAL) - 310
SCHEDULED - 305
UNSCHEDULED - 5
COMPLETED - 275
CANCELLED - 2

B. CARGO DATA

TYPE CARGO	AMOUNT DELIVERED	KM TRAVELLED
BULK RAW WATER (K)	2441.2	3547
BULK POTABLE WATER (K)	488.04	6945
BULK FUEL	91050	1724
GENERAL CARGO (KG)	289500	6240
PASSENGERS	2511	1947
OTHER	0	0

III. AIRFIELD OPERATIONS

A. PASSENGER STATISTICS

DESCRIPTION	ARRIVALS	DEPARTURES
PERSONNEL	1351	1729
LUGGAGE (KG)	52253	67868

B. AIRCRAFT STATISTICS

DESCRIPTION	ARRIVALS	DEPARTURES
BOEING -737	3	3
L-100	20	20
BEECH 200	2	2

IV. EQUIPMENT MAINTENANCE

DESCRIPTION	VEHICLES			OTHER
	SMP (WHEEL)	SMP (TRACK)	COMMERCIAL	
OPENING BALANCE	93	12	0	60
EQUIPMENT ACCEPTED	66	1	4	17
EQUIPMENT COMPLETED	66	3	4	18
EQUIPMENT ON JOB ORDERS	93	10	0	59

V. FUEL OPERATIONS (IN LITERS)

LOCATION & TYPE OF FUEL	OPENING BALANCE	RECEIVED	DAILY ISSUES	CLOSING BALANCE	% FULL
SS FUEL STATION (DIESEL)	130684	68856	43328	156212	78%
SS FUEL STATION (PETROL)	3154	22319	11898	13575	19%
AIRFIELD (JET A-1)	131557	40700	30602	141655	47%
PACKAGED JET A-1	20000	0	0	20000	N/A
IVECO DIESEL	14000	0	0	14000	50%
LOG BASE	207916	191652	99750	299818	88%
TRAFICPRO DIESEL	50000	0	0	50000	56%

BROWN AND ROOT

PRODUCTION REPORT
CENTRAL MAINTENANCE

WEEK OF 15 APRIL 95 TO 22 APRIL 95

	FLEET	ASG	O/H	INSP	AWS	INS	AWP	REC	COM	AVAIL	%	REMARKS
1	2 K FORKLLIFT	1	1							1	100%	
2	6 K VR RT FORKLIFT	1	1				1			1	100%	
3	10 K RT FORKLIFT	1	1				1			1	100%	
4	28 K HYSTER FORKLIFT	2	2				1			2	100%	
5	12 F GRADER	1	1							1	100%	
6	BEDFORD 4T TRUCK	29	29		16	3	17	8	5	10	34%	
7	CEMENT TRUCK	1	1				1			1	100%	
8	CHEVY BLAZER	8	8		3		7	2	2	5	62%	
9	CHEVY CHEYENNE	3	3		1		3	2	2	2	66%	
11	CHEVY SUBURBAN SCOT DALE	2	2				1	1	1	2	100%	
13	HATRA 2.5 BUCKET LOADER	2	2		1		2			1	50%	
14	INTERNATIONAL BUS	1	1							1	100%	
15	INTERNATIONAL COMPACTOR	2	2		1		1			1	50%	
16	INTERNATIONAL SST	1	1							1	100%	
17	ISUZU 1 TON CARGO	4	4		1		1			3	75%	
18	ISUZU 3 TON WATER TRUCK	1	1							1	100%	
19	ISUZU BUS 57 PASSENGER	2	2		2		2			0	0%	
20	ISUZU DUMP TRUCK	2	2			1	1	2	1	1	50%	
21	ISUZU FUEL TRUCK	1	1					1	1	1	100%	
22	ISUZU TS	7	7					1	1	7	100%	
23	KENWORTH TRACTOR	2	2		1		2	2	2	1	50%	
24	M.A.N FUEL TRUCK	1	1			1		1	0	0	0%	
25	M578 VTR	1	1		1		1			0	0%	
26	MAGIRUS WRECKER	1	1				1			1	100%	
27	MERCEDES CONTACT	1	1				1			1	100%	
28	MITSUBISHI MINI BUS	2	2							2	100%	
29	MISTUBISHI CAN 3 TON	6	6		1		3	2	2	5	83%	
30	NISSAN 4DR PICKUP	6	6					2	2	6	100%	
31	NISSAN 4X4	2	2							2	100%	
32	RENAULT WRECKER	3	3				1	2	2	3	100%	
33	TOYOTA 4X4	11	9							9	100%	
34	TOYOTA HILUX	4	4					2	2	4	100%	
35	TOYOTA LAND CRUISER	16	16					5	5	16	100%	
36	TOYOTA LAND CRUISER PICKUP	1	1			1	1	2	1	0	0%	
37	TRAILER TRANSPORT	2	2							2	100%	
38	UNIMOG 404 IT TRUCK	3	3		1		1			2	66%	
39	VOLVO FUEL TRUCK	1	1				1	2	2	1	100%	
41	VOLVO SUCKER	1	1							1	100%	
42	VOLVO WATER TRUCK	17	17		1	4	6	15	11	12	70%	
43	VOLVO WRECKER	1	1							1	100%	
44	VW JEEP	4	4			1	1	3	2	3	75%	
	TOTAL	**158**	**156**		**30**	**11**	**58**	**55**	**44**	**115**	**74%**	

LEGEND :ASG-ASSIGNED	O/H : ON HAND
REC-RECEIVED	AWP : AWAITING PARTS
AWS-AWAITING SHOP	INS : IN SHOP
INSP - INSPECTION	AVAIL - AVAILABLE
COM - COMPLETED	

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

UNAMIR - MINUAR

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

ROUTINE/PRIORITY/IMMEDIATE/MOST IMMEDIATE
UNCLASSIFIED/RESTRICTED/CONFIDENTIAL/ONLY/CRYPTO

OUT: 2481
MIR: 1378
CMC: 043

OF PAGES INCLUDING THIS COVER SHEET: 16

TO:	MR H. MEDILI, DIRECTOR FALD/DPKO/UNHQ - NY	FROM:	MR A.H. GOLO OIC ADMINISTRATION UNAMIR, KIGALI, RWANDA
ATTN: FAX NO:	MR I. DIVERS SUPPLY SECTION, LCS 212 963 2116	DATE:	19 APRIL 1995
INFO: FAX NO:		THROUGH: DRAFTER:	M. LESSANU, A/CISS G.BRIERE, CMCO
Internal Dist:	A/CISS, A/CILM, CMCO, LEGAL ADVISOR		
REFS:	UNAMIR 3RD LINE SERVICE CONTRACT - FAX MIR 565 DATED 11 FEBRUARY 95		
SUBJECT:	UNAMIR 3RD LINE SERVICES CONTRACT - WEEKLY LOG REP - W/E 15 APRIL 95.		

1. CONTRACT EXTENSION AND BUDGET FOR 01 FEB 31 MAY 95. **AS PER THE TERMS OF THE CONTRACT BRSC HAS NOTIFIED UNAMIR THAT WE HAVE SPENT 75% OF THE APPROVED BUDGET.** (COPY OF BRSC LETTER SENT WITH THIS FAX). UNAMIR THEREFORE NEEDS TO RECEIVE A SIGNED COPY OF AMDT #4 WRT THE EXTENSION OF THE CONTRACT FOR THE PERIOD OF 01 FEB TO 31 MAY 95. A CONFIRMATION OF THE BUDGET ALLOCATED FOR THIS PERIOD IS ALSO REQUIRED ASAP.

2. NEW SERVICE CONTRACT. ACCORDING TO THE INITIAL TIME LINE, DECISION TO AWARD THE NEW CONTRACT WAS SCHEDULED TO BE ANNOUNCED 05 APRIL 95. A DECISION WRT THIS ISSUE IS REQUIRED ASAP. THE TIME LINE OF THE HAND OVER WITH THE NEW CONTRACTOR WILL HAVE TO BE REVIEWED CONSIDERING THIS DELAY AND THE FACT THAT THE ACTUAL MISSION MANDATE EXPIRES ON 09 JUNE 1995.

C:\DATA\BRSC\REPORTS\LOGREP\190495.FAX

CAO CMCO A/CISS CAO (LA) 012-18

3. BRSC SATELLITE SHUT DOWN. BRSC WAS ORDERED BY RWANDATEL (RWANDESE GOVERNMENT TELECOMMUNICATIONS ARM) ON 14 APRIL 95 TO SHUT DOWN THEIR EARTH STATION. RWANDATEL HAS REQUIRED THIS BECAUSE BRSC HAS NOT YET OBTAINED ITS LICENSE FOR THEIR SATELLITE. IDB (BRSC SUBCONTRACTOR) INITIATED THE ADMINISTRATIVE PROCEDURES ON 29 DECEMBER 1994 TO OBTAIN THE LICENSE BUT RWANDATEL HAVE NEVER EXPLAIN CLEARLY WHAT WERE THEIR REQUIREMENTS. ON 23 FEBRUARY 95, AFTER DISCUSSION WITH THE CCO IT WAS DECIDED TO COMMISSION THE SATELLITE CONSIDERING THE OPERATIONAL REQUIREMENT, THE COST OF THE RENTAL OF THE EQUIPMENT ($338,898/3 MONTHS) AND THE FACT THAT THE CCO HAD ALSO BEEN TRYING FOR MORE THAN SIX MONTHS WITHOUT SUCCESS TO OBTAIN LICENSES FOR UNAMIR HF, UHF AND VHF COMMUNICATIONS. THIS PROBLEM **IS SEVERELY IMPAIRING** BRSC OPERATIONAL CAPABILITY. THE SRSG WILL DISCUSS THIS PROBLEM THIS PROBLEM WITH THE RWANDESE OFFICIAL AUTHORITIES WITHIN THE NEXT TWO DAYS.

