



REQUEST FOR QUOTATION (RFQ) (Services)

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|------------------------|--|
| NAME & ADDRESS OF FIRM | DATE: February 27, 2015 |
| | REFERENCE: Expansion and Improved Management Effectiveness of the Ajara Region's Protected Areas #00088000 |

We kindly request you to submit your quotation for **Delimitation and Demarcation of the Boundaries of Machakhela National Park and Preparation of Documentation for Land Registration**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Hard copies of quotations in sealed and stamped envelope may be submitted on or before 18:00hrs March 19, 2015 via courier mail to the address below:

United Nations Development Programme
UN House, 9 Eristavi Street
Tbilisi 0179, Georgia
Contact Person: Irakli Goradze, Project Manager
irakli.goradze@undp.org
Mob: 577 454 882

Box marked
“RFQ-Expansion and Improved Management Effectiveness of the Ajara Region's Protected Areas”

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.

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| Exact Address/es of Delivery Location/s (identify all, if multiple) | Machakhela National Park - Ajara Autonomous Republic (with undefined space of 8,733 ha; approximate perimeter of 168 km, including 28 km running in with the state border). |
| Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP) | According to Delivery schedule- project expected implemented within 5 months from the date of signature of the contract. |
| Delivery Schedule | <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required |
| Preferred Currency of Quotation | <input checked="" type="checkbox"/> Local Currency : GEL |
| Value Added Tax on Price Quotation ¹ | <input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes |
| Deadline for the Submission of Quotation | COB, <i>Thursday, March 19, 2015</i> |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others |
| Documents to be submitted | <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Profile of the company, capability, experience and qualification <input checked="" type="checkbox"/> Business licenses(Attached as annexes)-An Extract from the Public Registry ; <input checked="" type="checkbox"/> Reference from Revenue Service on no debt toward budgets; <input checked="" type="checkbox"/> Detailed Bank Requisites; <input checked="" type="checkbox"/> Track record – experience in provision of demarcation and delimitation service; <input type="checkbox"/> Others [pls. specify as many as required] |

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| <p>Period of Validity of Quotes starting the Submission Date</p> | <p><input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days</p> <p>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 in writing, without any modification whatsoever on the Quotation</p> |
| <p>Partial Quotes</p> | <p><input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</p> |
| <p>Payment Terms</p> | <p><input checked="" type="checkbox"/> Upon completion of deliverables (1, 2, 3, 4) please see attached schedule in annex 1. Payment will be made in GEL according to the UN Official Rate of Exchange at the date of payment. <input type="checkbox"/> Others <i>[pls. specify]</i></p> |
| <p>Evaluation Criteria</p> | <p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions Institutional Contract <input checked="" type="checkbox"/> Track record of similar scale, size and type projects implemented</p> |
| <p>UNDP will award to:</p> | <p><input checked="" type="checkbox"/> One and only one supplier</p> |
| <p>Type of Contract to be Signed</p> | <p><input type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement² (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input checked="" type="checkbox"/> Other Type/s Contract- Institutional contract</p> |
| <p>Special conditions of Contract</p> | <p><input checked="" type="checkbox"/> The final installment of the Institutional Contract will be released upon completion of all deliverables according to Terms of Reference (ToR) and upon verification and approving the provided service at the end by UNDP and APA (Agency of Protected Areas) authorized representatives with <i>the Act of Acceptance</i> signed by all three representatives. <input checked="" type="checkbox"/> Service should be provided within 5 months period since entering into effect of the contract with the service provider.</p> |
| <p>Conditions for Release of Payment</p> | <p><input checked="" type="checkbox"/> Written Acceptance of Professional services based on full compliance with RFQ requirements. <input checked="" type="checkbox"/> According to the deliverable schedule attached as Annex 1.</p> |

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| Annexes to this RFQ | <input checked="" type="checkbox"/> Description of the services(Deliverables) Terms of Reference (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). <input checked="" type="checkbox"/> Qualification information Form (Annex 4) <input checked="" type="checkbox"/> 23 June 2014 Resolution #414 of the Government of Georgia on Endorsing Rule for Implementation of Demarcation of Boundaries of Protected Areas.(GEO, ENG versions) (Annex 5) <input checked="" type="checkbox"/> Description of the services(Deliverables) Terms of Reference in GEO (Annex 6) |
| Contact Person for Inquiries | <p>Irakli Goradze Project Manager Irakli.goradze@undp.org Mob: 577 454 882</p> <p>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.</p> |
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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.

