



REQUEST FOR PROPOSALS
International Competitive Bidding (ICB)

Procurement of Consulting and Professional Services

DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND DEVELOPMENT
(DFATD)

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Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) has a requirement for a Project Monitor. The Consultant will be responsible for assessing the performance of DFATD's bilateral project entitled Strengthening Emergency Relief and Disaster Response Capacity of the Afghan Red Crescent Society and providing technical advice to DFATD and project implementing partners that will help to ensure the effective implementation and achievement of expected project results. To meet the above objective, DFATD is looking for a Consultant with expertise in the area of organizational capacity development and experience monitoring international development and humanitarian assistance projects/programs, including strong skills in results-based management. Working experience in Afghanistan or another fragile/conflict-affected state and in the area of humanitarian assistance/emergency response and integrating gender equality considerations into programming and monitoring would be an asset. The Consultant will travel to Afghanistan to conduct monitoring missions. Four (4) monitoring missions of two (2) weeks in duration are envisioned. Additional information related to the assignment is detailed in section 4, Terms of Reference.

The services are expected to start in Fall 2014 for a period of three (3) years.

Section 1: Instructions to Bidders

This section provides relevant information to help Bidders prepare their Proposal. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contracts.

Data Sheet

This section consists of provisions that are specific to each Request for Proposal (RFP) and that supplement the information or requirements included in Section 1, Instructions to Bidders.

Section 2: Technical Proposal - Standard Forms

This section contains the checklist. It also contains the Technical Proposal Forms to be submitted as part of the Technical Proposal.

Section 3: Financial Proposal - Standard Forms

This section contains the Financial Proposal Forms to be submitted as part of the Financial Proposal.

Section 4: Terms of Reference

This section contains the description of the consulting and professional services required.

Section 5: Evaluation Criteria

This section contains the description of the evaluation criteria and the evaluation grid.

Section 6: Standard Form of Contract

I. General Conditions

This section contains the general clauses of the resulting Contract.

II. Special Conditions

This section contains clauses specific to the resulting Contract. The contents of this Section supplement the General Conditions.

REQUEST FOR PROPOSALS

RFP # 2015-A-021052

*For the provision of consulting and professional services
in relation to
Project Monitor for the Strengthening Emergency Relief and Disaster Response
Capacity of the Afghan Red Crescent Society (ARCS) Project*

Section 1. Instructions to Bidders (ITB)

This section provides relevant information to help Bidders prepare their Proposal. Information is also provided on the submission, opening, and evaluation of the Proposals and on the award of the Contract.

Mandatory Procedural Requirements

There are mandatory procedural requirements associated with this Request for Proposal (RFP). Any Proposal that fails to meet any mandatory procedural requirements will be rejected. Only requirements identified in the RFP, Instruction to Bidders (ITB) with the word “must” are considered mandatory procedural requirements. No other procedural requirements can be introduced/ modified/ removed through any other Sections of the RFP.

- Definitions**
- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
 - (b) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association.;
 - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
 - (iii) a credit union as defined in paragraph 137 (6) b) of the Canadian *Income Tax Act*;
 - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - (v) the Canada Post Corporation.
 - (c) **“Bidder”** means the person or entity (or, in the case of a consortium or joint venture, the persons or entities) submitting a Proposal to perform the resulting Contract for Services. It does not include the parent, subsidiaries or other affiliates of the Bidder, its Sub-consultants or its Contractors.
 - (d) **“Bidder’s Employee”** means an individual who is, on the date of submission of the Proposal, an employee of the Bidder, whether full-time or part-time.
 - (e) **“Consultant”** means the person or entity or, in the case of a consortium or joint venture, the Members whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
 - (f) **“Contract”** means the written agreement between the Parties to the Contract, the General Conditions, any supplemental Special Conditions specified in the written agreement, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the parties from time to time.
 - (g) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific services that the Consultant is required to provide under the Contract. A Contractor cannot be an individual.

The Contractor is not part of the Personnel.

- (h) **“Data Sheet”** means part of the ITB used to reflect specific conditions of the RFP.
- (i) **“Day”** means calendar day, unless otherwise specified.
- (j) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (k) **“Evaluation Team”** means a team established by DFATD to evaluate the Proposals.
- (l) **“Fees”** mean an all-inclusive firm rate which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (m) **“GETS”** means Canada’s Government Electronic Tendering Services <https://buyandsell.gc.ca/>
- (n) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (o) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
 - (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
 - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
 - (iii) up to a maximum dollar amount specified;
 - (iv) on sight, on first request by DFATD to the bank and without question.
- (p) **“Licensed professional”** is an individual who is licensed by an authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other similar profession.
- (q) **“Local Support Staff”** means, unless otherwise specified in the Data Sheet, the following positions in the Recipient Country:
 - (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard;
 - (iv) Gardener.
- (r) **“Member”** means any of the entities that make up a consortium or joint venture; and **“Members”** means all these entities.
- (s) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to this RFP. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (t) **“National Joint Council Travel Directive and Special Travel Authorities”** mean the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel->

voyage/index-eng.php and <http://www.tbs-sct.gc.ca/>

- (u) **“OECD/ DAC”** means Development Assistance Committee of the Organization for Economic Cooperation and Development.
- (v) **“Parties”** means the Bidder and DFATD.
- (w) **“Personnel”** means any employee and/or Sub-consultant of the Bidder (except Local Support Staff) assigned to perform professional, technical and/or administrative services under the Contract.
- (x) **“Place of Business”** means the establishment where the Bidder conducts activities on a permanent basis that is clearly identified by name and accessible during normal working hours.
- (y) **“Point of Contact”** means DFATD officer responsible for coordinating communication between Bidders and DFATD during the RFP.
- (z) **“Proposal”** means the technical and financial proposal submitted by a Bidder.
- (aa) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
 - (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
 - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
 - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
 - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
 - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (bb) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Data Sheet.
- (cc) **“Reimbursable Expenses”** means the out-of-pocket expenses which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (dd) **“RFP Closing Date”** means the date and time specified in the Data Sheet or any extension to this date by which a Bidder's Proposal must be submitted.
- (ee) **“Services”** mean everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Section 4, Terms of Reference.
- (ff) **“Sub-consultant”** means a person or entity or entities contracted by the

Consultant to perform specific services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-consultant is part of the Personnel.

