



International
Labour
Organization

Request for Proposal

**Consultancy for the Baseline Study and Sectoral Assessment for the Project
“Improving Workers’ Rights in Rural Sectors of the Indo-Pacific with a focus on
Women”**

RFP No. 01/2021/RAS/20/07/USA

Responses to be received by 13 August 2021



Subject: Procurement of a service provider to conduct baseline study and sectoral assessment for the project “Improving Workers’ Rights in Rural Sectors of the Indo-Pacific with a focus on Women

Request for Proposal (RFP) N°: RFP No 01/2021/RAS/20/07/USA/

Date: 16 July 2021

Dear Sir / Madam,

The International Labour Office (hereinafter the “ILO”) is pleased to invite your company to submit a Proposal for conducting a baseline study and sectoral assessment for the project “Improving Workers’ Rights in Rural Sectors of the Indo-Pacific with a focus on Women” in the Philippines and Indonesia as further described in Annex III.

To enable you to prepare and submit the Proposal, please find enclosed the following Annexes:

- Annex I: Instructions to Bidders with Accompanying Forms
- Annex II – A: Acknowledgment of Receipt
- Annex II – B: Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure
- Annex II – C: Bidder’s Information Form
- Annex II – D: Recent References
- Annex II – E: Technical Proposal
- Annex II – F: Financial Offer
- Annex III: Terms of Reference
- Annex IV: Project Results Framework
- Annex V: Terms and Conditions Applicable to ILO Contracts
- Annex VI: ILO Terms and Conditions for USDOL Funded Contracts

The ILO must receive your proposal no **later than 5:00pm, Manila Time on 02/08/2021** through email to santosj@ilo.org and cc hilado@ilo.org. Late bids will not be accepted.

You may submit a Proposal to the ILO provided that your organization is qualified, able and willing to deliver the goods, works and/or services specified in this RFP. Participation in this RFP indicates acceptance of the Terms and Conditions applicable to both ILO and USDOL funded contracts provided in Annex V and Annex VI. Failure to comply with the requirements of this RFP and its Annexes may render a Proposal ineligible for consideration.

You are kindly requested to acknowledge this RFP and to indicate whether or not you intend to submit a Proposal by completing and returning the form provided in Annex II - A before the proposal closing date.

We look forward to receiving your proposal.

Yours sincerely,

Cerilyn Pastolero
Project Manager



INSTRUCTIONS TO BIDDERS

Reference: **RFP No 01/2021/RAS/20/07/USA/**

Consultancy for the Baseline Study and Sectoral Assessment for the Project “Improving Workers’ Rights in Rural Sectors of the Indo-Pacific with a focus on Women”

Abstract

This document outlines the requirements for presentation of a Request for Proposal to be considered by the International Labour Office.



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ANNEX I

1. INTRODUCTION

1.1 General

These instructions are provided for general information for the preparation of the Proposal for procurement of a service provider to conduct the baseline study and sectoral assessment for the project “Improving Workers’ Rights in Rural Sectors of the Indo-Pacific with a Focus on Women” in Indonesia and the Philippines. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the RFP documents. Failure to comply with these documents will be at the Bidder’s risk and may affect the evaluation of the Bid concerned.

1.2 Eligible Bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates or an individual which have been engaged by the ILO to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods, works or services to be purchased under this Request for Proposal.

1.3. Cost of Bid

The Bidder shall bear all costs associated with the preparation and submission of the Bid. The ILO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

1.4 RFP Schedule

▪ RFP Release Date:	19 July 2021
▪ Clarification questions, if any, related to this RFP must be submitted to santosj@ilo.org by:	23 July 2021
▪ ILO response to clarifications by:	27 July 2021
▪ Proposals Receipt Deadline:	2 August 2021
▪ Estimated Contract Signature Date:	16 August 2021
▪ Estimated Contract Start Date:	19 August 2021

1.5 Clarification Questions

A prospective Bidder requiring any clarification of the RFP documents may notify the ILO in writing on or before the date indicated in paragraph 1.4. The ILO’s response will be provided in writing to any request for clarification received by the deadline indicated in paragraph 1.4 above. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the RFP documents.

2. BIDDING CONDITIONS

2.1 Acknowledgment of Receipt



A prospective Bidder is requested to return promptly the Acknowledgement of Receipt form, provided in Annex II-A, duly completed and signed, even if it is not intending to submit a Proposal, before the proposal closing date.

2.2 Number of Copies, Format and Signing of Proposal

The Bidder shall submit one copy of the Proposal through email with detailed instructions under paragraph 2.3. This is in consideration of the current pandemic where face-to-face interaction is limited. The Proposal shall be dated and signed by the Bidder i.e. by a person or persons duly authorized to bind the Bidder to the contract. The Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.

2.3 Submission and Receipt of Proposals

It is the responsibility of Bidder to ensure that a Proposal is submitted to the ILO strictly in accordance with the stipulations in the solicitation documents. Proposals must be received on or before 05:00 PM Manila Local Time (02 August, 2021). Proposals and modifications to Proposals received after the proposal receipt deadline will be rejected.

Proposals must include all the documents requested in these Instructions to Bidders and shall be submitted by email to santosj@ilo.org and copy hilado@ilo.org. Kindly use the following contact information as part of your cover letter:

Cerilyn Pastolero
Program Manager
Improving Workers Rights in Rural Sectors of the Indo-Pacific with a focus on Women

INTERNATIONAL LABOUR ORGANIZATION
Country Office for the Philippines
19/F, Yuchengco Tower, RCBC Plaza
6819 Ayala Avenue, Makati City 1200 Philippines
Tel. No. +63 (2) 8580 9900
Fax No. +63 (2) 856 7597
www.ilo.org/manila

Proposal must follow the double envelope system using online format wherein the bidder will submit two documents with one having the document title as “**Technical Proposal**” (containing Annexes II-B-II E) and the other file as “**Financial Offer**” (Annex II-F). **Each of the “Technical Proposal” and the “Financial Offer” should be password protected and will only be opened at the end of the bid closing date.** Proposals that are not password protected will be returned to the bidder. After the closing date for the bid, the bid opening secretariat will send an email to all bidders to request the password to open the technical and financial proposal.

Proposals submitted by any other means will be rejected. Where there is any infringement of these instructions, the proposal will be rejected.

2.4 Official Language

The Proposal and all correspondence and documents related to the Proposal shall be written in the English language.



2.5. Correspondence

Any communication in connection with this RFP should be addressed in writing to the E-mail address mentioned in 1.4 above. All correspondence should quote the reference number of the RFP. Bidders are requested not to contact the ILO after the closing time, i.e. during the RFP assessment period.

2.6 No Consultation

A Bidder shall not:

- consult, communicate or agree with any other Bidder or competitor, with regard to price or any other matter related to the RFP for the purpose of restricting competition;
- disclose its price, directly or indirectly, to any other Bidder or competitor, except in the case of provision of standard public price lists;
- make any attempt to induce any other person or organization to submit or not to submit a Proposal for the purpose of restricting competition

If a Bidder is found to be in breach of any of these instructions, the ILO reserves the right to exclude the Bidder from the procedure and reject its proposal.

Nothing in this paragraph shall restrict the right of a Bidder to form a joint venture, a consortium, a partnership or an association for the purpose of submitting a joint Tender.

2.7 Contract Conditions

Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in these RFP documents.

By submitting a Proposal, the Bidder accepts in full and without restriction these instructions. It also accepts the Terms and Conditions of ILO Contracts for Services (Annex V) and ILO Terms and Conditions for USDOL Funded Contracts (Annex VI) being relied on for this bidding procedure and resulting contract, irrespective of the provisions of the Bidder's own conditions of sale, which it hereby waives.

The ILO reserves the right to decline to consider without further comment any Proposal which does not accept the Terms and Conditions set out in Annex V and Annex VI.

2.8 Work on ILO Premises

If the Bidder's personnel are required to work on ILO premises, they shall comply with the security and safety and health arrangements established by the ILO, including applicable provisions of local laws. Where applicable, the Bidder shall be responsible for obtaining valid entry visas and work permits for its employees or sub-contractors and contract commencement may be made subject to complying with these obligations. Failure to comply with such obligations may lead to suspension of payments under and cancellation of the contract.



2.9 Bid Currency

All prices shall be quoted in US Dollar. If the Bid is submitted in a currency other than the Bid Currency, to facilitate evaluation and comparison, the ILO will convert all such prices in USD at the official UN exchange rate applying on the last day for submission of Bids.

2.10 Incomplete Proposals

ILO may reject a Proposal that does not provide all the information requested which is necessary for assessment of the Proposal by the ILO

2.11 Changes to Proposals

Changes or amendments to Proposals will only be accepted if they are received before the deadline for receipt of Proposals and shall be submitted in accordance with the instructions given under 2.3 (Submission and Receipt of the Proposal).

2.12 Material Change(s) in Circumstances

The Bidder shall inform the ILO of any change(s) of circumstances arising during the RFP process including, but not limited to:

- a change affecting any declaration, accreditation, license or approval;
- major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the Bidder or its major sub-contractors;
- a change to any information on which the ILO may rely in assessing Proposals.

2.13 RFP Document, Specifications, Drawings

The RFP Documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by the ILO, are issued solely for the purpose of enabling a Proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to Bidders shall remain the property of the ILO.

2.14 Sub-Contracting

If sub-contracting of work to be undertaken as a result of this RFP is permitted, the ILO reserves the right to approve any sub-contractor that was not included in the RFP Submission Form and request a copy of the sub-contracting agreement between the Bidder and its sub-contractor(s).