4. BILLINGS REVIEWS FOR THE MONTHS OF DEC 94 , JAN, FEB AND MARCH 95. PLEASE REFER TO FAX CMC 42 DATED 15 APRIL 95. AS MENTIONED IN THIS FAX, BRSC HAS BEEN NOTIFIED ONCE AGAIN ON THE PROBLEMS ENCOUNTERED TO REVIEW THESE BILLS. PLEASE FIND ATTACHED TO THIS FAX A COPY OF THE LETTER SENT TO BRSC. **NO BILLS WILL BE CERTIFIED UNTIL THESE PROBLEMS ARE RECTIFIED**.

5. ARMED ROBBERY AT BRSC OFFICE COMPLEX 18 APRIL 95. REFER TO THE NEWS RELEASE NR-95.24 DATED 19 APRIL 95 OF WHICH A COPY IS ATTACHED TO THIS FAX.

6. BRSC VEHICLE STOLEN. VEHICLE UNAMIR 1136 ASSIGNED TO BRSC WAS STOLEN FROM THE MAIN BRSC WORKSHOP PREMISSES AT APPROXIMATELY 08:00 HOURS ON 16 APRIL 95. MANY OTHER MINOR THEFTS OF TOOLS, MATERIAL, FUEL, ETC HAVE ALSO OCCURRED DURING THE LAS T WEEK.

7. PAYMENT OF SOCIAL BENEFITS BY BRSC ON THE SALARY PAID TO LOCAL NATIONAL EMPLOYEES. GOVERNMENT OFFICIALS HAVE MET WITH BRSC AND CMC STAFF TO DISCUSS THIS ISSUE. THEY ARE ASKING THAT BRSC RETAINS 3% ON GROSS PAY OF ALL LN EMPLOYEES PAY AND THAT BRSC PAYS ANOTHER 5% AS THE EMPLOYER CONTRIBUTION. GOVERNMENT OFFICIAL ARE ALSO DEMANDING THAT THIS BE RETROACTIVE TO 26 JULY 94. SO FAR BRSC HAS PAID APPROXIMATELY $1.2M IN WAGES SINCE 26 JULY 94 AND IF IT SHOULD BE DECIDED TO COMPLY WITH THIS REQUEST IT WOULD MEANS THAT BRSC WOULD HAVE TO PAY MORE THEN $95,000 IN

TAXES (8% SINCE IT WOULD BE IMPOSSIBLE TO RECOVER THE 3% FROM THE EMPLOYEES BECAUSE OF THE LARGE TURNOVER IN THE WORK FORCE). UNAMIR WOULD THEN HAVE TO REIMBURSE BRSC PLUS 14.49% FEE! **YOUR ADVICE TO RESOLVE THIS MATTER IS SOUGHT ASAP.**

8. INTERPRETATION OF CONTRACT CLAUSES. UNAMIR IS STILL WAITING AN ANSWER FROM UNNY ON THE QUESTIONS RAISED IN PREVIOUS LOGREPs (MIR 203 DATED 19 JAN 95, CMC 015 DATED 31 JAN 95, CMC 019 DATED 24 FEB 95 AND CMC 026 DATED 03 MARCH 95).

9. STATUS OF CONTRACTOR PERSONNEL. UNAMIR IS STILL WAITING TO HAVE AN ANSWER FROM UNNY ON THIS SUBJECT. REFER TO FAX MIR 180 DATED 18 JAN 95. THE STATUS OF THE CONTRACTOR HAS ALSO A TREMENDOUS IMPACT ON SEVERAL OTHER ISSUES MENTIONED IN THIS REPORT (PAYMENT OF SOCIAL BENEFITS TO LN EMPLOYEES, LICENSE OF THE EARTH STATION, PAYMENT OF DUTIES ON MATERIAL BOUGHT BY THE CONTRACTOR, ETC)

10. BRSC PERSONNEL REPORT.

A.	PREVIOUS ASSIGNED STRENGTH (FROM LAST LOGREP DATED 30 MAR 95)	137
B.	ARRIVALS	0
C.	DEMOBILIZATIONS	12
D.	CURRENT STRENGTH	125
E.	R&R	10
F.	HOSPITALIZED/CONVALESCENT LEAVE	1
G.	EMERGENCY LEAVE	1
H.	PRESENT FOR DUTY	113
I.	LOCAL NATIONAL STRENGTH	1,567

11. WORK ORDERS STATUS REPORT.

DESCRIPTION	LAST REPORT 25 MARCH 95 *	THIS REPORT 15 APRIL 95	DIFF.
# OF ACTIVE WORs	339	385	46
# OF CLOSED WORs	306	323	17
# OF CANCELLED, PENDING AND REJECTED WORs	299	328	29
TOTAL	944	1036	92

* DISREGARD DATAS SENT IN CMC LOGREP DATED 06 APRIL 95.

12. WEEKLY COST MANAGEMENT REPORT. FIND ATTACHED SUBJECT REPORT FOR OBLIGATED AND EXPENDED COSTS THRU 15 APR 95.

13. BRSC LOGISTICS REPORT. REPORTS FOR WEEKS 02 TO 08 APRIL AND 09 TO 14 APRIL ARE ATTACHED WITH THIS REPORT.

14. BRSC VEHICLES AVAILABILITY REPORT. REPORTS FOR TWO PREVIOUS WEEKS ARE SENT WITH THIS FAX. LAST WEEK REPORT SHOWS THAT 74 % OF THE CONTRACTOR 158 VEHICLES (117) WERE SERVICEABLE. MOST OF VEHS VOR ARE W/P.

BROWN & ROOT SERVICES CORPORATION
Kigali, Rwanda

Wednesday, 19 April 1995

Mr. Gilles Brière
Responsible Officer
UNAMIR/CMC, Kigali, Rwanda

Subject: Contract No. PTS/CON/146/94; Notice of Incurred Costs

Dear Mr. Brière:

Under separate cover of 17 April, Mr. D. Meisenheimer provided your office with our latest Weekly Cost Management Report.

As you peruse this report, you will note that the obligated and expended column equates to 65.6% of the total proposed and extended funding to the contract. Notwithstanding, actual funding under our contract is still at $15.3 until which time as our Rough Order of Magnitude (ROM), for the period 1 February through 30 May 1995, is accepted and Amendment No. 4 executed providing additional funds to our contract.

In view of the above and pursuant to Sub-Section 4.3, please be advised that we have committed and expended 75% of the present or actual funding level of our contract. Accordingly, request the status of Amendment No. 4 in order that we may present our invoice for the months of February and March performance.

Sincerely,

Gerald W. Hillman
Contract Administrator

cc: PGM
Cost
BRSC, Houston

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

NEWS RELEASE

UNAMIR NR-95.24

April 19, 1995

KIGALI, RWANDA -- On April 18, 1995 at approximately 8:15 p.m., a group of two to four armed men arrived at the Brown and Root Administration office in Kigali. After physically assaulting the security guards, the men entered the building and forced the staff to lie on the floor. Some of the staff were kicked in the ribs and face by the thieves, resulting in a dislocated jawbone of one staff member. The operations manager was held at gunpoint and asked to show the thieves the location of the Brown and Root safes. After doing so, the safes were forced open and approximately $40,000 US was stolen. The thieves then looted the pockets of the staff members, stealing more than $7,000 in personal cash and some passports. They also stole a number of computers, radios and a fax machine from the building. On departure the men stole an UNAMIR vehicle.

In another incident the same night, an UNAMIR vehicle was stolen at gunpoint from the Meridien Hotel in Kigali by a man dressed in what appeared to be a uniform.

"These incidents are of great concern to me," said Maj.-Gen. Guy Tousignant, UNAMIR Force Commander. "They represent a deterioration in the general security situation in Kigali. We are taking the appropriate measures of increased vigilance to prevent further incidents and to ensure the safety of both UN soldiers and civilians in Rwanda."

UN military police are currently investigating both of these incidents.

-30-

Note to editors: For more information, please contact Ismael Diallo, UNAMIR Spokesperson in Kigali at (212) 963-3582, ext 11075 or the UNAMIR Military Spokesperson, Lt(N) Kent Page at (212) 963-3582, ext 11124.

6/16

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

UNAMIR - MINUAR

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

18 April 1995

TO: Mr. J. Owens, BRSC PGM

INFO: Mr. A. Valdes, A/OIC Adm
Mr. M. Lessanu, A/ CISS
Mr. J. Albert, A/CILM

FROM: Mr. G. Brière, CMCO

REFS:
A. CMC letter dated 10 Mar 95
B. BRSC letter dated 25 Mar 95
C. Invoice # 9501304UT163 (enclosed in part)
D. Invoice # 9501304UT164 (enclosed in part)

SUBJECT: BRSC INVOICES FOR DECEMBER 1994

1. Ref A addressed several discrepancies with the subject invoices. Although BRSC reply (ref B) showed how the amount in the invoice can be correlated to the general vouchers the following problems are still not resolved in invoices :

	INVOICE #	PAGE	VOUCHER	REMARKS
a.	9501304UT160	2	9412 JV00329	No support docs were included which shows neither the breakdown of the costs nor the travel authorization.
b.	9501304UT161	8	9412 JV00329	Same comments as "a."

2. Following receipt of your reply and the return of CMC CA from leave, the remainder of the invoices have been verified. The following problems have been noticed:

	INVOICE #	PAGE	VOUCHER	REMARKS
a.	9501304UT160			No problems
b.	9501304UT161			No problems

c. 9501304UT162	1	9412 JV50000	Why is UNAMIR paying LOGCAP - Labour: $170.35
	2, 3, 5	9412 JV00301	Amounts can not be found in correlation list.
	6, 7, 8, 9	9412 JV00301 9412 JV00329	Payroll tax: no support docs are included in the General vouchers
d. 9501304UT163	1,2,3, 4,5	9412 JV50000 9412 JV50400 9412 JV50026 9412 JV00331	1. Can not located the amounts. 2. LOGCAP labour ?
	16,17, 18,19, 21,22, 36,37, 38,39, 40,41, 42	9412 JV00301 9412 JV00329	No match with the correlation list.
	46 to 55	9412 JV00301 9412 JV00329	No support docs for the payroll tax.
	58,59, 60,62, 63,64, 66,68, 69,70, 72,74, 75,77, 78,79	9412 JV00306 9412 JV00307 9412 JV00308 9412 JV00310	No match between invoice and General vouchers.

