



REQUEST FOR QUOTATION (RFQ) (Services)

To: Potential Printing Companies	DATE: September 28, 2016
	REFERENCE: RFQ/BUKA/77-2016

Dear Sir / Madam:

We kindly request you to submit your quotation for the provision of high quality offset printing services, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before October 2, 2016 and via *e-mail* - tirnesh.prasad@undp.org

Quotations submitted by email must be limited to a maximum of 4 MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> Other [pls. specify]
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Customs clearance ¹ , if needed, shall be done by:	N/A	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Level 1, UN Haus, Section 23, Allotment 10, Buka Town, Autonomous Region of Bougainville, PNG	
UNDP Preferred Freight Forwarder, if any ²	N/A	
Distribution of shipping documents (<i>if using freight forwarder</i>)	N/A	
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	Bidder to propose delivery time frame. UNDP anticipate the earliest delivery. Within 5 working days from the date of PO awarded. Note this will be the basis of selection.	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements	Goods should be packed in such a manner to ensure no goods are damaged.	
Mode of Transport	<input checked="" type="checkbox"/> AIR <input type="checkbox"/> SEA	<input checked="" type="checkbox"/> LAND <input type="checkbox"/> OTHER <i>[pls. specify]</i>
Preferred Currency of Quotation ³	<input checked="" type="checkbox"/> Local Currency : Papua New Guinea Kina (PGK)	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
Deadline for the Submission of Quotation	2 nd October, 2016	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension	

¹ Must be linked to INCO Terms chosen.

² Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

³ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

⁴ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

	in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ⁵	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
Liquidated Damages	Liquidated damages clause will be imposed under the following conditions: If the supplier fails to deliver deliverables within the time period(s) stipulated by this agreement, except where the delay or failure to deliver is caused by circumstances beyond the reasonable control of the supplier, the UN purchasing authority shall, without prejudice to its other remedies under this agreement, deduct from the agreed deliverable amount as liquidated damages a sum equivalent to 0.5 percent of the delivered amount of the delayed services for each additional day of delay until actual delivery, up to a maximum education of 10 per cent of the agreed amount. Once the maximum is reached, the UN purchasing authority may consider termination of this agreement.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁶ Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i> <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time ⁷ <input type="checkbox"/> Others <i>[pls. specify]</i>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 4 weeks
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements.
Annexes to this RFQ ⁸	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

⁵ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁶ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁷ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

⁸ Where the information is available in the web, a URL for the information may simply be provided.

Contact Person for Inquiries (Written inquiries only) ⁹	<i>Tirnesh Prasad, tirnesh.prasad@undp.org (UNDP Buka Operations Manager)</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
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Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement

⁹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

UNDP PNG

September 28, 2016

Printing Specifications

NO.	ITEM	QTY	SPECIFICATIONS
1	Referendum Fact Sheet No. 1 to be colour printed from supplied artwork in electronic format. <i>(Refer annex 4 for the electronic artwork)</i>	15,000	Stock: *To be printed on 80 gsm gloss paper type *Colour Print Size: A3 colour back to back printing Finishing: A3 fold into A4 Quantity: 15,000 copies Quality: Overall quality must be well above “Commercially acceptable” quality
2	Joint Key Messages Fact Sheet No. 2 to be colour printed from supplied artwork in electronic format. <i>(Refer annex 5 for the electronic artwork)</i>		Stock: *To be printed on 80 gsm gloss paper type *Colour Print Size: A3 colour back to back printing Quantity: 15,000 copies Finishing: A3 fold into A4 staple bind. Quality: Overall quality must be well above “Commercially acceptable” quality

**Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹⁰

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹¹)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. _____:

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Prices of Goods¹²				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

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

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

[Designation]

[Date]

¹⁰ This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

¹² Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

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

perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Annex 4



REFERENDUM

No.1 Fact Sheet - June 2016

Holding a free and fair referendum is not easy. Referendums can cause conflict. One danger is the 'losing side' feeling like the result causes them serious disadvantage. Violence has occurred after independence referendums in East Timor and South Sudan. Having clear rules for the Referendum, with people understanding these rules can help avoid conflict. They make sure everything possible is

done to ensure the Referendum works as intended. In preparing for the Bougainville Referendum, it will be important to talk about the advantages and disadvantages that can flow from the Referendum, learn from the history of other countries, and do everything possible to prevent problems occurring before and after the Referendum.



