



International
Labour
Organization

Request for Proposal

Hiring an Institution, Organization or Firm to Conduct

“Capacity building of BARMM ministries, law enforcement agencies, workers’ and employers’ organizations and stakeholders to promote compliance and enforcement of child labour laws”

RFP No. 01/2023/RAS/19/07JPN

Responses to be received by 24 / February / 2023



Subject: Procurement of a service provider to conduct capacity building of BARMM ministries, law enforcement agencies, workers' and employers' organizations and stakeholders to promote compliance and enforcement of child labour laws

Request for Proposal (RFP) N°: RFP No. 01/2023/RAS/19/07JPN

Date: 10 February 2023

Dear Sir / Madam,

The International Labour Office (hereinafter the "ILO") is pleased to invite your company/organization to submit a Proposal for implementing target activities under the "Capacity building of BARMM ministries, law enforcement agencies, workers' and employers' organizations and stakeholders to promote compliance and enforcement of child labour laws", 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 : Terms and Conditions Applicable to ILO Contracts

The ILO must receive your proposal no **later than 05:00pm, Manila Time on 24 February 2023** through a sealed envelope addressed to Ms Jennylyn Aguinaldo, Project Manager to be delivered in sealed envelopes to ILO Field Office in Cotabato City, with physical address at San Isidro Avenue, Cotabato City (infront of DSWD Handicap Office). Open envelopes will not be accepted. 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 ILO-Japan funded contracts provided in Annex V (Terms and Conditions Applicable to ILO Contracts). 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,

Ma. Jennylyn Aguinaldo, Project Manager



INSTRUCTIONS TO BIDDERS

Reference: **RFP No. 01/2023/RAS/19/07JPN**

“Capacity building of BARMM ministries, law enforcement agencies, workers’ and employers’ organizations and stakeholders to promote compliance and enforcement of child labour laws”
”

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 “Capacity building of BARMM ministries, law enforcement agencies, workers’ and employers’ organizations and stakeholders to promote compliance and enforcement of child labour laws”. 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 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 at 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:	10 February 2023
▪ Clarification questions, if any, related to this RFP must be submitted by:	10 February 2023
▪ ILO response to clarifications by:	11 February 2023
▪ Proposals Receipt Deadline:	24 February 2023
▪ Estimated Contract Signature Date:	15 March 2023
▪ Estimated Contract Start Date:	16 March 2023

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 the detailed instructions under paragraph 2.3. 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 (24 February, 2023). 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 sealed envelope addressed to Ms. Ma. Jennylyn Aguinaldo with a copy to Ms. Gwendolyn Fabros. Kindly use the following contact information as part of your cover letter:

Ma. Jennylyn Aguinaldo
Project Manager
ILO Achieving Reduction of Child Labour in Support of Education (ARISE)

INTERNATIONAL LABOUR ORGANIZATION
Field Office in Cotabato City
MDK Building, San Isidro Avenue
Cotabato City

Proposal must follow the double envelope system 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” will only be opened at the end of the bid closing date by the ILO Opening of Bids Committee.**

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 aguinaldo@ilo.org as 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) 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 Philippine Peso. 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 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 and its Project Team, 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 as set by the Project Team, 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



ANNEX II - A

ACKNOWLEDGEMENT OF RECEIPT

To be returned to:

<p>Ma. Jennylyn Aguinaldo Project Manager Achieving Reduction of Child Labour in Support of Education</p> <p>INTERNATIONAL LABOUR ORGANIZATION Field Office in Cotabato City MDK Building, San Isidro Avenue Cotabato City</p>

Reference: **RFP No. 01/2023/RAS/19/07JPN**

“Capacity building of BARMM ministries, law enforcement agencies, workers’ and employers’ organizations and stakeholders to promote compliance and enforcement of child labour laws”

- WE ACKNOLWEDGE RECEIPT OF ALL TENDER DOCUMENTS FOR THE ABOVEMENTIONED RFP
(Note: In the event of missing elemets, 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

Reference: **RFP No. 01/2023/RAS/19/07JPN: “Capacity building of BARMM ministries, law enforcement agencies, workers’ and employers’ organizations and stakeholders to promote compliance and enforcement of child labour laws”**

Date: 08 February 2023

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;

“*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.

¹ The Consolidated List can be found at the website: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml.



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	Reference: RFP No. 01/2023/RAS/19/07JPN
Requirements	“Capacity building of BARMM ministries, law enforcement agencies, workers’ and employers’ organizations and stakeholders to promote compliance and enforcement of child labour laws”

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

3. BIDDER INFORMATION ²	
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):	

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

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



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:



**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				



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 PHP
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 PHP		
	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



“Capacity building of BARMM ministries, law enforcement agencies, workers’ and employers’ organizations and stakeholders to promote compliance and enforcement of child labour laws”

ILO-Japan Funded Project on Achieving Reduction of Child Labour in Support of Education.