3. The following discrepancies have been noticed:

	Voucher	Remarks
a.	9412 JV00301	No support docs.
b.	9412 JV00311	No support docs.
c.	9412 JV00327	Rental of car ($183.11): No support docs that authorized expense.
d.	9412 JV00329	No support docs.
e.	9412 JV50000	No support docs.

f.	9412 JV50026	No support docs.
g.	9412 JV50400	No support docs.
h.	9412 VP01184	No support docs.
i.	9412 VP01202	Not related to any invoices.

4. Again this office would like BRSC to correct the problem of having to guess estimate amounts in vouchers to reflect the amount in the invoice (ie. invoice # 9501304UT163, page 17, $207.69, this amount could not be found directly in the correlation list provided by BRSC. However by adding $121.16 and $86.53 [page 15 of correlation list], the amount could be found!). This problem is extremely time consuming and adds unnecessary delays in the verification process.

5. The problem raised in this letter have been discussed on several occasions in the past few months and very little progress has been made. You are required to take the necessary actions to rectify this situation once for all (ie. to ensure that the invoices and all supportive documents are first verified before being turned over to CMC).

6. With CMC very scarce resources, I can not afford to continue to dedicate the same resources level that I have in the past. I will definitely not continue to go through strenuous mathematical calculation and guess estimate to validate invoices.

7. Until these problems are rectified, I will not recommend that the invoice be certified so payment will not be initiated. In conclusion, it is to the advantage of BRSC that the invoices are properly prepare so that CMC can initiate the certification process in a timely manner.

8. I remain available to further discuss this issue with you to solve this ticklish situation.

Attachment: 05

9/16

UNITED NATIONS ASSISTANCE MISSION IN RWANDA
BROWN & ROOT SERVICES

UNAMIR FUNDING THROUGH MAY 1995

TASK	DESCRIPTION	AMENDMENTS NO.'S 1&2	AMENDMENT NO. 3	TOTAL EXTENDED FUNDING	PROPOSED FUNDING	TOTAL PROP & EXT. FUNDING	LATEST REVISED ESTIMATE	OBLIGATED & EXPENDED
		(JUL-DEC, 94)	(JAN. 1995)	(THRU JAN. 95)	(FEB - MAY, 95)	(JUL '94 - MAY '95)	(JUL '94 - MAY '95)	(THRU 15-APR)
00	MANAGEMENT & ADMINISTRATION	$ 2,035,357	$ 1,930,797	$ 3,966,154	$ 5,128,093	$ 9,094,247	$ 9,380,248	$ 7,421,639
00	DEMOBILIZATION	$ 592,299	$ -	$ 592,299	$ 587,701	$ 1,180,000	$ 1,180,000	$ 946,680
01	WATER DISTRIBUTION	$ 249,665	$ 336,578	$ 586,243	$ 792,863	$ 1,379,106	$ 1,167,033	$ 739,161
02	CONSTRUCTION & MAINTENANCE	$ 1,354,720	$ 529,531	$ 1,884,251	$ 2,447,133	$ 4,331,384	$ 4,291,236	$ 2,270,839
03	COMMUNICATIONS SUPPORT	$ 150,510	$ (11,535)	$ 138,975	$ 132,388	$ 271,363	$ 250,788	$ 98,077
04	FUEL OPERATION	$ 161,572	$ 270,521	$ 432,093	$ 586,049	$ 1,018,142	$ 921,660	$ 490,347
05	CATERING	$ 20,000	$ (20,000)	$ -	$ -	$ -	$ -	$ -
06	EQUIPMENT & MAINTENANCE	$ 1,366,704	$ 140,972	$ 1,507,676	$ 1,748,967	$ 3,256,643	$ 3,183,028	$ 1,586,226
07	PERSONNEL SERVICES	$ 17,242	$ (17,242)	$ -	$ -	$ -	$ 12,240	$ 1,959
08	GENERAL SERVICES	$ 582,456	$ 280,757	$ 863,213	$ 1,156,122	$ 2,019,335	$ 2,006,798	$ 1,480,823
09	WAREHOUSE MANAGEMENT	$ 262,617	$ 4,600	$ 267,217	$ 356,822	$ 624,039	$ 566,382	$ 413,390
10	GROUND TRANSPORTATION	$ 719,748	$ (203,941)	$ 515,807	$ 707,732	$ 1,223,539	$ 1,236,437	$ 764,481
11	AIRFIELD OPERATIONS	$ 97,376	$ 28,576	$ 125,952	$ 172,371	$ 298,323	$ 266,145	$ 161,653
12	ROADS & RUNWAYS	$ 389,734	$ (335,483)	$ 54,251	$ 488,000	$ 542,251	$ 541,250	$ 200,194
13	EDP SUPPORT	$ -	$ 6,646	$ 6,646	$ 32,291	$ 38,937	$ 49,746	$ 13,069
	MANAGEMENT RESERVE	$ 2,820,461	$ (320,461)	$ 2,500,000	$ (2,500,000)	$ -	$ -	$ -
	SUBTOTAL	**$ 10,820,461**	**$ 2,620,316**	**$ 13,440,777**	**$ 11,836,531**	**$ 25,277,308**	**$ 25,052,991**	**$ 16,588,537**
	FIXED FEE @14.49%	$ 1,567,885	$ 379,684	$ 1,947,569	$ 1,715,113	$ 3,662,683	$ 3,630,178	$ 2,403,679
	TOTAL	**$ 12,388,346**	**$ 3,000,000**	**$ 15,388,346**	**$ 13,551,645**	**$ 28,939,991**	**$ 28,683,168**	**$ 18,992,216**