Prime Minister O'Neill and President Momis agree on the Joint Referendum Work Plan, 20 May 2016

Who is the Bougainville Referendum Communications Committee?

The Bougainville Referendum Communications Committee (BRCC) is the ABG's whole-of-government approach to developing and disseminating official information on the BPA and Referendum, and undertaking community engagement. It is chaired by the Secretary, Department of Referendum, Peace and Veterans Affairs. The members are: Parliamentary Women's Representative for South Bougainville, Bougainville Electoral Commissioner, the Chairs of the Parliamentary Select Committees for Media and Communications, and Referendum, Peace and Veterans Affairs, and the Bureau of Media and Communication. The BRCC has a Community Advisory Group to assist its work.

About this fact sheet

This fact sheet is from the Bougainville Referendum Communications Committee. It is a summary of the laws, rules and current status of Referendum preparations. For more information on the legal documents visit: www.abg.gov.pg or contact the Committee.



What is a referendum?

A referendum is a special vote by the people to make a decision about an important political issue. In Bougainville, the Referendum will be on "Bougainville's future political status".

A referendum is like an election, but instead of voting for a candidate/party, people choose an 'option'. That option (or options) will be on a ballot paper. People will choose which option they want by marking the paper and putting in a ballot box.



"The Bougainville Peace Agreement is the real basis for us all here today. It provides us with an exclusive right to self-determination. We can choose and shape our future, a right unique in PNG, and rare internationally. We should celebrate this right."

President Chief Dr John Momis

4 important decisions to make before the Referendum

The Referendum rules say the Autonomous Bougainville Government and National Government must agree on *who* will conduct the Referendum, *when* it will be, the *question* or *questions* and *who* can vote. The two governments have agreed on a workplan to help make these decisions, which includes consultation with the people of Bougainville.

1. Who will conduct the Referendum?

The two governments have agreed to create an independent agency to conduct the referendum. This agency should be created by the end of 2016, as the membership, structure and finance has not been finalised.

2. When?

The two governments have agreed on 15 June 2019 as a TARGET date for the Referendum. Because it is a target date, it may change. But having a target gives both governments something to aim for in planning and preparations. Weapons disposal and good governance will be used to help set the final date.

3. The question?

There may be one option, or more than one option for people to choose from. One option *must* be independence. (See next page for more)

4. Who can vote?

There are two groups of people who can vote in the Referendum:

- People who can vote for National Elections in Bougainville.
- Non-resident Bougainvilleans

The two governments must consult and agree on the process for Bougainvilleans outside Bougainville to take part in the Referendum.

What are the rules for Referendum?

The rules for the Bougainville Referendum are in the following four legal documents:

1. Bougainville Peace Agreement (BPA)
2. Papua New Guinea Constitution
3. Bougainville Constitution
4. Organic Law on Peace-Building in Bougainville – Autonomous Bougainville Government and Bougainville Referendum

The key points are in the PNG Constitution (sections 338-343), but together, these four documents are the road map for before, during and after the Referendum. Like the Bougainville Peace Agreement, the Referendum relies on negotiation between the two governments to reach a joint understanding.

What will the Referendum question be?

The PNG Constitution says the Referendum question or questions must be jointly agreed to by the two Governments after consultation. One option must be a choice of ‘*separate independence for Bougainville*’.

There could be one question, asking whether voters support independence, “yes” or “no”. Or if the governments agree, the question could be two or more options. Some options that **might** be considered are:

1. Continue the same level of autonomy as now
2. More autonomy than now
3. Free association with PNG
4. Independence to be gradually attained over a period of years
5. Immediate independence, if there is sufficient capacity in Bougainville and if agreed by the National Government
6. Deferring a decision on independence until after another referendum is held.



Having many options can make the Referendum confusing for voters and make it difficult to get a clear result. The rules say the options must avoid dispute or an unclear result. The two governments will research and consult to help decide and agree on the final question or questions.

What is good governance?

The BPA says *good governance* will be considered in setting the date of the Referendum. The BPA does not define good governance, but the PNG Constitution refers to good governance as:

“...democracy, the opportunity for participation by Bougainvilleans, transparency, accountability, and respect for human rights and the rule of law, including this Constitution.”

Assessing good governance is an activity of the Joint Referendum Workplan. Poor governance cannot stop the referendum going ahead.

What about Weapons Disposal?

