



International Labour Organization

Request for Proposal (RFP)
N° 60/2014

Provision of Internet Services to ILO DILI Office

07 July 2014



Dear Sir/Madam,

On behalf of the International Labour Organization (hereinafter the “ILO”), I would like to invite your company to submit a proposal for the provision of internet services as described in the Terms of Reference (TOR) attached as Annex I and the draft Service Contract (including the Terms and Conditions applicable to ILO Contracts for Services) attached as Annex II. The services relate to the provision of internet services (hereinafter the “Services”) to the ILO Office in Dili, Timor-Leste. This solicitation letter together with its Annexes listed below form an integral part of the present Request for Proposal (RFP). To ensure competition, all interested bidders will receive the same RFP documentation.

In your proposal, it is essential that you strictly comply with the RFP, particularly, the attached Terms of Reference and the Terms and Conditions applicable to ILO Contracts for Services.

You may submit an offer to the ILO provided your organization is qualified, able and willing to perform the Services specified in the RFP. Participation in this RFP indicates acceptance of the terms and conditions provided. Failure to comply with the provisions of this RFP and its Annexes may render a proposal ineligible for consideration. Please note that your offer must include the Questionnaire for Internet Service Providers (Annex IV), the Commercial Submission Form (Annex V) and a signed copy of the Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure (Annex III).

1. Bidding Conditions

1.1 Language of the Bid, Currency Quotation of the Bid

- 1.1.1 The proposal shall be submitted in English. It shall be dated and signed by the organization’s legal representative and bear the official organization stamp.
- 1.1.2 Prices in the commercial proposal shall be quoted in **US Dollar**.
- 1.1.3 A proposal containing hidden costs is liable to immediate rejection. Where a contract is executed prior to the detection of hidden costs in the proposal selected, the ILO will unilaterally suspend the contract and payments due there under, immediately upon the detection of hidden costs. Notification of such suspension will be made by registered mail or direct delivery against signed receipt.

1.2 Clarification of RFP document

- 1.2.1 A prospective Bidder requiring any clarification of the RFP document may notify the ILO in writing at **luisa@ilo.org and cc lita@ilo.org**. **The ILO will strive to respond in writing via e-mail to any requests for clarification received by Close of Business on Monday, 14 July 2014**. Written copies of the organization’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders. Queries should be sent to ILO/PROCUREMENT via e-mail only.

1.3 Validity Period of the Bid and Contract Duration

- 1.3.1 A proposal must be in the form of a firm offer, valid at least ninety (90) calendar days after the closing date stipulated in this RFP.



- 1.3.2 The ILO reserves the right to extend the period of validity of proposals, and to modify or exclude any of the terms of this RFP at its sole discretion. In this event, a Bidder may agree to maintain the terms of the original proposal.
- 1.3.3 The contract duration will be **approximately 19 (Nineteen) months (from estimated 01 August 2014 to 29 February 2016)**. The Contractor's rates will remain firm for a period of 12 (Twelve) months. After 12 (Twelve) months, the rates stated in the Contractor's Bid shall not be increased above the general Consumer Price Index in Timor-Leste.
- 1.3.4 The ILO reserves the right to renegotiate the bandwidth requirements indicated in the TOR (Annex I) during the contract implementation.

1.4 Right of Accepting or Rejecting a Proposal

- 1.4.1 This RFP contains no contractual offer of any kind. Any proposal submitted shall be regarded simply as an offer and not as acceptance to an offer made by the ILO. Hence and in accordance with standard practice, the ILO reserves the right to accept or reject any proposal prior to the award of contract. It also reserves the right to:
- (a) Negotiate with any of the bidders or other organization/public service provider/individual in any manner deemed appropriate in the best interest of the ILO; and to
 - (b) Negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate in its sole discretion.

2. Bidding Procedures

- 2.1 One original, signed by the company's legal representative and bearing the official company stamp, and two copies of the proposal, shall be submitted in an outer and two inner sealed envelopes, as detailed under clauses 2.2 and 2.3 below. The outer envelope shall be addressed to: **ILO Dili Office, UN House 1 Caicoli Street, Dili Timor-Leste**
Reference: RFP No 60/2014 Provision of Internet Service to ILO Dili Office

Each of the two inner envelopes shall be sealed and indicate the name and address of the Bidder. The first inner envelope shall contain the Bidder's Technical Proposal and be clearly marked "RFP N° 60/2014 Technical Proposal". The second inner envelope shall contain the Bidder's Commercial Proposal and be clearly marked "RFP N° 60/2014 Commercial Proposal". Any and all financial information shall be included only in the Commercial Proposal, which shall be prepared using the Commercial Proposal Form attached as Annex V to this letter. No financial proposal, quotes or other related financial information should appear in the Technical Proposal.

Note: If the inner envelopes are not sealed and marked as per the instructions in this clause, the ILO will not assume responsibility for the proposal's misplacement or premature opening.



- 2.2 For the purpose of identification, you are required to cut out and stick the label set out below on the envelope or package:

International Labour Office
UN House
1 Caicoli Street
Dili, Timor Leste

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- 2.3 **Proposals sent by fax or e-mail are not admissible.** The ILO reserves the right to reject any proposal that is not submitted in the prescribed manner.
- 2.4 The envelope/package containing the original and two copies of the proposal **must reach the ILO Dili Office before 17:00 hours (Dili time) on Tuesday, 29 July 2014.** It is the exclusive responsibility of the Bidder that the sealed envelope/package reaches the above address before the closing date of this RFP. No excuses or extenuating circumstances will be accepted. Any proposal received after the official closing time and date will be rejected and will be returned unopened to sender.

3. Submission Requirements

- 3.1 Bidders must respond to all ILO technical requirements. Partial offers will be rejected.
- 3.2 The bids will be evaluated against the following criteria:

Compliance with the technical requirements indicated in the TOR (<u>Annex I</u>)
Company's past experience and references for the provision of similar services
Price

3.3 **The following documents must be enclosed to the Proposal¹:**

- 1. Short introduction of the company: company's size and staff profile; organizational chart; past experience; name, CV and contact details of the Bidder's staff responsible for the tender. The company's required minimum experience in the provision of similar services in Timor-Leste is 1 (One) year;**
- 2. References: please provide at least three references for similar types of services provided by the company in Timor-Leste, preferably to UN agencies (please provide names, phone number and e-mails of references);**
- 3. Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure (**Annex III**);**
- 4. Questionnaire for Internet Service Providers (**Annex IV**);**
- 5. Commercial Submission Form (**Annex V**).**

¹ The documents listed under points 1 to 4 should be submitted with the Technical Proposal. The document indicated under point 5 should be submitted with the Commercial Proposal.



You will be informed in due course of time whether your proposal has been selected. The ILO however is not obliged to provide explanations or reasons for its selection.

We would be grateful to receive an e-mail acknowledging receipt of this invitation indicating whether you intend to submit a proposal or not.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Lita Octavia', written in a cursive style.

