

Requirements: Supply and Installation of Office Furniture - ILO Egypt

Invitation to Bid (ITB) Number: ITB 02/2014 (Export industries project- EGYPT)

Date: 09/07/2014

Dear Sir/Madam,

The International Labour Organisation (hereinafter the "ILO") is pleased to invite your company to submit a Bid for the goods, works or services as mentioned above and as further described in the attached Annex III.

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

- Annex I: Instructions to Bidders;
- Annex II-A: Acknowledgment of Receipt;
- Annex II-B: Bidder's Declaration Form;
- Annex II-C: Bidder's Information Form;
- Annex II-E: Price Submission Form;
- Annex III: Description of the Requirements;
- Annex IV: Terms and Conditions applicable to ILO Contracts;
- Annex V: Conditions for use of USDOL funds;
- Annex VI: Evaluation Criteria.

Your Bid must be received by the ILO **no later than 9 August 2014, 4 pm Cairo time**. Bids received later will be declared invalid.

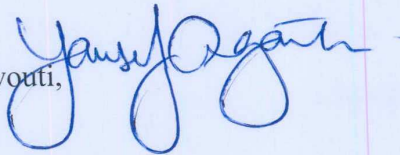
You may submit a Bid to the ILO provided that your organization is qualified, able and willing to supply the goods and/or to perform the works specified in this ITB. Participation in this ITB indicates acceptance of the Terms and Conditions applicable to ILO Contracts provided in Annex IV as well as the Conditions for use of USDOL funds, enclosed as Annex V. Failure to comply with the requirements of this ITB and its Annexes may render a Bid ineligible for consideration.

You are kindly requested to acknowledge receipt of this ITB and to indicate whether or not you intend to submit a Bid by completing and returning the form provided in Annex II-A.

We look forward to receiving your Bid.

Yours sincerely,

Yousef Qaryouti,
Director,
ILO Cairo



ANNEX I

INSTRUCTIONS TO BIDDERS

Supply and Installation of Office Furniture – ILO Egypt

ITB Number: 02/2014 (Export industries project – EGYPT)

Abstract

This document outlines the requirements for presentation of an Invitation to Bid to be considered by the International Labour Organization.

INSTRUCTIONS TO BIDDERS

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1. INTRODUCTION

1.1 General

These instructions are provided for general information for the preparation of the Bid and are not part of the documents comprising the Bid or the Contract, and are not to be interpreted so as to change any contract provision, condition or specification.

1.2 ITB Schedule Summary

- ITB release date: 10/07/2014
- Clarification questions, if any, related to this ITB must be submitted to amin@ilo.org by: 20/07/2014
- ILO response to clarification questions by: 24/07/2014
- **Bids Receipt Deadline:** **4 pm, 09/08/2014**
- Estimated Contract Signature Date: 1/9/2014
- **Estimated Contract Start Date:** **1/9/2014**

1.3 Clarification Questions

Questions, if any, related to this ITB and in particular to the Terms of Reference, hereafter collectively called the “Requirements”, shall be submitted to above E-mail address and no later than the date indicated. The questions and answers will be distributed as a single response to all Bidders.

2. CONDITIONS OF BIDDING

2.1 Acknowledgment of Receipt

The Bidder is requested to return promptly the Acknowledgement of Receipt form, provided in Annex II-A, duly completed and signed, even if not submitting a Bid.

2.2 Number of Copies

The number and copies required to be submitted by the Bidders is one original (marked “Original”) with three (3) identical hard copies (marked “Copy”).

2.3 Submission and Receipt of Bids

It is the responsibility of the Bidders to ensure that the Bids are submitted to the ILO strictly in accordance with the stipulations in the solicitation documents.

The Bids **must be received by 4: pm Cairo Time, 07/08/2014**. Bids and modifications to Bids received after the bid receipt deadline will be rejected. The Bids must include all the requested documents in these Instructions to Bidders and shall be submitted by:

- **Official postal service to:**
International Labour Organization
PROCUREMENT
9 Dr. Taha Hussein Street, Zamalek
Zamalek (Cairo)

Or

- **Hand delivered** (including courier services) directly to the above ILO address in return for a signed and dated receipt.

Bids submitted by any other means will **not** be considered.

Bids must be submitted using an inner and outer envelope. The original and the copy of the Bid in separate sealed envelopes marked as “Original” and “Copy”. These envelopes containing the original and the copies shall then be enclosed in one single outer parcel.

Any infringement of these instructions (e.g., unsealed envelopes or not marked as required) ILO will assume no responsibility for the misplacement or premature opening of the Bid.

The outer parcel shall be sealed and bear the following information:

- a) the address for submission of Bids indicated above;
- b) the reference of the ITB to which the Bidder is responding;
- c) the name of the Bidder.

In addition, on both sides of the parcel:

<p>ITB Number: 02/2014 (Export Project – Egypt) CONFIDENTIAL To be opened by the Evaluation Panel ONLY Do not open before 10/08/2014</p>
--

2.4 Signature of Bid

The Bid shall be dated and signed by the duly authorized representative of the Bidder.

2.5 Official Language

The proposal, any information and correspondence shall be submitted in English language.

