REQUEST FOR PROPOSALS

TRAINING PROGRAMME ON WORKERS RIGHTS IN THE GARMENT, TEXTILE AND FOOD PROCESSING EXPORTING FACTORIES IN THE INDUSTRIES ZONES OF ISMALIA AND PORT SAID

Dear Sir / Madam,

On behalf of the International Labour Office (hereinafter the “ILO”), I would like to invite your company to submit a bid to provide the services described in the attached annexes. This solicitation letter together with its attachments forms an integral part of the present Request for Proposal (RFP).

In your offer, it is essential that you strictly comply with this RFP and, particularly to:

Annex 1 Terms of Reference
Annex 2 Proposal Submission Form (to be signed by Bidder)
Annex 3 Instructions to contracting party
Annex 4 ILO Conditions for Contracts (Services)
Annex 5 Certification Form (to be signed by Bidder)

Your offer must reach us to the below address by not later than 11th of June 2014

Participation in this RFP indicates acceptance of the terms and conditions provided. Failure to comply with the provisions of this RFP and its attachments may render a proposal ineligible for consideration.

When preparing your bid please observe the instructions in the attached ILO Conditions for Service Contracts. These and any supplementary conditions that may be attached hereto will become part of the contract to be concluded with the successful bidder.

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

1) You are requested to submit your offer in the form of an original and two (2) copies, each being divided into a Technical part and a Commercial part. The Technical part (and its copies) should be submitted in one sealed envelope marked “Technical part” and the Commercial part (and its copies) should be submitted in a separate sealed envelope marked “Commercial part”. The original offer and copies should be duly dated, signed and clearly identified as requested to be receivable and shall be submitted in one sealed outer envelope/package to the address indicated below.

2) If you have not received this Invitation to Bid directly from ILO, please specify from where you obtained it.

3) You are requested to hold your proposal valid for 90 days from the deadline for submission.

Offers by fax or by e-mail are not admissible. The outside of the envelope/package should be clearly marked as follows:

Mr Mohamed Nabil Sayed  
International Labour Organization  
9 Taha Hussien  
Zamalek 11211  
Cairo

It is the exclusive responsibility of the Bidder that the sealed envelope/package reaches the above address before the closing date of this RFP. Any offer received after the official closing time and date will be rejected.

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

Yours faithfully,

Yousef Qaryouti,  
Director, DWT/CO CAIRO
Annex 1  Terms of Reference

Subject: Proposal for the provision of a training programme to raise/develop workers awareness of legal rights, FPRW and responsibilities in the Garment, Textile and Food Processing exporting factories in the industrial zones of Ismailia and Port Said governorates

Duration: 10 Weeks

Location: Egypt - In Ismailia and Port Said governorates

1. Introduction and background to the service

Despite the impact of the political unrest and the financial crisis, Egypt’s export sector should remain an important engine of economic growth and employment creation, with a key role to play in the country’s economic development. Notably, textiles, garments and food products are the highest-value, most employment-intensive sectors, together accounting for 34% by value of Egypt’s non-mineral exports. However, low productivity levels are frequently cited as one of the key issues that Egypt’s export sectors must address in order to achieve higher levels of international competitiveness. For example, a 2009 study on the RMG sector concluded that Egypt could increase its clothing exports by 25% to 40% by addressing its productivity problems. There are many factors that underpin this problem, many of which are linked to workforce issues, such as high levels of labour turnover, low skills levels, low levels of worker-management dialogue and a lack of workplace dispute resolution mechanisms. Additionally, there is very little trade union representation within the export factories, particularly in the private sector.

In this context, the project on “Promoting Worker Rights and Competitiveness in Egyptian Export Industries” aims at strengthening compliance with national legislation and building productivity within export factories by working through three parallel and complementary channels:

1) Building the capacity of the national labour inspectorate;
2) Supporting employers and their representatives to improve compliance, working conditions and productivity; and
3) Building systems for labour-management cooperation and worker representation at factory and sectoral levels.

This project will contribute to the promotion of decent work in Egypt by supporting improved compliance with the fundamental principles and rights at work, stronger labour-management cooperation and higher levels of productivity and competitiveness. Notably, the project will deliver a training advisory programme designed to boost enterprise level productivity and implementation of labour rights. The programme will target Egypt’s labour-intensive export sectors, particularly the ready-made garment, textiles and food processing sectors.

Organizational Context
The technical consultant will be reporting to the project officers and Chief Technical Advisor of the project.
2. Expected results

ILO is seeking a qualified and experienced consulting/training firm to conduct awareness training for workers/unionists in the Garment, Textile and Food exporting factories in the industrial zones of Ismailia and Port Said governorates.

The Firm will be responsible for conducting between 26 and 34 training sessions (maximum of 50 workers per session) to reach a total of no less than **1300 workers and union representatives** in the Readymade Garments, Textiles and Food export industries. In each governorate 650 workers should be trained and a maximum of 200 worker per each factory are to be trained.