10/16
91/01

UNITED NATIONS ASSISTANCE MISSION IN RWANDA (UNAMIR)
WEEKLY MANAGEMENT/COST STATUS REPORT
01 APRIL THROUGH 31 MAY 1995

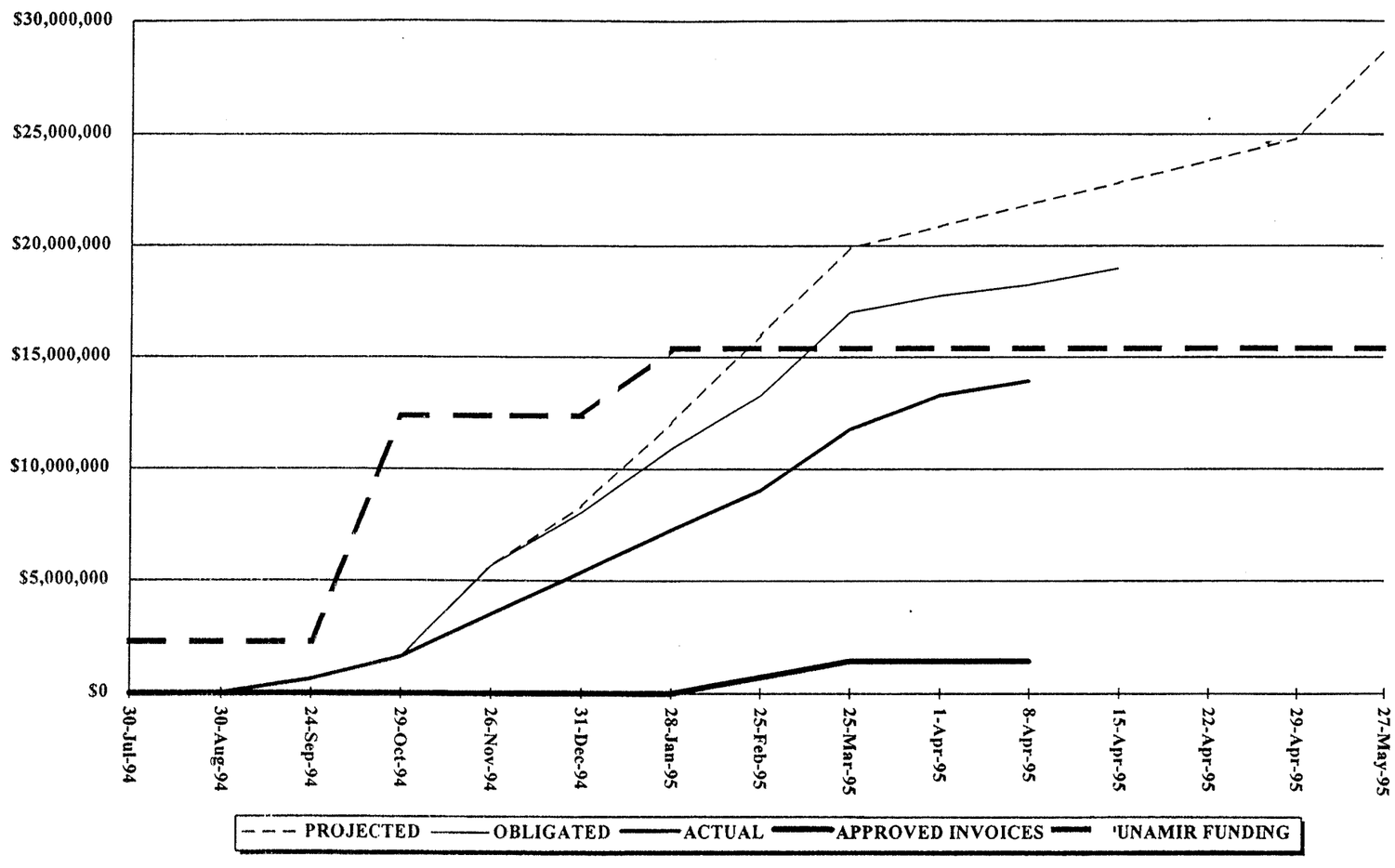
ACCUMULATED COSTS AS OF: 8-Apr-95

WORK BREAKDOWN STRUCTURE	ACTUALS CURRENT PERIOD	ACTUALS THRU 8-Apr-95	OBLIGATED THRU 15-Apr-95	TOTAL EXPENDED & OBLIGATED	LATEST REVISED ESTIMATE	APPROVED UNAMIR FUNDING	TOTAL EXTENDED FUNDING	VARIANCE [8]-[6]
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
10.0 SUPPORT TO UNAMIR (SN02) SUMMARY								
EXPATRIATE LABOR	$91,301	$2,185,412	$169,998	$2,355,410	$3,972,497	$599,552	$1,646,798	($2,325,699)
SUBCONTRACTED LABOR	$164,075	$3,441,708	$196,312	$3,638,020	$5,356,693	$3,425,685	$2,139,313	($3,217,380)
LOCAL LABOR	$79,116	$1,538,363	$313,722	$1,852,085	$2,595,891	$159,447	$1,087,025	($1,508,866)
OTHER DIRECT COSTS	$449,070	$1,948,981	$213,810	$2,162,791	$3,272,940	$1,310,356	$1,574,151	($1,698,789)
MATERIALS	$18,839	$843,589	$874,848	$1,718,437	$3,311,480	$160,273	$1,864,670	($1,446,810)
EQUIPMENT	$0	$515,896	$537,947	$1,053,843	$1,959,244	$896,042	$715,032	($1,244,212)
SERVICES (Subcontracts)	($255,418)	$1,697,680	$1,163,589	$2,861,269	$3,404,246	$1,448,645	$1,321,488	($2,082,758)
SUB-TOTAL	$546,983	$12,171,629	$3,470,226	$15,641,855	$23,872,991	$8,000,000	$10,348,477	($13,524,514)
DEMOBILIZATION & CLOSEOUT	$0	$0	$946,680	$946,680	$1,180,000	$0	$592,299	$0
TOTAL	$546,983	$12,171,629	$4,416,906	$16,588,535	$25,052,991	$8,000,000	$10,940,776	($14,112,215)
RESERVE				$0	$0	$2,820,461	$2,500,000	$2,500,000
TOTAL	$546,983	$12,171,629	$4,416,906	$16,588,535	$25,052,991	$10,820,461	$13,440,774	($11,612,217)
FIXED FEE @14.49%	$79,258	$1,763,669	$640,010	$2,403,679	$3,630,178	$1,567,885	$1,947,568	
TOTAL PRICE TO UNITED NATIONS	$626,241	$13,935,298	$5,056,916	$18,992,214	$28,683,169	$12,388,346	$15,388,342	($13,294,827)

% TOTAL EXTENDED FUNDING OBLIGATED & EXPENDED = 123%

NOTE: APPROVED UNAMIR FUNDING = ORIGINAL UNOSOM ALLOCATION + AMENDMENT NO. 2
TOTAL EXTENDED FUNDING = APPROVED UNAMIR FUNDING + JAN. 31, 95 LETTER OF INTENT TO EXTEND

BROWN & ROOT SERVICES
UNITED NATIONS ASSISTANCE MISSION IN RWANDA
TOTAL OBLIGATIONS & EXPENDITURES



BROWN & ROOT WEEKLY LOGISTICS REPORT
02 - 8 APR 95

I. WATER PRODUCTION (IN LITERS)

LOCATION	PREVIOUS BALANCE	WEEKLY PRODUCTION	WEEKLY ISSUES	CLOSING BALANCE
POINT # 1: TRAFICPRO	67000	444000	507000	4000

II. GROUND TRANSPORTATION

A. MISSIONS (TOTAL) - 308
SCHEDULED - 298
UNSCHEDULED - 10
COMPLETED - 262
CANCELLED - 6

B. CARGO DATA

TYPE CARGO	AMOUNT DELIVERED	KM TRAVELLED
BULK RAW WATER (K)	2673.6	3911
BULK POTABLE WATER (K)	329.3	3065
BULK FUEL	82170	1264
GENERAL CARGO (KG)	475780	5713
PASSENGERS	578	1524
OTHER	0	0

III. AIRFIELD OPERATIONS

A. PASSENGER STATISTICS

DESCRIPTION	ARRIVALS	DEPARTURES
PERSONNEL	684	664
LUGGAGE (KG)	22794	19137

B. AIRCRAFT STATISTICS

DESCRIPTION	ARRIVALS	DEPARTURES
AN-26	3	3
L-100	13	13
IL-76	4	4

IV. EQUIPMENT MAINTENANCE

DESCRIPTION	VEHICLES			OTHER
	SMP (WHEEL)	SMP (TRACK)	COMMERCIAL	
OPENING BALANCE	87	6	0	63
EQUIPMENT ACCEPTED	61	7	0	22
EQUIPMENT COMPLETED	55	2	0	20
EQUIPMENT ON JOB ORDERS	93	11	0	65

V. FUEL OPERATIONS (IN LITERS)

LOCATION & TYPE OF FUEL	OPENING BALANCE	RECEIVED	DAILY ISSUES	CLOSING BALANCE	% FULL
SS FUEL STATION (DIESEL)	159103	56939	47394	168648	84%
SS FUEL STATION (PETROL)	5562	21848	17386	10024	14%
AIRFIELD (JET A-1)	145336	0	26445	118891	30%
PACKAGED JET A-1	20000	0	0	20000	N/A
IVECO PETROL	0	0	0	0	0%
IVECO DIESEL	0	0	0	0	0%
LOG BASE DIESEL	213265	242044	164653	290656	85%
TRAFICPRO DIESEL	50000	0	0	50000	56%

BROWN & ROOT WEEKLY LOGISTICS REPORT
09 - 15 APR 95

I. WATER PRODUCTION (IN LITERS)

LOCATION	PREVIOUS BALANCE	WEEKLY PRODUCTION	WEEKLY ISSUES	CLOSING BALANCE
POINT # 1: TRAFICPRO	4000	593000	502000	95000

II. GROUND TRANSPORTATION

A. MISSIONS (TOTAL) - 305
SCHEDULED - 303
UNSCHEDULED - 2
COMPLETED - 268
CANCELLED - 8

B. CARGO DATA

TYPE CARGO	AMOUNT DELIVERED	KM TRAVELLED
BULK RAW WATER (K)	2937.8	3500.2
BULK POTABLE WATER (K)	432.76	5375
BULK FUEL	79810	1191
GENERAL CARGO (KG)	83294	4937
PASSENGERS	374	2382
OTHER	0	0

III. AIRFIELD OPERATIONS

A. PASSENGER STATISTICS

DESCRIPTION	ARRIVALS	DEPARTURES
PERSONNEL	294	316
LUGGAGE (KG)	7224	7059

B. AIRCRAFT STATISTICS

DESCRIPTION	ARRIVALS	DEPARTURES
AN-26	2	2
L-100	6	6
BEECH 200	1	1

IV. EQUIPMENT MAINTENANCE

DESCRIPTION	VEHICLES			OTHER
	SMP (WHEEL)	SMP (TRACK)	COMMERCIAL	
OPENING BALANCE	93	11	0	65
EQUIPMENT ACCEPTED	61	4	9	12
EQUIPMENT COMPLETED	61	3	9	17
EQUIPMENT ON JOB ORDERS	93	12	0	60

V. FUEL OPERATIONS (IN LITERS)

LOCATION & TYPE OF FUEL	OPENING BALANCE	RECEIVED	WEEKLY ISSUES	CLOSING BALANCE	% FULL
SS FUEL STATION (DIESEL)	168648	11275	49239	130684	65%
SS FUEL STATION (PETROL)	10024	0	6870	3154	5%
AIRFIELD (JET A-1)	118891	38806	26140	131557	44%
PACKAGED JET A-1	20000	0	0	20000	N/A
IVECO DIESEL	0	14000	0	14000	50%
LOG BASE	290656	0	82740	207916	61%
TRAFICPRO DIESEL	50000	0	0	50000	56%

BROWN AND ROOT

PRODUCTION REPORT
CENTRAL MAINTENANCE

WEEK OF 01 APRIL 95 TO 08 APRIL 95

	FLEET	ASG	O / H	INSP	AWS	INS	AWP	REC	COM	AVAIL	%	REMARKS
1	2 K FORKLLIFT	1	1							1	100%	
2	6 K VR RT FORKLIFT	1	1							1	100%	
3	10 K RT FORKLIFT	1	1				1	1	1	1	100%	
4	28 K HYSTER FORKLIFT	2	2				1			2	100%	
5	12 F GRADER	1	1							1	100%	
6	BEDFORD 4T TRUCK	29	29		18	1	19	5	4	10	34%	
7	CEMENT TRUCK	1	1				1	1	1	1	100%	
8	CHEVY BLAZER	8	8		3		7	2	2	5	62%	
9	CHEVY CHEYENNE	3	3		1		3			2	66%	
11	CHEVY SUBURBAN SCOT DALE	2	2				1			2	100%	
13	HATRA 2.5 BUCKET LOADER	2	2		1		2	1	1	1	50%	
14	INTERNATIONAL BUS	1	1							1	100%	
15	INTERNATIONAL COMPACTOR	2	2		1		1			1	50%	
16	INTERNATIONAL SST	1	1			1		3	2	0	0%	
17	ISUZU 1 TON CARGO	4	4		1		2			3	75%	
18	ISUZU 3 TON WATER TRUCK	1	1							1	100%	
19	ISUZU BUS 57 PASSENGER	2	2		2		2			0	0%	
20	ISUZU DUMP TRUCK	2	2				1	3	3	2	100%	
21	ISUZU FUEL TRUCK	1	1					1	1	1	100%	
22	ISUZU TS	7	7							7	100%	
23	KENWORTH TRACTOR	2	2		1		2			1	50%	
24	M.A.N FUEL TRUCK	1	1			1		1		0	0%	
25	M578 VTR	1	1		1		1			0	0%	
26	MAGIRUS WRECKER	1	1				1			1	100%	
27	MERCEDES CONTACT	1	1				1	1	1	1	100%	
28	MITSUBISHI MINI BUS	2	2				1			2	100%	
29	MISTUBISHI CAN 3 TON	6	6		1		2	1	1	5	83%	
30	NISSAN 4DR PICKUP	6	6					1	1	6	100%	
31	NISSAN 4X4	2	2					1	1	2	100%	
32	RENAULT WRECKER	3	3				1			3	100%	
33	TOYOTA 4X4	11	11			2		3	1	9	81%	
34	TOYOTA HILUX	4	4					1	1	4	100%	
35	TOYOTA LAND CRUISER	16	16		1	2	1	6	4	13	81%	
36	TOYOTA LAND CRUISER PICKUP	1	1			1	1	1		0	0%	
37	TRAILER TRANSPORT	2	2				1	2	2	2	100%	
38	UNIMOG 404 IT TRUCK	3	3			1		1		2	66%	
39	VOLVO FUEL TRUCK	1	1		1		1	1	1	0	0%	
41	VOLVO SUCKER	1	1					1	1	1	100%	
42	VOLVO WATER TRUCK	17	17		1	3	7	15	12	13	76%	
43	VOLVO WRECKER	1	1							1	100%	
44	VW JEEP	4	4				1			4	100%	
	TOTAL	**158**	**158**		**33**	**12**	**62**	**53**	**41**	**113**	**71%**	