Location: Philippines, Bangsamoro Autonomous Region in Muslim Mindanao (BARMM), Mainland provinces (Maguindanao and Lanao del Sur) including Cotabato City

Duration: 8 months (16 March 2023 to 15 November 2023)

I. BACKGROUND AND PROBLEM ANALYSIS

In the Philippines, there are 2.1 million child labourers aged 5-17 years old based on the 2011 Survey on Children of the Philippine Statistics Authority (PSA). They accounted for 12.4 per cent of the estimated 26.6 million children 5 to 17 years old in the country. Northern Mindanao had the highest proportion at 22.1 per cent while the National Capital Region (NCR) had the lowest at 5.4 per cent. The working boys (62.9%) outnumbered the working girls (37.1%). As to age group, 53.2 per cent of the working children were 15 to 17 years old, 38.0 per cent were 10 to 14 years old, and 8.8 per cent were 5 to 9 years of age.

About 95 per cent of them are in hazardous work. Sixty-nine per cent of these are aged 15-17 years old, beyond the minimum allowable age for work but still exposed to hazardous work.

Children work in farms and plantations, in dangerous mines, on streets, in factories, and in private homes as child domestic workers. Agriculture remains to be the sector where most child labourers can be found at 58 per cent.

In December 2021, the Philippine Statistics Authority (PSA) released the data collected as rider module with the Labour Force Survey. According to this data, the number of working children considered as engaged in child labour in the Philippines was estimated at 596, 000 (68.4 per cent) out of the total 872,300 working children aged 5 to 17 years old. More than half of these children engaged in child labour (73.3 per cent) belonged to the age group of 15 to 17 years old who were part of the labour force population. In addition, more than half of the working children engaged in child labour (63.6 per cent) were in the agricultural sector. 72.8 per cent of the child labourers were boys and 27.2 per cent were girls.

Across the regions, Northern Mindanao (13.1 %) had the largest share of the country’s child labour population, followed by Bicol region (9.2%) and the Bangsamoro Autonomous Region in Muslim Mindanao (BARMM) ranking third at 9.1%.

However, Philippines needs to undertake the **second full child labour survey** to see the impact on various interventions since 2011. ILO plans to support a child labour survey for BARMM through Philippines Statistic Authority (PSA).

The Philippines has ratified the Minimum Age Convention, 1973 (No. 138) and Worst Forms of Child Labour Convention, 1999 (No. 182). Nearly all the Convention’s articles address issues such as education, health, nutrition, rest and relaxation, social security, the responsibilities of parents that are related to child labour and its effects on children. The Republic Act 9231 (An Act Providing for the Elimination of the Worst Forms of Child Labour) makes it illegal to employ children in specified occupations and processes. The Act also provides specific regulations in conditions/places where children are allowed to work. Subsequently, the government also amended the “Guidelines in Assessing and Determining Hazardous Work in the employment of



persons below 18 years of age” which included more agricultural work activities. The Department of Labour and Employment (DOLE) developed a list of the most hazardous occupations for children under (DOLE Department Order (D.O.) Nos. 149, Series of 2016 and 149-A, Series of 2017. However, more consistent efforts are needed.

Philippine has also adopted Philippines Program Against Child Labor (PPACL) as the official national programme on the elimination of child labour. This is a convergence of the efforts of the National Child Labor Committee (NCLC), chaired by the Department of Labor and Employment (DOLE) working together with the government, the private sector, workers and employers organizations, non-government organizations (NGOs) and international development institutions towards the prevention, protection and removal from hazardous and exploitative work of child labour victims and, as may be appropriate, healing and reintegrating them.

The current pandemic has further exacerbated the plight of working children in BARMM as can be seen in increasing anecdotal evidence and reports new cases of child labourers from rural and remote agricultural communities to the nearest town center and key cities in order to help their family cope with the economic challenges brought about by COVID-19. Without proper monitoring and regulations, these children are prone to abuse and exploitations locking them in a perpetual cycle of poverty.

Despite constitutional, legal provisions and the national commitments children do work especially in the agricultural sector, often alongside their parents on family farms, small holders’ farms and commercial farms. Child labour has been reported in various stages of crop production, including abaca, banana, corn, sugar cane, rubber, coconut and maize, where the incidence of child labour is particularly high. Children frequently perform domestic work to allow adults to work longer hours in the fields. Children are involved (sometimes working alongside family members who are tenants on farms) in the tenancy system, farm owners provide loans to tenants for agricultural inputs and deduct the debt from future profits. Families who cannot meet production quotas and are unable to repay these debts may face debt bondage. Children, especially boys, herd livestock, catch fish and disentangle fishing nets. They have long workdays and often live alone and away from their families. There are also reports that boys are also involved in the worst forms of child labor in agriculture, quarrying, mining, and construction. Children in these sectors may carry heavy loads and be susceptible to dangerous conditions. In urban areas, including in markets, children work as vendors. Anecdotal evidence suggests the number of street children in Cotabato has increased. Children working on the streets are vulnerable to severe weather, traffic accidents and crime.