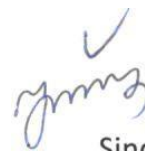
UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

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 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/procurement/protest.shtml>

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,

Irakli Goradze
Project Manager
February 27, 2015

Description of Services

Terms of Reference

Delimitation and Demarcation of the Boundaries of Machakhela National Park and Preparation of Documentation for Land Registration

1. Procurement Item: Services for delimitation and demarcation of the boundaries of Machakhela National Park (with undefined space of 8,733 ha; approximate perimeter of 168 km, including 28 km running in with the state border) and preparation of documentation for land registration.

The assignment should be completed in compliance with the **23 June 2014 Resolution #414 of the Government of Georgia** on Endorsing Rule for Implementation of Demarcation of Boundaries of Protected Areas; for the purposes of the present Terms of Reference (ToR), the technical requirements for cadastre description should meet the standards for cadastre documentation determined under the Instruction on Public Registry endorsed by the 15 January 2010 Order #4 of the Minister of Justice of Georgia on Endorsing Instruction on Public Registry.

Service provider shall:

- Complete assignment set forth in the present ToR no later than within the five-month period;
- At the initial stage, carry out activities set forth in the Articles 3 and 4 of the 23 June 2014 Resolution #414 of the Government of Georgia (**Preliminary Work and Delimitation**) in cooperation with the Agency of Protected Areas (APA).
- Agency of Protected Areas (**APA**) will provide plans, 1:50000 scale topographic maps, the boundaries of Machakhela National Park GIS Shapefile format to the service provider company. The service provider itself provides other materials set forth in the **Article 3 of the Resolution #414**, present to the customer, as well as to APA the hard and digital copies of an interim map determined under the Article 4 of the Resolution #414 and prepared on the topographic and orthophoto-basis, once the activities set forth in the **Articles 3 and 4 of the Resolution #414** are completed.
- Coordinate with APA the interim boundaries of the protected area, prior to commencement of the activities set forth in the Article 5 of the Resolution #414 of 23 June 2014 (**Field Measurements**).
- Cooperate with local self-governing bodies, local population, municipalities, administration of Machakhela NP, APA and other interested parties when carrying out the activities set forth in the Article 5 of the **Resolution #414 of 23 June 2014 (Field Measurements)**; **present final map (paper and digital copies) reflecting difference between the interim and on-site measured boundaries**, and coordinate the final boundaries with APA, once the activities set forth in the Article 5 of the Resolution #414 of 23 June 2014 are completed.
- Along with the materials set forth in the Articles 6 and 7 of the **Resolution #414 of 23 June 2014 (Office Work and Preparation of Cadastre Documentation)**, present the 1:50,000-scale vector

topographic data in the GIS Shapefile format, relief, isolines, altitudes, mountains, tunnels, mountain passes, hydrography, settlements, motor- and railroads, plant formation (forest, underwood, gardens), digital model of relief, administrative boundaries of Machakhela NP and adjacent area as determined by the present ToR; as well as present the cadastre measuring sketches of the protected areas along with the **cadastre measuring sketches of the areas to be struck off**.