- (gg) **“Terms of Reference”** mean the document included in the RFP as Section 4.
- (hh) **“Travel Status”** means travel approved in writing by DFATD directly related to the Services.

- 1 Introduction**
- 1.1 The purpose of this RFP is to select a Consultant to provide the Services and enter into the resulting Contract.
- 1.2 Bidders are invited to submit a technical proposal and a financial proposal in response to this RFP.
- 1.3 Bidders who submit Proposals agree to be bound by the instructions, clauses and conditions of the RFP and accept the clauses and conditions of the resulting Contract, as is, in their entirety.
- 1.4 The successful Bidder will be required to provide all Services.
- 2 Cost of Proposal preparation**
- 2.1 No payment will be made for costs incurred for the preparation and submission of a Proposal in response to this RFP. All costs associated with preparing and submitting a Proposal are the sole responsibility of the Bidder.
- 2.2 Any costs related to negotiation of the resulting Contract will not be reimbursed by DFATD and are the sole responsibility of the Bidder. The location of the contract negotiation is indicated in the Data Sheet.
- 3 Governing Law**
- 3.1 The RFP and any resulting Contract must be interpreted and governed, and the relations between the Parties determined by the laws in force in the province of Ontario, Canada. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 3.2 A Bidder may, at its discretion, substitute the governing law of a Canadian province or territory of its choice without affecting the validity of its Proposal, by inserting the name of the Canadian province or territory of its choice in its Proposal (in TECH-3: Bidder's Organization). If no substitution is made, the Bidder acknowledges that the governing law specified in paragraph 3.1 is acceptable to the Bidder.
- 4 Bidders**
- 4.1 Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 4.2 All members of a consortium or joint venture must sign the resulting Contract and will be jointly and severally liable and responsible for the fulfillment and execution of any and all of the obligations of the resulting Contract.
- 4.3 Bidders must be eligible to participate in this RFP process.
- 4.4 Subject to paragraph 4.5, a Bidder is eligible to participate in this RFP process if it, including each Member if a Proposal is submitted by a consortium or joint venture, has the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder, including each Member, if a proposal is submitted by a consortium or joint venture, must provide, if requested by DFATD, a certified copy and translation of the original documentation, and any other requested supporting documentation, indicating the laws under which it is registered or incorporated together with the registered or corporate name and Place of Business. Any cost related to any such certification or translation is the sole responsibility of the Bidder. DFATD reserves the right to verify the certified copy of translation and to reject the Proposal in the event that the documents are found to be inaccurate or insufficient.
- 4.5 A Bidder, including each Member if a Proposal is submitted by a consortium or

joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise in the Recipient Country.

- One Bidder, One Proposal**
- 4.6 Multiple proposals from the same Bidder are not permitted in response to this RFP. A Bidder must submit only one proposal in response to this RFP. Individual Members of a consortium or joint venture are not permitted to participate in another bid, either by submitting a bid alone or by submitting a bid as a Member of another consortium or joint venture. If the Bidder submits a proposal individually or as a Member of a consortium or joint venture, it must not participate as a Sub-consultant in another proposal. A Bidder who submits more than one proposal will cause all the proposals that the Bidder submitted to be rejected. A Sub-consultant, however, may participate in more than one proposal, but only in that capacity.
- 5 Proposal Validity**
- 5.1 A Proposal must remain valid and open for acceptance for the period of time indicated in the Data Sheet.
- 5.2 DFATD may request Bidders to extend the validity period of their Proposal. Bidders who agree to DFATD's request for an extension should either confirm the availability of the Personnel listed in the Proposal or propose a replacement in accordance with paragraph 15.1.
- 6 Clarifications and Amendment of RFP Documents**
- 6.1 Bidders may request a clarification of any of the RFP elements no later than seven Days before the RFP Closing Date. Requests received after that date may not be answered.
- 6.2 Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing, or by standard electronic means only to the Point of Contact named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.
- 6.3 If, in DFATD's opinion, a request for clarifications affects the RFP, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.
- 6.4 A request for an extension of the RFP Closing Date will only be considered if it is received no later than nine Days before the RFP Closing Date, in writing, by the Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately five Days before the original RFP Closing Date.
- 7 Submission and Receipt of Proposals**
- 7.1 Proposals must be delivered by mail to the following address:
- DFATD Bid Receiving Unit
c/ o Mailroom, 1st Floor
Department of Foreign Affairs, Trade and Development
200 Promenade du Portage
Gatineau, Quebec
Canada K1A 0G4
- Or by hand to the following address:
- DFATD Bid Receiving Unit

Department of Foreign Affairs, Trade and Development
 15 Maisonneuve Blvd
 Gatineau, Québec

- 7.2 Bidders are requested to deliver their Proposal in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.
- 7.3 Proposals must be received by DFATD no later than the RFP Closing Date.
- 7.4 Due to the nature of this RFP, electronic transmission of a Proposal to DFATD by such means, including by electronic mail or facsimile will not be accepted.
- 7.5 Bidders are solely responsible for the timely receipt of their Proposal by DFATD. DFATD will not assume any responsibility for Proposals that are addressed to a location other than the one stipulated in the RFP and any such Proposals will not be accepted.
- Late Proposals**
- 7.6 Any Proposals received by DFATD after the closing date and time will not be considered and will be returned unopened.
- 7.7 DFATD requests that the Bidder's name and return address, RFP reference number (SEL number), project title and the RFP Closing Date are clearly visible on the envelope or parcel containing the Proposal.
- 7.8 Bidders are requested to present their Proposal on 8.5" X 11" or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.
- 7.9 The requirements with respect to the submission of Proposals are as follows:
- (a) Technical proposal:
 Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date.
 - (b) Financial proposal:
 Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked "Financial Proposal", followed by the RFP reference number, project title and the RFP Closing Date.
 - (c) Outer envelope:
 Bidders are requested to place the envelopes containing the technical and financial proposals in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and the RFP Closing Date. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/ or marked as stipulated.
- 7.10 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD's environmental initiatives and reduce waste.