2.6 Correspondence

Any communication in connection with this ITB should be addressed in writing to the E-mail address mentioned in paragraph 1.2. All correspondence should quote

the reference number of the ITB. Bidders are requested not to otherwise contact the ILO after the closing time, i.e. during the ITB assessment period.

2.7 No Consultation

The Bidder shall not:

- consult, communicate or agree with any other Bidder or competitor, with regard to price or any other matter related to the ITB for the purpose of restricting competition;
- disclose the price, directly or indirectly, to any other Bidder or competitor, except in the case of standard 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 or reject their proposal.

The above however shall not restrict the right of the Bidder to form a joint venture, a consortium or an association.

2.8 Contract Conditions

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

By submitting a Bid, the Bidder accepts in full and without restriction these instructions, the Terms and Conditions applicable to ILO Contracts in Annex IV and the Conditions for use of USDOL funds in Annex V as the sole basis of this bidding procedure, whatever its own conditions of sale may be, which it hereby waive.

The ILO reserves the right to decline without further comment any Bid which does not accept the Terms and Conditions applicable to ILO Contracts as identified in Annex IV or the Conditions for use of USDOL funds in Annex V.

2.9 Joint Venture, Consortium or Association

In the case of a joint venture, consortium or association, hereafter collectively called “Consortium”, the composition of the Consortium cannot be modified in the course of the bidding procedure. The Consortium members would have joint and several liability towards ILO concerning participation in both this ITB procedure and any contract awarded to as a result of it, pursuant to the provisions laid down in the Terms and Conditions applicable to ILO Contract enclosed in Annex IV and in the Conditions for use of USDOL funds in Annex V. The Consortium Leader shall be the signatory of any contract and represent the other members.

2.10 Work on ILO Premises

In case Bidder's personnel are required to work on ILO premises, they shall have to abide to security restrictions and will be responsible to comply with applicable laws. The Bidder shall be responsible to obtain valid entry visa and work permit as applicable to the individuals and contract commencement may be subjected to complying with these obligations. Failure to comply with such obligations might lead to payment suspension and contract cancellation.

2.11 Expenses

Expenses incurred in connection with the preparation and submission of a Bid will not be reimbursed.

2.12 Incomplete Bids

ILO may decide to reject a bid that is not providing all the required information necessary for the assessment of the Bid by the ILO.

2.13 Changes to Bids

Changes or amendments to Bids can only be admitted if they arrive before the bids receipt deadline and shall be submitted in accordance with the instructions given above. The envelope shall be clearly marked as " Change(s) to Bid". Alternative Bids will not be taken into consideration.

2.14 No Material Change in Circumstances

The Bidder shall inform the ILO of any changes of circumstances during the ITB process including, but not limited to:

- a change affecting any declaration, accreditation, license or approval;
- major re-organizational changes, company re-structuring, take-over, buy-out or similar events 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 Bids.

2.15 ITB Document, Specifications, Drawings

The ITB 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 Bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided shall remain the property of the ILO.

2.16 Sub-Contracting

Sub-contracting is allowed, ILO reserves the right to approve any subcontractor that was not included in the ITB Submission Form and request copy of the sub-contracting agreement between the Bidder and its subcontractor(s).

2.17 Bid Validity

The Bid validity shall be six (6) months commencing from the ITB closing time and date stated above in paragraph 2.3. The ILO reserves the right to request an extension of the period of validity of Bids.

2.18 Notification of Bid Evaluation

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

2.19 Publicity

During the ITB process, the Bidder is not allowed to make any publicity in connection with the ITB.

3 CONTENT OF BID

The Bid shall comprise the following:

3.1 Bidder's Declaration Form (Annex II-B) also from partners and 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. The definitions of terms used in this declaration are:

“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;

3.2 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. The Bidders shall attach to this Annex the following mandatory documents:

- a) 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 established have been fulfilled;
- b) The proof of declaration and payment of taxes, fees and social security contributions 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;

3.3 Price Submission Form (Annex II-E)

Bidders shall complete this form and attach all required documents and price breakdown information as required by this Annex II-A.

The Bids shall be checked for any arithmetic errors in computation and summation. Any arithmetical errors are corrected without prejudice to the bidder as follows:

- Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate by the corresponding quantity, the unit rate shall prevail and the total amount shall be corrected, unless in the opinion of the ILO there is an obvious error in the unit rate, in which event the total amount as quoted shall prevail and the unit rate shall be corrected.
- If there is a discrepancy between words and figures the amount in words will prevail.

Amounts corrected in the way mentioned above shall be binding on the Bidder. If the Bidder does not accept them, its Bid shall be rejected.

4 EVALUATION OF BIDS AND CONTRACT AWARD

4.1 Preliminary Evaluation

Prior to the detailed evaluation of each Bid, the ILO will undertake a preliminary examination and Bids 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, clause 3: Content of Bid;
- b) Original Proposal is not signed by duly authorized individual of the organization/company as specified in Annex I, Instructions to Bidders, clause 2.4: Signature of Bid;
- c) The validity of the Bid is not in accordance with the requirements of the ITB as specified in Annex I, Instructions to Bidders, clause 2.17: Bid Validity.

4.2 Evaluation of Bids

Bids will be reviewed and evaluated by an Evaluation Panel composed of members from the ILO.