Children are rarely employed in the formal manufacturing sector, but work in the informal sector, in micro industries that include street-side welding, bicycle repair, and furniture making, and as domestic workers. Young girls in urban areas reportedly work as domestic workers for little or no wages and in a state of indentured servitude.

Children are reportedly trafficked to major cities and neighbouring countries, particularly Malaysia for the purposes of sexual exploitation. The island of Mindanao has become one of the trafficking hotspots because of armed conflict. Trafficking victims are promised jobs such as domestic helpers or entertainers. Unaware of the dangers ahead, children often have their own aspirations of wanting to see the big cities, helping their siblings and family, acquiring material gains, going to neighboring countries as “entertainers”, and improving their physical appearance.



Children are commonly trafficked for exploitation in the sex trade - an estimated 60,000 to 100,000 children in the Philippines are involved in prostitution rings. There is a high incidence of child prostitution in tourist areas. An undetermined number of children are forced into exploitative labor operations. Among the main causes of child trafficking in the Philippines are poverty, low economic development in communities of origin, gender inequalities, limited employment opportunities, existence of and access to public infrastructure (roads, schools, health centers, etc), large family sizes, inadequate awareness among families, and sex tourism.

Likewise, the implementation of the legislation in BARMM concerning employment of children is not as effective as it should have been because of the lack of information and awareness on the part of the employers and weak monitoring system.

On the other hand, child labourers as well as the labour force in agriculture, manufacturing and repair sectors are exposed to different types of chemical and physical hazards in their working environment. There are reports of severe accidents and occupational diseases in the working children.

With ratification ILO Conventions 138: Minimum Age Convention and 182: Worst Forms of Child Labour and its accompanying Recommendation 190, the member state commits itself to implement effective and time bound measures to remove children from the worst form of child labour (WFCL) and provide them with educational opportunities and better future. The ILO's ARISE intends to develop Time Bound Programme (TBP) measures in the shape of Bangsamoro Regional Action Plan (BRAP) which are set of integrated and coordinated policies and programme to prevent and eliminate the country's WFCL. The TBP emphasize the need to address the root causes of child labour by linking action against child labour to the national/regional development effort, with particular emphasis on economic and social policies to combat poverty and promote universal basic education and social mobilization. Although the focus is clearly on worst forms, the TBPs also aims at creating necessary political, institutional and social conditions for addressing all forms of child labour.

Recognizing the seriousness of the child labour situation in BARMM, Government of BARMM, ILO, UNICEF and likeminded of civil society organizations have joined hands to understand the implications of the different legislation and International Commitments on the rights and well-being of children and have successfully initiated intervention and research on the critical issues. However, the outreach of these activities is limited largely to the selected government agencies, development workers or activists. Further, majority of the government agencies officials, development workers and other concerned are not themselves very clear about the implications of the laws because of non-technical and/or legal backgrounds.

Increasingly there is a growing need to reach out to the concerned government agencies employers, workers, civil society groups, and community leaders to ensure a more systematic approach to the understanding of critical issues, child rights and obligations of the society towards the children. As a first step, development of material focusing on the Rights and Responsibilities in light of the National and International Commitments needs to be carefully developed to ensure that it is understood by the concerned Government agencies, employers, workers, and communities of the plight of child labourers. A citizen's debate on the effective enforcement of the relevant laws and International Conventions needs to be started at different levels and a clear policy needs to be evolved for effective implementation with the involvement of all the stakeholders.

Considering the urgent need for a broad-based understanding of the existing laws and initiation of a policy dialogue with relevant stakeholders, the Ministry Labor and Employment (MOLE), and stakeholders plans to design an intensive outreach programme including material development and dissemination, seminars, workshops and focus group discussions on the existing Child Labour laws, policies, and programmes on the elimination of child labour in the Philippines.



In BARMM, the signing of the peace agreement in 2014 and the enactment of the Bangsamoro Organic Law (BOL) in 2018 culminated the decades-long struggles and dialogues between the Philippine Government and the Moro Islamic Liberation Front (MILF). This abolished the former Autonomous Region in Muslim Mindanao (ARMM) and gave birth to BARMM. As the region transitions into a new form of government, the capacities of its ministries responsible for protection of children rights and services to children needs to be strengthened so that issues such as child labour can be addressed.