- 7.11 With the exception of paragraph 7.13, all Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule of the Government of Canada.
- Withdrawal, Substitution, and Modification of Proposal***
- 7.12 Prior to the RFP Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD, by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:
- (a) submitted in accordance with paragraph 7.1-7.9 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by DFATD prior to the RFP Closing Date.
- 7.13 A Proposal that is requested to be withdrawn in accordance with paragraph 7.12 will be returned unopened.
- 8
Preparation of Proposal**
- 8.1 In preparing their Proposal, Bidders are requested to examine in detail the documents comprising this RFP and prepare a Proposal addressing all requirements of this RFP and related addendum(s), if any.
- 8.2 If additional documentation is available from DFATD to assist Bidders in preparing their proposal, the name of the document(s), and how to obtain them, will be specified in the Data Sheet.
- Language***
- 8.3 Proposals, as well as all related correspondence exchanged by the Bidders and DFATD, must be written in one of the official languages of Canada (English or French).
- 9
Technical Proposal**
- Mandatory Forms to Be Provided***
- 9.1 A signed TECH-1: Acceptance of Terms and Conditions must be submitted with a Bidder's Proposal. If a Bidder is a consortium or a joint venture, the Bidder's Proposal must include a signed TECH-1 from each Member. Bidders are requested to print TECH-1, fill it in manually, sign and attach it as page 1 of their Proposal. If TECH-1 is not submitted with a Proposal or is not signed, the Proposal will be rejected. If TECH-1 is improperly completed, DFATD will request corrections from the Bidder within the timeframe specified in the notification. If the updated TECH-1 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, "improperly completed" means:
- (a) There are one or more fields that are not completed; or
 - (b) The content of TECH-1 is amended in any way.
- Certifications Required with the Proposal***
- 9.2 Bidders are requested to submit completed TECH-2: Certifications, and TECH-3: Bidder's Organization, including a TECH-2 and TECH-3 from each Member of a consortium or joint venture submitting a Proposal, in their Proposal. If TECH-2 and/ or TECH-3 is not submitted with a Proposal and/ or is improperly completed, DFATD will request corrections and/ or completion from the Bidder. Bidders, including each Member of a consortium or joint venture submitting a Proposal, must submit the updated TECH-2 and/ or TECH-3 within

the timeframe specified in the notification. If the updated TECH-2 and/ or TECH-3 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, “improperly completed” means:

- (a) There are one or more fields that are not completed; or
- (b) The content of TECH-2 is amended in any way.

9.3 Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications in TECH-2 from the date of Proposal submission. Bidders have an obligation to disclose any situation of non-compliance with the certifications in TECH-2.

9.4 If any certification made by a Bidder is untrue, whether made knowingly or unknowingly, or if a Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within ten (10) Days of DFATD informing the Bidder that it is considering such rejection.

Other Forms to Be Provided

9.5 In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the Standard Forms (Section 2 of this RFP) as part of their technical proposals:

- (i) TECH-4: Bidder’s Experience;
- (ii) TECH-5: Methodology;
- (iii) TECH-6: Personnel.

Content presentation

9.6 In order to facilitate the evaluation, Bidders are requested to submit their technical proposals using the headings and numbering system detailed in Section 5, Evaluation Criteria. If specified in the Data Sheet, to avoid duplication, Bidders may use cross-referencing by referring to specific paragraph and page numbers in different sections of their Proposal where the subject topic has already been addressed.

9.7 Where specified in the respective TECH forms and/or in Section 5, Evaluation Criteria, Bidders are requested to respect page limits assigned to responses to any or all RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit.

9.8 As specified in the Data Sheet, Bidders are requested to:

- (a) provide a number of person-days that is equal to or higher than DFATD's minimum level of effort by individual Personnel position;
- (b) provide a number of person-days that takes into account the number of person-days for executing the project as estimated by DFATD; or
- (c) respect the fixed level of effort set by DFATD for evaluation purposes.

9.9 Unless otherwise expressed in the Data Sheet, alternative Personnel may not be proposed, and only one curriculum vitae can be submitted for each position. DFATD will not consider any proposed alternative Personnel in the Proposal evaluation.

**10
Financial
Proposals**

10.1 All information related to Fees and Reimbursable Expenses must appear only in the financial proposal. The financial proposal must be prepared using form FIN-1. If a Bidder does not submit FIN-1 with its proposal or does not comply with the provisions of paragraph 10.5, Pricing Basis, the Proposal will be

rejected.

10.2 The financial proposal must list all costs associated with the provision of the Services, including Fees for Personnel, and Reimbursable Expenses.

10.3 Personnel categories to be used:

- (a) Personnel assigned to the project in Bidder's country; or
- (b) Personnel assigned to the project in Personnel's country.

Reimbursable Expenses

10.4 DFATD recognizes the following categories of Reimbursable Expenses:

- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed, but must not exceed the limits in the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca> :

- (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing up to the maximum of a full-fare economy airfare;
- (ii) the cost of meals and incidentals allowance in respect of the Personnel for every Day in which the Personnel is absent from the Bidder's or Personnel's home office for purposes of the Services as well as private vehicle usage, not exceeding the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
- (iii) the cost of registration, photographs, and courier services related to obtaining a visa/work permit;
- (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, not exceeding the limits in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive; and
- (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees".

- (b) any other reasonable expenses which are not considered to be Fees, overhead/ indirect costs and that are not included in the above categories, that are specified in the Data Sheet and required to carry out the project.

Pricing Basis

10.5 Bidders must submit their financial proposal in accordance with the following pricing basis:

- (a) Fees: For each individual and/ or Personnel category to be employed under the project, the Bidder is requested to indicate the proposed Fees based on a 7.5-hour day. Secretarial, typing and administrative costs are

considered part of overhead unless directly related to project activities.