- Not render the services set forth in the Article 8 of the 23 June 2014 Resolution #414 (Boundary Marking); the service provider shall only suggest the grids for **geographical location of demarcation poles, as well as highlight the priority locations where demarcation poles should be installed first of all** (such as boundary turn points, where boundary is hard to be recognized due to the physical characteristics of the area, as well as points adjacent to the settlements).
- Rectify all kinds of errors that may become apparent during the process of registration of the defined PA boundaries.
- **Present three paper (laminated or depreciation-resistant paper) and three digital copies of the final topographic map (broad, as well as per municipality) no less than at a scale 1:25,000 reflecting coordinate net**, once the PA registration documents are prepared. **The copies should be certified by the service provider.**

N.B. Annex: 23 June 2014 Resolution #414 of the Government of Georgia on Endorsing Rule for Implementation of Demarcation of Boundaries of Protected Areas.

2. Term and Conditions for Rendering Services

- 2.1 The services should be rendered no later than 5 months after entering into agreement.
- 2.2 Service location: Machakhela National Park (with undefined space of 8,733 ha; approximate perimeter of 168 km, including 28 km running in with the state border).
- 2.3 A service provider shall present paper (laminated or depreciation-resistant paper) and digital copies of complete registration documentation, as well as of the final topographic map (broad, as well as per municipality) no less than at a scale 1:25,000 reflecting coordinate net.
- 2.4 A service provider shall, upon request, rectify, at its own expenses and within reasonable time-period, any kind of errors that may become apparent during the process of registration of the defined boundaries.

3. Additional Requirements

- 3.1 A tender proposal, as well as all related communication and paperwork between a Customer and an Applicant should be presented in **English**.
- 3.2 An applicant shall submit only one tender proposal.
- 3.3 Total expenditures and unit prices provided in tender proposal should reflect all kinds of expenses, including transportation costs, as well as taxes and duties (**excluding VAT**) as the United Nation is exempt from taxes.

3.4 Total expenditures and unit prices in tender proposal should be provided in Georgian National Currency – Lari (GEL).

3.5 Service provider is responsible for the quality of the services rendered and shall reimburse all kinds of loss and damage incurred by its own fault (action or failure to act).

Deliverables:

1. **Interim Map** drawn in coordination with APA and as a result of preliminary work and delimitation as defined under the Articles 3 and 4 of the 23 June 2014 Resolution #414 of the Government of Georgia;
2. **Final Map** of Machakhela NP boundaries (paper and digital copies) drawn in coordination with APA and on the basis of field measurements as defined under the Article 5 of the 23 June 2014 Resolution #414 of the Government of Georgia;
3. **Cadastre Measuring Sketches** of PA and of the areas to be struck off prepared as a result of activities carried out in compliance with Articles 6 and 7 of the Resolution #414 of 23 June 2014; as well as **vector topographic data** and **information on grids** for geographical location of demarcation poles. All these sketches should be verified by the service provider company. Measuring sketches should be presented in CD disc on **shp** files.
4. **Three paper (laminated or depreciation-resistant paper) and three digital copies of the final topographic map** (broad, as well as per municipality) no less than at a scale 1:25,000 reflecting coordinate net. The copies should be certified by the service provider.

| Quantity | Deliverables | Latest Delivery period after signing of the contract |
|----------|---|--|
| 1 | Interim Map drawn in coordination with APA and as a result of preliminary work and delimitation as defined under the Articles 3 and 4 of the 23 June 2014 Resolution #414 of the Government of Georgia; | 2 ½ Month period |
| 2 | Final Map of Machakhela NP boundaries (paper and digital copies) drawn in coordination with APA and on the basis of field measurements as defined under the Article 5 of the 23 June 2014 Resolution #414 of the Government of Georgia; | 3 ½ Months period |
| 3 | Cadastre Measuring Sketches of PA and of the areas to be struck off prepared as a result of activities carried out in compliance with Articles 6 and 7 of the Resolution #414 of 23 June 2014; as well as vector topographic data and information on coordinates for geographical location of demarcation pillars. | 4 ½ months period |

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| 4 | Three paper (laminated or depreciation-resistant paper) and three digital copies of the final topographic map (broad, as well as per municipality) no less than at a scale 1:25,000 reflecting coordinate net. The copies should be certified by the service provider. | 5 months |
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Annex 2