II. PROGRAMME STRATEGY

The BARMM government through Ministry of Labor and Employment (MOLE) requested technical assistance from the ILO for capacity building of various ministries and stakeholders on child labour laws, policies and programmes as first step to develop an effective labour administration system where rights of all workers are protected. The action programme intends to address the issues mentioned above by developing an institutional strengthening programme. The ILO, based on its experiences in other countries, developed a Training Manual on Child Labour, which is a compilation of laws, policies and programmes in the Philippines geared towards the eradication of child labour and has field tested to check the suitability to BARMM environment.

At the institutional level, the capacity of policy makers (including municipal governments), law enforcement agencies, employers' organizations, trade unions, trade associations, community leaders and civil society networks will be strengthened by building the capacity of duty bearers to help them identify, fulfill, and create better understanding of their obligations towards the right holders.

This strategy will further promote awareness and appreciation of child labour laws leading to increased compliance and more effective enforcement of labour standards in general. It will also facilitate the exchange of insights, views, information, and analysis of both the duty bearers and rights holders on child labour issues, and challenges in the region which requires a united effort. The objective of this manual is to sensitize them against child labour and to encourage them to launch innovative pilot initiatives for the eradication of child labour.

The following are the identified interventions:

1.) Promoting Core Labour Standards

A. Development of Child Labour Training Manual and Materials

As mentioned above, the ARISE project has developed a Training Manual on "Child Labour - A Compilation of Laws, Policies and Programmes on the Elimination of Child Labour in the Philippines" based in IPEC previous experience. Manuals and training materials have been piloted to check its suitability and now will be rolled out. The training materials focus on developing deeper understanding of international conventions and national laws and regulations, causes, consequences and strategies to address child labour issues. The AP also intends to review and further develop the materials based on the discussions and inputs during the rollout.



B. Training of Master Trainers from Government Ministries (e.g MOLE, MBHTE, MSSD), Employers and Workers Organizations, Civil Society Organizations

Using the Child Labour Training Manual developed for the Project, trainings will be organized to increase awareness on child labour and promote compliance and enforcement of child labour laws.

First, a pool of Master Trainers from Master Trainers from Government Ministries (e.g MOLE, MBHTE, MSSD), Employers and Workers Organizations, Civil Society Organizations **will be identified, oriented, and trained**. As Master Trainers, they will be expected to be resource persons and experts during the training roll-out.

Second, the Master Trainers will develop a schedule for training in consultation with Implementing partners for Government Ministries (MOLE, MSSD, MAFAR, MBHT, MIPA, MILG, MTIT, MPOS etc) and UN agencies, (2) Members of Parliament, Youth Commission, Women Commission, Cooperative and Social Enterprise Authority, Information Office, 3) local businesses, employers, workers, and 4) community leaders and civil society organizations to sensitize and create awareness on about Child Labour and initiate a dialogue on effective responses to the issue.

C. Orientation and Training of Government Ministries (MOLE, MSSD, MAFAR, MBHT, MIPA, MILG, MTIT, MPOS etc), Members of Parliament, Youth Commission, Women Commission, Cooperative, and Social Enterprise Authority, Information Office

Child Labour is a neglected element of the poverty trap – poor people are forced to do this in order to achieve a degree of immediate security. It is both a result of poverty and a way of perpetuating it. Especially in its worst forms, it dehumanizes children, it reduces them to an economic asset, this in turn fuels the spiraling population growth among countries least able to cope. By turning a blind eye to the abuse of young workers, it impoverishes and even destroys the human capital that is necessary for the economic growth in the future. Allowing children to be part of an international market involving sexual exploitation erodes the social fabric of the societies. Child Labour remains the central obstacle to realizing the right of all children to education and protection from exploitation, violence, and abuse.

The overall growth of the economy is by no means the only factor in the decline of child labour. The following factors play their role (1) Improvements in the adult labour market, (2) changes in technology,(3) decreasing fertility rates,(4) the availability of decent schools,(5) changing cultural patterns (including changing power relations within the family, (6) supporting women’s empowerment) (7) legal instruments and their enforcement can all lead to a radical drop in child labour. But these factors must be made to work together to create a virtuous cycle.

It requires deliberate action on many fronts. For example, an economic growth and expansion of education may lead to an overall reduction in child labour, yet may not be sufficient to tackle many of the worst forms of child labour. Socially excluded groups may not be reached by these board interventions. This is where a rights-based approach to tackling child labour through targeted interventions, including legislation and enforcement, become essential.



It is for this reason that the AP would organize training programmes utilizing the manual to advocate with policy makers and government agencies to include child labour initiatives in their planning, and interventions.

D. Orientation and Training of local businesses, employers, workers, community leaders and civil society organizations about Child Labour and support them in developing effective responses to the issue.

It is vital that the capacities of Businesses, Workers and Community leaders as partners and target group are raised to a level to facilitate their meaningful participation in the implementation plan of the project and their contribution to its outcomes is realized.