Lita Octavia

Lead Buyer RFP N° 60/2014
ILO / PROCUREMENT

Enclosed:

- Annex I: Terms of Reference**
- Annex II: Draft Service Contract and Terms and Conditions applicable to ILO Contracts for Services**
- Annex III: Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure**
- Annex IV: Questionnaire for Internet Service Providers**
- Annex V: Commercial Submission Form**



ANNEX I
TERMS OF REFERENCE

Provision of Internet Services to ILO Office in Dili

Objectives

The present Terms of Reference aim to provide a framework for full TCP/IP Internet Service Provision for the ILO Office in Dili. The service is expected to be **highly stable and reliable**, with overall uptime of **not less than 99%**.

Background

The ILO Office is located in International Labour Organization UN House, HQ Obrigado Barracks Caicoli Street Dili, Timor-Leste, currently has around 12 end users; connected through an inter-office LAN. Additionally, at the office we have a web server hosting several web sites. Internet connection might also be used for VoIP communication and videoconferences.

Technical Requirements

1. Internet service should not have additional payment or limitation by (1) traffic amount or (2) time.
2. To connect our office to the provider central, the following options are acceptable (indicated in order of preference): (i) Fibre optic; (ii) Copper (DSL or cable); (iii) Cellular (LTE or WiMAX) / Radio link; (iv) Satellite. In any case, the demarcation point is in the ILO Office, as an RJ-45 Ethernet port on the ILO firewall with IP Layer 3 termination.
3. For the connection of the provider central to the Internet, the following options are acceptable (indicated in order of preference): (i) Fibre optic; (ii) Copper; (iii) Cellular / Radio link; (iv) Satellite.
4. The provided bandwidth must be dedicated (CIR=1:1), can be symmetric or asymmetric, but the minimal guaranteed bandwidth should be **2Mbps** for downstream and **2Mbps** for upstream.
5. Provide at least 16 static (255.255.255.240 netmask) public IPv4 addresses for internet connectivity, where 13 are available to the ILO.
1. During the contract duration, the Provider must be able to²:
 - o Upgrade the line in 1 Mbps/1 Mbps.
 - o Provide a secondary IP address set or secondary line with 1 Mbps /1 Mbps of bandwidth.
2. Tier 2 peering with Tier 1 ISPs are required (http://en.wikipedia.org/wiki/Tier_2_network).
3. Provider must **not** use Intermediate Proxies and Transparent proxies as they will interfere with ILO ERP services.
4. No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection; no mandatory proxy servers.

² These two extra options (fees and implications) should be added in the bidding process.



5. Provider must **not** use Throttling as this could interfere with our services. (in the past it has disrupted our email services).
6. Provider can either implement QoS or not. However, in case it does, then the provider should note that the following (TCP) ports are priority ports for the ILO and must have the highest priority:
 - All traffic to one specific static IP address (used for Videoconferencing)
 - Port 5900/tcp (used for remote control)
 - Ports 1677/tcp, 271/tcp, 272/tcp (used for GroupWise)
 - Port 33/tcp (used for remote management)
 - Port 554/udp (video streaming)
 - Ports 4444/tcp & 4445/tcp (used for ERP)

The following options are acceptable (indicated in order of preference): (i) Provider implements QoS and the ports listed above have the highest priority; (ii) Provider does not implement QoS; (iii) Provider implements QoS and the ports listed above do not have the highest priority.
7. The Internet Service Provider should note that the route to ILO Headquarters has to have a maximum number of 18 Hops (*router1.ilo.org, router2.ilo.org*). Please provide the detailed traceroute as annex to your bid.
8. In case of incident, the Provider must guarantee initial diagnostics within the first 4 hours.
9. In case of incident, the Provider must guarantee full resolution within the first 24 hours.
10. Data confidentiality guarantee: the Provider may not scan traffic (unless this is done for finding problems in the network for which a prior ILO agreement must be obtained).
11. Service reliability must be ensured. Overall uptime should not be less than 99%. If this means installation of a failover line (e.g. radio or DSL), this has to be made part of the bid.
12. ITIL compliant Providers will be preferred.
13. ISO certified Providers will be preferred.
14. The Provider **must** be present in the country for at least **1 (one) year**.
15. The Provider **must** indicate at least three references (please provide names, phone number and e-mails of references) for the provision of similar services in the country, preferably to organizations of the UN system.
16. The Provider **must** provide a list of the equipment provided for the installation in the ILO Office, along with space, environment and power requirements.

Additional Notes

- The provider must have 24 hours a day, 7 days a week and 365 days coverage for technical assistance and/or helpdesk facilities. Under the normal circumstances all problems should be resolved within maximum 24 hours after the notification from ILO received. The provider is also responsible for contacting designated ILO network specialist(s) for both scheduled and un-scheduled downtime.
- Bidders are required to describe what alternate routing or fallback arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become non-operational. Alternate routing or fallback arrangements must meet the standards and requirements set out herein.
- The selected provider must provide a web interface facility for ILO to retrieve real time and historical information on network performance, utilization and usage analysis.
- ILO may wish to visit the vendor's Network Operations Centre.



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- The secondary IP address set or secondary line and additional bandwidth options are to be used in case that the office requires more bandwidth within the duration of the contract. Our intention is **not** to implement redundancy for load balance or failover, eg. if the ILO office takes the option of a secondary line, only one router for both lines would be perfectly acceptable. The objective is, if required, to allow the ILO office to grow the bandwidth during the contract period.

We are aware that if the ILO office takes one of these options the recurrent fee would rise and an additional investment might be required, however the installation/upgrade shall not take more than 5 working days.

Implementation Timeline

All installation works should be accomplished and connection launched on the date(s) specified in the Contract.



ANNEX II

SERVICE CONTRACT

no.:

(fill in the commitment number preceded by the year)
between

THE INTERNATIONAL LABOUR ORGANIZATION
represented by the International Labour Office

and

.....
with its registered office located at
(fill in town and street address, not only a Post Box number)

The International Labour Office (hereinafter referred to as “the ILO”) intends that certain work and/or services in connection with RFP N° [Click here to insert number](#) for the provision of internet services to ILO CO [Click here to insert city](#) be contracted out and (hereinafter referred to as “the Contractor”) has accepted to execute such work and/or services.

Therefore, the ILO and the Contractor (referred to individually as a “Party” and together as the “Parties”) hereby agree as follows:

1. WORK TO BE PERFORMED

1.1 The Contractor shall provide the services as described in the Terms of Reference (TOR) attached as **Annex 2** and hereinafter called the “Services”.

1.2 The Contractor shall exercise all reasonable skill, care and diligence in the performance of the Services.

2. DETAILS OF WORK IMPLEMENTATION

2.1 The present Contract shall become effective upon its signature by both Parties and shall expire upon fulfilment by the Parties of their respective obligations or otherwise in accordance with the provisions herein.

2.2 The provision of the Services referred to in sub-clause 1.1 shall start on [Click here to insert date](#) and be completed by [Click here to insert date](#).

2.3 Without prejudice to Section 10 of the Terms and Conditions applicable to ILO Contracts for Services in **Annex 1**, each Party may terminate the Contract by sending an advance written notice of **3 (Three)** months to the other Party.