LEGEND :ASG-ASSIGNED	O/H : ON HAND
REC-RECEIVED	AWP : AWAITING PARTS
AWS-AWAITING SHOP	INS : IN SHOP
INSP - INSPECTION	AVAIL - AVAILABLE
COM - COMPLETED	

AMOS LONG SR.
MAINTENANCE MANAGER

BROWN AND ROOT

PRODUCTION REPORT
CENTRAL MAINTENANCE

WEEK OF 08 APRIL 95 TO 14 APRIL 95

	FLEET	ASG	O / H	INSP	AWS	INS	AWP	REC	COM	AVAIL	%	REMARKS
1	2 K FORKLLIFT	1	1							1	100%	
2	6 K VR RT FORKLIFT	1	1				1			1	100%	
3	10 K RT FORKLIFT	1	1			1		1	0	0	0%	
4	28 K HYSTER FORKLIFT	2	2				1			2	100%	
5	12 F GRADER	1	1							1	100%	
6	BEDFORD 4T TRUCK	29	29		17	2	18	7	5	10	34%	
7	CEMENT TRUCK	1	1				1			1	100%	
8	CHEVY BLAZER	8	8		3	1	7	1	0	4	50%	
9	CHEVY CHEYENNE	3	3		1		3			2	66%	
11	CHEVY SUBURBAN SCOT DALE	2	2				1			2	100%	
13	HATRA 2.5 BUCKET LOADER	2	2				1	2	2	2	100%	
14	INTERNATIONAL BUS	1	1							1	100%	
15	INTERNATIONAL COMPACTOR	2	2		1		1			1	50%	
16	INTERNATIONAL SST	1	1			1		1	0	0	0%	
17	ISUZU 1 TON CARGO	4	4		1		1	1	1	3	75%	
18	ISUZU 3 TON WATER TRUCK	1	1							1	100%	
19	ISUZU BUS 57 PASSENGER	2	2		2		2			0	0%	
20	ISUZU DUMP TRUCK	2	2				1			2	100%	
21	ISUZU FUEL TRUCK	1	1							1	100%	
22	ISUZU TS	7	7							7	100%	
23	KENWORTH TRACTOR	2	2		1		2			1	50%	
24	M.A.N FUEL TRUCK	1	1							1	100%	
25	M578 VTR	1	1		1		1			0	0%	
26	MAGIRUS WRECKER	1	1				1			1	100%	
27	MERCEDES CONTACT	1	1				1			1	100%	
28	MITSUBISHI MINI BUS	2	2							2	100%	
29	MISTUBISHI CAN 3 TON	6	6		1		2	1	1	5	83%	
30	NISSAN 4DR PICKUP	6	6			1		2	1	5	83%	
31	NISSAN 4X4	2	2							2	100%	
32	RENAULT WRECKER	3	3				1			3	100%	
33	TOYOTA 4X4	11	11					1	1	11	100%	
34	TOYOTA HILUX	4	4							4	100%	
35	TOYOTA LAND CRUISER	16	16		1	1	1	7	6	14	87%	
36	TOYOTA LAND CRUISER PICKUP	1	1				1	1	1	1	100%	
37	TRAILER TRANSPORT	2	2							2	100%	
38	UNIMOG 404 IT TRUCK	3	3			1		1	0	2	66%	
39	VOLVO FUEL TRUCK	1	1		1		1			0	0%	
41	VOLVO SUCKER	1	1					1	1	1	100%	
42	VOLVO WATER TRUCK	17	17		1	1	5	13	12	15	88%	
43	VOLVO WRECKER	1	1							1	100%	
44	VW JEEP	4	4		1		2	1	1	3	75%	
	TOTAL	**158**	**158**		**32**	**9**	**56**	**41**	**32**	**117**	**74%**	

LEGEND :ASG-ASSIGNED	O/H : ON HAND
REC-RECEIVED	AWP : AWAITING PARTS
AWS-AWAITING SHOP	INS : IN SHOP
INSP - INSPECTION	AVAIL - AVAILABLE
COM - COMPLETED	

contracts file

1/2

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

95 [illegible] 19 [illegible]

UNAMIR - MINUAR

ROUTINE/PRIORITY/IMMEDIATE/MOST IMMEDIATE
UNCLASSIFIED/RESTRICTED/CONFIDENTIAL/ONLY/CRYPTO

OUT: 2391
MIR: 1341
CMC: 042

OF PAGES INCLUDING THIS COVER SHEET: 02

TO: MR H. MEDILI, DIRECTOR FALD/DPKO/UNHQ - NY	FROM: MR . A . H . GOLO for OIC ADM UNAMIR, KIGALI, RWANDA
ATTN: MR I. DIVERS SUPPLY SECTION, LCS FAX NO: 212 963 2116 – No paper	DATE: 15 Apr 95
INFO: 3-0383 ✓ FAX NO:	THROUGH: M. LESSANU A/CISS DRAFTER: G. BRIERE CMCO
Internal Dist: CISS, CILM, CMCO, LEGAL ADVISOR, BRSC PGM	CAO 5/0/12
REFS: A. MIR 154 FALD DATED 13 APRIL 95 B. CMC LETTER DATED 10 MAR 95 (ENCLOSED) C. BRSC LETTER DATED 25 MAR 95	
SUBJECT: UNAMIR 3RD LINE SERVICES CONTRACT - INVOICES	

1. CMC HAS BEEN IN THE PROCESS OF VERIFYING THE DEC INVOICES SINCE THE BEGINNING OF MARCH. A LETTER (REF B) WAS SENT TO BRSC REQUESTING THAT SUPPORT DOCUMENTATION BE FORWARDED TO CMC BEFORE THE VERIFICATION PROCESS CAN BE FINALIZED. HOWEVER THE DOCUMENTATION PRESENTED (REF C) IS STILL NOT ADEQUATE TO INITIATE CERTIFICATION. A SECOND LETTER ADDRESSING THIS ISSUE WILL BE SENT TO BRSC THIS WEEKEND.

2. THE JAN 95 INVOICES HAVE BEEN RECEIVED BY UNAMIR ON THE 8 APRIL 95. CMC HAS REQUESTED BRSC TO ENSURE THAT ALL SUPPORTIVE DOCS WERE INCLUDED BEFORE DELIVERING THEM TO CMC. UNAMIR HOPES TO FINISH VERIFICATION OF JAN INVOICES BY 21 APRIL 95 AND THEN TO FORWARD THEM TO YOUR OFFICE.

3. THE VALIDATION OF THE INVOICES FOR THE MONTH OF FEB AND MAR 95 WILL START AS SOON AS THEY ARE PROVIDED TO US BY BRSC.

CAO 012-59

C:\DATA\FAX\CMC_042.FAX

2391 2/2

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

UNAMIR - MINUAR

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

10 March 1995

TO: Mr. J. Owens, BRSC PGM

INFO: Mr. P. Hornsby, CISS
Mr. G. Wordley, CILM
Mr. J. Albert, CA

FROM: Mr. G. Brière, CMCO

REFS:
A. Conv Mr. K. King/Mr. J. Albert on 10 Mar 95
B. Invoice # 9501304UT160 - Dec 94
C. Invoice # 9501304UT161 - Dec 94

SUBJECT: BRSC INVOICES FOR DECEMBER 1994

1. During ref A, BRSC was made aware of current difficulties with the verification of the invoices for Dec 94. The following problems have been identified:

	INVOICE NO	PROBLEM
a.	9501304UT160	- No supportive doc for JV00329
b.	9501304UT161	- Pages 12, 13 & 19: No petty cash numbers
		- No supportive doc for JV00329

2. One major problem is the lack of supportive docs (time sheets) and correlation table in JV00329.

3. Although Dec 94 invoices were check by your staff before being sent to CMC upon my request, the above discrepancies induce unnecessary delays in CMC verification process. Please addressed the identified problems before CMC CA can proceed with the verification. Furthermore, It would be more than appreciated if the Jan 95 invoices be verified once more by your staff before CMC CA returns from leave.

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

ROUTINE/PRIORITY/IMMEDIATE/MOST IMMEDIATE
UNCLASSIFIED/RESTRICTED/CONFIDENTIAL/ONLY/CRYPTO

OUT: 2207
MIR: 1246
CMC: 041
OF PAGES INCLUDING THIS COVER SHEET: 07

TO: MR H. MEDILI, DIRECTOR FALD/DPKO/UNHQ - NY	FROM: MR A.H. GOLO OIC ADMINISTRATION UNAMIR, KIGALI, RWANDA
ATTN: MR I. DIVERS SUPPLY SECTION, LCS FAX NO: 212 963 2116	DATE: 95/03/30
INFO: FAX NO:	THROUGH: P. HORNSBY, CISS G. WORDLEY, CILM DRAFTER: J, ALBERT, DCMCO
Internal Dist: CISS, CILM, CMCO, LEGAL ADVISOR	
REFS: UNAMIR 3RD LINE SERVICE CONTRACT - FAX MIR 1190 DATED 25 FEBRUARY 95	
SUBJECT: UNAMIR 3RD LINE SERVICES CONTRACT - WEEKLY LOG REP - W/E 01 APR 95	

1. CONTRACTUAL ISSUES. SIGNED COPY OF AMDT #3 (EXTENSION OF CONTRACT 01 JAN TO 31 JAN 95) REQUIRED. WRT EXTENSION OF CONTRACT FROM 01 FEB TO 31 MAY 95, FORMAL AMDT #4 HAVE TO BE SIGNED ASAP BETWEEN BOTH PARTIES. FINALLY CONFIRMATION OF BUDGET ALLOCATION FOR THIS PERIOD IS REQUIRED ASAP.