The Bids will be evaluated to determine compliance with the requirements specified in the ITB, against the evaluation criteria enclosed to this ITB as Annex VI, and by applying the lowest priced, substantially compliant offer methodology. Compliance is defined as compliant or not compliant for all issues.

If the Requirements are grouped in multiple lots, evaluation will be based on compliance to requirements of each lot and the total cost of each lot, taking into consideration that the ILO may contract separately for each lot.

4.3 Award of the Contract

The Bidder acknowledges the right of the ILO to reject the Bid in whole or in part. The Bidder also acknowledges the right of the ILO to reject a Bid if the Bidder fails to submit the information required by the ITB Documents or if the Bid is in any way incomplete or irregular. The Bidder further acknowledges that the ILO is not bound to accept the Bid.

Awarding of the Contract will be made at the absolute discretion of the ILO and the ILO's decision to award the contract to a preferred supplier shall not be questioned by the Bidder.

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

ANNEX II

FORMS TO BE COMPLETED AND TO BE SUBMITTED BY THE BIDDER

- **ANNEX II-A: Acknowledgement of Receipt**
- **ANNEX II-B: Bidder's Declaration Form**
- **ANNEX II-C: Bidder's Information Form**
- **ANNEX II-D: Price Submission Form**

ANNEX II-A

**{ TC "Acknowledgement of Receipt Form" }ACKNOWLEDGEMENT
OF RECEIPT**

To be returned to:

ILO CO Cairo
PROCUREMENT
9 Dr. Taha Hussein Street, Zamalek
Zamalek (Cairo)

Fax: [Insert number]

E-mail: [Insert Email Address]

INVITATION TO BID NUMBER: **ITB 02/2014 (Export Project –Egypt)**

REQUIREMENTS: Supply and Installation of Office Furniture

☐ WE ACKNOWLEDGE RECEIPT OF ALL BID DOCUMENTS FOR THE
ABOVE MENTIONED ITB

(In event of missing elements, contact the ILO Officer in Charge)

☐ WE INTEND TO SUBMIT A BID

☐ WE WILL NOT BID FOR THE FOLLOWING REASONS:

.....
.....

Signature:

COMPANY STAMP

Name:

Position:

Tel/Fax:

E-mail:

Date:

ANNEX II-B

BIDDER'S { TC "Declaration on Honour" } DECLARATION FORM

07/07/2014

INVITATION TO BID NUMBER: ITB 02/2014 (Export Project –Egypt)

Requirements: Supply and Installation of Office Furniture

I, the undersigned, representing and duly authorized to sign this Bidder's Declaration, being a Bidder for the above Invitation to Bid hereby confirm:

1. That I have established the prices in this proposal independently without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
2. That I did not make or will not make any attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal.
3. That I will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, promises of future employment or other benefits to or from anyone in the ILO.
4. That I (both parent company and/or any subsidiaries) am 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. That I (both parent company and/or any subsidiaries) will not use the funds received under any contract with the ILO to provide support to individuals, groups, undertakings or entities associated with terrorism.
6. That I (both parent company and/or any subsidiaries) am not the subject of any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.
7. That I am not engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, the ILO Minimum Age Convention or the Convention concerning Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour.
8. That I have not been guilty of grave professional misconduct.

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

9. That following any other procurement or grant award procedure financed by the ILO budget, I have not been declared to be in serious breach of contract for failure to comply with my contractual obligations.
10. That I have no conflict of interest in connection with the contract. A conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
11. That I will inform the ILO, without delay, of any situation constituting a conflict of interest or liable to result in a conflict of interest.
12. That I have not granted, sought, attempted to obtain or accepted any advantage, financial or otherwise, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to performance of the Contract.
13. That I am aware that the ILO reserves the right to verify this information, and that I accept the possible consequences that may arise from any false declaration in providing the information required by the ILO in order to take part in the Contract.
14. That I am not bankrupt, being wound up, having my affairs administered by courts or entered into an arrangement with creditors.
15. That I have not suspended business activities or am the subject of proceedings concerning those matters, or am in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

COMPANY STAMP

Signature:

Name:

Position:

Tel/Fax:

E-mail:

Date:

{ TC "Tenderer Information Form" } **ANNEX II-C**

BIDDER'S { TC "Declaration on Honour" } INFORMATION FORM

I, the undersigned, by submitting this Bid, hereby confirm that these instructions are accepted in full and without restriction, including the Terms and Conditions applicable to ILO Contracts as the sole basis of this ITB procedure.

<p>1. SUBJECT</p>

INVITATION TO BID NUMBER: ITB 02/2014 (Export industries project, Egypt)

REQUIREMENTS: Supply and Installation of Office Furniture

<p>2. BID SUBMITTED BY A SINGLE ECONOMIC OPERATOR</p>
--

BIDDER: [*FULL NAME OF THE ENTITY SUBMITTING A BID*]

<p>3. ²BIDDER INFORMATION</p>

CORPORATE NAME:

LEGAL STATUS:

AUTHORISED CAPITAL:

HEADQUARTERS ADDRESS:

.....

PLACE OF BUSINESS ADDRESS:

.....