2.4 The place of performance of the Services shall be the ILO Office in Dili, Timor-Leste.

2.5 The Contractor is entirely responsible for obtaining all necessary licenses or authorizations etc. and for paying all taxes, fees, duties, etc. in relation with this Contract.



2.6 In case of an incident, as indicated in the TOR in **Annex 2**, the Contractor shall guarantee a response time for initial diagnose within four (4) hours, and twenty four (24) hours for resolution. The Contractor must have 24 hours a day, 7 days a week and 365 days coverage for technical assistance and/or helpdesk facilities.

2.7 The ILO reserves the right to renegotiate the bandwidth requirements indicated in the TOR in **Annex 2** during the course of contract implementation.

3. PAYMENT AND PAYMENT CONDITIONS

3.1 Upon satisfactory completion of the Services, the ILO, in accordance with the provisions below, shall pay the Contractor the amount of [Click here to insert currency and amount](#), representing the total Contract Price and ILO's maximum financial liability under this Contract.

3.2 The amount as per sub clause 3.1 above shall be paid on a **Monthly** basis.

3.3 Payments as per 3.2 will only be made against invoices sent to **ILO Dili Office, UN House 1 Caicoli Street, Dili Timor-Leste** and which state the period for which the Services are provided.

3.4 Further to Section 10 of the Terms and Conditions applicable to ILO Contracts for Services in **Annex 1**, the ILO reserves the right to terminate the Contract and/or not make further payments if it is not satisfied with the quality of Services provided by the Contractor.

3.5 Any reimbursement due to the ILO by the Contractor shall be made in the currency of original payment within a period of 30 (thirty) days from the date of receipt of a written notice by the ILO.

4. COMMUNICATION

4.1 On all matters arising from this Contract, the Contractor shall deal in the first instance with **Ms. Luisa Varela, IT Assistant**.

Written communications on technical issues shall be addressed to: **Roberto Pes, ILO Head of Mission for Timor-Leste Programme**.

4.2 Written communications on issues connected with the provisions of the present Contract, its interpretation or any legal aspects related to it, shall be sent to the address given in the Terms and Conditions applicable to ILO Contracts for Services set out in **Annex 1**.

5. ILO DATA PROTECTION

5.1 All data proprietary to the ILO collected and/or processed by the Contractor ("ILO Data") is considered confidential. The Contractor shall limit access to ILO Data to employees (or the employees of assigned sub-contractors or Suppliers) on a "need to know" basis, i.e. only to the extent necessary to perform the Services.

5.2 Storage of ILO Data by the Contractor or sale or release of ILO Data by the Contractor to marketing firms, research organizations, or any outside party where this is not required for the performance of the Services under this Contract and not authorized by ILO is strictly prohibited and can lead to termination of this Contract with cause by ILO, except where required to be disclosed by law or regulatory body, in which case the Contractor will give ILO sufficient prior notice of the disclosure request in order to allow the ILO to have a reasonable opportunity from the receipt of the request to disclose, to take protective measures or such other action as may be appropriate. Use of ILO Data by the Contractor for internal research or for marketing or promotional purposes is also strictly prohibited.



6. ANNEXES

The Contract is composed of the following documents listed in order of precedence, with each document being authoritative insofar as it is not in contradiction with those that precede it:

6.1 The Contract Document;

6.2 Annex 1: Terms and Conditions applicable to ILO Contracts for Services;

6.3 Annex 2: the complete file of the Request for Proposal N° 60/2014 published on **07 July 2014**, including the Terms of Reference (TOR);

6.4 Annex 3: the Contractor's Offer of [Click here to insert date](#).

For the International Labour Office:

(Signature) (Date)

(Name in printed letters)

(Title or position)

For the Contractor:

(Signature) (Date)

(Name in printed letters)

(Title or position)



ANNEX 1 TO THE SERVICE CONTRACT

TERMS AND CONDITIONS APPLICABLE TO ILO CONTRACTS FOR SERVICES

1. THE PARTIES

- 1.1. **LEGAL STATUS OF THE PARTIES:** The International Labour Organization, represented by the International Labour Office (ILO), and the Contractor (referred to individually as a “Party” and together as the “Parties”) have the following legal status:
- 1.1.1. The International Labour Organization has full juridical personality, including the ability to contract and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes pursuant to the *Constitution of the International Labour Organisation*. Nothing in or related to the Contract will be deemed a waiver of any of the privileges and immunities of the International Labour Organization recognized in the Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.
- 1.1.2. The Contractor is an independent contractor. Nothing contained in or relating to the Contract will be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent.

2. CONTRACT DOCUMENTS AND VALIDITY

- 2.1. **NATURE OF THE CONTRACT:**
- 2.1.1. The Contract constitutes the complete and exclusive agreement between the Parties. It supersedes all proposals, verbal or written arrangements or agreements, and any other communications by one of the Parties or between the Parties relating to the Contract.
- 2.1.2. The Contract is composed of the following documents listed in their order of precedence:
- 2.1.2.1. **Purchase Order/Contract Document**, including any specific conditions;
- 2.1.2.2. Terms and Conditions applicable to ILO Contracts for Services (**Annex 1**); and
- 2.1.2.3. Any other document explicitly listed in the Purchase Order/Contract Document and attached to it (i.e., **Annex 2, 3**, etc).
- 2.1.3. Unless otherwise included in any of the documents listed in paragraph 2.1.2., the terms of business, conditions of contract, general reservations published or issued by the Contractor or written in any correspondence or documents emanating from the Contractor will not form part of the Contract.
- 2.2. **VALIDITY:** The Contract will expire upon fulfilment by the Parties of their respective obligations or otherwise in accordance with its provisions.
- 2.3. **NON-EXCLUSIVITY:** The ILO may contract for works or services (referred together to as “Services”) of the same or similar kind and quality described in the Contract from any other source at any time.
- 2.4. **COMMUNICATIONS:** Communications (e.g., notices, documents) will be addressed to:

INTERNATIONAL LABOUR OFFICE
Procurement Bureau (PROCUREMENT)
4 Route des Morillons
CH 1211 Geneva 22
Switzerland
Facsimile: + (41)(22) 798 85 29
Phone: + (41)(22) 799 76 02
e-mail: procurement@ilo.org

3. PRICE AND PAYMENT

- 3.1. **PRICE AND CURRENCY:** The price and currency specified in the Contractor's offer are firm and not subject to revision. The ILO's financial liability under the Contract is restricted to the price and currency indicated in the Purchase Order/Contract Document.
- 3.2. **PAYMENT:** Upon receipt of the Contractor's written invoice and any related supporting documentation, the ILO will effect payment, normally within thirty (30) days, by bank transfer (the ILO will not pay through letters of credit or bank draft). The written invoice will be sent to the addressee specified in the Purchase Order/Contract Document and will contain the:
- 3.2.1. number of the Purchase Order/Contract Document that it relates to;
- 3.2.2. invoiced amount (without the rounding of currency decimals and exclusive of VAT, duties or charges); and
- 3.2.3. date of the completion of Services.
- In no event will complete or partial payment by the ILO, in and of itself, constitute acceptance of the Services.