2.15 Proposal Validity

The validity of a Proposal shall be six (6) months commencing from the time and date of the closure of Proposals stated in paragraph 2.3 above. The ILO reserves the right to request an extension of the period of validity of Proposals, and to modify or exclude any of the terms of this RFP, at its sole discretion.



2.16 Notification of Contract Award

The ILO will evaluate the Proposals based on the Bidders' responses to the requirements set out in the RFP documents. Each Bidder will be informed of the decision reached concerning the award of the contract.

2.17 Publicity

During the RFP process, a Bidder is not permitted to create any publicity in connection with the RFP.

3. CONTENT OF THE PROPOSAL

Each Proposal shall comprise the following documents (file names of the two documents should be labelled as indicated in 2.3):

3.1 Technical Proposal (Annex II-B, C, D, and E)

Bidders are requested to submit in the first document file with the filename Technical Proposal the following Forms, Annexes II-B to E.

All information must be provided as requested and all Forms must be completed for a Proposal to constitute a valid offer, which is a prerequisite for subsequent evaluation.

3.1.1 Administrative Requirements

a) Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure (Annex II-B) (also to be completed by any Bidding partners and/or associates)

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.

b) Bidder's Information Form (Annex II – C)

The Bidder's Information Form explicitly indicates that the Bidder accepts in full and without restriction the Terms and Conditions applicable to ILO Contracts for Services.

Each Bidder shall attach to this Annex the following mandatory documents:

- 1) Certificate(s) confirming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which the Bidder is established have been fulfilled;
- 2) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the state of affairs at the end of the previous fiscal year, bearing the statement "certified true copy", the date and the signature of a person authorized to represent the company;
- 3) A copy of the last three financial statements of the Bidder, certified by independent auditors.



c) Recent References (Annex D)

Each Bidder must provide details of three contracts entered into during the past five years which are similar in nature to that which will arise from this RFP. The information in Annex II-D must include as a minimum:

- Client name, location and date of project;
- Description of goods provided and works or services performed;
- Contract value;
- Contact details for references.

d) Technical Proposal (Annex II – E)

- 1) The Bidder shall use Annex II-E to describe how it intends to meet the requirements described in the RFP documents and in particular the Terms of Reference provided in Annex III.
- 2) In preparing its Proposal, the Bidder shall review all RFP requirements, including any document referred to in the RFP documents, and will reflect its understanding of and approach to meeting these requirements in the Proposal.
- 3) In preparing the Technical Proposal, the Bidder shall provide details of the proposed project methodology and implementation and management plan as well as CVs of key personnel, which will deliver the goods, services or the works specified in this RFP.
- 4) The Bidder may also add any other document and information to demonstrate its technical and professional capacities and competencies to fulfill the requirements as specified in the Terms of Reference.

3.2 Financial Offer (Annex II – F)

Bidders are requested to submit their Financial Offer in a file (Financial Offer) separate from the Technical Proposal. The Financial Offer should be presented in the format provided in Annex II-F. The Bidder must also provide price breakdown information to support its Financial Offer. Financial Offer document should be password protected as indicated in section 2.3 (Submission and Receipt of Proposal).

All Financial Offers must be established and submitted net of any direct taxes or customs duties. As an international organisation, the ILO is exempt from all taxes and duties.

The ILO is not bound to accept the lowest priced offer from any Bidder, nor give any reason for rejecting a proposal.

4. EVALUATION

4.1 Preliminary Evaluation

Prior to the detailed evaluation of each Proposal, the ILO will undertake a preliminary examination. Proposals will not be considered for further evaluation in cases where:

- a) They are incomplete (i.e. do not include all required documents as specified in Annex I, , Instructions to Bidders, paragraph 3: Content of the Proposal, Annex VI);



- b) The Original Proposal is not signed by the duly authorized individual of the organization/company, as specified in Annex I, Instructions to Bidders, paragraph 2.2: Number of Copies, Format and Signing of Proposal;
- c) Technical and financial documents have not been submitted in separate password protected files and/or pricing information is included, as specified in Annex I, Instructions to Bidders, paragraph 2.3: Submission and Receipt of Proposals and Annex VI;
- d) The validity period of the Proposal is not in accordance with the requirements of the RFP as specified in Annex I, Instructions to Bidders, paragraph 2.15: Proposal Validity and Annex VI.

4.2 Evaluation Process and Criteria

Proposals will be reviewed and evaluated by an Evaluation Panel composed of the Project Manager, ILO specialists and representative of key project partners to determine compliance with the requirements specified in the RFP.

A two-stage procedure will be utilized in evaluating the Proposals, with evaluation of each Technical Proposal being completed prior to any Financial Offer being assessed and compared. Financial Offers will be reviewed only for bidder submissions that meet or exceed the minimum technical score of 49 of the obtainable score during the evaluation of Technical Proposals. Where the assessment of a Technical Proposal results in the minimum specified score not being achieved, the corresponding Financial Offer will not be eligible for further consideration.

Each Technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

During the second stage of the evaluation, the Financial Offers of all Bidders which have attained at least the minimum score during the technical evaluation will be compared.

The Proposals will be evaluated according to the criteria described below:

- a) Depth and quality of response to the RFP;
- b) Technical compliance with the Terms of Reference;
- c) The qualifications and experience of proposed key personnel;
- d) The proposed implementation and management plan;
- e) Overall cost.

The process of evaluating the proposals will be based on the following percentage combination of Technical and Financial elements:

	Percentage
Technical Proposal	70%
Financial Offer	30%
Total	100%

4.3 Award of the Contract

The ILO will award the contract to the Proposal (Technical and Financial) which represents best value for money, i.e. achieving the highest overall score.



The ILO reserves the right to accept or reject any Proposal in whole or in part, to annul the solicitation process and reject all Proposals at any time prior to the issue of the purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the ILO's decision(s).

The award of the contract arising from this RFP will be made at the absolute discretion of the ILO. The ILO's decision to award the contract to a preferred Bidder is final and shall not be questioned by any Bidder.

The Contract or the benefit of the Contract shall not be assigned, sub-contracted or otherwise transferred by the successful Bidder in whole or in part, without ILO's prior written consent, to be given at its sole discretion.

**FORMS TO BE COMPLETED
AND
TO BE SUBMITTED BY THE BIDDER**

- **ANNEX II-A:** Acknowledgement of Receipt
- **ANNEX II-B:** Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure
- **ANNEX II-C:** Bidder's Information Form
- **ANNEX II-D:** Recent References
- **ANNEX II-E:** Technical Proposal
- **ANNEX II-F:** Financial Offer



ACKNOWLEDGEMENT OF RECEIPT

To be returned to:

<p>Cerilyn Pastolero Program Manager Improving Workers Rights in Rural Sectors of the Indo-Pacific with a focus on Women</p> <p>INTERNATIONAL LABOUR ORGANIZATION Country Office for the Philippines 19/F, Yuchengco Tower, RCBC Plaza 6819 Ayala Avenue, Makati City 1200 Philippines Tel. No. +63 (2) 8580 9900 Fax No. +63 (2) 856 7597 www.ilo.org/manila</p>
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Reference: **RFP No 01/2021/RAS/20/07/USA/
Consultancy for the Baseline Study and Sectoral Assessment for the Project “Improving Workers’
Rights in Rural Sectors of the Indo-Pacific with a focus on Women”**

- WE ACKNOWLEDGE RECEIPT OF ALL TENDER DOCUMENTS FOR THE ABOVEMENTIONED RFP
(Note: In the event of missing elements, contact the ILO Office mentioned above)

- WE INTEND TO SUBMIT PROPOSAL

- WE WILL NOT BID FOR THE FOLLOWING REASONS:

.....
.....

Company Stamp

Signature:

Name:

Position:

Tel/Fax:

Email:

Date:



ANNEX II - B

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

RFP No 01/2021/RAS/20/07/USA/- Consultancy for the Baseline Study and Sectoral Assessment for the Project “Improving Workers’ Rights in Rural Sectors of the Indo-Pacific with a focus on Women”

Date: 19 July 2021

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 (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)¹.
5. The Bidder (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 (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 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;

¹ The Consolidated List can be found at the website: http://www.un.org/sc/committees/1267/aq_sanctions_list.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 certify/ies to be duly authorized to sign this Certification on behalf of the Bidder.

Name and Position

Signature

Date



ANNEX II - C

BIDDER'S INFORMATION FORM

I, the undersigned, by submitting this Proposal, hereby confirm that these instructions are accepted in full and without restriction, including the proposed ILO Contract being used for this bidding procedure and resulting contract

1. SUBJECT	
Request for Proposal	RFP No 01/2021/RAS/20/07/USA/
Requirements	Consultancy for the Baseline Study and Sectoral Assessment for the Project "Improving Workers' Rights in Rural Sectors of the Indo-Pacific with a focus on Women"

2. BID SUBMITTED BY A SINGLE ECONOMIC OPERATOR	
Bidder	[Insert Full name of the entity submitting a bid]

3. BIDDER INFORMATION²	
Corporate Name	
Legal Status	
Authorised Capital	
Business Address	
Telephone	
Fax	
Trade Registered No.	
Vat No.	
UNGM ³ Registration Number	
SAM registration Number ⁴	
Date Established:	
Permanent Workers:	
Number of country offices (if applicable)	
Names of Main Managerial staff:	1) 2) 3)
Names and Job Positions of Person Authorized to represent the company:	1) 2) 3)
Certification (if any):	
Accreditation (if any):	

² This information shall be provided by each member of the consortium and any subcontractor(s).