TELEPHONE: **FAX:**

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

TRADE REGISTERED No.: VAT No.:

DATE ESTABLISHED

4. MANDATORY DOCUMENTS

As requested in Annex I, Instructions to Bidders, clause 3.2: Bidder's Information Form, the following documents are attached to this form:

- a) Certificate of company registration.

COMPANY STAMP

Signature:

Name:

Position:

Tel/Fax:

E-mail:

Date:

ANNEX II-D

PRICE SUBMISSION FORM

INVITATION TO BID NUMBER: ITB 02/2014 (Export industries project,
Egypt)

REQUIREMENTS: Supply and Installation of Office Furniture

Dear Sir/Madam,

Having examined this Invitation to Bid 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 Requirements upon the Terms and Conditions applicable to ILO Contracts for the following Total Contract Price net of any direct taxes or customs duties and other import taxes:

TOTAL CONTRACT PRICE	[Insert Amount in words and numbers]	[Insert Currency]
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We understand that the ILO is not bound to accept any Bid it may receive.

Our Price Submission Form includes the following documents:

- ☐ Priced List of Goods and/or related Services
- ☐ Other Price Breakdown List

COMPANY STAMP

Signature:

Name:

Position:

Tel/Fax:

E-mail:

Date:

ANNEX III

DESCRIPTION OF THE REQUIREMENTS

The supplier will be responsible for the following two deliverables.

1. SUPPLY OF OFFICE FURNITURE

Office furniture will be supplied according to the specifications and quantities indicated. A deviation of up to 20% from the dimensions indicated is acceptable.

Specifications	Quantity
Desks 160 x70x75 cm with separate side tables and drawers unit 3 drawers with lock	15
Standard desks with built-in drawer unit 120 x70 x75 cm MDF covered with Melamine , Top & side thickness 25mm. Natural colours	48
Metal filing cabinets (Shannons or equivalent), 4 drawers Electrostatics coating , Central lock. Dimensions: 135/65/45 cm	36
Wooden File cabinets - MDF, 4 wooden doors with 2 locks. 40/80/205 cm	36
Flyers stand 120cm x90cm wooden front glass shelves or metal	24
Adjustable hydraulic, swivel desk chairs: metal frame, high density foam, covered with sky laser, arm rests, high back	63
Guest chairs: steel frame, high density foam, covered with sky laser,	60
Small Tables 50x50x45 cm 25mm thickness	27
Total number of items	309

2. DELIVERY AND INSTALLATION OF THE SUPPLIED FURNITURE

The supplier will deliver and install within maximum 1 month of contract signature, the above furniture to the following locations of the Ministry of Manpower.

- a) 6th of October
- b) 10th of Ramadan

- c) Alexandria
- d) Port Said
- e) Ismailia

ANNEX IV

TERMS AND CONDITIONS APPLICABLE TO ILO CONTRACTS

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 (**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 purchase goods or equipment (referred together to as “Goods”), or contract for works or services (referred together to as “Services”) of the same or similar kind and quality described in the Contract from any other source at any time.
- 2.4. **COMMUNICATIONS:** Communications (e.g., notices, documents) will be addressed to:

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

3. PRICE AND PAYMENT

- 3.1. **PRICE AND CURRENCY:** The price and currency specified in the Contractor's offer are firm and not subject to revision. The ILO's financial liability under the Contract is restricted to the price and currency indicated in the Purchase Order/Contract Document.
- 3.2. **PAYMENT:** Upon receipt of the Contractor's written invoice and any related supporting documentation, the ILO will effect payment, normally within thirty (30) days, by bank transfer (the ILO will not pay through letters of credit or bank draft). The written invoice will be sent to the addressee specified in the Purchase Order/Contract Document and will contain the:
- 3.2.1. number of the Purchase Order/Contract Document that it relates to;
- 3.2.2. invoiced amount (without the rounding of currency decimals and exclusive of VAT, duties or charges); and
- 3.2.3. date of the delivery of Goods or the completion of Services.