- (b) The following cost elements, if any, must be included in the all-inclusive firm Fees:
- (i) Direct salaries – mean the amounts paid to individuals for actual time directly worked under the Contract;
 - (ii) Employee fringe benefits – mean costs associated with employee salaries, including paid benefits. Paid benefits include: sick leave, statutory holidays, paid vacation leave, the employer's contribution for employment insurance and worker's compensation (where applicable), health and medical insurance, group life insurance and pension, time-off benefits, etc;
 - (iii) Overhead/ indirect costs – mean the following costs:
 - Advertising and promotion (non-project specific);
 - Amortization/ depreciation;
 - Bank charges (non-project specific);
 - Board activities;
 - Business development activities;
 - Capital taxes;
 - Communication, excluding long distance calls that are related to the execution of the program/ project;
 - Computer maintenance expenses;
 - Financing costs including but not limited to interest expenses and costs to obtain letters of credit;
 - General staff training;
 - Insurance (e.g. office, board of directors liability);
 - Internal or external audits of the Bidder;
 - Memberships and subscriptions;
 - Office supplies and equipment;
 - Bidder restructuring costs;
 - Professional fees relating to the administration of the Bidder (e.g. legal, accounting, etc.);
 - Proposal preparation activities;
 - Office rent and utilities;
 - Repairs and maintenance expenses;
 - Review and negotiation of agreements;
 - Salaries and fringe benefits related to the administration of the Bidder;
 - Staff recruitment;
 - Strategic planning activities;
 - Travel (non-project specific);
 - Workstations, including computers;
 - Other indirect/ overhead type of expenditures related to the Bidder's office(s);
 - Exchange rate fluctuation.
 - (iv) Profit

**Provision for
Multi-year**

10.6 The Fees must be expressed as fixed annual Fees by year (i.e. Year 1, Year 2,

- Contract** Year 3, etc).
- 10.7 The total cost of the individual Personnel is calculated by multiplying the average Fees for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual.
- Currency** 10.8 Bidders must provide the price of the Services in Canadian dollars (CAD).
- Taxes** 10.9 Bidders are requested to exclude all Applicable Taxes from the price. Bidders, however, are requested to show the total estimated amount of Applicable Taxes in the financial proposal separately.
- 10.10 For the purpose of Proposal evaluation, all taxes are excluded.
- 10.11 Local taxes (including but not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, duties, fees, levies) may be applicable on amounts payable to DFATD under the Contract. Bidders are requested to exclude all local taxes from their price, DFATD may reimburse the Consultant for any such taxes or pay such taxes on behalf of the Consultant. Reimbursement mechanism of applicable local taxes in the Recipient Country will be determined during contract negotiations.
- Costing Principles** 10.12 Cost of the Contract is comprised of the total Fees and Reimbursable Expenses, paid by DFATD for the provision of Services.
- 11 Proposal Evaluation**
- 11.1 Except when responding to requests to provide additional information as specified in paragraphs 9.1, 9.2, 9.4, 11.12, 11.20, 12 and 13 from the time the Proposals are submitted to the time the Contract is awarded, the Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/ or financial proposal. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.
- 11.2 Except as otherwise specified in this RFP, DFATD will evaluate Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
- 11.3 DFATD's Proposal selection method is described in the Data Sheet.
- 11.4 Bidders are advised that proposals received as a result of this RFP will be evaluated by an evaluation team composed of representatives of Canada and may also include representatives of the Recipient Country and other external experts such as consultants. All proposals will be treated as confidential, in accordance with paragraph 19, Confidentiality.
- 11.5 The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel.

**Mandatory
Procedural
Requirements**

11.6 Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.

11.7 Proposals that comply with all of the mandatory procedural requirements will be evaluated based on the evaluation criteria as specified in Section 5, Evaluation Criteria. Any Proposals not meeting the mandatory evaluation criteria will be rejected.

**Evaluation of
Technical
Proposals**

11.8 Proposals that comply with the mandatory evaluation criteria will be evaluated based on the rated criteria.

11.9 In their technical proposals, Bidders are requested to address clearly and in sufficient depth the rated criteria specified in Section 5, Evaluation Criteria, against which the Proposal will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. Bidders are requested to provide supporting data (for example, description of past experience, degrees, description of the Bidder's facilities, when applicable), to demonstrate their capability. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.

11.10 The Proposals that fail to achieve the minimum technical score for the rated criteria indicated in the Data Sheet will be rejected and the financial proposal will remain unopened.

11.11 Only work experience of the Bidder will be assessed. In case of a consortium or joint venture, unless otherwise specified in Section 5, Evaluation Criteria, the experience of any Member could be included in a Proposal as work experience of the Bidder. Nevertheless, when the evaluation requirement is demonstrated through number of years/months of experience, the cumulative experience of the Members cannot be used. For example, if the RFP requires five (5) years of experience in education, and both Members independently have three (3) years each, the experience requirement will not be met. For the purposes of evaluation, listing experience with no substantiation to describe where and how such experience was obtained may result in a score of zero.

11.12 Where Form TECH-6A, where applicable, is not provided with the Proposal, DFATD will, in its evaluation, treat the Proposal as though there was no one identified to carry out that specific element of the project. Where Form TECH-6B, where applicable, is not provided with the Proposal or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders must submit the completed TECH-6B within the timeframe specified in the notification. If the completed TECH-6B is not submitted within the specified timeframe, DFATD will treat the Proposal as though there was no one identified to carry out that specific element of the project. In this paragraph, "improperly completed" means:

- (a) There are one or more fields that are not completed; or
- (b) TECH-6B is not signed by the individual.

**Evaluation of
Financial
Proposals**

11.13 Financial proposal will only be opened and evaluated if the technical proposal achieves a score equal to or in excess of the minimum technical score indicated in the Data Sheet.

11.14 Fees and Reimbursable Expenses will be considered in the financial evaluation.

- 11.15 The evaluation of financial proposals will be carried out in accordance with the Data Sheet.
- 11.16 Unless otherwise specified in the Data Sheet, Bidders are requested to include and price in their financial proposal (FIN-1) all Personnel identified in any manner by the Bidder in the technical proposal and not specifically mentioned to be part of the overhead. Failure to do so will result in the financial proposal being scored zero.
- 11.17 Where the maximum funding is specified in the Data Sheet, the Bidder's financial proposal must not exceed the maximum funding. If the Bidder's Proposal exceeds the maximum funding, the Bidder's Proposal will be rejected.
- 11.18 Where the minimum level of effort is specified in the Data Sheet and the level of effort proposed by the Bidder is below the specified minimum, DFATD will evaluate the Bidder's financial proposal based on DFATD's specified minimum level of effort.
- 11.19 Where the fixed level of effort is specified in the Data Sheet and the Bidder proposes a different level of effort, DFATD will evaluate the Bidder's financial proposal based on DFATD's fixed level of effort.

**Price Justification
- Fees**

- 11.20 Bidders must provide price justification, on DFATD's request, and within the specified timeframe. Such price justification may include one or more of the following:
- (a) A copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other customers, including but not limited to fee history of assignments that covers at least one hundred (100) person-days billed in twelve (12) consecutive months over the last two years;
 - (b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/ indirect costs, profit and all other cost included in the proposed Fees; or
 - (c) Any other supporting documentation as requested by DFATD.