In May 2005, the UNOMB declared that implementation of the BPA weapons disposal plan was complete. However, the presence of weapons in Bougainville, for example, weapons held by the Me'ekamui Defence Force can be raised as an issue by either government. At the *Consultation on Referendum at Tsiroge 2015*, ex-combatants leaders:

“committed themselves to complete weapons disposal as an internal Bougainville activity to strengthen good governance thus instilling confidence of the people in the institution of government to protect the safety and welfare.”

The Me'ekamui government of unity has also committed itself to participating in a weapons disposal process.

What will happen to those people who do not take part in the referendum?

There is no law or punishment for people who do not vote. However, the Referendum result will affect all people no matter if they vote or don't vote.

Is the outcome binding on both Governments?

The BPA and the Constitution do not say what happens after the Referendum result is known. It is up to the two governments to consult together, and decide what happens next. The international community will continue to be involved, including providing international observers. After the governments consult, if they agree, the results can be referred to the National Parliament.

The two governments will have a moral responsibility to agree on peaceful resolution to the issues related to the BPA. The governments have also engaged through a jointly agreed work-plan. This has steps to ensure that the Referendum is peaceful, the outcome accepted, and that there is a peaceful end to the process.

There is no mention in the laws of the required number of votes for the question(s) to pass, or of the number of people who voted required in relation to the ratification or an outcome.

What will happen after Referendum vote?

Only if the two Governments agree, the result of the Referendum will be tabled in the National Parliament. The BPA and the PNG Constitution do not require the PNG Parliament to make a decision on the result, or otherwise decide what to do within a specified time. If there is a decision made that the ABG disagrees with, it can be dealt with through the dispute resolution process in the BPA.

Transition

The rules do not say anything about transition from the current autonomy arrangements to any new arrangements after any decision on the Referendum. All such matters are left to consultative and political processes. The two Governments have agreed on a work-plan which includes consultation to address transition with the aim of continued peace.



Common misunderstandings

Q: Some people think the BPA says the Referendum should be in 2015.

No. The BPA says it must be held *no less than 10 years and no more than 15 years* after the first ABG government house (which was 15 June 2010). This means it must be held at the sometime after 15 June 2015, but no later than 15 June 2020.

Q: Some people say the Referendum can be stopped if good governance is poor or weapons are still in the community.

No. The referendum must be held before 15 June 2020. Good governance and weapons disposal will be used to help decide the referendum date. However, poor governance and weapons in the community may affect whether people, governments and the international community think the Referendum was free and fair, or the result credible. Therefore it may affect the period after the Referendum.

The only way to stop the Referendum is a decision of the Autonomous Bougainville Government. The PNG Constitution says: *“The Referendum shall not be held where the Bougainville Government decides, in accordance with the Bougainville Constitution, after consultation with the National Government, that the Referendum shall not be held.”*

Q: Some people say a vote for independence means PNG must agree and Bougainville gets immediate independence.

No. The two Governments must consult about the results of the referendum.

Annex 5

Important decisions to make before the Referendum

The Referendum rules say the Autonomous Bougainville Government and National Government must agree on *who* will conduct the Referendum, *when* it will be, the *question* or *questions* and *who* can vote. The two governments have agreed on a workplan to help make these decisions, which includes consultation with the people of Bougainville.

1. Who will conduct the Referendum?

The two governments have agreed to create an independent agency to conduct the referendum. This agency should be created by the end of 2016, as the membership, structure and finance has not been finalised.

2. When?

The two governments have agreed on 15 June 2019 as a TARGET date for the Referendum. Because it is a target date, it may change. But having a target gives both governments something to aim for in planning and preparations. Weapons disposal and good governance will be used to help set the final date.

3. The question?

Therev may be one option, or more than one option for people to choose from. One option *must* be independence. (See next page for more)