³ Bidders not yet registered with UNGM are encouraged to do so as soon as possible. More information on the registration process are available at <https://www.ungm.org/Vendor/Registration> . If registration number is not yet available, bidders must indicate the date of application to UNGM

⁴ Bidders not yet registered with SAM are encourage to do so as soon as possible. More information on the registration process are available at <https://sam.gov/content/entity-registration> . If registration number is not yet available, bidders must indicate the date of application to SAM



Turnover, Net Income for the past Three Financial Years:				
Currency in USD	Year 1	Year 2	Year 3	Average
Turnover				
Net Income				
Comments				

4. SUMMARY OF WORK DISTRIBUTION			
	Name	Scope of Work / Tasks / Subtasks	% of the Proposal Price
[Bidder]			
[if applicable]			
[sub-contractor]			
[sub-contractor]			

5. MANDATORY DOCUMENTS
<p>As requested in Annex I, Instructions to Bidders, paragraph 3.1.1 b): Bidder's Information Form, the following documents are attached to this form:</p> <ul style="list-style-type: none"> a) Certificate(s) conforming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which the Bidder is established have been fulfilled; b) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the state of affairs at the end of the previous fiscal year, bearing the statement "certified true copy", the date and the signature of a person authorized to represent the company; c) A copy of the last three financial statements by the Bidder, certified by independent auditors.

COMPANY STAMP

Signature:

Name:

Position:

Fax / Tel:

Email:

Date:



ANNEX II – D

**RECENT REFERENCES
RELEVANT EXPERIENCE WITHIN THE PAST FIVE YEARS**

Each Bidder will provide, in the sample table below, the reference information of up to 3 or more projects carried out by it which are of a similar nature to that which will arise from this RFP. The information must include as a minimum:

- Client name, location, and date of execution;
- Description of project and specifically the work done by the Bidder in the project;
- The Contract value;
- Contact details for checking references.

	Client name, location, and date of execution	Description of project and specifically the work done by the Bidder in the project	The Contract Value	Contact details for checking references
1				
2				
3				
4				
5				



ANNEX II - E

TECHNICAL PROPOSAL

TO BE RETURNED ON BIDDER'S LETTERHEAD

- a. The Bidder shall use Annex II-E to describe how it intends to meet the requirements described in the RFP documents and in particular the Terms of Reference provided in Annex III. The bidder can also use as reference the Results Framework and the project indicators (Annex IV) in drafting their proposal.
- b. In preparing its Proposal the Bidder shall review all RFP requirements, including any document referred to in the RFP, and will reflect its understanding of and approach to meeting these requirements in the Proposal.
- c. In preparing the Technical Proposal, the Bidder shall provide details of the proposed project methodology and implementation and management plan as well as the CVs of key personnel which will contribute to the project. Given the COVID – 19 situations in the Philippines and Indonesia, the bidder is expected to put this consideration in developing their methodology and work plan.
- d. The Bidder may also include in this Annex other documents and information to demonstrate its technical and professional capacities and competencies to fulfil the requirements of the Terms of Reference.



ANNEX II - F

FINANCIAL OFFER

TO BE RETURNED ON BIDDER'S LETTERHEAD

Having examined this Request for Proposal including its Annexes, and having examined all conditions and factors which might in any way affect the cost or time of performance thereof, we, the undersigned, offer to execute and complete the Works or the Services, in accordance with the Terms and Conditions applicable to ILO Contracts for Services for the following Total Contract Price, net of any direct taxes or customs duties and other import taxes:

Task	Description	Lump Sum in USD (excluding VAT)
1		
2		
3		
4		
5		
Total		

Attached to this Annex is the proposed cost breakdown for each of the above tasks.

Additional Services

Compensation for any additional services to this RFP shall be calculated on the basis of the rates below:

Position	Rate per day in USD		
	Based at Contractor's Office	Based at ILO	Visiting ILO (<6 consecutive days)
[insert title]			
[insert title]			
Comments			

Company Stamp

Signature:

Name:

Position:

Tel / Fax:

Email:

Date:



ANNEX III

TERMS OF REFERENCE

Consultancy for the Baseline Study and Sectoral Assessment of Working Conditions, including OSH in the Rural Sectors of the Philippines and Indonesia

USDOL Funded ILO Project on Improving Workers Rights in Rural Sectors of the Indo-Pacific with a focus on Women

1. Background Information

The Philippines and Indonesia are two of the biggest users of the US Generalised System of Preference (GSP) along with Thailand, Brazil, and Turkey. The Philippines was the United States' 28th largest supplier of goods imports in 2019, with agricultural products comprising a total of \$924 million out of the country's \$12.8 billion total imports to the US⁵. The volume of goods imports from the Philippines to the US has also increased by 88.1% from 2009 to 2019⁶. Indonesia on the other hand is the US' 22nd largest supplier of goods imports in 2019, with agriculture imports reaching \$3.0 billion out of its \$ 20.1 billion total goods trade in 2019⁷. Indonesian goods exports to the US has increased by 55% from 2009 to 2019⁸.

The increase in imports from both the Philippines and Indonesia to the US in recent years can be attributed to their respective Trade and Investment Framework Agreements (TIFA) and their availment of benefits under the US' Generalised System of Preferences (GSP). As of 2019, both countries are two of the largest users of the US GSP along with Thailand, Brazil, and Turkey.

The rural sectors of agriculture, fishing and mining combined, belong to the list of top products the Philippines and Indonesia export to the US under the US GSP, thus contributing to the employment of millions of men and women workers in the rural communities. However, despite the significance of the agriculture, fishing, and mining industries to the US' trade relations with Philippines and Indonesia, these sectors are characterized by poverty and poor working conditions, especially at the lower tiers of the supply chain in rural areas. Working conditions in these sectors are characterized with widespread informality, use of ambiguous employment relationships, low wages and other issues related to payment of wages, long working hours, unsafe and hazardous working conditions. Women workers in these sectors are at a further disadvantage, as their work is usually undervalued or perceived as merely assisting their husbands or male family members. These conditions contribute in increasing the risk of more serious labour standards' violations including forced and child labour in these sectors.

Furthermore, despite their economic contribution, agriculture and fishing have the highest poverty rates. PSA poverty estimates for 2018 showed that farmers (31.6% or 2.4 million), fisher folk (26.2% or 300,000) and individuals (24.5% or 12.6 million) residing in rural areas experience higher poverty rates compared to other basic sectors.

In the Philippines, agriculture, fishing and mining provide livelihood for more than 9 million Filipino workers, or 24.3% of the total employed population. Most recent data from the Philippine Statistics

⁵ <https://ustr.gov/countries-regions/southeast-asia-pacific/philippines>

⁶ <https://ustr.gov/countries-regions/southeast-asia-pacific/philippines>

⁷ <https://ustr.gov/countries-regions/southeast-asia-pacific/philippines>

⁸ <https://ustr.gov/countries-regions/southeast-asia-pacific/philippines>



Authority (PSA), show that women comprise 22% of those employed in these sectors. The same survey showed that among individuals living in rural areas, women were among those who reported the highest poverty rates at 16.6% or the equivalent to 8.7 million women. Data from the PSA also show that in agriculture, generally, male farm workers received higher overall pay compared to female farm workers. Male farm workers on average received Php 335.00 per day (US\$6.7), compared with Php 304.60 per day (US\$6.09) for female farm workers. This puts women workers in these sectors at a further disadvantage, as their work is usually undervalued or perceived as merely assisting their husbands or male family members. Though the rural sectors of agriculture, fishing and mining are male dominated, women play a critical role in the supply and value chain of these sectors. In agriculture, they participate in harvesting, processing, and packing, record keeping and marketing of agricultural produce. In the fishing and seafood industry, they are heavily involved in processing, coding and sorting, washing, scaling, filleting, steaming, packaging, recording, quality assurance and inspection. In mining, women are involved in mineral processing ranging from crushing, grinding, washing and panning, to amalgamation and amalgam decomposition in the case of gold and waste disposal.

Furthermore, addressing decent work deficits in these rural sectors are also key to preventing and sustainably tackling even more serious violations such as child and forced labour. It should be noted that most of the goods from Indonesia and the Philippines which the US has identified as produced with child labour or forced labour belong to the agriculture, fishing and mining industries (palm, rubber, tobacco, tin and gold and fish for Indonesia and for the Philippines this includes banana, coconuts, sugar, rice, rubber tobacco, gold, fish and hogs)⁹.

If reforms are not taken to address poor working conditions in these rural sectors, these could pose challenges to these industries' market access to the US, based on their Trade and Investment Framework Agreement (TIFA) provisions on respect for workers' welfare and rights¹⁰. This could also pose as a challenge to the US GSP's labour provisions¹¹ where the beneficiary country must “*have taken or is taking steps to afford internationally recognized worker rights, including 1) the right of association, 2) the right to organize and bargain collectively, 3) a prohibition on the use of any form of forced or compulsory labor, 4) a minimum age for the employment of children, and prohibition on the worst forms of child labor, and 5) acceptable conditions of work with respect to minimum wages, hours of work and occupational safety and health*”.

Gaps in the capacity of the Philippines and Indonesia to ensure an enabling environment that would address these decent work deficits in the rural sectors, could also further exacerbate poverty among the millions of workers in the supply and value chain of these industries. However, implementing effective and sustainable reforms to address poor working conditions in the agriculture, fishing and mining sectors require understanding of the legal, political, economic and social context of these sectors and the challenges these pose to tripartite partners in both countries.