For this purpose, a systematic and well-organized capacity building, advocacy and awareness raising campaign shall be carried out to foster behavioral change concerning Labour standards including Child Labour Laws and Child Rights, through the manual developed. This campaign will target Businesses and Employers' Organization, Trade Unions, Informal Trade Associations, community leaders (religious leaders) and civil society organization to strengthen their capacity to promote the enforcement of Child Labour Laws and Child Rights.

E. Training data collection and management

Data available from various official sources are often unreliable, contradictory, and lack important information. This in turn makes the task of planning, monitoring, and evaluation challenging.

Under this action programme, a simple data management system will be established and maintained for the training programme and follow-up will be made possible through this tracking system. The database will also be helpful in assessing the impact of the training and later serve as basis for data driven decision making and planning of the ministry in coming up with a holistic and durable solutions to child labour.

Pre and post altitudinal survey will be conducted to measure the impact of the interventions.

2.) Cross cutting issues

A. Promoting Gender Equality

Positive measures will be taken to incorporate gender-inclusive approaches in the training programme and special problems faced by women will be taken into consideration.

This will not only promote gender equality but the information pertaining to child labour issues will reach grassroots level (mothers and child labourers). This will further give assurance that the voices of both men and women are heard.



The Implementing Partner will undertake all possible efforts to promote women's participation in the roll-out of the child labour training programme aiming at a minimum target of 60% female participation.

B. Human Rights-based Approach

Human rights and governance principles means empowering people to make their own decisions and claim their rights; promoting equality and non-discrimination based on appropriate legislation; and protection and promotion through public accountability of the country and other duty bearers of the rights of the people.

A human rights-based approach identifies the right-holders and their entitlements. It also defines the corresponding duty-bearers and their obligations. It works towards the strengthening of the capacities of the rights-holders to make their claims and of the duty-bearers to meet their obligations.

Under the comprehensive policy framework of ILO's International Programme on Elimination of Child Labour (IPEC), by means of human rights standards like ILO Convention 138 (minimum age for admission to employment), ILO Conventions 182 (worst forms of child labour) and the Convention on the Rights of the Child (CRC) and other human rights and people centered development principles, effective frameworks and or mechanisms e.g. CL alliance, in which the rights of the target group are ensured, will be developed.

C. Networking of Project Partners

The AP will support in the development of a network of the partners and stakeholder (e.g. Project Advisory and Review Committee) to help scale up and sustain the training.

The objectives of the Network are the following:

- joint monitoring of the AP activities;
- sharing information, experiences, and best practices;
- providing a focus for advocacy and lobbying;
- build joint capacity and supporting each other activities;
- developing and promoting a code of good practice and ethical behaviour;
- co-designing and joint work planning;
- sharing of technical expertise and resources (collaboration);
- transparency and efficiency.

MOLE and its implementing partner will also work closely with the region's Information Office (Bangsamoro Information Office) to help co design the networking strategy taking advantage of the robust media and NGO present in the region.



III. SUSTAINABILITY

Progressive withdrawal of child labour and improving safe environment is not an easy task. To combat child labour in all sectors, sustainable action programmes are required. During the project period the capacity of the implementing partners and government institutions will be enhanced, which will create a sense of ownership and responsibility to continue the project activities after the termination of project support. By the end of the project, the implementing partners and partner government institutions of this AP will have enough training and awareness raising material to continue their programmes. Master trainers will be developed within the government structures, and CL training materials and tools produced under the Project will be handed over to MOLE so that awareness programmes can continue even beyond the project life.

IV. TARGET GROUPS

1. Target Group

The following are the major characteristics of the targeted group under this Action Programme:

- Government Ministries (MOLE, MSSD, MAFAR, MBHT, MIPA, MILG, MTIT, MPOS etc.), Members of Parliament, Youth Commission, Women Commission, Cooperative, and Social Enterprise Authority, Information Office
- Local businesses, employers, workers, community leaders and civil society organizations:

S. No	Particulars	Total Targets
1	Training of Master Trainers on Manual on Child Labour Law Manual	6 (3 Male 3 Female)
2	Training on Child Labour Law Manual	400 (60% Female)

2. Direct Recipients

2.1 Intermediate partner groups

- Elected councilors (Male & Female)
- Religious/local community leaders
- Active political and social workers.
- CBOs and other professional organizations.
- Parents Teachers Associations.
- Influential community members



2.2 Workers' and Employers' Organization

- Skills Development Council
- Chamber of Commerce and Industry
- Labour Unions / Trade Associations
- Cooperatives and Social Enterprises

2.3 Government and Non-governmental Organization

- Ministry of Labour and Employment (MOLE)
- Ministry of Basic, Higher and Technical Education (MBHTE)
- Ministry of Social Services and Development (MSSD)
- Ministry of Agriculture, Fisheries, and Agrarian Reforms (MAFAR)
- Local government Units (LGU)
- Bangsamoro Youth Commission
- Bangsamoro Women Commission
- Cooperative and Social Enterprise Authority

3. Geographical Coverage

- BARMM, specifically, Cotabato City, Provinces of Maguindanao and Lanao del Sur.