**12
Clarifications of
Proposals**

- 12.1 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - (b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
 - (c) request, before award of any Contract, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities, and/ or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFP; and
 - (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.
- 12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request will

result in the Proposal being rejected.

- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.

***Rights of DFATD
in evaluation***

- 12.4 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) correct any computational errors in the extended pricing of Proposals by using unit pricing;
 - (b) if there is an error corresponding to the addition or subtraction of subtotals in a total, the total will prevail;
 - (c) in case of discrepancy between word and figures, the former will prevail;
 - (d) evaluate the financial proposal to reflect the minimum or fixed level of effort specified in the Data Sheet, if applicable;
 - (e) in case of discrepancy between the level of effort in the technical and financial proposal, the financial proposal will be adjusted using the level of effort specified in the technical proposal; and
 - (f) in case the financial proposal does not reflect the technical proposal, the financial proposal may be given a score of zero.
- 12.5 At the end of the evaluation process, the Point of Contact will advise the Bidder of the actions, if any, taken pursuant to the paragraph 12.4. A Bidder that disagrees may withdraw its Proposal.

**13
Conditions of
Contract Award**

- 13.1 Before award of a Contract, a Bidder must meet the conditions listed below. Upon request by DFATD, a Bidder must provide, within the timeframe stated by DFATD, documentation to support compliance. Failure to comply with DFATD's request and meet the requirement within that timeframe will not delay the award of the Contract and may result in the Proposal being rejected.
- (a) **Financial Capability**
In order to determine the Bidder's financial capability to meet the project requirements, DFATD may require to have access to the Bidder's financial information. If the Bidder is a consortium or joint venture, DFATD may request financial information from each Member. Such financial information may include, but may not be limited to, the following:
 - (i) audited financial statements, if available, or the unaudited financial statements for the Bidder's last three (3) fiscal years, or for the years that the Bidder has been in business if it is less than three (3) years (including, as a minimum, the balance sheet, the statement of retained earnings, the income statement and any notes to the statements);
 - (ii) if the date of the above-noted financial statements is more than three (3) months before the date on which DFATD requests this information, the Bidder may be required to provide interim financial statements (consisting of a balance sheet and a year-to-date income statement), as of two (2) months prior to the date on which DFATD requests this information;

- (iii) if the Bidder has not been in business for at least one (1) full fiscal year, the following may be required:
 - opening balance sheet on commencement of business; and
 - interim financial statements (consisting of a balance sheet and a year-to-date income statement) as of two months prior to the date on which DFATD requests this information.
- (iv) a certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

In the event that DFATD considers that the Bidder is not financially capable of performing the RFP requirement, DFATD may require that the Bidder, at the Bidder's sole expense, provide some form of guarantee, for example, a financial guarantee from the Bidder's parent company, a ISLC, drawn in favour of DFATD, issued by an Approved Financial Institution or in the case of non-Canadian bidder, confirmed by an Approved Financial Institution, a performance guarantee from a Third Party or some other form of security, as determined by DFATD. If a parent company or a Third Party guarantee is considered appropriate by DFATD for the Bidder to be financially capable, DFATD may require the parent company or Third Party financial information.

When the information requested above is provided to DFATD and marked confidential, DFATD will treat the information in a manner consistent with the Canadian *Access to Information Act*.

- (b) Procurement Business Number
Bidders must have a Procurement Business Number. Bidders must register for a Procurement Business Number in the Supplier Registration Information service online at the following Website: <https://srisupplier.contractsCanada.gc.ca/>. In the case of a consortium or joint venture, the consortium or joint venture as a whole does not require a Procurement Business Number, but each Member must have a Procurement Business Number.
- (c) Security requirements associated with this RFP and the resultant Contract are specified in the Data Sheet.
If required in the Data Sheet, the Bidder must meet the security requirements specified in the Data sheet. In the case of a consortium or joint venture, each Member must meet the security requirements.
- (d) Proof of Insurance
Upon request by the Point of Contact, the Bidder must provide a letter from an insurance broker or an insurance company rated as A++ to B++ by A.M. Best stating that the Bidder, if awarded a Contract as a result of the RFP, can be insured in accordance with the insurance requirements specified in the Data Sheet. In the case of a consortium or joint venture, at least one Member must meet the insurance requirements.
- (e) M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec (L.R.Q., chapter M-30)
Bidders in Québec whose operations are partially or fully funded by the

province of Québec may be subject to the Government of Québec *Act Respecting the Conseil exécutif* (L.R.Q., chapter M-30). Under sections 3.11 and 3.12 of this Act certain entities, as defined in the meaning of the Act, including but not limited to municipal bodies, school bodies or public agencies, must obtain an authorization, indicated by the Act, before signing any agreement with DFATD. Consequently, any entity that is subject to the Act is responsible for obtaining such authorization. In the case of a consortium or joint venture, each Member must comply with the requirement stated in this paragraph.

**14
Negotiations**

14.1 A time limit may be imposed by DFATD to ensure that negotiations are concluded effectively and in a timely manner. In instances where negotiations cannot be satisfactorily concluded between the selected Bidder and DFATD, the Bidder's Proposal will be given no further consideration. DFATD may initiate negotiations with the next highest-ranking Bidder.

**15
Personnel
Replacement
prior to Contract
Award**

15.1 If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals is available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agree to with DFATD unless the Bidder is unable to do so for reasons beyond its control. For the purposes of this paragraph, only the following reasons will be considered as beyond the control of the Bidder: long-term/ permanent illness, death, retirement, resignation, maternity and parental leave, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must provide a replacement with equivalent or greater qualifications and experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not, at a minimum, achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.

**16
Performance
Security**

16.1 Unless otherwise specified in the Data Sheet, to guarantee the Consultant's performance, ten (10) percent of the total contract value will be subject to a holdback. The application of the holdback is non-negotiable.

16.2 In lieu of a holdback, alternative security in the form of ISLC issued or confirmed by an Approved Financial Institution may be considered acceptable at DFATD's sole discretion.

16.3 Subject to paragraph 16.2, within 28 Days of the signature of the Contract, the Consultant or any Member must provide the performance security in the amount of 10 percent of the total contract value in the form of Irrevocable Standby Letter of Credit (ISLC) acceptable to DFATD. The ISLC must be valid for six months after the completion of the Services. All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant's own expense.