To help partners address these the systemic issues on decent work deficits in these sectors, the ILO is currently implementing a four year Project on Improving Workers' Rights in the Rural Sectors of the Indo Pacific with a Focus on Women.

⁹ [List of Goods Produced by Child Labor or Forced Labor | U.S. Department of Labor \(dol.gov\)](#)

¹⁰ [US-Philippines TIFA.pdf \(ustr.gov\)](#)

¹¹ [GSPGuidebook_0.pdf \(ustr.gov\)](#)



2. Description of the Project

The International Labour Organization (ILO) is implementing the project on Improving Workers Rights in the Rural Sectors of the Indo – Pacific with a focus on Women, which aims to contribute to ensuring and sustaining improved working conditions, especially for women workers, through the improvement and promotion of labor laws compliance in the rural sectors in the Philippines and Indonesia.

The project seeks to improve the capacity of government, employers' and workers' organisations' in the promotion of compliance with labor laws, occupational safety and health (OSH) and mainstream gender equality. It will work at various levels (at the national, sectoral/ industry, workplace, supply chain/ value chain and community levels), taking on approaches aimed at systematically addressing decent work deficits in target subsectors. The project will also leverage on existing policies, commitments and priorities of tripartite partners, including alignment of law and practice with ratified ILO Conventions and compliance with labour provisions of trade agreements to support greater market access.

The project has two main long-term outcomes, which focus on governance and industry engagement. Gender equality is mainstreamed in Project outcomes, outputs and indicators:

- **Long – Term Outcome 1:** National frameworks for compliance to labour laws, gender equality and occupational safety and health (OSH) in rural sectors are enhanced
- **Long – Term Outcome 2:** Enhanced enabling environment for the promotion and compliance on labour laws, gender equality and occupational safety and health (OSH) in rural sectors in pilot enterprises and communities

Under each long-term outcome are the following medium and short term outcomes:

- **Medium Term Outcome 1.1:** National and regional tripartite mechanisms of industry tripartite partners in (1) mainstreaming gender and sector specific labour issues in industry tripartite councils and (2) Occupational Safety and Health in line with ILO Convention No 187 are enhanced
 - **Short Term Outcome 1.1.1** Enhanced and improved gender-responsiveness of national and regional level tripartite systems for developing and promoting labour laws in target sectors
 - **Short Term Outcome 1.1.2** Promotional framework of industry tripartite partners for safety and health at work is developed in the target sectors
 - **Short Term Outcome 1.2.1** Inspection policy and processes on sector-specific labour laws, OSH, and gender issues are improved
- **Medium Term Outcome 1.2:** Enhanced and improved gender-responsiveness in government's monitoring, enforcement and remediation on labour and OSH
 - **Short Term Outcome 2.1.1** Improved capacity of employers' and workers' organizations to promote compliance to gender, labour laws, and OSH in the supply chain of target sectors
 - **Short Term Outcome 2.1.2.** Community level tripartite mechanisms on addressing gender equality and labour and OSH in pilot communities are established and operational
 - **Short Term Outcome 2.1.3.** Gender - responsive workplace level mechanisms on labour laws compliance, and OSH are implemented



The relationship between the Project's outputs and outcomes is reflected in the Project Results Framework attached as Annex IV of the RFP, as reference. The project will also be implemented under the Framework of the Safety + Health for All Flagship Programme launched by the ILO Director General in late 2015. This Programme is aimed at improving the safety and health of workers by reducing the incidence of work-related deaths, injuries & diseases worldwide.

For the Philippines, the Project shall focus on the banana industry for agriculture, tuna in the fishing sector and in both large and small-scale mines for mining. For Indonesia, the Project shall focus on the palm oil industry for agriculture and fish and shrimp industries for fishing. Since the Project shall be mainstreaming gender equality in the process, focus will likewise be given to specific issues which affect women workers in selected tiers of the Project's target sub-sectors.

3. Objectives of the Consultancy

The Project will conduct a baseline study and sectoral assessment to assist the Project in ensuring that target- setting is evidence-based, and that strategies would take into account root causes of issues, drivers and non-drivers of compliance, sectoral nuances, and existing opportunities for reforms, including potential areas for sustainability. The baseline study and sectoral assessment will cover working conditions in the Project's target sub sectors in Philippines and Indonesia covering fundamental principles and rights at work (FPRW) employment arrangements, wages, hours of work, social security, leaves, including OSH, and gender equality in the target subsectors of the Project.

This Terms of Reference covers both the Philippines and Indonesia. The Project shall engage a service provider, with presence and experience on related work in both the Philippines and Indonesia, and with the familiarity on labour issues and labour laws and OSH in both countries.

The objective of this consultancy is to produce comprehensive baseline and sectoral assessments of the working conditions of rural workers, particularly women, in the target sub-sectors of both Indonesia and the Philippines, which the Project can use for target-setting, and development of intervention strategies. Specifically, this consultancy aims to:

- Establish baseline values for the Project's performance indicators to serve as basis for the project's targeting, planning, monitoring and evaluation of progress and results;
- Analyze working conditions (covering FPRW, employment arrangement, wages, hours/leave, social security) in the Project's target sub sectors, with a focus on OSH and gender equality including in the informal economy, and identify drivers of compliance and non-compliance based on review of baseline data, relevant researches and information, surveys, and inputs from Project partners.
- To provide latest available information on OSH for the Project's target sectors, as prescribed by the ILO Convention on the Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187) and the ILO Promotional Framework for Occupational Safety and Health Recommendation, 2006 (No. 197), including their gender dimensions and the implications brought about by CoVID 19, which can be used by tripartite partners as inputs to the national OSH programme ;
- Identify gender-responsive recommendations for the consideration of the Project and its partners, in terms of planning project strategies and interventions, target setting,



identification of policy reforms, and opportunities for sustainability in the identified sub-sectors

4. Key Outputs under this Terms of Reference

There shall be three main outputs under this consultancy. The service provider is expected to employ a gender lens / perspective in developing the methodology and drafting of these deliverables. This will also help the Project in better understanding the different roles, responsibilities, needs and constraints of both men and women workers in the target subsectors, and identifying more gender responsive prevention measures. Main outputs under this consultancy are as follows :

(4.1) Baseline data tracking tables with baseline figures and targets covering the Philippines and Indonesia

(4.2) Separate Sectoral Assessments of Working Conditions, including OSH in the Rural Sectors for the Philippines and for Indonesia

In addition to the above, an inception report detailing how the study will be conducted will be submitted prior to the data gathering.

The baseline and sectoral assessments shall base the analysis on relevant and most recent government data whether it be from labour inspection, provision of technical advisory services, government registries, researches, gap analyses and other administrative data, as well field surveys. Analysis shall also be informed by relevant ILO Conventions and other international labour standards, national laws and regulations, memoranda of agreements or other forms of institutional frameworks aimed at addressing decent work deficits in the target sectors. The Project has already conducted an inventory of international labour standards and already existing tools, materials and researches which may be relevant to the assessment, and which can be readily turned over to the service provider. Furthermore, the Project shall engage a national consultant in the Philippines and in Indonesia to assist in providing in-depth analysis and contextualization of the outputs of the service provider based on national laws and local contexts.

The expected outputs under this Terms of Reference are discussed below, and progress on the delivery of these outputs are detailed in section 5 of this TOR.

(4.1) Baseline Data Tracking Table with Baseline Figures and Targets Covering the Philippines and Indonesia

The baseline data tracking table covers applicable indicators for Indonesia and the Philippines, based on the Project Results Framework on Annex IV of this RFP. A baseline indicator table clearly maps out the different indicators of the Project together and sources. It is expected that the service provider will provide the baseline information for each of the indicators ahead of the first draft of the narrative report for the sectoral assessments.



(4.2) Two Separate Country-Specific Sectoral Assessments on Working Conditions, including OSH in the Rural Sectors, for the Philippines and for Indonesia

The country-specific sectoral assessments on working conditions, including OSH in the rural sectors shall focus on a gender-responsive analysis of the working conditions in the Project's target sectors in the Philippines and in Indonesia covering FPRW, employment arrangements, wages, working hours and breaks, leaves, access to social security, OSH and gender equality. Analysis of these conditions will employ a gender responsive approach to better understand the different nuances and working conditions experienced by both men and women in these sectors. The baseline data will be used as reference for the sectoral assessment.

On the OSH component of the sectoral assessments, data to be provided shall be aligned with requirements for an OSH profile as provided for by ILO's Promotional Framework for Occupational Safety and Health Recommendation, 2006 (No. 197). It should look into data on prevalent occupational accidents, injuries and diseases in the different economic activities within the Project's target sectors and sub-sectors, and their gender dimensions.

On gender equality, the assessment shall look into implementation of labour laws on women, and other areas covered by ILO Conventions on gender equality. The service provider will also assess gender equality in the workplace in reference to the data gathered.

The service provider is also expected to include an analysis of the impact of COVID – 19 in these sectors especially on its impact on women workers.

In addition to identifying key issues on working conditions, OSH and gender equality (as detailed above), in the Project's target sectors, the sectoral assessments shall also provide an analysis of the drivers and non-drivers of compliance based on review of existing research, and inputs from partners. Drivers and non-drivers of compliance should cover regulatory factors (such as policy and institutional mechanisms for monitoring, enforcement, reporting and delivery of technical advisory services), market factors (such as private compliance initiatives, trade policies and incentives) and social dialogue mechanisms.

Lastly, based on the data and analysis presented in the baseline and sectoral assessments, gender-responsive short, medium and long term recommendations shall be put forward for the consideration of partners and the Project in terms of target-setting and development of implementation strategies and Project sustainability.