- 3.3. **TAX EXEMPTION:** The International Labour Organization, as a United Nations Specialized Agency, enjoys a special tax status in Switzerland and in other member States. Except with the prior written authorization of the ILO, invoices will be submitted exclusive of any amount representing taxes (including value added tax), duties or charges. Where such authorization has been provided, the Contractor will provide the ILO with written evidence that payment of such taxes, duties or charges has been made. In the event any government authority refuses to recognize the ILO's exemption from such taxes, duties or charges, the Contractor will immediately consult with the ILO to determine a mutually acceptable procedure.

4. PERFORMANCE

- 4.1. **ITEMS FURNISHED BY THE CONTRACTOR:** The Contractor is solely responsible for the arrangement, provision and operation of all equipment, supplies, related support services and personnel (including any related costs so incurred) necessary for the performance of the Contractor's obligations under the Contract.
- 4.2. **ITEMS FURNISHED BY THE ILO TO THE CONTRACTOR:** Where goods and equipment (referred together as "Goods") are funded or provided by the ILO to the Contractor to support the performance of the Contractor's obligations under the Contract, the following terms apply:
- 4.2.1. The Contractor acknowledges and agrees that the ILO hereby disclaims any and all warranties regarding the functionality or installation of such Goods. The Contractor is solely responsible for the installation (including any personnel, tools, materials or other Goods necessary for installation), maintenance and functioning of all the Goods funded or provided by the ILO under the Contract.
- 4.2.2. The Contractor will promptly report to the ILO each loss, damage or theft of such Goods.
- 4.2.3. Title to the Goods that may be funded or provided by the ILO to the Contractor will be retained by the ILO. The Contractor will not cause or permit any lien, claim or other encumbrance to be attached to any or all such Goods, or to any other item that is the subject matter of the Contract.
- 4.2.4. Upon the termination or expiration of the Contract, all such Goods will be returned to the ILO in the same condition as when delivered to the Contractor, excluding normal wear and tear. The return of such Goods, or other disposal as the ILO may direct, will be at the Contractor's expense. Upon termination or expiration of the Contract, the Contractor will take all reasonable measures to avoid any loss of or deterioration to such Goods. The Contractor will compensate the ILO for actual costs of any loss of, damage to or deterioration of such Goods that is beyond normal wear and tear.
- 4.3. **INSTALLATION, MAINTENANCE, TRAINING:** Where installation, maintenance (ongoing or as specified in the Purchase Order/Contract Document) or training is required, the following terms apply:
- 4.3.1. The Contractor, in a timely manner, will arrange for and provide all equipment, supplies, related support services and personnel necessary to complete the installation, maintenance or training.
- 4.3.2. All costs related to the installation, maintenance or training will be borne by the Contractor.
- 4.3.3. The ILO and the Consignee will be permitted to monitor the installation or maintenance work, as well as to oversee the training.
- 4.3.4. In addition, where training is required the Contractor will train any persons identified by ILO or the Consignee in the installation, operation, maintenance, etc. of the Services described in the Contract.
- 4.4. **ACCESS:** If some or all of the contractual obligations will be performed on ILO premises, the ILO will facilitate access to its premises in line with requirements for such performance. The Contractor will comply with ILO security requirements and any other relevant ILO rules, regulations and guidelines while on ILO premises, as well as with the instructions given by designated ILO officials.
- 4.5. **RESPONSIBILITY FOR PERSONNEL:**
- 4.5.1. The employees, officials, representatives, staff or subcontractors (**Personnel**) of either of the Parties will not be considered in any respect as being the employees or agents of the other Party.
- 4.5.2. Each Party is solely responsible for the professional and technical competence of its respective Personnel, which will permit that Party to effectively perform its obligations under the Contract.
- 4.5.3. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to request at any time, in writing, the withdrawal or replacement of any of the Contractor's Personnel and such request will not be unreasonably refused by the Contractor.
- 4.5.4. Each Party is solely responsible for all claims arising out of or relating to the engagement of its respective Personnel.
- 4.5.5. All expenditures related to the assignment of the Contractor's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the Contractor. All expenditures related to the assignment of the ILO's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the ILO.
- 4.6. **INSURANCE:**
- 4.6.1. The Contractor, for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, will insure its Personnel against the consequences of the following risks:
- 4.6.1.1. illness, injury and death; and
- 4.6.1.2. incapacity to work due to accident and sickness either during normal working hours or outside working hours.



- 4.6.2. Time lost as a result of the occurrence of the risks identified in subparagraphs **4.6.1.1** or **4.6.1.2** will not be chargeable to the ILO.
- 4.6.3. The Contractor for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, warrants that it is insured with a coverage for a sufficient amount for the use of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor, as well as that it carries comprehensive civil liability insurance with regard to third-parties, including the ILO and its Personnel, in respect of physical injury, damage to property or theft, as well as the direct or indirect effects thereof, including the unavailability of premises and loss of production.
- 4.6.4. Where required by the ILO and as specified in the Purchase Order/Contract Document (except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the ILO), the Contractor's insurance policies will:
- 4.6.4.1. name the ILO as an additional insured under the liability policy/policies, including, if required, as a separate endorsement under the Contractor's policy/policies;
- 4.6.4.2. include a waiver of subrogation of the Contractor's insurance carrier's rights against the ILO; and
- 4.6.4.3. provide that the ILO will receive written notice from the Contractor's insurance carrier not less than thirty (**30**) days prior to any cancellation or material change of coverage.
- 4.6.5. The Contractor will take out any other insurance required by the ILO and as specified in the Purchase Order/Contract Document.
- 4.6.6. Upon written request by the ILO, the Contractor will provide the ILO with a copy of the general and specific conditions of the insurance policy/policies required under the Contract.
- 4.7. INDEMNIFICATION:**
- 4.7.1. The Contractor is solely responsible for any claim or damage resulting from the negligence, acts, or omissions of its Personnel.
- 4.7.2. The Contractor will indemnify and hold the ILO harmless from and against any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the ILO, its Personnel or third-parties which may result from the performance of the Contractor's obligations under the Contract or the Contractor's acts or omissions or those of the Contractor's Personnel.
- 4.7.3. The Contractor will immediately notify the ILO upon becoming aware of any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the ILO or which could adversely affect the ILO.

5. ASSIGNMENT AND SUBCONTRACTING

- 5.1. **ASSIGNMENT:** The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the ILO. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, will not be binding on the ILO.
- 5.2. **SUBCONTRACTING:** In the event that the Contractor requires the services of any subcontractor, the Contractor will obtain the prior written authorization to subcontract and the approval of the ILO of the subcontractor selected. The authorization and approval by the ILO of such a subcontractor does not relieve the Contractor of any of its obligations under the Contract and the Contractor is solely responsible for the Services provided by a subcontractor in the framework of the Contract, including their quality. The Contractor, to the same extent as for its own Personnel, will be liable for a subcontractor and its Personnel who are performing any part of the Contractor's obligations under the Contract. The terms of any subcontract will be subject to and be in conformity with the provisions of the Contract. Except with the prior written authorization to subcontract and the approval of the ILO of the subcontractor selected, the Contractor will ensure that its subcontractor(s) do not subcontract, assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract. The provisions of this paragraph apply to any subcontractor who, in turn, requires the services of a subcontractor.