4. Who can vote?

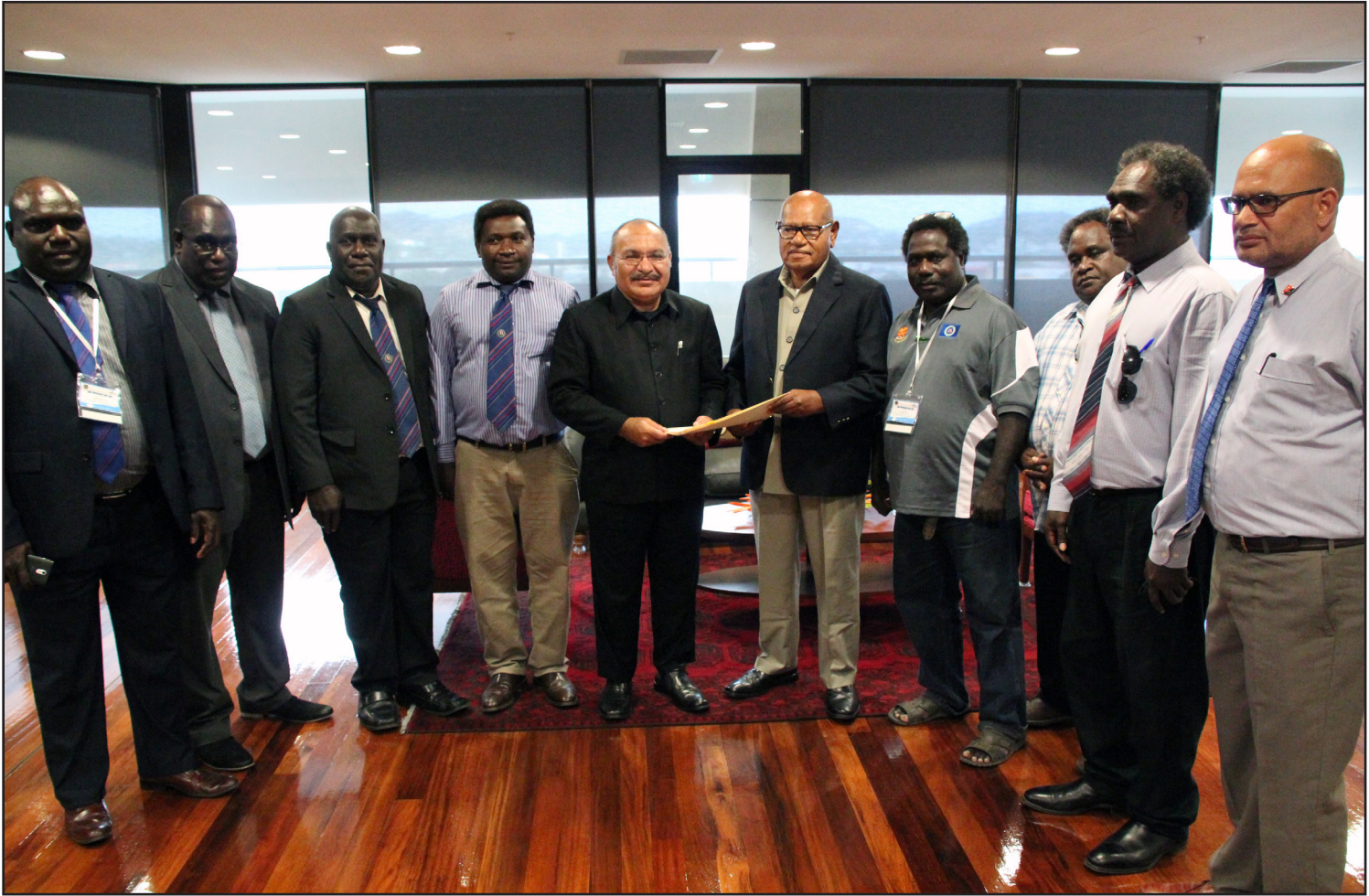
There are two groups of people who can vote in the Referendum:

- People who can vote for National Elections in Bougainville.
- Non-resident Bougainvilleans

The two governments must consult and agree on the process for Bougainvilleans outside Bougainville to take part in the Referendum.

Who is the Bougainville Referendum Communications Committee?

The Bougainville Referendum Communications Committee (BRCC) is the ABG’s whole-of-government approach to developing and disseminating official information on the BPA and Referendum, and undertaking community engagement. It is chaired by the Secretary, Department of Referendum, Peace and Veterans Affairs. The members are: Parliamentary Women’s Representative for South Bougainville, Bougainville Electoral Commissioner, the Chairs of the Parliamentary Select Committees for Media and Communications, and Referendum, Peace and Veterans Affairs, and the Bureau of Media and Communication. The BRCC has a Community Advisory Group to assist its work.