In no event will complete or partial payment by the ILO, in and of itself, constitute acceptance of the Goods or 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. **PACKAGING:** Where packaging is required, the following terms (including in any INCOTERM or similar trade term) apply:
- 4.1.1. The Contractor will package and mark all Goods for shipment and delivery in accordance with the highest standards of commercial packaging for the type and quantity of the Goods and the modes of transport used and the packaging will comply with any requirements imposed by applicable laws and standards. In addition, the Contractor will ensure that:
 - 4.1.1.1. packaging will be sufficient to withstand local conditions, including rough handling, exposure to extreme climate conditions, dusty environments, salt and precipitation, and open storage for up to several months after arrival at the Consignee's destination specified in the Purchase Order/Contract Document;
 - 4.1.1.2. packing container sizes and weights will be determined by reference to the conditions prevailing at the final destination, including where relevant, the absence of mechanical equipment for loading and offloading;
 - 4.1.1.3. dangerous or combustible Goods will be packed separately, in accordance with the highest safety standards of commercial packaging, and marked as containing dangerous or combustible Goods; and
 - 4.1.1.4. no markings on the outside of the packaging indicate the contents of the box. Boxes in shipments consisting of multiple boxes will be numbered and will identify the total number of boxes in the shipment (i.e., box 1 of 5, 2 of 5, etc.). A packing slip will be placed inside each box with all details of its contents. Packing lists will state complete shipping marks, number of boxes, contents, gross and net weights in kilograms of each box, measurements and volume in cubic meters.
 - 4.1.2. The Contractor will have no right to the return of packing materials.
 - 4.1.3. Any costs relating to or arising from packaging or marking deficiencies or deviations from the Contract will be borne by the Contractor.
- 4.2. **SHIPMENT, TRANSPORT, DELIVERY:** Where shipment, transport and delivery are required, the following terms (including in any INCOTERM or similar trade term) apply:
- 4.2.1. The Contractor is solely responsible for making all shipment, transport and delivery arrangements necessary for the performance of the Contractor's obligations under the Contract, including obtaining any permits, licenses, certifications, registrations, approvals or authorizations necessary for the shipment, transportation and delivery, including, as applicable, the importation and exportation of Goods.
 - 4.2.2. All costs associated with any shipment, transport and delivery, including all freight and insurance costs, and all costs relating to obtaining any permits, licenses, certifications, registrations, approvals or authorizations will be borne by the Contractor.
 - 4.2.3. The Contractor will insure the Goods against all risks, including war, strike and riot, until delivery at the final destination. The value of the Goods will be calculated on the basis of cost and freight plus ten (10) per cent. A duplicate of the insurance certificate will be sent to the ILO and the original to the Consignee.
 - 4.2.4. The Contractor will ensure that the Consignee receives all necessary transport documents in a timely manner, so as to enable the Consignee to take delivery in accordance with the requirements of the Contract. A duplicate of all necessary transport documents will be sent to the ILO in advance of the transport and delivery.
 - 4.2.5. Partial shipment and the combining of Goods supplied against different Purchase Orders to the same Consignee are not allowed, except with the prior written authorization of the ILO.
- 4.3. **INSPECTION, ACCEPTANCE, REJECTION:** Where inspection and acceptance or rejection are required, the following terms apply:
- 4.3.1. Delivery will not be deemed, in and of itself, as constituting acceptance by the ILO.
 - 4.3.2. Neither delivery into the physical custody of the Consignee nor complete or partial payment by the ILO or the Consignee constitute acceptance. The Consignee will have sixty (60) days after physical delivery into its custody has been completed in accordance with the Contract, to inspect and accept or reject the Goods for defects or other failures to meet the Contract's requirements. After sixty (60) days the Goods will be deemed to have been accepted by the Consignee.

- 4.3.3. The Consignee's inspection of the Goods, failure to inspect and accept or reject the Goods, and acceptance or rejection of the Goods will not relieve the Contractor from its responsibility, nor impose liability on the Consignee or the ILO, for defects or nonconforming Goods. In addition to all other remedies available under the Contract, the Consignee or the ILO may reject all Goods that do not conform to the terms and conditions of the Contract.
- 4.3.4. Goods in the possession of the Consignee or the ILO that have been rejected by the Consignee or the ILO will be removed at the Contractor's expense within such period as the Consignee or the ILO may specify in its notice of rejection. Upon such notice to the Contractor, the Goods or any part thereof will be held at the Contractor's risk and expense including, if necessary, the cost of transfer to and storage at a commercial or bonded warehouse, and no liability will attach to the Consignee or the ILO for any loss or damage thereto. The payment of any customs duties which may be required on rejected Goods that were imported duty free is the Contractor's responsibility. Should the Contractor fail to remove the Goods as required by the notice of rejection, the Consignee or the ILO may dispose of the rejected Goods in such manner as the Consignee or the ILO deem appropriate, without any liability owed to the Contractor whatsoever.
- 4.4. **TITLE:** Title to the Goods will not pass to the ILO until the Consignee has accepted the Goods. Accordingly, the Contractor assumes all liabilities associated with appropriation, confiscation, delay, damage (regardless of cause), destruction, loss or theft of the Goods until title to the Goods has passed to the ILO.
- 4.5. **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.
- 4.6. **ITEMS FURNISHED BY THE ILO TO THE CONTRACTOR:** Where 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:
- 4.6.1. 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.
- 4.6.2. The Contractor will promptly report to the ILO each loss, damage or theft of such Goods.
- 4.6.3. 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.
- 4.6.4. 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.
- 4.7. **INSTALLATION, MAINTENANCE, TRAINING:** Where installation, maintenance (ongoing or as specified in the Purchase Order/Contract Document) or training is required, the following terms apply:
- 4.7.1. 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.
- 4.7.2. All costs related to the installation, maintenance or training will be borne by the Contractor.
- 4.7.3. The ILO and the Consignee will be permitted to monitor the installation or maintenance work, as well as to oversee the training.
- 4.7.4. 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 Goods or Services described in the Contract.
- 4.8. **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.
- 4.9. **RESPONSIBILITY FOR PERSONNEL:**
- 4.9.1. 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.