FORM FOR SUBMITTING Service provider's QUOTATION³

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁴)

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 Services Compliant with Technical Specifications and Requirements

| Item No. | Description/Specification of Services | Quantity | Latest Delivery Date | Unit Price | Total Price per Item |
|----------|---|----------|----------------------|------------|----------------------|
| 1. | Interim Map drawn in coordination with APA and as a result of preliminary work and delimitation as defined under the Articles 3 and 4 of the 23 June 2014 Resolution #414 of the Government of Georgia; | 1 | | | |
| 2 | Final Map of Machakhela NP boundaries (paper and digital copies) drawn in coordination with APA and on the basis of field measurements as defined under the Article 5 of the 23 June 2014 Resolution #414 of the Government of Georgia; | 1 | | | |
| 3 | Cadastre Measuring Sketches of PA and of the areas to be struck off prepared as a result of activities carried out in compliance with Articles 6 and 7 of the Resolution #414 of 23 June 2014; as well as vector topographic data and information on coordinates for geographical location of demarcation pillars. | 1 | | | |
| 4 | Three paper (laminated or depreciation-resistant paper) and three digital copies of the final topographic map (broad, as well as per municipality) no less than at a scale 1:25,000 reflecting coordinate net. The | 1 | | | |

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| | copies should be certified by the service provider. | | | | |
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| | Total Prices of Service⁵ | | | | |
| | Add : Cost of Transportation | | | | |
| | Add : Cost of Insurance | | | | |
| | Add : Other Charges (pls. specify) | | | | |
| | Total Final and All-Inclusive Price Quotation | | | | |

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

| Other Information pertaining to our Quotation are as follows : | Your Responses | | | |
|--|--|----------------------------|-----------------------------|---|
| | | <i>Yes, we will comply</i> | <i>No, we cannot comply</i> | <i>If you cannot comply, pls. indicate counter proposal</i> |
| Validity of Quotation | 90 days | | | |
| Compliance with the Special Conditions | Final payment due upon verifying and approving by UNDP and APA representatives following by signed Act of Acceptance by all three sides authorized UNDP staff, APA and service provider! | | | |
| Compliance with delivery terms | The service should be provided within 5 month from the signature of the Institutional contract! | | | |
| All Provisions of the UNDP General Terms and Conditions | As per Annex 3 | | | |

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 : Qualification Information -საკვალიფიკაციო ინფორმაცია
List of the Performed Projects

| Description of works განხორციელებულ სამუშაოთა ჩამონათვალი | Name of Employer დამკვეთის დასახელება | Contract amount საკონტრაქტო თანხა | Period of implementation შესრულების პერიოდი | Employer's Contact person დამკვეთის საკონტაქტო პირი |
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| Deliverables | April | May | June | July | August |
|---|-------|-----|------|------|--------|
| Interim Map drawn in coordination with APA and as a result of preliminary work and delimitation as defined under the Articles 3 and 4 of the 23 June 2014 Resolution #414 of the Government of Georgia. | | | | | |
| Final Map of Machakhela NP boundaries (paper and digital copies) drawn in coordination with APA and on the basis of field measurements as defined under the Article 5 of the 23 June 2014 Resolution #414 of the Government of Georgia. | | | | | |
| Cadastre Measuring Sketches of PA and of the areas to be struck off prepared as a result of activities carried out in compliance with Articles 6 and 7 of the Resolution #414 of 23 June 2014; as well as vector topographic data and information on grids for geographical location of demarcation poles. All these sketches should be verified by the service provider company. Measuring sketches should be presented in CD disc on shp files. | | | | | |
| Three paper (laminated or depreciation-resistant paper) and three digital copies of the final topographic map (broad, as well as per municipality) no less than at a scale 1:25,000 reflecting coordinate net. The copies should be certified by the service provider. | | | | | |

Work plan of planned activities

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]