6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 6.1. PROPRIETARY ITEMS AND INTELLECTUAL PROPERTY RIGHTS:**
- 6.1.1. All documents (including drawings, estimates, manuscripts, maps, plans, records, reports, recommendations) and other proprietary items (including data, devices, gauges, jigs, mosaics, parts, patterns, photographs, samples, and software) (jointly referred to as **Proprietary Items**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the ILO to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the International Labour Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.



- 6.1.2. All intellectual property rights and all other proprietary rights (including copyrights, patents, trademarks, source codes, products, processes, inventions, ideas, know-how) with regard to any materials (jointly referred to as **Intellectual Property**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the ILO to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the International Labour Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.
- 6.1.3. During the course of development, Proprietary Items and Intellectual Property developed or utilized by or furnished to the Contractor will be made available for use and inspection by the ILO, upon request at reasonable times and in reasonable places.
- 6.1.4. Such Proprietary Items and Intellectual Property will be delivered only to ILO authorized officials on completion of the Contract.
- 6.1.5. The Contractor will disclose, throughout its performance, to the ILO's authorized officials full particulars of all source codes, products, processes, inventions, ideas, know-how, documents and any other materials developed or conceived by the Contractor, alone or jointly, in connection with the Contract.
- 6.1.6. At the request of the ILO, the Contractor will take all necessary steps to execute all necessary documents and generally assist the ILO in securing intellectual property rights and all other proprietary rights in compliance with the requirements of applicable law.
- 6.1.7. To the extent that any Intellectual Property due to the ILO under paragraph **6.1.2** includes any intellectual property:
 - 6.1.7.1. of the Contractor that: (i) pre-existed the performance by the Contractor of its obligations under the Contract; or (ii) it may develop or acquire, or that may have been developed or acquired, independently of the performance of the Contractor's obligations under the Contract; or
 - 6.1.7.2. of a third-party;
the Contractor grants to the International Labour Organization a perpetual, royalty-free license to make unrestricted use of such intellectual property. The International Labour Organization will not claim any ownership interest in the intellectual property described in subparagraphs **6.1.7.1** or **6.1.7.2**.
- 6.1.8. The Contractor undertakes to obtain, at its own expense, permission to use any third-party protected rights that are necessary for the performance of the Contract and, if requested, provide the ILO with evidence of such permission.
- 6.1.9. In the event that any Proprietary Items or Intellectual Property provided to the ILO by the Contractor are for some reason enjoined or found to infringe any rights of a third-party, or in the event of a settlement, are enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, will promptly:
 - 6.1.9.1. procure for the ILO the unrestricted right to continue using such Proprietary Items and Intellectual Property provided to the ILO;
 - 6.1.9.2. replace or modify the Proprietary Items and Intellectual Property provided to the ILO, or part thereof, with the equivalent or better Proprietary Items and Intellectual Property, or part thereof, that are non-infringing; or,
 - 6.1.9.3. refund to the ILO the full price paid by the ILO for the right to have or use such Proprietary Items and Intellectual Property or part thereof.
- 6.2. **CONFIDENTIAL NATURE OF AND RESPONSIBILITY FOR PROPRIETARY ITEMS, INTELLECTUAL PROPERTY AND OTHER INFORMATION:**
 - 6.2.1. Unless otherwise made public with the authorization of the ILO, Proprietary Items, Intellectual Property and other information, irrespective of what form they are, developed, collected, known, marked or received by the Contractor, will be treated by the Contractor as confidential and be used only for the purposes of the Contract.
 - 6.2.2. The Contractor will not communicate at any time to any other person, government or entity external to the ILO, any Proprietary Items, Intellectual Property or other information known by reason of its association with the ILO, which has not been made public, except with the authorization of the ILO; nor will the Contractor at any time use such information for private advantage or in any manner prejudicial to or incompatible with the interests of the ILO. Where the Contractor is required by law to disclose such Proprietary Items, Intellectual Property or other information, it will give the ILO sufficient prior notice of the request to disclose in order to allow the ILO to have a reasonable opportunity to take protective measures or such other action as may be appropriate.
 - 6.2.3. The Contractor will be responsible for such Proprietary Items, Intellectual Property and other information. In case of loss of or damage to any Proprietary Items, Intellectual Property or other information the Contractor may be required to:
 - 6.2.3.1. replace or repair the lost or damaged Proprietary Items, Intellectual Property or other information; or
 - 6.2.3.2. provide compensation to the ILO for the cost of replacing or repairing the lost or damaged Proprietary Items, Intellectual Property or other information.
- 6.3. **PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:**
 - 6.3.1. The Contractor may neither disclose the terms and conditions of the Contract nor advertise or otherwise make public the fact that it is a Contractor to the ILO.



- 6.3.2. The Contractor may not use or reproduce the name, emblem or the official seal of the International Labour Organization or of the International Labour Office, including their abbreviations, in connection with the Contractor's business or otherwise.
- 6.3.3. In reporting its procurement activities, the ILO may publish (e.g., on the internet) the Contractor's name and amount of the Contract.

7. ETHICAL CONDUCT

- 7.1. **LABOUR CLAUSES:** The Contractor undertakes to respect, at all times and in all circumstances relevant to the performance of the Contract and in relation to all its Personnel, and to ensure that its subcontractors respect:
 - 7.1.1. The following principles concerning international labour standards of the International Labour Organization:
 - 7.1.1.1. the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as the protection of those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;
 - 7.1.1.2. the prohibition of forced or compulsory labour in all its forms;
 - 7.1.1.3. equal remuneration for men and women for work of equal value;
 - 7.1.1.4. equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of the Contract takes place;
 - 7.1.1.5. the prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the Contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher;
 - 7.1.1.6. the prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;
 - 7.1.1.7. the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The Contractor shall keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and the workers concerned must be informed of such deductions at the time of each payment.
 - 7.1.1.8. the provision of wages, hours of work and other conditions of work not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or, (iii) applicable laws or regulations, whichever offers the best working conditions), for work of the same character performed in the trade or industry concerned in the area where work is carried out;
 - 7.1.1.9. the need to ensure, so far as is reasonably practicable, that the workplaces, machinery, equipment and processes under their control are safe and without risk to health, and that the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health; and
 - 7.1.2. All applicable laws or regulations concerning terms of employment and conditions of work, any collective agreements to which it is party, or any other related measure with which it must comply.
- 7.2. **PERSONNEL NOT TO BENEFIT:**
 - 7.2.1. The ILO requires bidders and contractors to observe the highest ethical standards during the procurement process and the execution of contracts. In order to ensure the respect of these obligations, the ILO provides the following definitions:
 - 7.2.1.1. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;
 - 7.2.1.2. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;
 - 7.2.1.3. "conflict of interest" is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;
 - 7.2.1.4. "collusive practice" is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;
 - 7.2.1.5. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.
 - 7.2.2. The Contractor will not (and will ensure that its Personnel do not) place itself in a position that may, or does, give rise to a conflict between its interests and the ILO's interests during the procurement process or the execution of the Contract.