- 4.9.2. 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.
- 4.9.3. 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.
- 4.9.4. Each Party is solely responsible for all claims arising out of or relating to the engagement of its respective Personnel.
- 4.9.5. 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.
- 4.10. INSURANCE:**
- 4.10.1. 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:
- 4.10.1.1. illness, injury and death; and
- 4.10.1.2. incapacity to work due to accident and sickness either during normal working hours or outside working hours.
- 4.10.2. Time lost as a result of the occurrence of the risks identified in subparagraphs **4.10.1.1** or **4.10.1.2** will not be chargeable to the ILO.
- 4.10.3. 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.
- 4.10.4. 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:
- 4.10.4.1. 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;
- 4.10.4.2. include a waiver of subrogation of the Contractor's insurance carrier's rights against the ILO; and
- 4.10.4.3. 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.
- 4.10.5. The Contractor will take out any other insurance required by the ILO and as specified in the Purchase Order/Contract Document.
- 4.10.6. 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.
- 4.11. INDEMNIFICATION:**
- 4.11.1. The Contractor is solely responsible for any claim or damage resulting from the negligence, acts, or omissions of its Personnel.
- 4.11.2. 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.
- 4.11.3. 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 Goods and 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, refund to the ILO the full price paid by the ILO for the right to have or use such Proprietary Items and Intellectual Property or part thereof..
- 6.2. **CONFIDENTIAL NATURE OF AND RESPONSIBILITY FOR PROPRIETARY ITEMS, INTELLECTUAL PROPERTY AND OTHER INFORMATION:**
 - 6.2.1. Unless otherwise made public with the authorization of the ILO, Proprietary Items, Intellectual Property and other information, irrespective of what form they are, developed, collected, known, marked or received by the Contractor, will be treated by the Contractor as confidential and be used only for the purposes of the Contract.
 - 6.2.2. The Contractor will not communicate at any time to any other person, government or entity external to the ILO, any Proprietary Items, Intellectual Property or other information known by reason of its association with the ILO, which has not been made public, except with the authorization of the ILO; nor will the Contractor at any time use such information for private advantage or in any manner prejudicial to or incompatible with the interests of the ILO. Where the Contractor is required by law to disclose such Proprietary Items, Intellectual Property or other information, it will give the ILO sufficient prior notice of the request to disclose in order to allow the ILO to have a reasonable opportunity to take protective measures or such other action as may be appropriate.
 - 6.2.3. The Contractor will be responsible for such Proprietary Items, Intellectual Property and other information. In case of loss of or damage to any Proprietary Items, Intellectual Property or other information the Contractor may be required to:
 - 6.2.3.1. replace or repair the lost or damaged Proprietary Items, Intellectual Property or other information; or
 - 6.2.3.2. provide compensation to the ILO for the cost of replacing or repairing the lost or damaged Proprietary Items, Intellectual Property or other information.
- 6.3. **PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:**
 - 6.3.1. The Contractor may neither disclose the terms and conditions of the Contract nor advertise or otherwise make public the fact that it is a Contractor to the ILO.
 - 6.3.2. The Contractor may not use or reproduce the name, emblem or the official seal of the International Labour Organization or of the International Labour Office, including their abbreviations, in connection with the Contractor's business or otherwise.
 - 6.3.3. In reporting its procurement activities, the ILO may publish (e.g., on the internet) the Contractor's name and amount of the Contract.

7. ETHICAL CONDUCT

- 7.1. **LABOUR CLAUSES:** The Contractor undertakes to respect, at all times and in all circumstances relevant to the performance of the Contract and in relation to all its Personnel, and to ensure that its subcontractors respect:
 - 7.1.1. The following principles concerning international labour standards of the International Labour Organization:
 - 7.1.1.1. the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as the protection of those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;
 - 7.1.1.2. the prohibition of forced or compulsory labour in all its forms;
 - 7.1.1.3. equal remuneration for men and women for work of equal value;
 - 7.1.1.4. equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of the Contract takes place;
 - 7.1.1.5. the prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the Contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher;
 - 7.1.1.6. the prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;
 - 7.1.1.7. the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The Contractor shall keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or

collective agreement, and the workers concerned must be informed of such deductions at the time of each payment.

7.1.1.8. the provision of wages, hours of work and other conditions of work not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or, (iii) applicable laws or regulations, whichever offers the best working conditions), for work of the same character performed in the trade or industry concerned in the area where work is carried out;

7.1.1.9. the need to ensure, so far as is reasonably practicable, that the workplaces, machinery, equipment and processes under their control are safe and without risk to health, and that the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health; and

7.1.2. All applicable laws or regulations concerning terms of employment and conditions of work, any collective agreements to which it is party, or any other related measure with which it must comply.

7.2. PERSONNEL NOT TO BENEFIT:

7.2.1. The ILO requires bidders and contractors to observe the highest ethical standards during the procurement process and the execution of contracts. In order to ensure the respect of these obligations, the ILO provides the following definitions:

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

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

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

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

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

7.2.2. The Contractor will not (and will ensure that its Personnel do not) place itself in a position that may, or does, give rise to a conflict between its interests and the ILO's interests during the procurement process or the execution of the Contract.

7.2.3. If during any stage of the procurement process a conflict of interest arose or during contract execution a conflict of interest arises, or appears likely to arise, the Contractor will immediately notify the ILO in writing, setting out all relevant details, including any situation in which the interests of the Contractor conflict with the interests of the ILO, or in any situation in which any ILO official, employee or person under contract with the ILO may have, or appears to have, an interest of any kind in the Contractor's business or any kind of economic or personal ties with the Contractor. The Contractor will take such steps as the ILO may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of the ILO.