PNG Prime Minister Peter O'Neill & Bougainville President Chief Dr John Momis hold the endorsed Joint Supervisory Body resolution, 20 May 2016

BOUGAINVILLE PEACE AGREEMENT & REFERENDUM

INTRODUCTION

THIS FACT SHEET WAS CREATED BY THE BOUGAINVILLE REFERENDUM COMMUNICATIONS COMMITTEE, BASED ON THE JOINT KEY MESSAGES DOCUMENT APPROVED BY THE JOINT SUPERVISORY BODY, 20 MAY 2016.

It aims to provide a foundation for the initial stage of joint public awareness activites about the Referendum. Once preparations for the Referendum get under way, the content of awareness messages will need to change, to provide the necessary information about each stage of preparations.

The fact sheet is designed to answer frequently asked questions with brief, clear, neutral information summarising the Bougainville Peace Agreement (Part A)

and the laws as they relate to the referendum process (Part B). These messages will provide the basis for developing a range of communication materials intended to improve people’s understanding of the referendum process. These may include fact sheets, videos, training materials, media kits, advertising etc. More information about the laws related to the BPA and Referendum and this fact sheet can be downloaded at:

www.abg.gov.pg

or by contacting the Bougainville Referendum Communications Committee or Bureau of Media and Communications.

PART A

BOUGAINVILLE PEACE AGREEMENT

What is the Bougainville Peace Agreement?

The Bougainville Peace Agreement (BPA) is a joint agreement by the government of Papua New Guinea (PNG) and the leaders representing the people of Bougainville. It was signed in Arawa, Bougainville, 30th August 2001. It was created to end conflict between PNG and Bougainville, and between different groups in Bougainville. The idea behind the BPA was that the governments of Bougainville and PNG must work together to secure lasting peace for Bougainville through peaceful means. It is a ‘roadmap’ for Bougainville covering peacebuilding, security, governance and development.

The BPA was built on compromise. For example, the National Government did not want the result of a Bougainville referendum to be binding (where the outcome of the referendum is final), and Bougainville groups had many different views. Some of these views included:

- 1. Early Independence:** Earliest possible independence, following a referendum on the question within 3-5 years with a mandatory (binding) outcome
- 2. Autonomy and Deferred Referendum:** Immediate autonomy for Bougainville, and a referendum deferred long enough to conduct reconciliation/weapons disposal to avoid a return to conflict
- 3. Remain Part of PNG:** but with a high level of autonomy.



Who signed the BPA?

- 1. National Government** was represented in the Agreement by: Hon. Sir Mekere Morauta, KT MP (Prime Minister) and Hon. Moi Avei, Minister for Bougainville Affairs.
- 2. Bougainville** was represented by: Hon John Momis MP (Governor, Bougainville), Joseph Kabui (President, Bougainville), Hon M Ogio (MP for North Bougainville), Hon. M. Laimo (MP for South Bougainville), Hon. S. Akoitai, (MP for Central Bougainville), R. J. Banam (Chairman, Leitana Council of Elders), MR. G. Sinato (Deputy Governor, Bougainville Interim Provincial Government), MR. T Anis (Vice-President, Bougainville People’s Congress), MR. J. Tanis (Vice-President, Bougainville People’s Congress), Ishmael Toroama (Chief of Defence, Bougainville Revolutionary Army), Hilary Masiria (Chairman, Bougainville Resistance Forces), Mrs. Ruby Mirinka (Representative of Bougainville Women).
- 3. International Community** witnesses were from: the governments of New Zealand, Australia, Fiji, Vanuatu, and Solomon Islands, and the United Nations Observer Mission on Bougainville, and the Bougainville Peace Monitoring Group.

What are the BPA ‘three pillars’?

The three pillars of *autonomy*, *weapons disposal* and *referendum* are the building blocks of the BPA.



1. Autonomy

A change from provincial government status to one of greater decision-making, law-making and governance at the Bougainville level. Unlike a province in other parts of PNG, Bougainville has its own constitution, can establish its own institutions of government, hold elections for its government, make its own laws, establish its own Courts, Public Service and Police Service. Autonomy is supported by a funding arrangement from the National Government. A period of autonomy was meant to help resolve divisions and disagreement before a referendum was held, or contribute to a referendum outcome in favour of continued unity.