V. INSTITUTIONAL FRAMEWORK

Implementing Partners

The Action Programme will be jointly implemented by the i) Ministry of Labour and Employment (MOLE) ii) Implement Partner.

1.) Ministry of Labor and Employment (MOLE)

With the enactment of Bangsamoro Autonomy Act No. 13 or the Bangsamoro Administrative Code (BAC), MOLE was created as “the primary policy-making, programming, coordinating, and administrative entity of the Bangsamoro Government in the field of labour and employment.” MOLE has responsibility for the promotion of employment and the development of regional labour force; the provision of humane working conditions and terms of employment; and the maintenance of industrial peace.²⁶ In particular, BAC mandates that the BARMM government “afford full protection to labour, promote full employment, ensure equal work opportunities regardless of gender, race, or creed, [and] regulate the relations between workers and employer...”



A Child Labour Unit is being considered for the specific purpose of coordinating all activities for the elimination of child labour in BARMM. .

2.) (Name Of Implementing Partner – to be determined)

Short description of the Implementing Partner

The Action Programme will be delivered by the Implementing Partners with technical guidance from the ILO and in close coordination with the Project Advisory and Review Committee (PARC) and other relevant BARMM ministries and government offices.

Intermediaries

The project will work directly with the following partners and relevant stakeholders:

- Relevant BARMM Ministries (MOLE, MILG, MIPA, MAFAR, MSSD, MTIT, MBHTE)
- Policymakers including selected municipal government representatives,
- Parents Group/ Parents-Teachers Associations/Education Workers Networks
- Employers Organizations/ Chambers of Commerce/ Economic Councils
- Workers Associations/ Trade Unions
- Law enforcement agencies
- I/NGOs Technical Staff
- Academe and CSOs
- Cooperatives
- Media (print, radio, social media)
- Select parents and employers of the working children identified through the Sagip Batang Mangagawa Programme of MOLE

VI. OBJECTIVES

Developmental Objective

To contribute to the elimination of all worst forms of child labour in agricultural and rural communities in Asia

To contribute to the reduction of worst forms of child labour in BARMM through the improvement of capacities among government institutions, civil society, and employers' and workers' organizations to facilitate support towards policy action and direct interventions on the reduction of worst forms of child labour in BARMM which is in line with human rights-based approach.

Immediate Objectives



- Increased capacity of Implementing Partner to promote, coordinate, and monitor the application and effectiveness of the approach developed for this Training Programme.
- Right holders and duty bearers have enhanced understanding of child labour issues and mobilized to act for combating child labour;



VII. MAJOR OUTPUTS AND ACTIVITIES

<p>Development Objective: To contribute to the reduction of worst forms of child labour in BARMM through the improvement of the capacities among government institutions, civil society, and employers' and workers' organizations to facilitate support towards the policy action and direct interventions on the reduction of worst forms of child labour in BARMM which is in line with human rights-based approach.</p>			
<p>Outcome 1: Increased capacity of Implementing Partner to promote, coordinate, and monitor the application and effectiveness of the approach developed for the training programme.</p>			
<p>Output 1.1: With technical assistance from the ILO and in close collaboration with MOLE, established a functional monitoring supervision and support system for the training programme</p>	<p>Activity 1.1.1: Organize pre-implementation meeting</p>		
	<p>Activity 1.1.2: Develop and adhere to a system of regular coordination meetings with MOLE, ILO and other relevant stakeholders.</p>		
	<p>Activity 1.1.3: Regularly monitor, assess, and report on the implementation of workplan and modify accordingly, as required.</p>		
	<p>Activity 1.1.4: Prepare progress report (both technical and financial) according to agreed schedule and submitted to the ILO with a copy to relevant authority/ies.</p>		
	<p>Activity 1.1.5: Conduct monthly coordination meetings to critically appraise the reports, discuss delays and deviations and jointly decide on necessary corrective actions.</p>		
	<p>Activity 1.1.6: Conduct self-evaluation</p>		
	<p>Activity 1.1.7: Organize Project Implementation Review</p>		
	<p>Activity 1.1.8: Participate in the Project Advisory and Review Committee (PARC) meetings on a quarterly basis and to discuss overall progress reports.</p>		
Output	Indicator	Target	Means of Verification
<p>Output 1.1: A functional monitoring, supervision, and support system for this training programme established with technical</p>	<p>Functional coordination mechanism established</p>	<p>One (1) coordination mechanism</p>	<p>Agreements on coordination mechanism</p>