4. COVID – 19 Considerations and Measures

The contractor should have the capacity to conduct data collection in the areas where the Project will be implemented. Furthermore, given the limitations in data collection due to COVID – 19 restrictions and health protocols, the contractor is expected to provide COVID – 19 mitigating measures associated in data collection especially in the event that there is a need to conduct face-to-face data gathering or hiring of field enumerators.

Please note, that it is highly recommended for the contractor to explore the safest way in data collection by exploring easily accessible platforms / tools that will facilitate safer data collection process and limit in-person interaction for purposes of data gathering.



It is also expected that the contractor shall follow all health protocols (i.e. restriction on mobility, physical distancing, etc.) associated with COVID – 19 including guidelines released by local government units and the COVID- 19 task force.

5. Tasks and Expected Outputs

Progress on the delivery of expected outputs under section 4 of this TOR are detailed below:

- Final Inception Report which includes their proposed research outline, methodology, proposed data collection tools (translated to the local language), workplan (which would include timeline of consultations and orientations on the use of data collection tools), list of possible references, and COVID – 19 measures. This should bear comments from the Inception workshop, and the ILO and any national consultant it will engage

The project will organize an inception workshop to discuss with partners the coverage, data collection methodologies and tools for the baseline and the sectoral assessments. While refining the methodology and tools, the service provider /service provider shall also conduct a desk review of project and relevant project documents to gather necessary information that will help them tailor fit or develop their instruments. The Project team will provide existing research tools, references and contacts to the service provider which they can use in the drafting of the research methodology.

The service provider shall pilot the proposed data collection tools among non-sample workplaces, and shall incorporate changes in the tools as observed during piloting, if any, and then finalizing the tools. The service provider shall work with the Project team to ensure that data collection tools and methodologies complement and make use of existing tools developed by the ILO. The service provider should also provide an orientation to the project partners on the methodology and approach that will be employed for the baseline and sectoral assessment. Data collection platforms and tools should be ready for transfer to the Project and its partners, should they wish to conduct a similar research in the future

The service provider shall also participate in Project consultations aimed at gathering inputs on the sectoral assessment and tools to be used.

The work plan, which is one of the attachments of the Inception Report shall include not just timeline but also list of possible contacts to be met or interviewed.

- Baseline Data Tracking Table for Indonesia and the Philippines and Presentation of initial findings for validation to tripartite partners

The service provider shall submit the Baseline Data Tracking table (to be provided by the Project team), which should contain baseline information for the Project's indicators. The service provider is also expected to provide all accompanying data needed to make sense of the quantitative numbers included in the Baseline Data Tracking Table. Furthermore, the service provider shall also submit their initial findings from the data collection including key recommendations in powerpoint format, for tripartite partners' validation. The presentation should be documented and documentation to be attached as part of the annexes of the final baseline and sectoral assessment report.



➤ 1st Draft of the Baseline Study and Sectoral Assessment of Working Conditions, including OSH in the Rural Sectors for the Philippines and for Indonesia

The 1st draft of the baseline and sectoral assessments shall include validated findings and recommendations for Project target setting, and implementation of strategies. The 1st draft will be circulated to the tripartite partners, ILO specialists and any national consultants which the Project will engage. It is expected that the service provider will present initial drafts of the sectoral assessment reports to partners.

➤ 2nd Draft of the Baseline Study and Sectoral Assessment of Working Conditions, including OSH in the Rural Sectors for the Philippines and for Indonesia

This report will bear key inputs and recommendations from tripartite partners, ILO specialists and any national consultant which the Project will engage.

➤ 3rd and Final draft of the Baseline Study and Sectoral Assessment of Working Conditions, including OSH in the Rural Sectors for the Philippines and for Indonesia

The baseline and sectoral assessments shall be finalized incorporating further comments that can be received from the Project partners, and the ILO. All tools and data collected by the service provider including results of the survey should be turned over to the Project team.

6. Roles and Responsibilities of the Service Provider:

The service provider shall perform the following roles and responsibilities to achieve the expected outputs under this TOR:

- Deliver the outputs under Section 4 of this TOR covering each country based on data, information and inputs gathered, and ensure progress under section 5 of this TOR, towards final delivery of outputs
- Coordinate closely with the Project team for scheduling of data collection activities with partners, to ensure that relevant tools and materials from the ILO, and technical inputs of specialists, Project partners and any national consultant which the Project will engage to provide further country-specific technical inputs on the baseline and sectoral assessments.
- Attend Project meetings and consultations related to data collection, validation of findings and gathering of recommendations from the baseline and sectoral assessments

7. Timeline and Payment Plan and Schedule

Expected Outputs	Estimated Completion Dates	Payment Plans (as % of the value of the contract)
ILO acceptance of the Final Inception Report which includes their proposed research outline, methodology, proposed data		20%



Expected Outputs	Estimated Completion Dates	Payment Plans (as % of the value of the contract)
collection tools (translated to the local language), work plan (which would include timeline of consultations and orientations on the use of data collection tools,), list of possible references, and COVID – 19 measures	On or before 9 September	
ILO acceptance of the Baseline Data Tracking Table for Indonesia and the Philippines and , Presentation of initial findings for validation to tripartite partners	On or 5 November	25%
1st Draft of the Baseline Study and Sectoral Assessment of Working Conditions, including OSH in the Rural Sectors for the Philippines and for Indonesia	On or before 12 November	20%
2 nd Draft of the Baseline Study and Sectoral Assessment of Working Conditions, including OSH in the Rural Sectors	On or before 30 November	15%
3 rd and Final draft of the Baseline Study and Sectoral Assessment of Working Conditions, including OSH in the Rural Sectors for the Philippines and for Indonesia	15 December	20%
Total		100%

8. Management Arrangements

The consultant/service provider will establish all communications and work in close coordination with the M&E officer under the guidance of the project manager. All the tasks related to this assignment will be carried out in close coordination and consultation with the country office and the labour administration, labour inspection (LABADADMIN/OSH) Branch at ILO HQ. The ILO shall coordinate with other specialists to ensure that expert inputs on international labour standards, gender, and OSH, alignment of national law and practice, and good practices are gathered and integrated into the baseline and sectoral assessment, if possible.

The service provider will facilitate all data collection meetings / activities and presentation of findings in consultation with the USDOL Project Team. The contractor shall work closely with any national consultant which the Project will engage to ensure that local and sectoral contexts are taken into consideration in the research. The service provider will also be directly responsible for all coordination associated with the data collection at the field level (i.e. community and pilot enterprises).

If necessary, the Project team may assist the service provider in securing schedules for data collection activities with partner such as key informant interviews and focus group discussions.



In the event or circumstances that the service provider will hire field enumerators, the contractor will be responsible for all logistical and other arrangements, including COVID – 19 safety measures for all enumerators. It is still highly recommended that the contractor will explore platforms for data collection that are safer for both the contractor and the respondents.

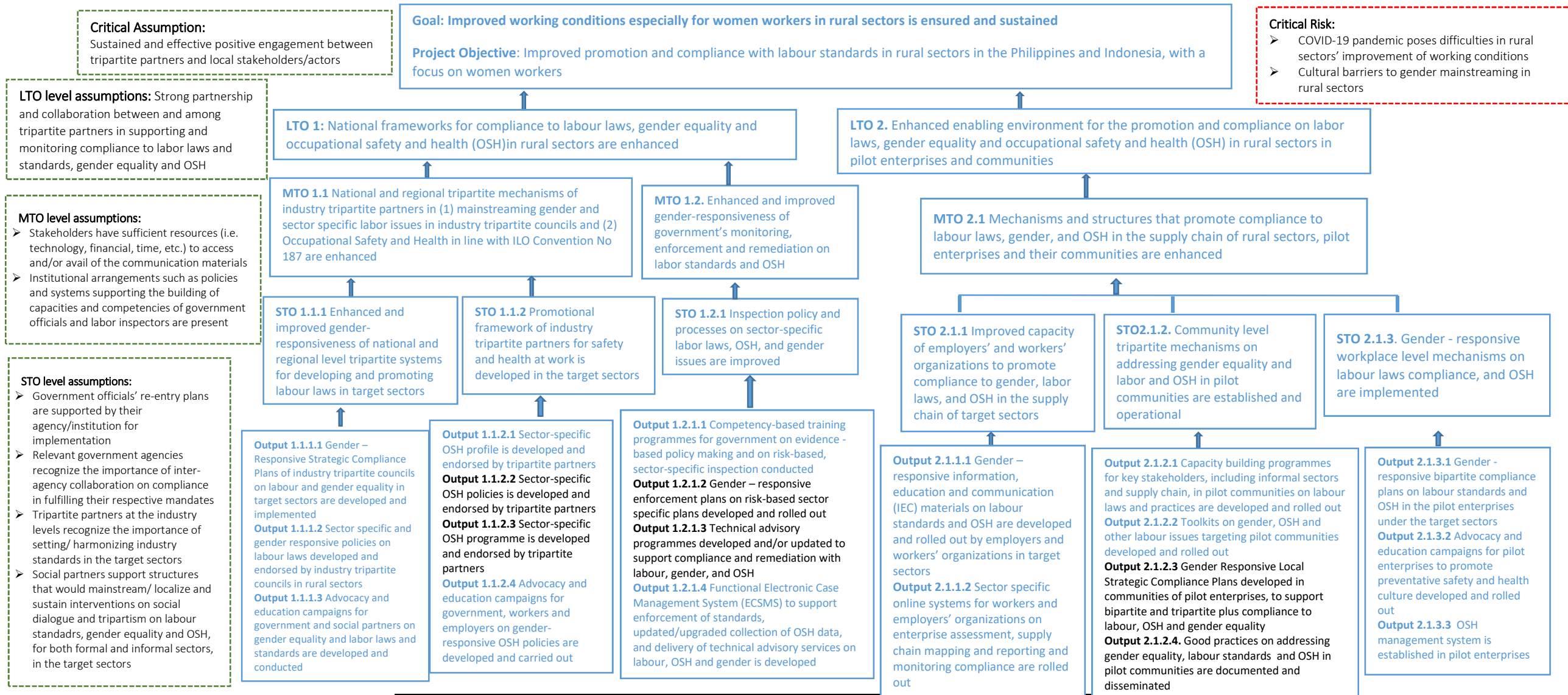
9. Service Provider Profile

The service provider is expected to have the resources and appropriate competencies needed to fully execute the scope of this engagement. It should have significant experience or expertise in the following:

- Presence, networks or experience working in the Philippines and Indonesia
- Conducting research, evaluations and assessments including designs, methods, data analysis and tools/instrument development
- Data collection planning and implementation in complex settings including implementation in a COVID – 19 context
- Presentation of research, evaluation and assessment findings to broad range of stakeholders such as government agencies, employers organizations, workers organizations, and local stakeholders (i.e. communities)
- Familiarity with international labour standards and national labour laws applicable in the Project's target sub sectors.
- Experience working on OSH at the enterprise, industry and national levels
- Familiarity with various good practices in promoting labour laws compliance
- Familiarity on gender mapping and analysis
- Excellent command of English and ability to speak local language (i.e. Bahasa, Cebuano)



PROJECT'S RESULTS FRAMEWORK



Note: Those in blue font are outcomes and outputs applicable to Indonesia and the Philippines

Activities: Sectoral assessment and gender supply chain mapping; capacity building and competency-based programs; development of sector specific IEC, establishing and enhancing online systems; localization and mainstreaming of gender, labor laws and standards, and OSH; enhancing social dialogue



Project Outputs, Outcomes and Indicators Matrix

Indicators <i>Not all indicators apply to both countries. Please see the Results Framework for details</i>	Possible Data Sources
Project Objective: Improved promotion and compliance with labour standards in rural sectors in the Philippines and Indonesia, with a focus on women workers	
Incidence rates of occupational diseases, injuries, disability and death, and morbidity and severity of diseases and injuries in the rural sectors	DOLE , PSA, OSHC, ECC data MoM
Compliance rate with all labour standards	DOLE MoM
Percentage of workers, especially women workers, who reported an improvement of their working conditions	Survey in potential pilot enterprises and communities
LTO 1: National frameworks for compliance to labour laws, gender equality and occupational safety and health (OSH) in rural sectors are enhanced	
Correction rates on gender, labour standards and OSH	DOLE MoM
Number of implemented gender responsive sector-specific policies on promotion and compliance to labour laws and OSH	DOLE MoM Desk review of sector specific policies
MTO 1.1 National and regional tripartite mechanisms of industry tripartite partners in (1) mainstreaming gender and sector specific labor issues in industry tripartite councils and (2) Occupational Safety and Health in line with ILO Convention No 187 are enhanced	
Number of sector-specific and gender-responsive policies on labour laws and OSH adopted by tripartite partners	DOLE, MoM, partner agencies in the target sectors of the Project in each country Interviews
Percentage of women who are members of industry tripartite councils (PH) / Tripartite Committee / Forum (ID)	Survey Desk review
Draft recommendations on improving existing coordination among OSH infrastructures developed and endorsed by tripartite partners	OSH institutions
STO 1.1.1 Enhanced and improved gender-responsiveness of national and regional level tripartite systems for developing and promoting labour laws in target sectors	
Number of national tripartite partners who reported an improved capacity on the promotion and compliance to gender equality and labour standards	Survey Copies of any materials or programmes on compliance they have
Number of established industry tripartite councils ITCs (PH)/ Tripartite Committee/Forum (ID) in target sectors that adopt gender-responsive strategic compliance plans	DOLE, MoM, partner agencies in the target sectors of the Project in each country
Percentage of women workers and employers who were consulted and involved in the development of sector specific policies	Survey
Output 1.1.1.1 Gender – Responsive Strategic Compliance Plans of industry tripartite councils on labour and gender equality in target sectors are developed and implemented	
Number of implemented gender-responsive Strategic Compliance Plans on labour laws and standards	DOLE, MoM, partner agencies in the target sectors of the Project in each country
Number of women involved in the development of gender-responsive strategic compliance plans	Desk review – attendance or documentation of the strategic compliance planning DOLE, MoM, partner agencies in the target sectors of the Project in each country
Output 1.1.1.2 Sector specific and gender responsive policies on labour laws developed and endorsed by industry tripartite councils in rural sectors	
Number of sectoral assessments on gaps, benefits and opportunities, and legal frameworks and existing policies on labor laws compliance	Desk review Survey / Interview



Indicators <i>Not all indicators apply to both countries. Please see the Results Framework for details</i>	Possible Data Sources
Number of sector specific and gender-responsive policies on labour laws compliance developed and endorsed by ITCs in rural sectors	Desk review Survey / Interview
Output 1.1.1.3 Advocacy and education campaigns for government and social partners on gender equality and labor laws and standards are developed and conducted	
Number of advocacy and education campaigns	Materials used
Number of participants who attended / accessed the advocacy and education campaigns	Survey
STO 1.1.2 Promotional framework of industry tripartite partners for safety and health at work is developed in the target sectors	
Number of agencies which mainstreamed OSH in their regular technical assistance or advisory programs in the rural sectors	DOLE, MoM, partner agencies in the target sectors of the Project in each country
Number of sector- specific OSH profiles adopted by relevant government agency for inclusion in the updating of national OSH profile	DOLE, MoM, partner agencies in the target sectors of the Project in each country Desk review
Output 1.1.2.1 Sector-specific OSH profile is developed and endorsed by tripartite partners	
Number of developed and endorsed sector-specific OSH profile	Desk review
Output 1.1.2.2 Sector-specific OSH policies is developed and endorsed by tripartite partners	
Number of developed sector specific OSH policies	Desk review
Number of consultations or social dialogue activities done by tripartite partners in developing sector specific OSH policies	Desk review
Output 1.1.2.3 Sector-specific OSH programme is developed and endorsed by tripartite partners	
Number of endorsed sector specific OSH programmes	Desk review Interview
Number of training courses on OSH delivered to members of OSH Tripartite Bodies	Desk review Interview
Output 1.1.2.4 Advocacy and education campaigns for government, employers and workers on gender-responsive OSH policies are developed and carried out	
Number of advocacy and education campaigns for government, workers and employers	Desk review Interview
Number of relevant government representatives, employers and workers who attended / participated in advocacy and education campaigns	Survey
MTO 1.2. Enhanced and improved gender-responsiveness of government's monitoring, enforcement and remediation on labor standards and OSH	
Number of trainings for labour inspectors on sector-specific compliance on labour standards, gender equality and OSH conducted by labour inspectorate and relevant agencies	Desk review Interview
Number of workers in target sectors, covered by labor inspection on priority issues	DOLE, MoM
STO 1.2.1 Inspection policy and processes on sector-specific labor laws, OSH, and gender issues are improved	
Number of labor inspectors who reported improved knowledge and effectiveness on sector-specific compliance on labour standards, gender equality and OSH in the rural sectors	Survey Interviews DOLE, MoM
Draft sector – specific and gender-responsive recommendations developed and endorsed by labour inspectorate and /or relevant agencies to update or improve evidence – based inspection policies and processes in the conduct of inspections in line with ILO Convention 81 and 129	Desk review Interview
Output 1.2.1.1 Competency-based training programmes for government on evidence -based policy making and on risk-based, sector-specific inspection conducted	
Number of competency – based training participants	Desk review
Number of conducted competency-based training programmes	Desk review
Output 1.2.1.2 Gender – responsive enforcement plans on risk-based sector specific plans developed and rolled out	
Number of developed and rolled out sector specific gender – responsive enforcement plans	Desk review Interview
Output 1.2.1.3 Technical advisory programmes developed and/or updated to support compliance and remediation with labour, gender, and OSH	