- 17
Notification/
Debriefing of
unsuccessful
Bidders**
- 17.1 After completing negotiations and awarding the Contract to the successful Bidder, DFATD will publish the award of the Contract on OECD/DAC website, GETS, DFATD website and whenever possible, official gazette of the Recipient country.
- 17.2 Bidders may make a written request to DFATD to receive an oral or written debriefing on the strengths and weaknesses of the Bidder's own Proposal and to receive the marks obtained by the Bidder for each requirement of the technical component published in the evaluation grid and the marks obtained for the financial component. All costs related to oral debriefings, including but not limited to communication and/or transportation costs, are the responsibility of the Bidder.
- 17.3 Bidders may also request the name of the successful Bidder, the total marks obtained by the successful Bidder in each of the categories of the technical component listed in Section 5, Evaluation Criteria, and the marks obtained by the successful Bidder for the financial component. Where the request involves a Bidder who is an individual, some information may qualify for protection under the *Privacy Act*.
- 18
Commencement
of Services**
- 18.1 The Consultant is expected to commence provision of Services within the delay specified in the Data Sheet.
- 18.2 The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by DFATD.
- 19
Confidentiality**
- 19.1 Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act* and the *General Records Disposal Schedule of the Government of Canada*.
- 20
Rights of DFATD**
- 20.1 DFATD reserves the right to:
- (a) reject any or all Proposals received in response to the RFP;
 - (b) enter into negotiations with Bidders on any or all aspects of their Proposal;
 - (c) accept any Proposal in whole or in part without negotiations;
 - (d) cancel the RFP at any time;
 - (e) reissue the RFP;
 - (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who responded to resubmit Proposals within a period designated by DFATD; and
 - (g) negotiate with the sole compliant Bidder to ensure best value to DFATD.

Instructions to Bidders

DATA SHEET

Paragraph Reference	Note: The paragraph numbers indicated in the left hand column refer to the related paragraphs in the previous section, Instructions to Bidders
Definitions (q)	For the purpose of this RFP, the following positions are also included as Local Support Staff: <i>Not applicable</i>
Definitions (bb)	The Recipient Country is Afghanistan
Definitions (dd)	The RFP Closing Date is October 30, 2014 at 14:00 hrs, Eastern Daylight Saving Time (EST/EDT) (RFP Closing Date)
2.2	Location of contract negotiation: 200 promenade du Portage, Gatineau (Québec) K1A 0G4, Canada
5.1	The Proposal validity period is <u>120</u> Days after the RFP Closing Date.
6.2, 6.4, 11.1, 12.2, 12.5 and 13.1	DFATD Point of Contact is: Hao-Khun Seav Contracting Policy Officer Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4 Email: haokhun.seav@international.gc.ca
7.2	Bidder is requested to submit: Technical proposal: The original and <u>3</u> copies Financial proposal: The original and <u>1</u> copies
8.2	Additional documentation is available: YES ___ NO <input checked="" type="checkbox"/> ___
9.6	Cross-referencing is recommended: YES ___ NO <input checked="" type="checkbox"/> ___
9.8 (b)	An estimated number of person-days for the project is: 120_
9.9	The Bidder can propose alternative Personnel: YES ___ NO <input checked="" type="checkbox"/> ___
10.4	In addition to the listed eligible Reimbursable Expenses in ITB 10.4, the Bidder is

	<p>requested to provide the following expenses in FIN-1 :</p> <ul style="list-style-type: none"> (b) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier; (c) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and micro-copying); (d) the actual and reasonable costs of local transportation; (e) the actual and reasonable costs of security related expenses; (f) any other relevant costs which are not considered to the Fees, overhead or direct costs and that are not included in the above categories and that are required to carry out the project.
11.3	<p>Selection Method:</p> <p>Best value adjusted for cost:</p> <p>The technical proposal is awarded a maximum of three hundred fifty (350) points or seventy (70) percent of total possible five hundred (500) points, and the financial proposal is awarded a maximum of one hundred fifty (150) points or thirty (30) percent.</p> <p>The evaluation of the financial proposal will be conducted in accordance with the method described in paragraph 11.15 Evaluation of financial proposals of the Data Sheet.</p> <p>The financial proposal with the lowest evaluated dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis based on the lowest compliant financial price. For example, if the total financial score is one hundred fifty (150) points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive one hundred fifty (150) points for its financial proposal. All other technically compliant Bidders' financial score will be calculated as follow:</p> $\text{Bidder B's financial score} = \frac{\text{Bidder A's financial price} \times 150}{\text{Bidder B's financial price}}$ <p>The total evaluation point is the sum of the maximum technical points and the maximum financial points, which represents five hundred (500) points.</p> <p>Bidder whose Proposal obtained the highest combined technical and financial score will be invited for negotiation unless there is less than 1% of the total evaluation point between that Bidder and lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.</p>
11.10 and 11.13	<p>The minimum technical score required is: <u>210</u> points. Only Proposals that achieve a minimum technical score are considered compliant.</p>
11.15, 11.19 and 12.4 (d)	<p>Evaluation of financial proposals</p> <p>The total of the financial proposal will be calculated by adding the sub-totals of costs related to the Bidder's average all-inclusive firm Fees multiplied by the DFATD's fixed level of effort for each position of Personnel identified by DFATD in the RFP in</p>

	accordance with FIN-1A and the sub-totals of Reimbursable Expenses in FIN-1B.
11.16	The clause is applicable: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
11.17	The maximum funding for the Contract resulting from this RFP is CAD \$ 240,000, excluding Applicable Taxes.
13.1(c)	The Bidder is subject to security requirements: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
13.1(d)	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; (b) Bodily Injury and Property Damage to Third Parties; (c) Product Liability and Completed Operations; (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; (e) Cross Liability and Separation of Insured; (f) Employees and, if applicable, Volunteers as Additional Insured; (g) Employer's Liability; (h) Broad Form Property Damage; (i) Non-Owned Automobile Liability; and (j) 30 Days written notice of policy cancellation. <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a Licensed Professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and (b) 30 Days written notice of cancellation. <p>3. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p>

	<p>(a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;</p> <p>(b) Cross Liability and separation of insured, to the extent permitted by law;</p> <p>(c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and</p> <p>(d) 30 Days written notice of cancellation.</p> <p>4. War Risk Accidental Death and Dismemberment Insurance, for Personnel working in areas considered to be war zones. A war zone is defined as the combat zone where military operations are conducted, such as Afghanistan. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
18.1	Expected date for commencement of consulting and professional services is no later than 30 days following the signature of the Contract.