<p>assistance from the ILO and in close collaboration with MOLE, established</p>	<p>Delivery of work plan activities monitored and assessed</p> <p>Self-assessment conducted by Implementing Partner</p> <p>Participation of the Implementing Partner to the PARC meetings</p>	<p>At least one (1) regular coordination meeting per month conducted</p> <p>All planned trainings conducted, monitored, and assessed</p> <p>At least one (1) self-assessment</p> <p>All PARC meetings participated by Implementing Partner</p>	<p>Minutes of coordination meetings</p> <p>Monitoring and assessment reports</p> <p>Self-assessment reports</p> <p>Minutes of meeting</p> <p>Progress report presentation to PARC</p>
<p>Outcome 2: Right holders and duty bearers have enhanced understanding of child labour issues and mobilized to act for combating child labour</p>			
<p>Output 2.1: Six 6 Master Trainers trained</p>	<p>Activity 2.1.1: Identify suitable persons with relevant qualifications to be trained as master trainers</p> <p>Activity 2.1.2: Obtain concurrence from the ILO Project Office and MOLE</p> <p>Activity 2.1.3: Prepare training plan based on the adapted Training Manual</p> <p>Activity 2.1.4. Conduct training of master trainers.</p> <p>Activity 2.1.5. Evaluate the training of master trainers and adjust the training material, if necessary.</p>		



	Activity 2.1.6. Prepare training report and circulate to the concerned officials
Output 2.2. Thirteen (13) trainings on Child Labour CL Manual conducted	Activity 2.2.1. Prepare over-all training roll-out plan
	Activity 2.2.2. Prepare list of training materials and equipment
	Activity 2.2.3. Procure material and equipment based on approved training plan
	Activity 2.2.4. Identify suitable trainees based on agreed criteria
	Activity 2.2.5. Develop training plan and budget
	Activity 2.2.6. Conduct training
	Activity 2.2.7. Conduct evaluation of the trainings
	Activity 2.2.8. Prepare training reports
	Activity 2.2.9. Prepare schedule for follow-up of the training programme
	Activity 2.2.10. Conduct follow-up of the training programme to assess impact of the training
Output 2.3. A simple but functional data collection and management system for tracking training records, follow-up of action plans	Activity 2.3.1. Brainstorm and gather inputs from partners
	Activity 2.3.2. Draft data collection and management system design and tools
	Activity 2.3.3. Present draft data collection and management system design and tools for vetting
	Activity 2.3.4. Pre-test data collection and management system and tools
	Activity 2.3.5. Finalize draft data collection and management system design and tools
	Activity 2.3.6. Develop a simple guide / manual for the data collection and management system
	Activity 2.3.7. Designate a custodian of the data collection and management system
	Activity 2.3.8. Data collected during trainings encoded in the data collection and management system



	Activity 2.3.9. Present report generated from the data collection and management system during meetings		
	Activity 2.3.10. Orient / train MOLE on how to use the data collection and management system and tools		
	Activity 2.3.11. Turnover data collection and management system to MOLE and ILO Project Management		
Output	Indicator	Target	Means of Verification
Output 2.1: Six (6) Master Trainers on CL training manual trained Implementing Partner, MOLE and other relevant partners	No. of training of master trainers conducted	Not less than one (1) training of master trainers	Training report, attendance sheet, photo documentation
	No. of master trainers trained on CL training manual	6 master trainers	Training report, list of trained master trainers
	Percentage of women participants	60% of master trainers are women	Training report, list of trained master trainers
Output 2.2. Thirteen (13) trainings on Child Labour Manual conducted	No. of training on CL Manual conducted	Not less than 13 trainings	Training report, attendance sheet, photo documentation
	No. of participants trained on CL training manual	Not less than 400 participants trained on CL training manual	Training report, attendance sheet, photo documentation
	Percentage of women participants	60% of the participants are female	Training report, attendance sheet, photo documentation



	Percentage of action plans developed during the training are implemented by the participants	80% of the action plans developed during the training	Follow up reports; reports on the progress of action plans
Output 2.3. A simple but functional data collection and management system for tracking training records, follow-up of action plans	<p>Data collection and management system established</p> <p>Guide/manual for data collection and management system</p> <p>Custodian of data collection and management system designated</p> <p>MOLE trained/oriented on data collection and management system</p> <p>Data collection and management system turned over to MOLE</p> <p>No. of reports generated from the data collection and management system</p> <p>Pre and Post-attitudinal survey conducted</p>	<p>One (1) data collection and management system with guide/manual</p> <p>At least one (1) custodian</p> <p>At least two (2) regular MOLE staff (preferably from CL Unit)</p> <p>One (1) data collection and management system with guide/manual turned over</p> <p>At least one generated report from the data collection and management system and presented per month</p> <p>At least one (1) Pre and Post-attitudinal survey conducted</p>	<p>Copies of data collection tools and guide/manual</p> <p>TOR of custodian; documentation of custodian designation</p> <p>Orientation/training report; attendance sheet, photo documentation</p> <p>Signed evidence of acceptance by MOLE; photo documentation</p> <p>Copies reports generated from the system and presented in meetings</p> <p>Copy of Pre and Post-attitudinal survey</p>



VIII. PLANNING, MONITORING AND EVALUATION PROCESS

Planning

A pre-implementation meeting will be organized by the Implementing Partner to ensure common understanding of the Agreement and deliverables. In this meeting a detailed work plan for this action programme will also be developed with guidance from the ILO. This meeting shall be attended, at the minimum, by the ILO and Implementing Partner. As may be appropriate, MOLE and other relevant partners may be invited in the provide inputs in the work plan. The final work plan will be cleared by the ILO before implementation.