- 7.2.3. If during any stage of the procurement process a conflict of interest arose or during contract execution a conflict of interest arises, or appears likely to arise, the Contractor will immediately notify the ILO in writing, setting out all relevant details, including any situation in which the interests of the Contractor conflict with the interests of the ILO, or in any situation in which any ILO official, employee or person under contract with the ILO may have, or appears to have, an interest of any kind in the Contractor's business or any kind of economic or personal ties with the Contractor. The Contractor will take such steps as the ILO may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of the ILO.
- 7.2.4. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to disqualify the Contractor for a specified or indefinite period from participating in the procurement process of the ILO or contracting with the ILO, if it is shown that the Contractor has, directly or indirectly, employed fraudulent, corrupt, collusive or coercive practices or failed to disclose a conflict of interest.

8. FULL DISCLOSURE

- 8.1. **FULL DISCLOSURE:** The Contractor warrants that it has made and will make full and proper disclosure to the ILO of all relevant information relating to its business activities, financial condition and ownership, prior to entering into this Contract and for its duration, including that it is not identified on or associated with³ any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council Resolution 1267 (**1267 Consolidated List**)⁴; and that it is not, nor has been, subject to any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank.

9. DELAY, FORCE MAJEURE AND LIQUIDATED DAMAGES

9.1. DELAY:

- 9.1.1. Should the Contractor encounter conditions that do not constitute *Force majeure* and which impede or are likely to impede timely performance of the Contract (**Delay**), the Contractor will immediately notify the ILO in writing with full particulars of the Delay, including its likely duration, and its cause. At the ILO's request, the Contractor and the ILO will consult as soon as practicable after receipt of such notice, to evaluate any available means of mitigation or appropriate remedies provided under the Contract.
- 9.1.2. In addition to any other right or remedy available under the Contract, upon receiving notice of Contractor's Delay (or likely Delay) in performance, the ILO will have the right to:
- 9.1.2.1. suspend the Contract, in whole or in part, and notify the Contractor not to proceed further with its performance which has been subject to (or will be subject to) Delay;
 - 9.1.2.2. withhold and/or deduct payment to the Contractor for the portion of the Contract subject to Delay; and
 - 9.1.2.3. procure all or part of the Services which the Contractor fails to provide in a timely manner.
- 9.1.3. Without prejudice to any other right or remedy available under the Contract, the Contractor will be liable for any increase in the price payable by the ILO resulting from the procurement of the Services from other sources and the ILO may apply such additional costs incurred, by deduction or otherwise, against future amounts owed by the ILO to the Contractor.
- 9.1.4. Upon receipt of notice of any decision by the ILO to suspend the Contract under subparagraph **9.1.2.1** and with respect to the suspended portion of the Contract, the Contractor will take immediate steps to reduce expenses to a minimum and will not undertake any further obligations; provided, however, that the ILO and the Contractor will continue performance of the Contract to the extent that it is not suspended or cancelled.

9.2. FORCE MAJEURE:

- 9.2.1. Neither Party will be liable to the other Party for failure to perform its respective obligations, if such failure is as a result of an unforeseeable and irresistible event, act of nature (including fire, flood, earthquake, storm, hurricane, epidemic or other natural disaster), any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, (**Force Majeure**) provided that such acts arise from causes beyond the control and without the fault or negligence of the invoking Party.
- 9.2.2. The defaulting Party will notify, as soon as possible after the occurrence of the *Force Majeure* event, the other Party in writing with full particulars of the *Force Majeure* event, including its likely duration, the estimated expenditures that will likely be incurred for the duration of the *Force Majeure* event, and any other conditions which threaten to interfere with the defaulting Party's performance of the Contract.
- 9.2.3. Without prejudice to any other right or remedy available under the Contract, if either Party is rendered unable, in whole or in part, by reason of *Force Majeure* to perform its obligations and meet its responsibilities under the Contract and where the Force Majeure event exists beyond sixty (**60**) days then that Party will have the right to suspend or terminate the Contract with a period of written notice of seven (**7**) days.

³ United Nations Security Council Resolution 1617 defines "associated with" and it is available at <http://www.un.org/sc/committees/1267/resolutions.shtml>.

⁴ The 1267 Consolidated List is available at www.un.org/sc/committees/1267/consolist.shtml.



- 9.3. **NOTICE OF DELAY AND FORCE MAJEURE:** If notice is not received by a Party in accordance with paragraphs 9.1.1 or 9.2.2, the Party who fails to notify of the Delay or *Force Majeure* event will be liable for damages resulting from such non-receipt, except where the Delay or *Force Majeure* event also prevents transmission of the notice.
- 9.4. **LIQUIDATED DAMAGES:** Without prejudice to any other right or remedy available under the Contract, the Parties agree that if the Contractor breaches the Contract, including a Delay in performance of the Contractor's obligations under the Contract, it will be impractical or difficult to quantify the damages suffered by the ILO. The Parties, therefore, agree that in the event of such a breach by the Contractor, the Contractor will pay to the ILO, as liquidated damages, a sum equal to three-tenths of one (0.3) per cent of the Contract price for each day of delay until actual delivery or performance, up to a maximum of ten (10) per cent of the Contract price. Each Party acknowledges and agrees that the liquidated damages amount specified herein are intended to reasonably compensate the ILO and not intended to punish the Contractor. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to recover such liquidated damages by deduction or otherwise, against future amounts owed by the ILO to the Contractor.

10. TERMINATION

10.1. TERMINATION BY THE ILO:

- 10.1.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the ILO may terminate the Contract immediately by written notice in the event that the Contractor:
- 10.1.1.1. is found to have made any material or fraudulent misrepresentation in the making of or performance of the Contract regardless of when the misrepresentation is discovered;
 - 10.1.1.2. becomes bankrupt, otherwise insolvent, or the ILO reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract;
 - 10.1.1.3. fails to perform contractual obligations or to satisfy any guarantees or warranties it has made under the Contract and does not rectify such failure within sixty (60) days following receipt of a written notice by the ILO;
 - 10.1.1.4. is declared undesirable by the government where the Contractor is to perform any of its obligations under the Contract;
 - 10.1.1.5. is the subject of any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank; or
 - 10.1.1.6. the ILO's activities are curtailed or terminated.
- 10.1.2. Upon receipt of notice of termination by the ILO, the Contractor will take immediate steps to bring any Services to a close in a prompt and orderly manner, will reduce expenses to a minimum and will not undertake any further obligations from the date of receipt of notice of termination.
- 10.1.3. If the Contract should be terminated by the ILO, the ILO will make all payments which may be due up to the effective date of termination for any Services satisfactorily delivered or performed and accepted by the ILO.

10.2. TERMINATION BY THE CONTRACTOR:

- 10.2.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the Contractor may terminate the Contract immediately by written notice in the event that the ILO:
- 10.2.1.1. fails to make payments which are due under the Contract and the ILO does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default; or
 - 10.2.1.2. fails in its contractual obligations so as to make it unreasonable for the Contractor to proceed with the performance of its obligations under the Contract and the ILO does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default.