2. Weapons disposal

The BPA includes a plan for the disposal of weapons held by combatant groups in Bougainville. The weapons disposal plan is part of a wider process for demilitarization of Bougainville that required the withdrawal from Bougainville of all PNG security forces, and strong limitations on their future deployment to Bougainville. The aim was also to achieve reintegration and reconciliation of former combatants.



The weapons disposal plan involved three stages:

- 1. storage of weapons in single locked containers**
- 2. concentration of stored weapons in fewer and double locked containers, with one key held by the United Nations Observer Mission on Bougainville (UNOMB)**
- 3. destruction of the stored weapons.**

In July 2003, UNOMB certified that *stage two* of the plan was complete. In doing that the UNOMB acknowledged that not all weapons had been contained. In particular, Me’ekamui Defence Force weapons had not been included – because they weren’t signatories to the BPA.

In May 2005, the UNOMB declared that implementation of the weapons disposal plan in the BPA had been completed.

In 2013 the UN reported on weapons disposal to the Bougainville Referendum Committee (2013 UN Weapons Report) which was also endorsed by the JSB. The Report also noted a general:

... lack of awareness [in Bougainville] of the link between weapons disposal and the conduct of a referendum on the future political status of Bougainville. A broader understanding of this linkage could lead to broader popular support for completing the weapons disposal process in order to clear a path to a referendum.

The BPA says that the question of whether the weapons disposal plan under the BPA has been completed must be considered by the two governments when consulting about agreement on the date of the referendum. Quite apart from that aspect of weapons, either government will be free to raise questions about the presence of weapons that have not been disposed of according to the plan (for example, weapons held by the Me’ekamui Defence Force). But the BPA is clear that whatever the issue raised about weapons or anything else, the date for holding the Referendum cannot be delayed beyond June 2020.

At the same time, all Bougainvilleans need to be aware that the presence of weapons will be important when considering whether or not the conditions exist for a “free and fair” referendum, as is required by the BPA. If international observers

agree that the referendum is free and fair, then the result should be credible. Weapons disposal should also be important for ensuring there is a peaceful transition post-referendum.

At the ‘Consultations on Referendum’ at Tsiroge, November 2015, ex-combatant leaders:

‘committed themselves to complete weapons disposal as an internal Bougainville activity to strengthen good governance thus instilling confidence of the people in the institutions of government to protect their safety and welfare’.

The Me’ekamui Government of Unity has committed itself to participating in a weapons disposal process.

3. Referendum (see Part B for more detail)

The BPA guarantees a referendum, to be held in any case no earlier than mid-June 2015 and no later than mid-June 2020. The question or questions asked in the referendum must include a choice of Independence for Bougainville. The BPA contains some key rules about conduct of the Referendum, such as making determinations about good governance and weapons disposal in Bougainville before the two governments consult as part of the process on agreeing the actual date for the referendum (within the five year period June 2015 to June 2020).

What is good governance?

The BPA says *good governance* will be considered in setting the date of the referendum. But like *weapons disposal*, a lack of good governance cannot stop the referendum going ahead. The BPA does not define good governance, but the PNG Constitution refers to:

“... the internationally accepted standards of good governance, as they are applicable and implemented in the circumstances of Bougainville and Papua New Guinea as a whole, include democracy, the opportunity for participation by Bougainvilleans, transparency, accountability, and respect for human rights and the rule of law, including this Constitution.”

What about fiscal self-reliance for Bougainville?

Fiscal self-reliance is about Bougainville having enough money to look after itself. The government needs money to provide services like roads, health and education for its people. This money comes from collecting taxes and duties from people and business.

MISUNDERSTANDING

Some people say Bougainville must be ‘fiscally self-reliant’ for the referendum to be held (or for independence to be considered).

No. There is no requirement in the BPA or the Constitutional Laws for ‘fiscal self-reliance’ to be achieved before the referendum is held. However, fiscal self-reliance could be expected to be an important practical issue in considering whether Bougainville is ready for independence.



What happens to the BPA after June 2020 (the final possible date for the referendum)?

The BPA does not have an end or final date. Under the BPA and the Constitutional Law, the autonomy and other arrangements that they provide continue where no decision is made.