Section 2. Technical Proposal - Standard Forms


Guidance to Bidders:

At the beginning of each TECH, Bidders will find information that will help them in the preparation of their Proposal. In addition, DFATD has developed a checklist (below) to assist Bidders in preparing a responsive Proposal. The checklist below is for information purposes only and is NOT to be included with the Bidder's Proposal.

Bidders Checklist

1. Mandatory procedural requirements


Bidder must meet the mandatory procedural requirements stated below. Failure to meet any of these requirements will lead to rejection of the Bidder's Proposal.

Mandatory Procedural Requirements	
The Bidder is eligible to participate in this RFP as defined in ITB 4.3	
The Bidder has submitted only one Proposal in response to this RFP	
The Proposal validity is as per the Data Sheet 5.1	
Proposals is submitted by mail to the following address: DFATD Bid Receiving Unit c/ o Mailroom, 1st Floor Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Quebec Canada K1A 0G4 Or by hand to the following address: DFATD Bid Receiving Unit Department of Foreign Affairs, Trade and Development 15 Maisonneuve Blvd Gatineau, Québec	
The Proposal is submitted to DFATD no later than the RFP Closing Date indicated in the Data Sheet.	
The Proposal is written in one of the official languages of Canada (English or French).	
The Bidder or, in case of a consortium or joint venture, each member of a consortium or joint venture has completed, signed and included TECH-1 Form in the Proposal.	
The Bidder or, in case of a consortium or joint venture, each member of consortium or joint venture has provided and complies with the certifications of TECH-2 Form from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance	

with the certifications in TECH-2.	
The Bidder submitted a completed TECH-2 and TECH-3 Form with its Proposal.	
The Bidder has demonstrated compliance with each of the mandatory criteria, if any, specified in Section 5, Evaluation Criteria.	
No information related to Fees and Reimbursable Expenses appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.5).	
The financial proposal is expressed as fixed Fee by year (i.e. Year 1, Year 2, etc...) and is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder's Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 11.12, 11.20, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.1	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

2. **Other requirements:**

Compliance with the requirements below, while not mandatory, will increase the responsiveness of Bidder's Proposal.

Proposal Presentation and Submission	
Has the technical proposal used the headings and numbering system detailed in Section 5, Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in the Data Sheet?	
Has the Bidder submitted its proposal in the number of originals and copies indicated in the Data Sheet?	
Is the Original proposal clearly identified as "Original" on its cover?	
Is the Proposal presented on 8.5" X 11" or A4 paper and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Have the original and all copies of the technical proposal been placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
HAVE THE ORIGINAL AND ALL COPIES OF THE FINANCIAL PROPOSAL BEEN PLACED IN A SEALED ENVELOPE CLEARLY MARKED "FINANCIAL PROPOSAL", FOLLOWED BY THE RFP REFERENCE NUMBER, PROJECT TITLE AND THE RFP CLOSING DATE?	
HAVE THE ENVELOPES CONTAINING THE TECHNICAL AND FINANCIAL PROPOSALS BEEN PLACED IN AN OUTER ENVELOPE AND SEALED?	
Does the outer envelope bear:	

- name of the Bidder - return address of the Bidder - submission address - RFP reference number - project title - the RFP Closing Date	
Have the Proposal withdrawal, substitution and/ or modification, if any, been done as per ITB 7.12?	
Technical Proposal	
In case of a consortium or joint venture, has the Member in charge been identified by checking the appropriate box in TECH-1?	
Has the Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture provided information as requested in TECH-3 with the Proposal?	
Has the Bidder provided information as requested in the TECH-4 according to the specified format?	
Has the Bidder completed and included all TECH-5 forms according to the specified format?	
Has the Bidder completed and included all TECH-6 forms according to the specified format?	
Has the technical proposal clearly and in sufficient depth addressed the rated requirements against which the Proposal is evaluated?	
Does the technical proposal conform to the specified page limits as indicated in Section 5, Evaluation Criteria?	
Financial Proposal	
Does the Bidder's price exclude all Applicable Taxes? Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimate amount in the financial proposal separately.	

FORM TECH-1

Acceptance of Terms and Conditions

Guidance to Bidders:

- Signed TECH-1: Acceptance of Terms and Conditions must be submitted with a Bidder's Proposal.
- If a Bidder is a consortium or joint venture, the Bidder's Proposal must include a signed TECH-1 from each Member. DFATD requests that the Member in charge is identified by checking the appropriate box below.

The Proposal to the Department of Foreign Affairs, Trade and Development for the provision of Services in relation to: Project Monitor for the Strengthening Emergency Relief and Disaster Response Capacity of the Afghan Red Crescent Society (ARCS) Project.

From (please print): Bidder's Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

Title (Please Print)

Eligibility Certification:

The Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, certifies that:

- a) It has the legal capacity to contract;
- b) It is not a government entity or government-owned enterprise in the Recipient Country.

The Bidder also certifies that it has read the RFP in its entirety and that it accepts all terms and conditions set out in the RFP, as is without modifications, deletions or additions.

In addition, by signing this form the Bidder certifies its compliance with the certifications included in TECH-2 as completed.

Signature _____ Date _____

Member in Charge

FORM TECH-2

Certifications

Guidance to Bidders:

The Bidder is requested to complete the following certifications by filling in the appropriate spaces below. The Bidder must submit TECH-2, in accordance with paragraph 9.2 of the RFP.

In case of a consortium or joint venture, each Member must comply with the above requirement.

1. CODE OF CONDUCT FOR PROCUREMENT

The Bidder must respond to the RFP in an honest, fair and comprehensive manner, accurately reflect its capacity to satisfy the requirements stipulated in the RFP and the Contract, submit its Proposal and enter into the Contract only if it will fulfill all obligations of the Contract.

The Bidder certifies that it has read the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/>) and agrees to be bound by its terms.

2. ANTI-TERRORISM REQUIREMENT

The Bidder hereby certifies that the Bidder's Proposal does not include delivery of goods or services that originate, directly or indirectly, from entities listed pursuant to the *Anti-Terrorism Act*.