Monitoring and Reporting

Based on the agreed work plan, the ILO will monitor the Implementing Partner's delivery of the outcomes, outputs, activities and agreed timelines vis-a-vis the identified indicators. This will be done through:

- Regular monitoring visits to the training
- Random visits by the ILO to the trainings

In addition to the above, the AP activities will be monitored and assessed by the following means:

1.) Regular Meetings

The Implementing Partner and the ILO will meet at least once a month to discuss the training roll-out progress. The former will report the implementation progress so that challenges that need immediate action can be resolved in a timely manner. If necessary, the regular meetings may be held more frequently.

2.) Project Progress Reports

The Implementing Partner will prepare and submit technical progress reports and financial reports following the required templates to the ILO project team for review and feedback.

3.) Project Implementation Review (PIR)

A Project Implementation Review with project partners will be held at least once during the duration of this Implementation Agreement. The objective of this activity is to appraise the progress of the training roll-out and discuss good practices as well as challenges, delays, and deviations so that strategies to overcome them can be identified. This will also aid the Implementing Partner develop a catch-up plan, if necessary.



4.) Project Advisory and Review Committee (PARC) Meetings

The Implementing Partner will participate in the Project Advisory Committee meetings to discuss overall project progress of the training roll-out.

5.) Self Evaluation

A Self Evaluation by the Implementing Partner will be conducted at least once with guidance from the ILO.

Presented below is the indicative timeframe of key activities:

Activities	March				April				May				June				July				Aug				Sep				Oct				Nov						
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3
Signing of IA between ILO and Implementing Partner																																							
Pre-implementation meeting																																							
Establishment of a monitoring, supervision, and support system for the training programme																																							
Training of Master Trainers																																							
Conduct of training roll-out																																							
Follow up of action plans created during the training																																							
Development of data collection and management system																																							
Roll-out of data collection and management system																																							
Handover of data collection and management system to MOLE																																							
Assessment of the training impacts																																							
Monitoring Activities																																							
Reporting																																							

IX. INPUTS

The International Labour Organization (ILO) will provide technical assistance to the Implementing Partner and key partners. It will also provide the budget for the implementation of this AP.

MOLE will appoint a Child Labour Focal Person to support the training roll-out. Office space and other administrative support may also be requested from the Ministry.

X. EXTERNAL FACTORS/ ASSUMPTIONS

- Receptiveness from the locals, the young workers and their extended families on child labour issues



- Collaboration between trade unions and community-based organisations
- Political shift away from placing priority in the reduction and elimination of the worst forms of child labour recognized by the governments, stakeholders, project beneficiaries, etc.
- Relevant government officials, and social partners are willing to collaborate, cooperate and share information to better address and manage child labour phenomenon in the region.
- Relevant government officials, social partners and Implementing Partner have the capacity to participate and implement the Training roll-out
- The urgency and the need for the reduction and elimination of the worst forms of child labour recognized by the governments, stakeholders, beneficiaries, etc.
- Stakeholders willing to commit to be involved in the consultation processes.
- Governments and social partners commit necessary resources for the successful implementation of the action plans developed in the training..
- Constituents and governments prioritize the reduction of the worst forms of child labour and commit to the improvement of the education and training system
- Stable peace and order remains in the duration of the training roll-out
- COVID cases is manageable while health protocol is observed at all times.

XI. BUDGET

Total No. of Target Trainees	Particulars
6 pax	1 Training of Master Trainers in Cotabato City, Live-in, full board, 6 pax
308 pax	10 Trainings to be conducted in Cotabato; 8 Trainings with 31 pax; 2 Trainings with 30 pax
30 pax	1 Training to be conducted in Iligan City, with 30 pax
62 pax	2 Trainings to be conducted outside of Cotabato City – Community/Project site; 31 pax per training
406 pax	TOTAL (Training of Master Trainers and Training Roll out)

Please see attached budget template.



ANNEX IV

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 with⁵ any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council Resolution 1267 (1267 Consolidated List)⁶; 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

⁵ United Nations Security Council Resolution 1617 defines "associated with" and it is available at <http://www.un.org/sc/committees/1267/resolutions.shtml>.

⁶ 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.