2. INTERPRETATION OF CONTRACT CLAUSES. UNAMIR IS STILL WAITING AN ANSWER FROM UNNY ON THE QUESTIONS RAISED IN PREVIOUS LOGREPs (MIR 203 DATED 19 JAN 95, CMC 015 DATED 31 JAN 95).

3. STATUS/PROTECTION OF CONTRACTOR PERSONNEL. UNAMIR IS STILL WAITING TO HAVE AN ANSWER FROM UNNY ON THIS SUBJECT. REFER TO FAX MIR 180 DATED 18 JAN 95.

CAO 012-63

CAO 2/DIR

4. BRSC PERSONNEL REPORT.

A.	PREVIQUS ASSIGNED STRENGTH	137
B.	ARRIVALS	0
C.	DEMOBILIZATIONS	2
D.	CURRENT STRENGTH	125
E.	R&R	10
F.	HOSPITALIZED/CONVALESCENT LEAVE	0
G.	TEMPORARY/ASSIGNMENT TO SOMALIA	0
H.	EMERGENCY LEAVE	1
I.	PRESENT FOR DUTY	124
J.	LOCAL NATIONAL STRENGTH	1573

6. WORK ORDERS STATUS REPORT.

DESCRIPTION	LAST REPORT 25 Mar 95	THIS REPORT 01 Apr 95	DIFF.
# OF ACTIVE WORs	339	353	14
# OF CLOSED WORs	306	314	8
# OF CANCELLED, PENDING AND REJECTED WORs	299	374	75
TOTAL	944	1041	97

7. WEEKLY COST MANAGEMENT REPORT. ENCLOSED IS THE SUBJECT REPORT FOR W/E 01 APRIL 95.

8. BRSC LOGISTICS REPORT. FIND ATTACHED SUBJECT REPORT FOR W/E 01 APRIL 95.

9. BRSC VEHICLES AVAILABILITY REPORT. THIS REPORT IS ATTACHED TO THIS FAX. 76% OF THEIR 158 VEHICLES (121 WERE SERVICEABLE). MOST OF VEHS VOR ARE W/P.

UNITED NATIONS ASSISTANCE MISSION IN RWANDA
BROWN & ROOT SERVICES

UNAMIR FUNDING THROUGH MAY 1995

TASK	DESCRIPTION	AMENDMENTS NO.'S 1&2	AMENDMENT NO. 3	TOTAL EXTENDED FUNDING	PROPOSED FUNDING	TOTAL PROP & EXT. FUNDING	LATEST REVISED ESTIMATE	OBLIGATED & EXPENDED
		(JUL-DEC, 94)	(JAN. 1995)	(THRU JAN. 95)	(FEB - MAY, 95)	(JUL '94 - MAY '95)	(JUL '94 - MAY '95)	(THRU 01-APR)
00	MANAGEMENT & ADMINISTRATION	$ 2,035,357	$ 1,930,797	$ 3,966,154	$ 5,128,093	$ 9,094,247	$ 9,380,248	$ 6,732,333
00	DEMOBILIZATION	$ 592,299	$ -	$ 592,299	$ 587,701	$ 1,180,000	$ 1,180,000	$ 946,680
01	WATER DISTRIBUTION	$ 249,665	$ 336,578	$ 586,243	$ 792,863	$ 1,379,106	$ 1,163,066	$ 701,319
02	CONSTRUCTION & MAINTENANCE	$ 1,354,720	$ 529,531	$ 1,884,251	$ 2,447,133	$ 4,331,384	$ 4,291,236	$ 2,051,074
03	COMMUNICATIONS SUPPORT	$ 150,510	$ (11,535)	$ 138,975	$ 132,388	$ 271,363	$ 250,788	$ 104,216
04	FUEL OPERATION	$ 161,572	$ 270,521	$ 432,093	$ 586,049	$ 1,018,142	$ 921,660	$ 484,715
05	CATERING	$ 20,000	$ (20,000)	$ -	$ -	$ -	$ -	$ -
06	EQUIPMENT & MAINTENANCE	$ 1,366,704	$ 140,972	$ 1,507,676	$ 1,748,967	$ 3,256,643	$ 3,183,028	$ 1,636,514
07	PERSONNEL SERVICES	$ 17,242	$ (17,242)	$ -	$ -	$ -	$ 12,240	$ 1,407
08	GENERAL SERVICES	$ 582,456	$ 280,757	$ 863,213	$ 1,156,122	$ 2,019,335	$ 2,006,798	$ 1,380,796
09	WAREHOUSE MANAGEMENT	$ 262,617	$ 4,600	$ 267,217	$ 356,822	$ 624,039	$ 566,382	$ 377,672
10	GROUND TRANSPORTATION	$ 719,748	$ (203,941)	$ 515,807	$ 707,732	$ 1,223,539	$ 1,250,621	$ 713,397
11	AIRFIELD OPERATIONS	$ 97,376	$ 28,576	$ 125,952	$ 172,371	$ 298,323	$ 266,145	$ 154,822
12	ROADS & RUNWAYS	$ 389,734	$ (335,483)	$ 54,251	$ 488,000	$ 542,251	$ 541,250	$ 198,950
13	EDP SUPPORT	$ -	$ 6,646	$ 6,646	$ 32,291	$ 38,937	$ 49,746	$ 12,042
	MANAGEMENT RESERVE	$ 2,820,461	$ (320,461)	$ 2,500,000	$ (2,500,000)	$ -	$ -	$ -
	SUBTOTAL	**$ 10,820,461**	**$ 2,620,316**	**$ 13,440,777**	**$ 11,836,531**	**$ 25,277,308**	**$ 25,063,208**	**$ 15,495,936**
	FIXED FEE @14.49%	$ 1,567,885	$ 379,684	$ 1,947,569	$ 1,715,113	$ 3,662,683	$ 3,631,659	$ 2,245,361
	TOTAL	**$ 12,388,346**	**$ 3,000,000**	**$ 15,388,346**	**$ 13,551,645**	**$ 28,939,991**	**$ 28,694,866**	**$ 17,741,297**

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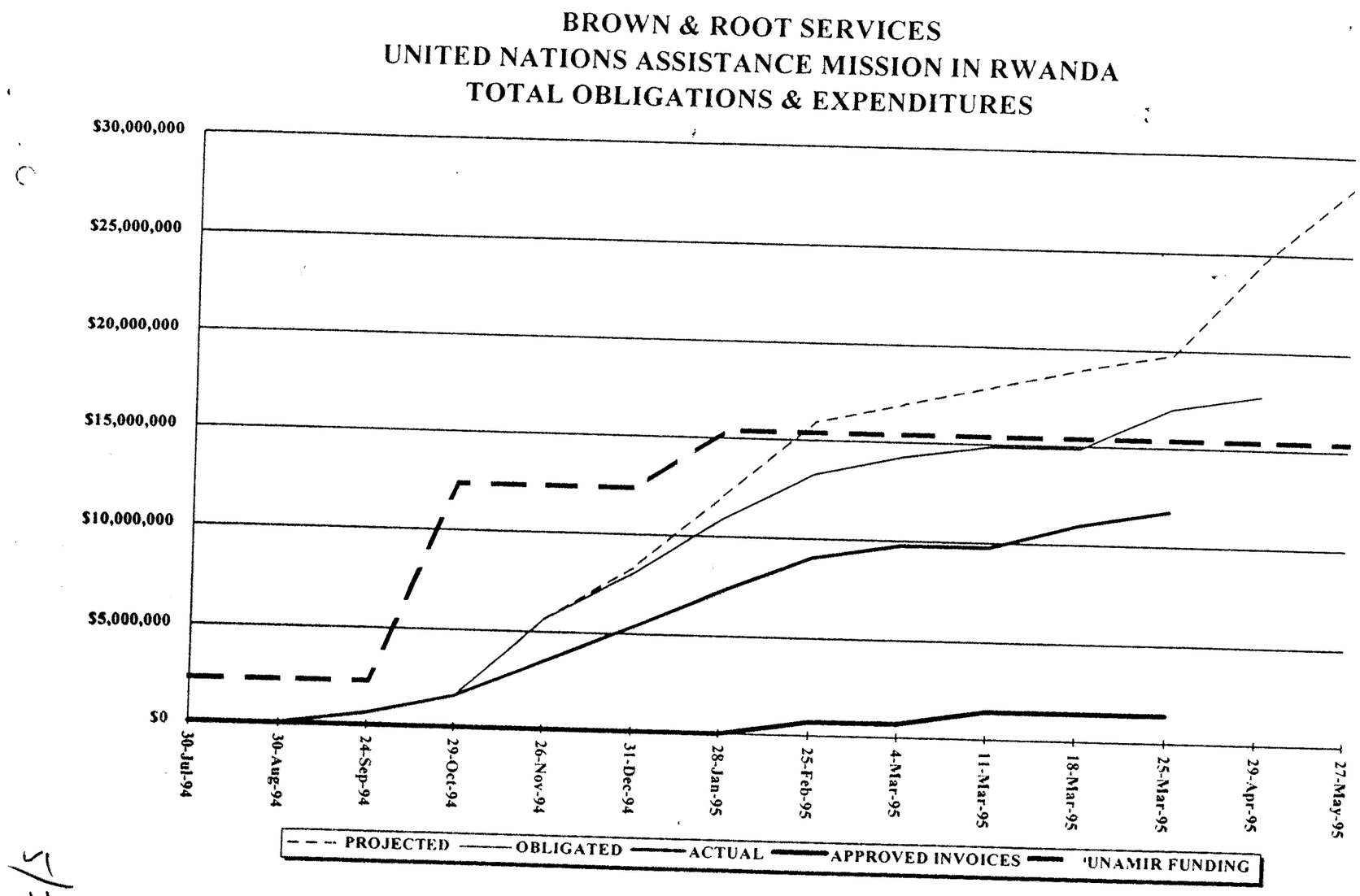
UNITED NATIONS ASSISTANCE MISSION IN RWANDA (UNAMIR)
WEEKLY MANAGEMENT/COST STATUS REPORT
01 APRIL THROUGH 31 MAY 1995