Indicators <i>Not all indicators apply to both countries. Please see the Results Framework for details</i>	Possible Data Sources
Number of developed and/or updated technical advisory programmes	Desk review Interview
Output 1.2.1.4 Functional Electronic Case Management System (ECSMS) to support enforcement of standards, updated/upgraded collection of OSH data, and delivery of technical advisory services on labour, OSH and gender is developed	
Number of proposed ECMS designs developed and presented to relevant government agencies and social partners	Desk review Interview
Availability of standards/guidelines on the use of ECMS	Desk review Interview
Number of LI reports generated by the ECMS on labour and OSH standards in the target sectors	Desk review Interview
LTO 2 Enhanced enabling environment for the promotion and compliance on labour laws, gender equality and occupational safety and health (OSH) in rural sectors in pilot enterprises and communities	
Percentage of workers and employers who reported satisfaction in their level of participation and representation to different mechanisms and structures	Survey
Number of workers, particularly women workers in pilot enterprises with improved access to (i) awareness raising and promotion activities and materials, and (ii) prevention and remedies on issues associated with gender equality, labour standards and OSH	Survey
MTO 2.1 Mechanisms and structures that promote compliance to labour laws, gender, and OSH in the supply chain of rural sectors, pilot enterprises and their communities are enhanced	
Number of social partners implementing gender-responsive programs on promotion and compliance to labour standards and OSH in the supply chain of rural sectors in pilot communities	Desk review Interview
Number of employers and workers who received technical assistance from tripartite and/or bipartite partners in strengthening their mechanisms and structures to promote gender equality, labour standards and OSH	Survey
Number of feedbacks received by employers' and workers' organizations on compliance to labour laws, gender equality and OSH	Desk review Survey
STO 2.1.1 Improved capacity of employers' and workers' organizations to promote compliance to gender, labor laws, and OSH in the supply chain of target sectors	
Percentage of workers' who reported improved delivery of membership services on labour, OSH and gender equality in the supply chain	Survey
Number of assistance provided by employers' and workers' organizations to support compliance to labour laws, OSH and gender equality in the supply chain	Survey
Output 2.1.1.1 Gender – responsive information, education and communication (IEC) materials on labour standards and OSH are developed and rolled out by employers and workers' organizations in target sectors	
Number of IEC materials (1) developed and (2) disseminated	Desk review Interview
Number of stakeholders reached by IEC materials	Desk review Interview
Number of capacity building / rolling out of IEC activities conducted by employers and workers' organizations in target sectors on gender, labour standards and OSH	Desk review Interview
Output 2.1.1.2 Sector specific online systems for workers and employers' organizations on enterprise assessment, supply chain mapping and reporting and monitoring compliance are rolled out	
Number of specific online systems for workers and employers such as social media platforms, website/microsites	Desk review Interview
Number of workers and employers who accessed online systems	Online engagements / online system data – desk review Survey
STO2.1.2. Community level tripartite mechanisms on addressing gender equality and labor and OSH in pilot communities are established and operational	
Number of implemented community level mechanisms addressing gender equality, labour and OSH in the supply chain of rural sectors	Desk review survey



Indicators <i>Not all indicators apply to both countries. Please see the Results Framework for details</i>	Possible Data Sources
Number of supply chain actors in pilot communities who accessed community level mechanisms	Survey Interview
Output 2.1.2.1 Capacity building programmes for key stakeholders, including informal sectors and supply chain, in pilot communities on labour laws and practices are developed and rolled out	
Number of stakeholders, including informal sector and supply chain in target sectors, who attended capacity building programmes	Survey
Number of capacity – building programs on labour laws , gender equality and OSH	Survey
Output 2.1.2.2 Toolkits on gender, OSH and other labour issues targeting pilot communities developed and rolled out	
Number of toolkit for local government authorities on gender, OSH and labour issues	Desk review Interview
Output 2.1.2.3 Gender Responsive Local Strategic Compliance Plans developed in communities of pilot enterprises, to support bipartite and tripartite plus compliance to labour, OSH and gender equality	
Number of Gender Responsive Local Strategic Compliance Plans developed in communities of pilot enterprises	
Output 2.1.2.4. Good practices on addressing gender equality, labour standards and OSH in pilot communities	
Number of documentation materials on good practices published and used / referenced by partners	
STO 2.1.3. Gender - responsive workplace level mechanisms on labour laws compliance, and OSH are implemented	
Number of enterprise level gender responsive policies on labour and OSH developed through social dialogue in pilot enterprises	Desk review Interview Survey
Number of enterprises implementing workplace level OSH management systems with recording and notification systems	Desk review Interview Survey
Output 2.1.3.1 Gender - responsive bipartite compliance plans on labour standards and OSH in the pilot enterprises under the target sectors	
Number of gender - responsive bipartite compliance plans on labour and OSH standards in the pilot enterprises	Desk review Interview Survey
Output 2.1.3.2 Advocacy and education campaigns for pilot enterprises to promote preventative safety and health culture developed and rolled out	
Number of advocacy and education campaigns developed and rolled – out	Desk review Interview Survey
Number of employers with improved awareness of legal obligations on workers right related to labor standards, gender equality and OSH	Desk review Interview Survey
Number of workers with improved understanding of workers’ rights related to labor standards, gender equality and OSH	Desk review Interview Survey
Output 2.1.3.3 OSH management system is established in pilot enterprises	
Number of pilot enterprises with bipartite OSH committee	Desk review Interview Survey
Number of bipartite risks assessments conducted by pilot enterprises	Desk review Interview Survey
Number of developed enterprise level policy on OSH management	Desk review Interview Survey



ANNEX V

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:

ILO Country Office for the Philippines (CO-Manila)
19th Floor, Yuchengco Tower, RCBC Plaza
6819 Ayala Avenue
Makati City
Philippines 1200



Facsimile: + (63) (2) 7856 75 97
Phone: + (63) (2) 580 99 41
e-mail: tolentino@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 with¹² any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council Resolution 1267 (1267 Consolidated List)¹³; 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

¹² United Nations Security Council Resolution 1617 defines "associated with" and it is available at <http://www.un.org/sc/committees/1267/resolutions.shtml>.

¹³ The 1267 Consolidated List is available at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml.



- 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 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.

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 VI

ILO TERMS AND CONDITIONS FOR USDOL FUNDED CONTRACTS

Required provisions where the United States of America is the donor:

The Contractor/Implementing Agent acknowledges and agrees that as the funding for the Contract/Implementation Agreement (Contract/Agreement) derives from the US Department of Labor (USDOL or Government), the following provisions are required and are to be read in conjunction with the Terms and Conditions applicable to ILO Contracts/ILO Implementation Agreements (**Annex 1** of the Contract/**Annex A** of the Agreement):

1. **RESTRICTIONS ON USE OF FUNDING:** The Contractor/Implementing Agent undertakes that it will *not* use Government funds:
 - 1.1 For **alcoholic beverages**.
 - 1.2 For **direct cash transfers** to target beneficiaries. Participant support costs incurred in the nature of incidental items that are purchased and distributed or the issuance of vouchers may be allowable. Participant support costs that are direct costs for items incidental to providing services, including such items as uniforms, school supplies, books, provision of tuition (e.g., in the form of stipends), and transportation costs, are allowable.
 - 1.3 For **entertainment**, including amusement, diversion, and social activities and any costs directly associated with entertainment (such as tickets, meals, lodging, rentals, transportation, and gratuities). Costs of training, meetings and conferences, when the primary purpose is the dissemination of technical information, are allowable. Costs of meals, refreshments, transportation, rental of facilities and other items incidental to such meetings and conferences, are allowable. Costs related to child labour educational activities, such as street plays and theatre, are allowable.
 - 1.4 For payments to **host country governments**, or entities that are agencies of, or operated by or for host country governments, ministries, officials or political parties, that duplicate or substitute for existing government functions. Payments to host country governments not specified in the Contract/Agreement are not allowed except when the Contractor/Implementing Agent has obtained prior approval in writing.
 - 1.5 With the intent to **influence a Government official** (including any member of Congress, Congressional staff, or any Federal, state, or local official of the Government), to favour, adopt, or oppose, by vote or otherwise, any Government legislation, law, ratification, policy or appropriation, or to influence in any way the outcome of a political election in the United States, or to contribute to any political party or campaign in the United States, or for activities carried on for the purpose of supporting or knowingly preparing for such efforts. This includes awareness raising and advocacy activities that include fund-raising or lobbying of Federal, state, or local officials of the Government. Any communications about the ILO and its programs or activities, in response to a request by any Government official, or for consideration or action on the merits of a federally-sponsored agreement or relevant regulatory matter by a Government official, will be handled in direct consultation with the ILO.
 - 1.6 For the purchase of **land**.



- 1.7 For goods or services used for **private purposes** by the Contractor/Implementing Agent or its Personnel.¹⁴
 - 1.8 To lobby for, promote or advocate the **legalization or regulation of prostitution** as a legitimate form of work.
 - 1.9 For **religious instruction**, worship, prayer, proselytizing or other inherently religious activities, or the purchase of religious materials. This includes matching funds.
 - 1.10 To provide support to individuals or entities associated with **terrorism**, including groups, undertakings and entities identified on the list established by the United Nations Security Council Resolution 1267 (1267 Consolidated List).
2. In implementing the Contract/Agreement, the Contractor/Implementing Agent acknowledges and agrees that:
- 2.1 **SELECTION OF ENTITIES:** It will use neutral, non-religious criteria that neither favour nor disfavour religion in the selection of any entities.
 - 2.2 **INHERENTLY RELIGIOUS ACTIVITIES:** It will separately account for any non- Government and non-matching funds, or allocable portion thereof, used for inherently religious activities. Any inherently religious activities must be clearly separated in time or physical space from activities funded by the Government. Direct beneficiaries of the project must have a clear understanding that their enrollment in a Government funded project is not conditioned on their participation in any religious activities and that any decision not to participate in any inherently religious activity will in no way impact or result in any negative consequences to their standing, participation in or receipt of benefits from a Government funded project.
 - 2.3 **PROGRAM INCOME:** Except as provided for in paragraph 2.4, it will retain program income generated during the Contract/Agreement period, to be added to funds committed to the project by the Government and the ILO, and use it to further eligible project or program objectives. This does not affect program income generated after the termination or expiration of the Contract/Agreement. Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the Government. Proceeds from the sale of property are not program income and will be handled in accordance with the requirements of the Government's Property Standards contained in 29 CFR 95.30 through 95.37 (available at <http://www.ecfr.gov>).
 - 2.4 **LICENSE FEES AND ROYALTIES:** Unless the Government's regulations or the terms and conditions of the agreement between the ILO and the Government provide otherwise, the Contractor/Implementing Agent will have no obligation to the Government with respect to program income generated from license fees and royalties for copyrighted material, patents, patent applications, trademarks and inventions produced. However, the Government's Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made that are funded by an agreement between the ILO and the Government for an experimental, developmental, or research award. The rights to any subject invention will be consistent with 35 U.S.C. 18 (available at <http://uscode.house.gov>).
 - 2.5 * **INTELLECTUAL PROPERTY RIGHTS:** Notwithstanding the Intellectual Property rights due to the ILO, the Government reserves a royalty-free, non-exclusive and irrevocable right to obtain, copy, publish, grant or otherwise use outputs produced using Government funds for Government purposes, and may so authorize others.
 - 2.6 * **TITLE:** Ownership of goods and equipment purchased, in whole or in part, with funds from the Government may not be transferred to it, or any other party, without prior authorization of the Government.
 - 2.7 * **RECORDS:** It will retain all records, including financial documents, related to or arising from the implementation of the Contract/Agreement for a period of not less than five (5) years from the termination or expiration of the Contract/Agreement. Where applicable, the ILO, or any