7.2.4. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to disqualify the Contractor for a specified or indefinite period from participating in the procurement process of the ILO or contracting with the ILO, if it is shown that the Contractor has, directly or indirectly, employed fraudulent, corrupt, collusive or coercive practices or failed to disclose a conflict of interest.

8. FULL DISCLOSURE

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

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

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

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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 Goods or 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 Goods or Services from other sources and the ILO may apply such additional costs incurred, by deduction or otherwise, against future amounts owed by the ILO to the Contractor.
- 9.1.4. Upon receipt of notice of any decision by the ILO to suspend the Contract under subparagraph 9.1.2.1 and with respect to the suspended portion of the Contract, the Contractor will take immediate steps to reduce expenses to a minimum and will not undertake any further obligations; provided, however, that the ILO and the Contractor will continue performance of the Contract to the extent that it is not suspended or cancelled.

9.2. FORCE MAJEURE:

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

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.

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

[Footnote continued from previous page]

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.

TERMINATION

TERMINATION BY THE ILO:

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:

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;

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;

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;

is declared undesirable by the government where the Contractor is to perform any of its obligations under the Contract;

is the subject of any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank; or

the ILO's activities are curtailed or terminated.

Upon receipt of notice of termination by the ILO, the Contractor will take immediate steps to stop production or delivery of any Goods or bring any work or 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.

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 Goods or Services satisfactorily delivered or performed and accepted by the ILO.

TERMINATION BY THE CONTRACTOR:

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:

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

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.

WARRANTY

WARRANTY OF GOODS:

In addition to conforming to the specifications contained in the Contract with respect to their quantity, quality, description and full compatibility with conditions prevailing in the final place of destination, the Contractor warrants that the Goods:

will be new and unused, free from defects, and will conform to their respective product specifications which are incorporated by this reference in the Contract;

are fit for the purposes for which such Goods are ordinarily used and for purposes made expressly known in writing in the Contract;

are free from any right or claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights. The Contractor will indemnify, defend and hold harmless the ILO from any actions or claims brought against the ILO pertaining to the alleged infringement of any such third-party rights;

are securely contained, packaged and marked, taking into account the modes of transport, in a manner so as to protect the Goods during delivery to their final destination; and

conform with all applicable technical, safety, health and environment protection standards or recommendations, including those relating to ILO conventions on safety and health.

Where the Contractor is not the original manufacturer of the Goods, the Contractor will provide the ILO with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract.

With the exception of subparagraph 11.1.1.4, all warranties set forth in paragraph 11.1 will remain fully valid following the delivery of the Goods at the final destination for a period of not less than one (1) year.

During the period in which the Contractor's warranties are in effect, upon notice by the ILO that the Goods do not conform to the terms or requirements of the Contract or other breach of the warranties set forth in paragraphs 11.1.1 and 11.1.2, the Contractor will immediately undertake, at its sole expense, best efforts to cure such defects and non-conformities in the delivered Goods, or other breach of the warranties. If the

Contractor is unable to correct such defects and non-conformities promptly, but in no case longer than fifteen (15) days, the Contractor will immediately replace the defective Goods with Goods of the same or better quality; or, at its own cost, remove the defective Goods and fully reimburse the ILO for the price paid for the defective Goods.

Without prejudice to any other right or remedy available under the Contract, in the event that the Contractor fails to meet its obligations under paragraph 11.1.4, the ILO has the right to independently replace or repair the Goods 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.

WARRANTY OF SERVICES:

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.

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.

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.

MISCELLANEOUS

CHANGE ORDERS: The ILO may, by written notification, increase or decrease the number of items or 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.

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.

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.

SURVIVAL: The obligations contained in paragraphs 4.10 (Insurance); 4.11 (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); 11.1 (Warranty of Goods); and 11.2 (Warranty of Services) survive the termination or expiration of the Contract.

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.

SETTLEMENT OF DISPUTES

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.

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:

the place of arbitration will be Geneva;

the decisions of the arbitral tribunal will be based on general principles of international commercial law;

the arbitral tribunal will have no authority to award punitive damages; and

ANNEX 3

the Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim arising out of the Contract, or the breach, termination or invalidity thereof.

LANGUAGE: The conciliation and the arbitration proceedings will be conducted in the language in which the Contract is signed provided that it is one of the three working languages of the ILO (English, French and Spanish). In the event the Contract is in a language other than English, French or Spanish, the conciliation or the arbitration proceedings will be conducted in English, French or Spanish.

ANNEX V

Conditions for use of USDOL funds

WHEREAS, the International Labour Organization, as represented by the International Labour Office, (hereinafter referred to as "the ILO" or "Recipient") and the Department of Labor of the United States of America (hereinafter referred to as "USDOL" or "Grantor") have executed a cooperative agreement (hereinafter called the "Cooperative Agreement"), under which the ILO has issued this Contract (hereinafter called this "Contract"); and the Cooperative Agreement provides for conditions in the use of USDOL funds under any applicable arrangements entered into by the ILO;

1. For purposes of these conditions, the following definitions apply:

1.1 "Employee" means either (i) an individual employed by the ILO or a funded entity and engaged in the performance of the project or program under the funds provided by USDOL; or (ii) another person engaged in the performance of the project or program under the funds provided by USDOL and not compensated by the ILO including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

1.2 "Forced labor" means labor or services of a person obtained by threats of serious harm to, or physical restraint against, that person or another person; means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or means of the abuse or threatened abuse of law or the legal process.