ACCUMULATED COSTS AS OF: 25-Mar-95

WORK BREAKDOWN STRUCTURE	ACTUALS CURRENT PERIOD	ACTUALS THRU 25-Mar-95	OBLIGATED THRU 1-Apr-95	TOTAL EXPENDED & OBLIGATED	LATEST REVISED ESTIMATE	APPROVED UNAMIR FUNDING	TOTAL EXTENDED FUNDING	VARIANCE [8]-[6]
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
10.0 SUPPORT TO UNAMIR (SN02) SUMMARY								
EXPATRIATE LABOR	$69,738	$2,023,397	$150,260	$2,173,657	$3,969,997	$599,552	$1,646,798	($2,323,199)
SUBCONTRACTED LABOR	$162,376	$3,114,599	$202,818	$3,317,417	$5,370,877	$3,425,685	$2,139,313	($3,231,564)
LOCAL LABOR	$111,097	$1,376,000	$320,430	$1,696,430	$2,595,891	$159,447	$1,087,025	($1,508,866)
OTHER DIRECT COSTS	$128,083	$1,391,084	$494,419	$1,885,503	$3,271,473	$1,310,356	$1,574,151	($1,697,322)
MATERIALS	$43,328	$505,297	$1,097,869	$1,603,166	$3,311,480	$160,273	$1,864,670	($1,446,810)
EQUIPMENT	$2,575	$512,568	$464,307	$976,875	$1,959,244	$896,042	$715,032	($1,244,212)
SERVICES (Subcontracts)	$181,220	$1,361,397	$1,534,813	$2,896,210	$3,404,246	$1,448,645	$1,321,488	($2,082,758)
SUB-TOTAL	**$698,416**	**$10,284,341**	**$4,264,916**	**$14,549,257**	**$23,883,208**	**$8,000,000**	**$10,348,477**	**($13,534,731)**
DEMOBILIZATION & CLOSEOUT	**$0**	**$0**	**$946,680**	**$946,680**	**$1,180,000**	**$0**	**$592,299**	**$0**
TOTAL	**$698,416**	**$10,284,341**	**$5,211,596**	**$15,495,937**	**$25,063,208**	**$8,000,000**	**$10,940,776**	**($14,122,432)**
RESERVE				**$0**	**$0**	**$2,820,461**	**$2,500,000**	**$2,500,000**
TOTAL	**$698,416**	**$10,284,341**	**$5,211,596**	**$15,495,937**	**$25,063,208**	**$10,820,461**	**$13,440,774**	**($11,622,434)**
FIXED FEE @14.49%	**$101,201**	**$1,490,201**	**$755,160**	**$2,245,361**	**$3,631,659**	**$1,567,885**	**$1,947,568**	
TOTAL PRICE TO UNITED NATIONS	**$799,617**	**$11,774,542**	**$5,966,756**	**$17,741,299**	**$28,694,866**	**$12,388,346**	**$15,388,342**	**($13,306,524)**

% TOTAL EXTENDED FUNDING OBLIGATED & EXPENDED = 115%

NOTE: APPROVED UNAMIR FUNDING = ORIGINAL UNOSOM ALLOCATION + AMENDMENT NO. 2
TOTAL EXTENDED FUNDING = APPROVED UNAMIR FUNDING + JAN. 31, 95 LETTER OF INTENT TO EXTEND


BROWN & ROOT SERVICES
UNITED NATIONS ASSISTANCE MISSION IN RWANDA
TOTAL OBLIGATIONS & EXPENDITURES
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0
30-Jul-94
30-Aug-94
24-Sep-94
29-Oct-94
26-Nov-94
31-Dec-94
28-Jan-95
25-Feb-95
4-Mar-95
11-Mar-95
18-Mar-95
25-Mar-95
29-Apr-95
27-May-95
PROJECTED
OBLIGATED
ACTUAL
APPROVED INVOICES
UNAMIR FUNDING

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BROWN & ROOT WEEKLY LOGISTICS REPORT
26 - 01 APR 1995

I. WATER PRODUCTION (IN LITERS)

LOCATION	PREVIOUS BALANCE	WEEKLY PRODUCTION	WEEKLY ISSUES	CLOSING BALANCE
POINT # 1: TRAFICPRO	41000	496000	470000	67000

II. GROUND TRANSPORTATION

A. MISSIONS (TOTAL) - 316
SCHEDULED - 303
UNSCHEDULED - 13
COMPLETED - 286
CANCELLED - 7

B. CARGO DATA

TYPE CARGO	AMOUNT DELIVERED	KM TRAVELLED
BULK RAW WATER (K)	3097.5	4610
BULK POTABLE WATER (K)	552.7	7029
BULK FUEL	64950	990
GENERAL CARGO (KG)	435200	12430
PASSENGERS	135	65
OTHER	0	0

III. AIRFIELD OPERATIONS

A. PASSENGER STATISTICS

DESCRIPTION	ARRIVALS	DEPARTURES
PERSONNEL	177	184
LUGGAGE (KG)	4807	4683

B. AIRCRAFT STATISTICS

DESCRIPTION	ARRIVALS	DEPARTURES
AN-26	3	3
L-100	5	5
BEECH-200	2	2

IV. EQUIPMENT MAINTENANCE

DESCRIPTION	VEHICLES			OTHER
	SMP (WHEEL)	SMP (TRACK)	COMMERCIAL	
OPENING BALANCE	83	6	0	60
EQUIPMENT ACCEPTED	52	1	0	29
EQUIPMENT COMPLETED	48	1	0	26
EQUIPMENT ON JOB ORDERS	87	6	0	63

V. FUEL OPERATIONS (IN LITERS)

LOCATION & TYPE OF FUEL	OPENING BALANCE	RECEIVED	DAILY ISSUES	CLOSING BALANCE	% FULL
SS FUEL STATION (DIESEL)	151289	56867	49053	159103	80%
SS FUEL STATION (PETROL)	16558	0	10996	5562	8%
AIRFIELD (JET A-1)	174856	0	29520	145336	36%
PACKAGED JET A-1	20000	0	0	20000	N/A
IVECO PETROL	0	0	0	0	0%
IVECO DIESEL	0	0	0	0	0%
LOG BASE (B) DIESEL	155000	0	0	155000	103%
LOG BASE (T) DIESEL	148915	0	90650	58265	36%
TRAFICPRO DIESEL	50000	0	0	50000	56%

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BROWN AND ROOT

PRODUCTION REPORT
CENTRAL MAINTENANCE

WEEK OF 25 MARCH 95 TO 31 MARCH 95

	FLEET	ASG	O / H	INSP	AWS	INS	AWP	REC	COM	AVAIL	%	REMARKS
1	2 K FORKLLIFT	1	1							1	100%	
2	6 K VR RT FORKLIFT	1	1				1			1	100%	
3	10 K RT FORKLIFT	1	1				1			2	100%	
4	28 K HYSTER FORKLIFT	2	2							1	100%	
5	12 F GRADER	1	1		13	4	14	14	10	12	41%	
6	BEDFORD 4T TRUCK	29	29				1			1	100%	
7	CEMENT TRUCK	1	1		3		7	4	4	5	62%	
8	CHEVY BLAZER	8	8		1		3			2	66%	
9	CHEVY CHEYENNE	3	3				1	1	1	2	100%	
11	CHEVY SUBURBAN SCOT DALE	2	2		1		2			1	50%	
13	HATRA 2.5 BUCKET LOADER	2	2							1	100%	
14	INTERNATIONAL BUS	1	1		1		1			1	50%	
15	INTERNATIONAL COMPACTOR	2	2							1	100%	
16	INTERNATIONAL SST	1	1		1		2			3	75%	
17	ISUZU 1 TON CARGO	4	4							1	100%	
18	ISUZU 3 TON WATER TRUCK	1	1		2		2			0	0%	
19	ISUZU BUS 57 PASSENGER	2	2				1	2	2	2	100%	
20	ISUZU DUMP TRUCK	2	2							1	100%	
21	ISUZU FUEL TRUCK	1	1							7	100%	
22	ISUZU TS	7	7		1		2			1	50%	
23	KENWORTH TRACTOR	2	2			1		1		0	0%	
24	M.A.N FUEL TRUCK	1	1		1		1			0	0%	
25	M578 VTR	1	1				1			1	100%	
26	MAGIRUS WRECKER	1	1				1	1	1	1	100%	
27	MERCEDES CONTACT	1	1							2	100%	
28	MITSUBISHI MINI BUS	2	2		1		3	1	1	5	83%	
29	MISTUBISHI CAN 3 TON	6	6					1	1	6	100%	
30	NISSAN 4DR PICKUP	6	6							2	100%	
31	NISSAN 4X4	2	2				1	2	2	3	100%	
32	RENAULT WRECKER	3	3							11	100%	
33	TOYOTA 4X4	11	11							4	100%	
34	TOYOTA HILUX	4	4		1		1	5	5	15	93%	
35	TOYOTA LAND CRUISER	16	16				1	1	1	1	100%	
36	TOYOTA LAND CRUISER PICKUP	1	1			1		1		1	50%	
37	TRAILER TRANSPORT	2	2			1		1		2	66%	
38	UNIMOG 404 IT TRUCK	3	3		1		1	1		0	0%	
39	VOLVO FUEL TRUCK	1	1							1	100%	
41	VOLVO SUCKER	1	1		1	2	6	6	4	14	82%	
42	VOLVO WATER TRUCK	17	17					1	1	1	100%	
43	VOLVO WRECKER	1	1				1			4	100%	
44	VW JEEP	4	4									
	TOTAL	**158**	**158**		**28**	**9**	**55**	**43**	**33**	**121**	**76%**	

LEGEND :ASG-ASSIGNED — **O/H : ON HAND**
REC-RECEIVED — **AWP : AWAITING PARTS**
AWS-AWAITING SHOP — **INS : IN SHOP**
INSP - INSPECTION — **AVAIL - AVAILABLE**
COM - COMPLETED

7/7

AMOS LONG SR.
MAINTENANCE MANAGER

ANNEX XIV

Functional titles of posts in the Professional category and above and the related job description summaries of the United Nations Assistance Mission for Rwanda

Office of the Special Representative of the Secretary-General

1. Special Representative of the Secretary-General - USG

Heads and acts on behalf of the Secretary-General on all matters concerning the good offices of the Secretary-General in Rwanda. Consults the Secretary-General and implements policy relating to the good offices mission of the United Nations in Rwanda.