Training objectives are: to raise workers awareness of legal rights, fundamental principles and rights at work, responsibilities, freedom of associations and to improve the dialogue between workers, worker representatives and factories management.

The training sessions will last a minimum of 6 Hours, and cover the following topics:

a. Rights of workers under the Egyptian labour code and under international conventions related to fundamental principles and rights at work. This will include: wages, holidays, hours of work, rest periods, the employment of women, child labour, occupational safety and health, health insurance and social security;

b. Freedom of association as a fundamental right and the benefits of unionising;

c. Responsibilities and duties of workers and workers unions (Articles 56-57); the common interests of workers and employers for productivity and competitiveness; the current economic challenges of Egypt in the international economy;

d. Role of labor and occupational health & safety inspectors; and

e. Mechanisms to improve the dialogue between workers and management at the factory level.

The detailed training agenda and training materials will be discussed with and approved by the ILO before training is initiated. The training will make use of the training materials provided by the ILO.

**The following key activities will be conducted:**

- Prepare a draft list of industries that may benefit from the training programme;
- Interview at least 50 workers within these using a training needs assessment questionnaire (including preferred training modalities: timing, locations) and provide a summary training needs assessment report;
- Prepare the detailed training agenda and training materials to be used for the trainings;
- Prepare a timed training work plan to conduct the requested training;
- Conduct the training sessions, including:
  - Organize/arrange/ensure that all the needed logistical arrangements are provided, (training venue, refreshments, transportation – any cash disbursements will need to comply with ILO policy and be cleared by ILO)
  - Provide at least two trainers for each session; the trainers will need to be entirely familiar with the training material to be imparted, and will need to be met by the ILO project team before they initiate training;
  - Questionnaires on the satisfaction of the beneficiaries with the trainings will be distributed and collected for each training; the originals will be submitted to ILO;
  - Photo evidence of the workshops should be provided to the ILO; and
  - Provide training report including quantitative data in charts and graphs, narrative presentation of qualitative information, and overall analysis of the training results.
The ILO project team will participate on random basis to some of the trainings imparted, to monitor the technical and logistical quality of the trainings.

3. **Deliverables and timeframe**
   - All deliverables are to be presented in both English and Arabic. And photo material should also be included to illustrate the work accomplished.
   - The total duration of this assignment is: **10 weeks**

<table>
<thead>
<tr>
<th>Deliverable Type / Description</th>
<th>Time of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inception Phase</strong></td>
<td></td>
</tr>
<tr>
<td>• List of industries that will benefit from the training programme</td>
<td>2 weeks after contract signature</td>
</tr>
<tr>
<td>• Summary training needs assessment report;</td>
<td></td>
</tr>
<tr>
<td>• Detailed training agenda and training materials to be used for the trainings</td>
<td></td>
</tr>
<tr>
<td>• Timed training action work plan</td>
<td></td>
</tr>
<tr>
<td><strong>Training implementation</strong></td>
<td></td>
</tr>
<tr>
<td>- 1300 workers trained</td>
<td>7 weeks from receiving ILO approval on the inception report</td>
</tr>
<tr>
<td><strong>Final Report</strong></td>
<td></td>
</tr>
<tr>
<td>Final report produced and presented at a technical workshop implemented with the ILO and key national Stakeholders</td>
<td>1 week from the end of training implementation.</td>
</tr>
</tbody>
</table>

4. **Budget and Payment schedule**
   - The assignment activities budget shouldn’t exceed USD 30’000
   - Payment should be strictly issued in the name of the said legal entity.
   - No miscellaneous costs can be accepted for reimbursement. The service provider should use his / her own computer and means of transportation and accommodation.
   - Payments will be made following the below milestones:

<table>
<thead>
<tr>
<th>Payments Order</th>
<th>Payment Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First payment</strong>: 30% of total contract budget</td>
<td>Upon of inception phase delivery and approval of the report by ILO.</td>
</tr>
<tr>
<td><strong>Second payment</strong>: 40% of total contract budget</td>
<td>Upon completion of training programme for 50% of the total beneficiaries (650 persons), and submission of progress report and approval of the report by ILO.</td>
</tr>
<tr>
<td><strong>Final payment</strong>: 30% of total contract budget</td>
<td>Upon completion of all remaining deliverables and submission of final report and approved by ILO</td>
</tr>
</tbody>
</table>
5. **Selection criteria for the request for proposals**

The following considerations have been taken into account during the selection of the consultant or consultancy firm:

5.1 **APPLICATION PROCESS**

Contractors wishing to apply for this task need to submit a proposal that includes two envelopes:

5.1.1 The first envelop should include the technical proposal:
   
   a- Proposal submission form (Annex 2)
   b- The consultancy firm’s company profile
   c- The previous experience in such tasks and references
   d- The human resources who will participate in this task.
   e- The methodology of doing the job
   f- The schedule and time frame of activities
   g- Presentation workshop
   h- Any additions relevant to the task and not mentioned in the TOR

5.1.2 The second envelop should include the financial terms:

   a- The financial proposal
   b- Price schedule

5.2 **SKILLS AND QUALIFICATION OF RESEARCH TEAM ASSIGNED BY THE CONSULTANCY FIRM OR TECHNICAL CONSULTANT**

- The team leader must have good knowledge of the garment, textile and food industries sectors in the mentioned governorates, and an in-depth knowledge of worker rights, national labor legislations, international labor standards and working environment.