1.3 "Private entity" (i) means any entity other than a public entity and (ii) includes: (a) a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native village or regional or village corporation that is recognized by the United States as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and (b) a for-profit organization.

1.4 "Public entity" means a State, local government, Indian tribe (all within the territorial jurisdiction of the United States) or foreign public entity defined as a foreign government or foreign governmental entity; a public international organization, which is an organization entitled to enjoy privileges, exemptions, and immunities as an international organization under the International Organizations Immunities Act (22 U.S.C. 288–288f); an entity owned (in whole or in part) or controlled by a foreign government; and any other entity consisting wholly or partially of one or more foreign governments or foreign governmental entities.

1.5 "Severe forms of trafficking in persons" means (i) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (ii) the recruitment, harboring, transportation, provision, or obtaining of a person

for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

2. The Contractor undertakes the following:

2.1. It will not use funds provided by USDOL to lobby for, promote or advocate the legalization or regulation of prostitution as a legitimate form of work.

2.2. Neither it nor its employees will (i) engage in severe forms of trafficking in persons during the period of time that it receives USDOL funds; (ii) procure a commercial sex act during the period of time that it receives USDOL funds; or (iii) use forced labor in the performance of this Contract.

2.3. It will not use funds provided by USDOL for religious instruction, worship, prayer, proselytizing or other inherently religious activities, or the purchase of religious materials.

2.4. It will not use funds provided by USDOL with the intent to influence a member of the U.S. Congress, a member of any U.S. Congressional staff, or any official of any Federal, state, or local government in the United States (hereinafter “government official(s)”), to favor, adopt, or oppose, by vote or otherwise, any U.S. legislation, law, ratification, policy or appropriation, or to influence in any way the outcome of a political election in the United States, or to contribute to any political party or campaign in the United States, or for activities carried on for the purpose of supporting or knowingly preparing for such efforts. This includes awareness raising and advocacy activities that include fund-raising or lobbying of U.S. Federal, State, or Local Governments. Any communications about the ILO and its programs or activities, in response to a request by any government official, or for consideration or action on the merits of a federally-sponsored agreement or relevant regulatory matter by a government official, will be handled in direct consultation with the ILO.

2.5. It will not use funds provided by USDOL for payments to host country governments that duplicate or substitute for existing government functions. Payments to host country governments not specified in project documents are not allowed except when ILO has obtained prior USDOL approval in writing.

2.6. It will not use funds provided by USDOL for direct cash transfers to target beneficiaries. However, “participant support costs”⁵ may be incurred in the nature of, for example, incidental items that are purchased and distributed or the issuance of vouchers.

2.7. It will not use funds provided by USDOL for goods or services used for private purposes by the Contractor’s employees.

2.8. It will not use funds provided by USDOL for entertainment, including amusement, diversion, and social activities and any costs directly associated with entertainment (such as

⁵ “Participant support costs” means direct costs for items incidental to providing services, including such items as uniforms, school supplies, books, provision of tuition (e.g., in the form of stipends), and transportation costs.



tickets, meals, lodging, rentals, transportation, and gratuities). Costs of training or meetings and conferences, when the primary purpose is the dissemination of technical information, are allowable. This includes costs of meals and refreshments, transportation, rental of facilities and other items incidental to such meetings and conferences. Costs related to child labor educational activities, such as street plays and theatre, are allowable.

2.9. It will not use funds provided by USDOL for alcoholic beverages.

3. The Contractor acknowledges that the ILO, without prejudice to any other right or remedy available under this Contract, may unilaterally terminate this Contract, without penalty, if the Contractor (i) is determined to have violated section 2.2. above; or (ii) has or had an employee who is determined by the ILO to have violated, after entering into this Contract, section 2.2. above through conduct that is either (a) associated with performance under this Contract; or (b) imputed to the Contractor using the following standards and due process for imputing the conduct of an individual to an organization.

4. For purposes of actions taken under Section 2 above, the ILO may impute conduct as follows:

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

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

ANNEX VI

EVALUATION CRITERIA

Supply and Installation of Office Furniture – ILO Egypt

ITB Number: 02/2014 (Export industries project – EGYPT)

EVALUATION CRITERIA		
A) Technical Criteria	PASS	FAIL
1. The organization has a minimum of 3 years of previous relevant experience, including of delivery and installation of furniture in Egypt (as proven by the company registration certificate).		
2. The bid submitted includes all of the required documentation, clearly and appropriately completed, and submitted in due form and time.		
3. The bid responds to all the requirements of the present ITB, and in particular: <ul style="list-style-type: none"> a. Description of the furniture to be supplied are complete and clear (colour, dimensions, materials, quantities); b. Delivery and installation within one month of the contract signature to the project sites; c. A minimum of 1 year warranty. 		
B) Commercial Criteria		
1. Price		

In order to pass the technical evaluation, vendors must be compliant with all technical criteria.

The contract will be awarded to the lowest technically compliant bidder.