11. WARRANTY

11.1. WARRANTY OF SERVICES:

- 11.1.1. The Contractor warrants that any Services provided in accordance with the Contract will meet the specifications, timeframes and related requirements set forth in the Contract. All materials and workmanship utilized in performing the Services under the Contract will be of the respective kind(s) described in the Contract and free from defects. Materials not conforming to the specifications in the Contract will not be used in performance of the Services without prior written approval of the ILO.
- 11.1.2. If the Services do not meet the requirements referred to above, the Contractor will, at its sole expense, either by repair or replacement, correct, promptly modify or change any faulty workmanship materials, parts and equipment supplied by it to the extent necessary to satisfy the above warranty.
- 11.1.3. If any defect or failure in the Services cannot be rectified by remedial measures within the period agreed by the ILO and the Contractor, the Contractor will be considered to be in default and in addition to exercising any suspension or termination rights set forth in the Contract, the ILO has the right to



independently replace or repair the Services and the Contractor will be obligated to reimburse the ILO for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by the ILO to the Contractor.

12. MISCELLANEOUS

- 12.1. **CHANGE ORDERS:** The ILO may, by written notification, increase or decrease the scope of Services of the Contract provided the stage reached in the performance of the Contract so allows. If any such changes increase or decrease the cost of and/or the time required for the performance of any part of the Contract, an equitable adjustment will be made in the Contract's price or time schedule, or both, and the Contract will accordingly be amended. Any request for consultation or claim for adjustment under this paragraph will be asserted by the Contractor within thirty (30) working days from the date of receipt of ILO's change order.
- 12.2. **AMENDMENTS:** The Parties may by mutual agreement amend the Contract. Amendments will be effective only if in writing and when executed and delivered on behalf of the ILO and the Contractor by persons duly authorized to do so.
- 12.3. **NON-WAIVER OF RIGHTS:** Termination of the Contract in whole or in part by a Party or the failure by either Party to exercise any rights available to it, will not affect the accrued rights or claims and liabilities of either Party to the Contract.
- 12.4. **SURVIVAL:** The obligations contained in paragraphs 4.6 (Insurance); 4.7 (Indemnification); 6.1 (Proprietary Items and Intellectual Property Rights); 6.2 (Confidential Nature of and Responsibility for Proprietary Items, Intellectual Property and Other Information); 6.3 (Publicity and Use of the Name, Emblem or Official Seal); and 11.1 (Warranty of Services) survive the termination or expiration of the Contract.
- 12.5. **LIMITATION ON ACTIONS:** Irrespective of their nature, any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof (other than obligations enumerated in paragraph 12.4) must be asserted within six (6) months after the termination or expiration of the Contract.

13. SETTLEMENT OF DISPUTES

- 13.1. **AMICABLE SETTLEMENT:** The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof by direct informal negotiations, including, where agreed, by referral, to an executive level of authority within the Parties. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the Conciliation Rules then prevailing of the United Nations Commission on International Trade Law (**UNCITRAL**) or according to such other procedure as may be agreed between the Parties in writing.
- 13.2. **ARBITRATION:** Unless settled amicably under paragraph 13.1, within sixty (60) days, after receipt by one Party of the other Party's written request, any dispute, controversy or claim arising out of the Contract, or the breach, termination or invalidity thereof, will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. In addition:
 - 13.2.1. the place of arbitration will be Geneva;
 - 13.2.2. the decisions of the arbitral tribunal will be based on general principles of international commercial law;
 - 13.2.3. the arbitral tribunal will have no authority to award punitive damages; and
 - 13.2.4. the Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim arising out of the Contract, or the breach, termination or invalidity thereof.
- 13.3. **LANGUAGE:** The conciliation and the arbitration proceedings will be conducted in the language in which the Contract is signed provided that it is one of the three working languages of the ILO (English, French and Spanish). In the event the Contract is in a language other than English, French or Spanish, the conciliation or the arbitration proceedings will be conducted in English, French or Spanish.



ANNEX III

CERTIFICATION TO BE SUBMITTED BY A BIDDER IN AN ILO COMPETITIVE BIDDING PROCEDURE

The ILO expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

With respect to its proposal submitted in response to the ILO's Invitation to Bid/Request for Proposal mentioned above, the bidder hereby certifies that:

1. The prices in its proposal have been arrived at independently without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
2. No attempt has been made or will be made by the bidder to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal.
3. The bidder will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, promises of future employment or other benefits to or from anyone in the ILO.
4. The bidder (both parent company and/or any subsidiaries) is not identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to UN Security Council Resolution 1267 (Consolidated List).⁵
5. The bidder (both parent company and/or any subsidiaries) will not use the funds received under any contract with the ILO to provide support to individuals, groups, undertakings or entities associated with terrorism.
6. The bidder (both parent company and/or any subsidiaries) is not the subject of any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

The ILO reserves the right to cancel or terminate with immediate effect and without compensation any offer of or contract arising from this bidding procedure in the event of any misrepresentation in relation to the above certifications.

Definitions of terms used in this declaration:

“coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.

“collusive practice” is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;

“conflict of interest” is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;

“corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;

⁵ The Consolidated List can be found at the website www.un.org/sc/committees/1267/consolist.shtml.



“*fraudulent practice*” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

The undersigned certifies/y to be duly authorized to sign this Certification on behalf of the bidder.

<u>Name and Position</u>	<u>Signature</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Annex IV

QUESTIONNAIRE FOR INTERNET SERVICE PROVIDERS



Questionnaire for Internet Service Providers

(Please refer to the Terms of Reference for explanation and additional details)

Please answer ALL the Questions below:	Our Requirement	Your Offer	Comments
1. Do you charge additional fees for usage? (traffic amount or time)	Internet service should not have additional payment or limitation by (1) traffic amount or (2) time.	Click to choose	Details
2. Technology used to connect the office to the Provider backbone?	To connect our office to the provider central, the following options are acceptable (indicated in order of preference): (i) Fibre optic; (ii) Copper (DSL or cable); (iii) Cellular (LTE or WiMAX) / Radio link; (iv) Satellite. In any case, the demarcation point is in the ILO Office, as an RJ-45 Ethernet port on the ILO firewall with IP Layer 3 termination.	Click to choose a type.	Details
3. Technology used to connect the Provider backbone to the Internet?	For the connection of the provider central to the Internet, the following options are acceptable (indicated in order of preference): (i) Fibre optic; (ii) Copper; (iii) Cellular / Radio link; (iv) Satellite.	Click to choose a type.	Details
4. What is the minimum guaranteed international bandwidth?	The provided bandwidth must be dedicated (CIR=1:1), can be symmetric or asymmetric, but the minimal guaranteed international bandwidth should be 2Mbps for downstream and 2Mbps for upstream.	Click here to enter the minimum downstream./Click here to enter the minimum upstream.	Details
5. Can you provide 16 static IP addresses (255.255.255.240 Netmask)?	Provide at least 16 static (255.255.255.240 netmask) public IPv4 addresses for internet connectivity, where 13 are available to the ILO.	Click to choose	Details