- The team leader should have a minimum of 15 years’ experience in policy analysis and policy advice

- The rest of the team members should possess the following:

1. A Postgraduate degree in economics, business administration or related fields, preferably with prior expertise of knowledge of garment, textile and food processing chain systems and analysis.
2. A minimum of 10 years of experience with a strong understanding of Greater Cairo and Delta’s exporting industries environment and regulatory reform processes.
3. Excellent report-writing skills.
5. Familiarity with Egyptian Labour law and Regulations
6. Project management Track Records with specific proven experience in RMG enterprises and sector upgrading
Annex 2

PROPOSAL SUBMISSION FORM

Response to RFP Dated:
Titled:

Dear Sir / Madam,

Dated this day - month - year

Date, Place: ______________________

Signed: _________________________
Annex 3

INSTRUCTIONS TO OFFERORS

A. Introduction

1. Cost of proposal

The contractor shall bear all costs associated with the preparation and submission of the Proposal, the Project will in no case be responsible or liable for those costs.

B. Solicitation Documents

1. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

2. Clarification of solicitation documents

A prospective contractor requiring any clarification of the Solicitation Documents may notify in writing the ILO. Written copies of the organization’s response (including an explanation of the query without identifying the source of inquiry) will be sent to all prospective contractors that have received the Solicitation Documents.

3. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring Project entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective contractor, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring Project entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

1. Language of the proposal

The Proposals prepared by the contractor and all correspondence and documents relating to the Proposal exchanged by the contractor and ILO shall be written in English.

2. Documents comprising the proposal

The Proposal shall comprise the following components:

a) The Institution profile
b) Previous experience in such tasks
c) Methodology of doing the job
d) The proposed workplan
e) The human resources who will participate in this task
g) Budget proposal completed in accordance with clauses 8 and 9;

The contractor shall make use of the following template for the proposed budget of the offer.

<table>
<thead>
<tr>
<th>Title</th>
<th>Unit</th>
<th>Unit cost</th>
<th>Quantity</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager</td>
<td>work months</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative support</td>
<td>w/m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical staff</td>
<td>w/m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel costs</td>
<td>w/m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub-contracting</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total sub-contracting</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seminars and training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total miscellaneous</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
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</tbody>
</table>

5. Proposal currencies

All prices shall be quoted in **Egyptian Pound**.

6. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring Project entity prior to the deadline prescribed for submission of Proposals.

The contractor’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

E. Opening and Evaluation of Proposals

1. Opening of proposals
A panel of three ILO staff members will open the proposals.

2. Clarification of proposals
To assist in the examination, evaluation and comparison of Proposals, the ILO may at its discretion ask the contractor for clarification of its Proposal. The request for clarification and the response shall be in writing.

3. Evaluation and comparison of proposals
A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to the financial proposal. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 100 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR), and in particular with respect to the following criteria:

<table>
<thead>
<tr>
<th>1. Technical and operational capacity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Does the applicant have sufficient experience in the field of service?</td>
<td></td>
</tr>
<tr>
<td>1.2 Does the applicant have a sufficient technical expertise?</td>
<td></td>
</tr>
<tr>
<td>1.3 Does the applicant have a sufficient management capacity?</td>
<td></td>
</tr>
<tr>
<td>2. Quality of proposal</td>
<td></td>
</tr>
<tr>
<td>2.1 How relevant is the proposal to the objectives and priorities as required by the RFP?</td>
<td></td>
</tr>
<tr>
<td>2.2 Are the activities proposed appropriate, practical, and consistent with the objectives?</td>
<td></td>
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<tr>
<td>2.3 How coherent is the overall design of the action? (Training, data collection, implementation, presentation?)</td>
<td></td>
</tr>
<tr>
<td>2.4 Is the action plan clear and feasible?</td>
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</tbody>
</table>
Annex 4

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
DWT/CO Cairo
9 Taha Hussien
Zamalek 11211
Cairo

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
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 with any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council Resolution 1267 (1267 Consolidated List); 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.
9.3. NOTICE OF DELAY AND FORCE MAJESTÉ: 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 nonreceipt, 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.
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.

2 The 1267 Consolidated List is available at www.un.org/sc/committees/1267/consolist.shtml.
Annex 5

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), which can be found at the website www.un.org/sc/committees/1267/consolist.shtml.

5. 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;
"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.

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