2. Director, Office of the SRSG - D-2

Responsible for the oversight of all aspects of the Mission, coordinating the activities of the various advisers and reporting on same to the Special Representative; assists the Special Representative and acts on his behalf as required.

3. Senior Political Adviser - D-1

Supports the Special Representative, the Director and the Force Commander in pursuing the Secretary-General's good offices and peace-keeping operations. Responsible for monitoring the local political situation, in the context of both the work of the Mission and the larger domestic and international realms; recommends policies and actions of a political nature and consults with the Department of Political Affairs

4. Special Assistant - P-5

Assists the Director in the execution of his responsibilities. Makes arrangements as required to organize and facilitate the official schedule of the Special Representative, and related duties.

5. Political Affairs Officer - 1 P-5, 1 P-4

Assist the Senior Political Adviser by keeping him informed of current local, national and regional developments. Undertake research and assessment of the political situation in the country.

6. Legal Officer - 1 P-4, 1 P-3

Responsible for overall review and analysis of the progress of the Mission according to its mandate and reporting on same to the Special Representative.

UNITED NATIONS NATIONS UN
ASSISTANCE MISSION FOR RWANDA MISSION POUR L'ASSISTANCE AU RWANDA
UNAMIR - MINUAR

OUTGOING FAX NO 0290 95 MAR -1 09:14

MIR NO

PAGE 1 OF 6

MISC NO 0280 IN 782

TO: MR. A. GOLO OIC ADMINISTRATION KIGALI, RWANDA	FROM: N.I. GOERANSSON SAO UNAMIR NAIROBI, KENYA
	DATE: 1 MARCH 1995
FAX NO: 250-86877	PHONE: 254-2-62 3140 FAX: 254-2-62 2668
ORIGINATOR: NG	SECTION: ADMINISTRATION
SUBJECT: LETTER FROM ADVOCATES	

ENCLOSED PLEASE FIND A LETTER FROM A LAWFIRM CONCERNING A CLAIM AGAINST UNAMIR.

BEST REGARDS.

EDIK DA LA

Jennifer M. Shamalla & Company

Advocates

Nanak House
Kimathi Street 2nd Floor
P.O. Box 72527
Nairobi
Tel: 333441
FAX: 337727

Our Ref: J/28/94/NBO

Your Ref:

Date: 20/2/1995

United Nations Assistance
Mission in Rwanda
C/O Liason Officer
UNEP Headquarters Gigiri
NAIROBI

ATTENTION: MR. N. GOERANSSON

Dear Sir,

RE: LETTER DATED 9TH JANUARY, 1995
CONTRACTUAL AGREEMENT BETWEEN UNAMIR AND
MR. VIATEUR ITANGAYENDA

It is with extreme consternation that we have noted that no reply has been forthcoming regarding the above mentioned letter dated 9/1/95. We are at a loss as to whether this should be put down as bureaucratic delays or sheer carelessness on the part of the United Nations.

We kindly request you once more to look into this matter at your earliest possible convenience, so as to determine what further steps are to be taken.

TAKE NOTICE that no further notice shall be given regarding this matter, and if need be we shall not hesitate to inform the relevant authorities at your Headquarters in New York.

Yours faithfully,
M/S JENNIFER M. SHAMALLA & CO. ADVOCATES

JENNIFER M. SHAMALLA

cc. MR. VIATEUR ITANGAYENDA

When replying please quote our reference.

Jennifer M. Shamalla & Company

Advocates

Nanak House
Kimathi Street 2nd Floor
P.O. Box 72527
Nairobi
Tel: 333441

Our Ref:

Your Ref:

Date: 9/1/95

United Nations Assistance
Mission in Rwanda,
c/o Liason Officer
UNEP Headquarters Gigiri
NAIROBI

Dear Sir/Madam,

RE: CONTRACTUAL AGREEMENT BETWEEN UNAMIR AND MR. VIATEUR ITANGAYENDA

Our client Mr. Viateur Itangayenda is now residing in Kenya and it has been brought to our attention that your known Liaison Office is in Nairobi. Mr. V. Itangayenda has approached you several times with regards to a contract that was engaged in between yourselves and Mr. Itangayenda a copy of which we enclose.

As per the stipulations of this contract there is an outstanding amount of U. S. $ 39,[illegible]52.50 owed to Mr. Itangayenda.

We kindly request you to settle this amount at the earliest possible date, as our instructions are to take whatever appropriate legal action that may be necessary in obtaining the money owed by UNAMIR.

If such circumstances should arise we would then be requesting you to consider waiving your immunity to allow the courts to determine the matter or in the alternative the matter be referred to arbitration.

Yours faithfully,
JENNIFER M. SHAMALLA & CO. ADVOCATES

JENNIFER SHAMALLA

c.c. Mr. Viateur Itangayenda
NAIROBI

enc.

Delivered by hand to office on 17/1/95

3/6

When replying please quote our reference.

ITANGAYENDA VIATEUR
TEL. & FAX (250) 77175
B.P. 316
KIGALI.

F A C T U R E N°012/12/193

La MINUAR doit à Monsieur ITANGAYENDA Viateur la somme de : QUATRE CENT CINQUANTE MILLE FRANCS RWANDAIS (450.000 Frw) Pour la location du MINIBUS MAZDA AC 44.19 pour la période du 26/11/93 au 26/12/93 soit 30J x 15.000 Frw = 450.000 Frw.

Ce montant est à payer en équivalent en dollars USA et à transférer au crédit de l'un des comptes suivants :

1. Compte n° 040-6020166-88/USD
   Intitulé ITANGAYENDA VIATEUR
   B.P. 316 KIGALI.

   BANQUE : BANQUE DE KIGALI.
   B.P. 175 KIGALI.

2. Compte n° 010-0931.501.91 USD
   Intitulé KAYONGA VICTOR
   B.P. 316 KIGALI.

   BANQUE : BANQUE COMMERCIALE DU RWANDA
   B.P. 354 KIGALI.

MENTION : POUR LE COMPTE DE MONSIEUR ITANGAYENDA VIATEUR

Fait à Kigali, le 21/12/1993.

CERTIFY SERVICES RENDERED
28/12/93

ITANGAYENDA Viateur.

CONTRAT PROVISOIRE DE LOCATION

UN (1) VEHICULE MAZDA MINIBUS 25 PLACES No AC 4419

No. du chassies 502816 No. MOTEUR 19530

Entre la Mission des Nations Unies pour l'assistance au Rwanda (MINUAR), représentée par le chargé du service de transport, et par Monsieur Viateur ITANGAYENDA, Entrepreneur Independant agree au RWANDA

Il a été convenu ce qui suit :

- Le propriétaire offre son véhicule que la MINUAR accepte de prendre en location pour une durée de (1) mois renouvelable au coût de 15000FR/jour.

- Le paiement se fera par virement en DOLLARS US au taux du jour.

- Le propriétaire se chargera des services de maintenance et si possible mettra a la disposition de la MINUAR un autre véhicule quand celui-ci sera au garage.

- Le véhicule est loué avec chauffeur et peut circuler partout a Kigali. La MINUAR garantit la sécurité du véhicule dans les zones de combat.

- Si le véhicule devait effectuer une mission hors de Kigali, le propriétaire devrait être avisé.

- La MINUAR et Monsieur Viateur ITANGAYENDA s'engagent a régler tous les différends a l'amiable.

Le présent contrat peut être résilié a n'importe quel moment par une lettre de préavis d'une semaine.

Le présent contrat prend effet a partir de la date de signature.

Fait a Kigali, le 26 Novembre 1993

SIGNATURE:

Pour le Contractant **Pour la MINUAR**

SAC 2/12 -93

5/6

FR NATIONS NATIONS UNIES

DISBURSEMENT VOUCHER

DATE: 3394 | CHEQUE NO: 052797 | VOUCHER NO: 865-4-30-3-13

OFFICE: UNAMIR

ORIGINAL (to be submitted to HQs.)

NAME and ADDRESS: (For address of Staff members or Experts, indicate Functional Title and Agency)

Itangayenda Viateur (Banque de Kigali A/C # 040-60 20166-88/USD)

DESCRIPTION	ACCOUNTS No.	AMOUNT
Rental charges of Mazda Bus AC 4419 for the period 26 Nov. to 26 Dec 93 as per attached invoice RNA-30110-439 Dt: 12/12/193 @ RWF 450,000 US$ 3,105.- of TR:- 70018	(050-00-17)	5,435.- (5,435.-)
Rental Charges of Mercedes Benz 280 SE AC 3640, for the period 12 Dec 93 to 11 Jan 94, as per attached invoice N: 06/1/94 @ US$ 2,310.- of TR: 70128.		
Urgency: cfo and cic/kdm		

U BY:	APPROVED BY:	PAYMENT RECEIVED:	RATE	US.$ EQUIVALENT
(Certifying Officer)	C. Dick (Approving Officer)	J.W. (Signature of Payee)	144	5,435.-

Intitulé : ITANGAYENDA VIATEUR
B.P. 316 KIGALI.

BANQUE : BANQUE DE KIGALI
B.P. 175 KIGALI.

Compte n° : 040-0931.501.91 USD

Intitulé : KAYONGA VICTOR
B.P. 316 KIGALI.

BANQUE : BANQUE COMMERCIALE DU RWANDA
B.P. 354 KIGALI.

MENTION : POUR LE COMPTE DE MONSIEUR ITANGAYENDA VIATEUR

Fait à Kigali, le 17/1/1994

10-2-94

ITANGAYENDA Viateur