MISUNDERSTANDING

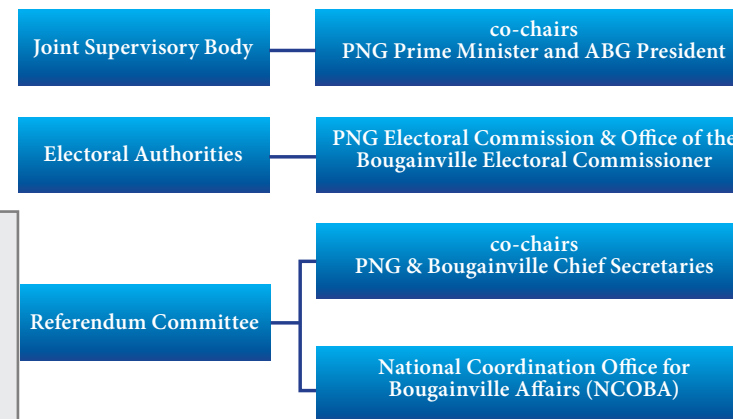
After the referendum result is known, if the two governments do not reach agreement about implementation of the result, by June 2020, the BPA and the PNG Constitutional Laws implementing the BPA will end.

This would mean:

1. **Bougainville’s autonomy status finishes**
2. **The immunity from prosecution for former combatants and other aspects of the BPA finishes**

There is nothing in the documents that says this. In fact, the existing constitutional arrangements for autonomy would continue, unless the two governments jointly agree to change them.

How do the two Governments work together to implement the BPA?



The Joint Supervisory Body (JSB) is a joint PNG-Bougainville institution to oversee implementation of the BPA. It is also a forum for the two governments to come together and resolve any disagreements. The JSB is co-chaired by the Prime Minister of PNG, and the President of Bougainville.

Does the BPA provide solutions to all the issues in Bougainville?

No, it does not. The people of Bougainville must continue to discuss the issues with their elected officials who will raise the issues with the ABG. The ABG will then consult with the PNG Government to address the issues.

What is a referendum?

A referendum is a vote by the people to decide on a single issue. It is a way to make decisions about very important issues. In Bougainville, the BPA calls for a referendum on, “Bougainville’s future political status”, to be held in any case, no later than June 2020, which is 15 years after the first sitting of the House of Bougainville Representatives.

A referendum is like an election, but instead of voting for a person/candidate/party, people choose an ‘option’. That option or options will be on a ballot paper. People will choose the option they want by marking that option on the paper.

Holding a free and fair referendum is not easy. Referendums can cause conflict, especially where there are already ethnic, religious, or other kinds of differences between people. One danger is that the result can leave the ‘losing side’ feeling like the outcome causes them serious disadvantage. In the past 25 years, violent conflict has occurred after independence referendums – for example in East Timor and South Sudan.

PART B BOUGAINVILLE REFERENDUM

Having clear arrangements for the Referendum, with people understanding these arrangements will help avoid conflict. Clear arrangements help planning for and managing the Referendum. They make sure everything possible is done to ensure arrangements work as intended, problems are anticipated and contingencies are provided for.

In preparing for the Bougainville Referendum, it will be important to consider both the advantages and disadvantages that can flow from the referendum, learn from experience of other countries, and do everything possible to minimise the chance of serious problems occurring during the referendum and afterwards.

What are the main features of the Bougainville referendum?

Like an election, the Bougainville referendum will have:

a. A ballot paper with options to vote for

These options *must* be jointly agreed to by both Governments after consultation. One option *must* be *independence* for Bougainville.

b. A roll of persons eligible to vote

There are two groups of people allowed to vote in the referendum.

1. People who can vote for National Elections in Bougainville.
2. “Non-resident Bougainvilleans”. The two governments must consult and agree on the links to Bougainville that non-resident Bougainvilleans must have to be enrolled to vote, and they must agree on those issues before setting the date for the referendum.

c. An agency responsible for conducting the referendum

The two governments have agreed in principle on establishing an *independent administrative agency* to conduct the referendum. This Agency is expected to be established by the end of 2016.

What legal documents govern the referendum?

The rules for the Bougainville Referendum are in four legal documents:

- 1. *Bougainville Peace Agreement*
- 2. *Papua New Guinea Constitution*
- 3. *Bougainville Constitution*
- 4. *Organic Law on Peace-Building in Bougainville – Autonomous Bougainville Government and Bougainville Referendum*

The key points are in the PNG Constitution (sections 338-343), but together, these documents map out the process for before, during and after the Referendum. This process, like the Bougainville Peace Agreement, relies on negotiation and the two governments reaching a joint understanding.