¹⁴ See respectively, paragraph 4.9.1 of the Terms and Conditions Applicable to ILO Contracts; paragraph 4.5.1 of the Terms and Conditions Applicable to ILO Contracts for Services (**Annex 1** of the Contract); or paragraph 2.2.1 of the Terms and Conditions Applicable to ILO Implementation Agreements (**Annex A** of the Agreement) for definition.



person authorized by the ILO, may, at the sole discretion of the ILO, conduct a review, audit, investigation or other activity requiring access to such records during the term of the Contract/Agreement or thereafter. The Contractor/Implementing Agent will grant to any such person, at a time to be agreed upon, free access to all workplaces, and will make available at any time all records and documents, including supporting documents for expenditures that have been incurred for the delivery of Goods, in the completion of Services or in the execution of the Work described in the Contract/Agreement. This obligation will survive the termination or expiration of the Contract/Agreement.

2.8 * **AUDIT:** It will conduct and share audit reports carried out by an independent accounting firm, if it receives Government funds in excess of USD 500,000 either from the ILO or cumulatively from the ILO and other sources during a fiscal year (1 October to 30 September).

2.9 * **GOVERNMENT ACCESS:** Nothing in paragraphs 2.7 or 2.8 above, will be deemed to waive or otherwise limit any right or authority of the Government to review, audit, investigate or undertake any other activity requiring access to such records described above during the term of the Contract/Agreement or thereafter.

2.10 **OBSERVANCE OF LOCAL LAWS AND REGULATIONS:** It and its Personnel will observe the laws, regulations and other instruments having the force of law in the country or countries where the performance, in whole or in part, of the Contract/Agreement takes place, which regulate the sector in respect of which the delivery of Goods, the completion of Services or the execution of the Work are to be provided under the Contract/Agreement, including all safety and health regulations, and that no threat is posed to the mental or physical well-being of target beneficiaries.

2.11 * **DISABILITY ACCESS:** It will ensure that all outputs it produces (e.g. documents, publications) are accessible for individuals with disabilities (Section 508 of the Rehabilitation Act, <http://www.section508.gov>).

2.12 **TRAFFICKING IN PERSONS:** Neither it nor its employees/Personnel will during the Contract/Agreement period: (i) engage in severe forms of trafficking in persons; (ii) procure a commercial sex act; or (iii) use forced labour in the performance of the Contract/Agreement.

2.13 **TERMINATION:** The ILO, without prejudice to any other right or remedy available under the Contract/Agreement, may unilaterally terminate the Contract/Agreement, without penalty, if the Contractor/Implementing Agent: (i) is determined to have violated paragraph 2.12 above; or, (ii) has or had any employees/Personnel who are determined by the ILO to have violated, after entering into the Contract/Agreement, paragraph 2.12 above through conduct that is either: (a) associated with performance under the Contract/Agreement; or (b) imputed to the Contractor/Implementing Agent in accordance with paragraph 4 below.

3. **DEFINITIONS:** For purposes of paragraph 2.12 above, the following definitions apply:

3.1 “coercion” means: (i) threats of serious harm to or physical restraint against any person; (ii) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (iii) the abuse or threatened abuse of law or the legal process.

3.2 “commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

3.3 “employee” means either: (i) an individual employed by the Contractor/Implementing Agent or a funded entity and engaged in the performance of the Contract/Agreement; or (ii) another person engaged in the performance of the Contract/Agreement and not compensated by the Contractor/Implementing Agent including, but not limited to, a volunteer or individual whose services are contributed by a third-party as an in-kind contribution toward cost sharing or matching requirements.

3.4 “forced labour” means labour or services of a person obtained by: (i) threats of serious harm to, or physical restraint against, that person or another person; (ii) any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labour or services, that person or another person would suffer serious harm or physical restraint; or (iii) the abuse or threatened abuse of law or the legal process.



3.5 “severe forms of trafficking in persons” means: (i) sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced to perform such act has not attained 18 years of age; or (ii) the recruitment, harbouring, transportation, provision, or obtaining of a person for labour or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

4. **CONDUCT IMPUTED FROM AN INDIVIDUAL TO A CONTRACTOR/IMPLEMENTING AGENT:** For purposes of actions taken under paragraph 2.13 above, the ILO may impute conduct as follows:

4.1 The ILO may impute the fraudulent, criminal, or other improper conduct of any officer, director, shareholder, partner, employee, Personnel or other individual associated with a Contractor/Implementing Agent, to that Contractor/Implementing Agent when the improper conduct occurred in connection with the individual's performance of duties for or on behalf of that Contractor/Implementing Agent, or with the Contractor/Implementing Agent's knowledge, approval or acquiescence. The Contractor/Implementing Agent's acceptance of the benefits derived from the conduct is evidence of knowledge, approval or acquiescence.

4.2 Only if the record supports a conclusion that the Contractor/Implementing Agent shares in the individual's culpability, or blameworthiness, for the conduct, the misconduct of an individual associated with that Contractor/Implementing Agent may be imputed to the Contractor/Implementing Agent as described in paragraph 4.1 above. There may be circumstances in which a given activity is not illegal from a criminal standpoint, but is restricted or prohibited by the terms of the Contract/Agreement. In those circumstances, the degree of the Contractor/Implementing Agent's knowledge of the individual's conduct, and the extent of the Contractor/Implementing Agent's control over that conduct, is relevant to the determination by the ILO.

5. * The Contractor/Implementing Agent acknowledges and agrees that it will comply with all applicable provisions of the Government's Federal laws, executive orders, regulations and policies that govern the use of the Government's funds, now or in the future, including:

**** For receipt and expenditure of federal financial assistance inside and outside of the United States:**

29 CFR Part 2 Subpart D - Equal Treatment in Department of Labor Programs for Religious Organizations; Protection of Religious Liberty of Department of Labor Social Service Providers and Beneficiaries;

29 CFR Part 93 - New Restrictions on Lobbying;

29 CFR Part 95 and the provisions of Annex A (OMB Circular A-110) - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments and International Organizations;

29 CFR Part 98 - Federal Standards for Government-wide Debarment and Suspension (Nonprocurement);



2 CFR Part 220 (OMB Circular A-21) - Cost Principles for Educational Institutions;

2 CFR Part 230 (OMB Circular A-122) - Cost Principles for Non-Profit Organizations;

**** For receipt and expenditure of federal financial assistance inside of the United States:**

† **29 CFR Part 31** - Non-discrimination in Federally Assisted Programs of the Department of Labour – Effectuation of Title VI of the Civil Rights Act of 1964;

29 CFR Part 32 - Non-discrimination on the Basis of Handicap In Programs and Activities Receiving or Benefiting from Federal Financial Assistance;

29 CFR Part 33 - Enforcement of Non-discrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Labor;

29 CFR Part 35 - Non-discrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department of Labor;

29 CFR Part 36 - Federal Standards for Non-discrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;

29 CFR Part 94 - Federal Standards for Government-wide Requirements for Drug-Free Workplace (Federal Assistance);

29 CFR Part 96 (OMB Circular A-133) - Federal Standards for Audit of Federally Funded Grants, Contracts and Agreements;

29 CFR Part 99 (OMB Circular A-133) - Federal Standards for Audits of States, Local Governments, and Non-Profit Organizations;

2 CFR Part 170, Appendix A - Federal Funding Accountability and Transparency Act, Pub. L. 109-282.

By signing below, the Contractor/Implementing Agent warrants that it is not subject to any sanction or temporary suspension imposed by the Government (www.sam.gov), that the Contract/Agreement has not been made contingent upon it agreeing to provide matching funds, and that it will comply with the terms and conditions applicable to the Contract/Agreement. If the Contractor/Implementing Agent fails to comply, it may be obligated to reimburse the ILO for any disallowed costs as determined by it or the Government,



including by deduction or otherwise, against future amounts owed by the ILO to the Contractor/Implementing Agent.

The Contractor/Implementing Agent further warrants that the terms of any subcontract will be subject to and be in conformity with the provisions of the Contract/Agreement, including this Annex.

[Name, Position]

[Date]

[Address]

* Items accompanied by an asterisk are not applicable to Contracts/Agreements for projects funded by the Government prior to 2013. In case of doubt, please refer to the ILO responsible official who, as required, may refer to the Technical Cooperation Project code and the relevant agreement between the ILO and the Government.

† Items accompanied by an obelisk are applicable to 2013 non-IPEC Contracts/Agreements. In case of doubt please refer to the agreement between the ILO and the Government.

**Headings are for indicative purposes only and do not relieve the Contractor/Implementing Agent from any liability.