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Please answer ALL the Questions below:	Our Requirement	Your Offer	Comments
6. Can you upgrade the connection bandwidth in 1 Mbps/1 Mbps or provide a secondary IP address set/secondary line with 1 Mbps /1 Mbps bandwidth? ⁶	During the contract duration, the Provider must be able to ⁷ : a. Upgrade the line in 1 Mbps /1 Mbps. Or if this not possible: b. Provide a secondary IP address set or secondary line with 1 Mbps /1 Mbps of bandwidth.	Click to choose	Details
7. What Tier is the Provider?	Tier 2 peering with Tier 1 ISPs are required.	Click to choose	Details
8. Do you use intermediate proxies?	Provider must not use Intermediate Proxies and Transparent proxies as they will interfere with ILO ERP services.	Click to choose	Details
9. Do you have limitations on traffic/ports?	No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection; no mandatory proxy servers.	Click to choose	Details
10. Do you implement “throttling”?	Provider must not use Throttling as this could interfere with our services. (in the past it has disrupted our email services).	Click to choose	Details

⁶ The time to upgrade or install the extra bandwidth should not exceed 5 working days.

⁷ These two extra options (fees and implications) should be added in the bidding process.



Please answer ALL the Questions below:	Our Requirement	Your Offer	Comments
<p>11. Do you implement QoS? Can you classify and treat following types of traffic as “sensitive” (high priority) over your infrastructure? (as detailed in the Terms of Reference)</p>	<p>Provider can either implement QoS or not. However, in case it does, then the provider should note that the following (TCP) ports are priority ports for the ILO and must have the highest priority: - All IP traffic to one specific static IP address (used for Videoconferencing) - Port 5900/tcp (used for remote control) - Ports 1677/tcp, 271/tcp, 272/tcp (used for GroupWise) - Port 33/tcp (used for remote management) - Port 554/udp (video streaming) - Ports 4444/tcp & 4445/tcp (used for ERP) The following options are acceptable (indicated in order of preference): (i) Provider implements QoS and the ports listed above will have the highest priority; (ii) Provider does not implement QoS; (iii) Provider implements QoS, but the ports listed above will not have the highest priority.</p>	<p>Click to choose</p>	<p>Details</p>
<p>12. Can you guarantee that the maximum number of hops to reach ILO Headquarters (router1.iilo.org/router2.iilo.org) is less than 18?</p>	<p>The Internet Service Provider should note that the route to ILO Headquarters has to have a maximum number of 18 Hops (router1.iilo.org, router2.iilo.org). Please provide the detailed traceroute as annex to your bid.</p>	<p>Click to choose</p>	<p>Details</p>
<p>13. Response time for initial diagnostics?</p>	<p>In case of incident, the Provider must guarantee initial diagnostics within the first 4 hours.</p>	<p>In hours</p>	<p>Details</p>
<p>14. Response time for full resolution?</p>	<p>In case of incident, the Provider must guarantee full resolution within the first 24 hours.</p>	<p>In hours</p>	<p>Details</p>



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Please answer ALL the Questions below:	Our Requirement	Your Offer	Comments
15. Do you scan traffic? (Data confidentiality guarantee)	Data confidentiality guarantee: the Provider may not scan traffic (unless this is done for finding problems in the network for which a prior ILO agreement must be obtained)	Click to choose	Details
16. Reliability & Service related data. Can you guarantee an overall uptime of 99%?	Service reliability must be ensured. Overall uptime should not be less than 99%. If this means installation of a failover line (e.g. radio or DSL), this has to be made part of the bid.	Click to choose	Details
17. Are you ITIL compliant?	ITIL compliant Providers will be preferred.	Click to choose	Details
18. Do you have an ISO certification?	ISO certified Providers will be preferred.	Click to choose	Details
19. Present in the country since when?	The Provider must be present in the country for at least 1 year .	Click here to enter year.	Details
20. List three major clients in this country	The Provider must provide names of three major clients in the country. References to international organizations will result in a better score.	<ul style="list-style-type: none"> - Click here to enter client details. - Click here to enter client details. - Click here to enter client details. 	
21. You must list detailed specification of the equipment that you will be providing: e.g. Router, Dish, LNB, Satellite, Wireless, etc. (along with space and power requirements)	The Provider must provide a list of the equipment provided for the installation in the ILO Office, along with space, environment and power requirements.	Click here to enter details.	

Space for comments:

[Click here to enter comments.](#)

Responsible for sale

Signature



ANNEX V

Commercial Submission Form



COMMERCIAL SUBMISSION FORM

< *Bidder's Name* >
 < *Bidder's Address* >
 < *Bidder's Address* >
 < *Bidder's Address* >
 < *Country* >

RFP N° 60/2014 Provision of Internet Service to ILO Dili Office

Closing Date: Tuesday, 29 July 2014 at 17:00 Dili Time

Reply Via: Sealed Mail

The following should be completed by the Bidder

Your Bid Reference	Date	Bid Validity Date (Calendar Days) ⁸	Total Contract Price ⁹ <i>USD</i>

Your commercial proposal must provide the price breakdown as per the following structure:

Price Component	Price in USD
Installation cost (if any)	
Annual bandwidth cost	
Other costs (if any) <i>[please indicate each cost separately]</i>	
Total Price	

OPTIONS (AS PER TECHNICAL REQUIREMENTS DESCRIBED IN ANNEX I)	
Option	Price per annum
Option to upgrade the line in 1 Mbps/1 Mbps	
Option to have a secondary IP address set or secondary line with 1 Mbps/1 Mbps of bandwidth	

⁸ Minimum **90 calendar days** after the closing date, as per paragraph 1.3.1 of RFP N° 60/2014.

⁹ The contract duration will be approximately for 19 (Nineteen) months from the signing of the contract to 29 February 2016.



Payment Terms

3.1 Upon satisfactory completion of the Services, the ILO, in accordance with the provisions below, shall pay the Contractor the amount of *[amount]*, representing the total Contract Price and ILO's maximum financial liability under this Contract.

3.2 The amount as per sub clause 3.1 above shall be paid on a [Click here to insert](#) (monthly, quarterly...) basis.

3.3 Payments as per 3.2 will only be made against invoices sent to [Click here to insert contact details](#) and which state the period for which the Services are provided.

3.4 The ILO reserves the right to terminate the Contract and not make further payments if it is not satisfied with the quality of Services provided by the Contractor.

3.5 Any reimbursement due to the ILO by the Contractor shall be made in the currency of original payment within a period of 30 (thirty) days from the date of receipt of a written notice by the ILO.

3.6. Irrespective of their nature, all claims of the contracting parties, other than warranty claims and claims of the ILO to be defended, held harmless or indemnified by the Contractor against claims of third parties in accordance with the Terms and Conditions applicable to ILO Contracts for Services, arising from or in any way connected with this Contract, shall be asserted within 6 (six) months after its termination.

Responsible for sale

Signature

This Submission has been prepared in accordance with
“Terms and Conditions applicable to ILO Contracts for Services”