The rules say that the Bougainville and National Governments must agree on who will conduct the referendum, the date, the question and who can vote. The two governments are currently discussing these issues and there will be also consultation and engagement with the people of Bougainville.

When will the referendum be?

The referendum *must* be held no later than the 15th anniversary of the establishing of the Autonomous Bougainville Government – which is 15 June 2020. Both the Bougainville and National Governments must consult to agree on the actual date for the referendum, no earlier than the 10th and no later than the 15th anniversary.

A number of steps must be taken before the date can be finally decided. In the meantime, the technical teams of the two governments have agreed on 15 June 2019 as a target date for the conduct of the Referendum. *Importantly, this date may change*, however the aim of the target date is to help start planning for the Referendum and it shows the commitment of both governments to begin preparations. The two governments have also agreed on a work-plan containing the main activities that need to be carried out to confirm the date and to prepare for the conduct of the referendum.

MISUNDERSTANDING

The BPA requires the referendum be held in 2015.

This is not true. It must be held in the five-year window beginning June 2015, ending June 2020. The only way to stop the referendum being held is by a decision of the Autonomous Bougainville Government. The PNG *Constitution* says: *The Referendum shall not be held where the Bougainville Government decides, in accordance with the Bougainville Constitution, after consultation with the National Government, that the Referendum shall not be held.*

MISUNDERSTANDING

Can the referendum be stopped if good governance is poor or weapons are still in the community?

No. The referendum *must* be held by (no later) than June 2020. The level of good governance and weapons disposal in Bougainville will be used to help decide the referendum date. However, the level of good governance and presence of weapons may affect how credible, free or fair the referendum result is seen the eyes of the people and government of Bougainville, the national government, and the international community.

What will the referendum ‘Question or Questions’ Say?

The PNG Constitution says the question or questions the referendum will ask people *must* be jointly agreed by both the Bougainville and National Governments after consultation. The question or questions *must* include a choice of ‘*separate independence for Bougainville*’. So there could be just one question, asking whether voters support independence, “yes” or “No”. Or if the governments agree, the question or questions could include a choice from two or more options. The question or questions must be presented in a way that avoids a dispute or an unclear result.

If it were to be decided to include options, here are some that *might* be considered:

- 1. **Continue the current autonomy arrangements**
- 2. **a level of autonomy greater than under the current arrangements;**
- 3. **free association with PNG;**
- 4. **independence to be gradually attained over a period of years;**
- 5. **immediate independence, if there is sufficient capacity in Bougainville and if agreed by the National Government;**
- 6. **deferring a decision on independence until after another referendum is held.**
- 7. **Other options.**

But including multiple options could make it difficult to get a clear result, and could cause confusion for voters. These are amongst the issues that the two governments will need to consider when making decisions about the question or questions to be asked.

The agreed work-plan includes research and consultation to assist in determining the question or questions to be asked.

What will happen to those people who do not take part in the referendum?

There is no law or punishment for people who do not take part in Referendum. However, the result of the Referendum will affect voters and non-voters alike.

Is the outcome binding on the governments?

The BPA and the Constitution do not say what happens after the referendum result is known. It leaves it up to the two governments to consult together, and decide what happens next. The international community will continue to be involved, including providing international observers. After the governments consult, if they agree, the results can be referred to the National Parliament.

The two governments will have a moral responsibility to agree on peaceful resolution to the issues related to the BPA. The governments have also engaged

through a jointly agreed work-plan that has identified activities to ensure that the referendum is peaceful and the outcome is accepted, and that there is a peaceful end to the process.

There is no mention of the required number of votes for the question(s) to pass, or of the number of people who voted required in relation to the ratification or an outcome.

What will happen after Referendum vote?

Only if the two governments agree, the result of the referendum will be tabled in the National Parliament. The BPA and the PNG Constitution do not require the PNG Parliament to make a decision on the results, or otherwise decide what to do within a specified time. If there is a decision made that the ABG disagrees with, it can be dealt with through the dispute resolution process in the BPA.

MISUNDERSTANDING

A vote for independence requires PNG to implement the outcome, and Bougainville then having an immediate right to independence.

This is not true. The two governments must consult about the results of the referendum.

Transition

The documents do not say anything about transition from current political arrangements to any new arrangements following the referendum or any decision on the referendum. All such matters are left to consultative and political processes. The two governments have agreed on a work-plan which includes consultation to address these issues.