Details of listed entities can be found at <http://www.publicsafety.gc.ca/>. The Office of the Superintendent of Financial Institutions (<http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx>) lists are subject to the Regulations Establishing a List of Entities made under subsection 83.05(1) of the *Criminal Code*, and/ or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (RIUNRST) and/ or *United Nations Al-Qaida and Taliban Regulations* (UNAQTR).

3. INTERNATIONAL SANCTIONS

From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These economic sanctions may be implemented by regulation under the *United Nations Act* (R.S.C. 1985, c. U-2), the *Special Economic Measures Act* (S.C. 1992, c. 17), or the *Export and Import Permits Act* (R.S.C. 1985, c. E-19). The countries or groups currently subject to economic sanctions are listed on the Department of Foreign Affairs, Trade and Development site:

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng&view=d>

The Bidder certifies its compliance with any such regulations that are in force on the effective date of proposal submission. In addition the Bidder certifies such compliance by its Personnel, Local Support Staff and Contractor(s).

4. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, Bidders are advised that DFATD may reject a bid in the following circumstances:
 - (a) if the Bidder, any of its proposed Sub-consultants, any of its proposed Contractors including any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;

- (b) if the Bidder, any of its proposed Sub-consultants, any of its proposed Contractors including any of their respective employees or former employees was involved in any other situation of conflict of interest or appearance of conflict of interest.
 - (c) if the Bidder, any of its proposed Sub-consultants, any of its proposed Contractors including any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in DFATD's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a Bidder who is providing or has provided the Services described in the RFP (or similar services) will not, in itself, be considered by DFATD as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
 3. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. Where DFATD intends to reject a bid under this section, DFATD may inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. The Bidder acknowledges that it is within DFATD's sole discretion to determine whether a conflict of interest, an appearance of conflict of interest or unfair advantage exists.

5. **ANTI-CORRUPTION AND FRAUD**

DFATD defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official during the RFP or contract execution;
- (ii) "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) "collusive practices" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the RFP, or affect contract execution.

The Bidder hereby certifies that it and its Personnel:

- (a) have not, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices;
- (b) were not convicted during a period of three (3) years prior to the RFP Closing Date, by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption;
- (c) are not under sanction for an offence involving bribery or corruption, imposed by a governmental organization or development organization providing development assistance; and
- (d) were never convicted of an offence, other than an offence for which a pardon has been granted, under Section 121 (Frauds on the government and Contractor subscribing to election fund), Section 124 (Selling or Purchasing Office) or Section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*. For Bidders outside of Canada, the Bidder also certifies that it was never convicted of similar offences in any other jurisdictions.

6. **DEBARMENT**

The Bidder certifies that it, its proposed Personnel or its Contractor(s) is not included in the published list(s) of entities debarred by the World Bank Group, European Bank for Reconstruction and Development, Asian Development Bank or the Inter-American Development Bank Group.

7. LOBBYIST

The Bidder hereby certifies that it has not directly or indirectly paid or agreed to pay and agrees that it will not directly or indirectly pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Canadian *Lobbying Act*.

8. LANGUAGE CAPABILITY

The Bidder certifies that its Personnel have the language capability necessary to satisfy the RFP requirements, as stipulated in Section 4, Terms of Reference.

9. EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the curriculum vitae and supporting material submitted with its Proposal, particularly information that pertains to education achievements, experience and work history, have been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the RFP requirement are capable of satisfactorily providing the Services described in Section 4, Terms of Reference.

10. AVAILABILITY OF RESOURCES

The Bidder certifies that, if it is awarded a Contract as a result of this RFP, the persons proposed in its Proposal will be available to commence performance of the Services as requested by DFATD representatives and at the time specified in this RFP or agreed to with DFATD representatives.

11. CERTIFICATIONS APPLICABLE TO CANADIAN BIDDERS ONLY**11.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

By submitting a Proposal, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a consortium or joint venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://publiservice.gc.ca/services/fcp-pcf/inelig_e.htm) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

DFATD will have the right to declare a Proposal non-responsive if the Bidder, or any Member if the Bidder is a consortium or a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

11.2 FORMER CANADIAN PUBLIC SERVANT CERTIFICATION

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below and certify that it is accurate and complete.

Definitions

For the purposes of this certification,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;

- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Applicable Taxes.

FORM TECH-3

Bidder's Organization

Guidance to Bidders:

The Bidder is requested to provide the following information by filling in the appropriate spaces below. The Bidder must submit TECH-3 in accordance with the paragraph 9.2.

In the case of a consortium or joint venture, each Member must comply with the above requirement.

1. The legal name, mailing address, telephone and fax numbers of the Bidder, including each Member if the Bidder is a consortium or joint venture:
2. The person to contact regarding the Proposal (name, title, telephone and fax numbers, and email address):
3. The person to contact regarding any resulting Contract (name, title, telephone and fax numbers, and email address):
4. Governing law of a Canadian province or territory, if different than Ontario, in accordance with the paragraph 3.2 of the RFP:
5. The Procurement Business Number of the Bidder issued by Public Works and Government Services Canada, including of each Member if the Bidder is a consortium or joint venture:
6. Is the Bidder registered for the Quebec Sales Taxes (QST)

FORM TECH- 4

Bidder's Experience

Guidance to Bidders:

Using the format below, provide information on each project where the Bidder and/ or a Member was carrying out consulting and professional services similar to the ones requested under this RFP.

Name of client/ funding agency:		
Name of contact person:		
Telephone number:		
Project/assignment name:	Recipient Country, if applicable:	
Approximate project/assignment value:	Project location within country:	
Name of Bidder who performed services:	Personnel provided:	
	No. of Personnel:	
	No. of person-days:	
Name of associated firm(s), if any:	No. of person-days provided by associated firm(s):	
Senior/ key Personnel involved and functions performed:		
Bidder's proposed person		
Start date (month/ year):	Completion date (month/ year):	Approx. value of services:
		No of days for the proposed person on this project:
		Fees:
		Reimbursable Expenses:
Detailed narrative description of project/assignment:		
Detailed description of services provided (including the specific roles and responsibilities of the Bidder in the project and his/her contribution to the achievement of the project results):		

FORM TECH-5

Methodology

Guidance to Bidders:

Bidders are required to use the following TECH form(s) as part of their technical proposal:

TECH-5A, Resource Allocation;

FORM TECH-5A**Resource Allocation****TABLE: RESOURCE ALLOCATION**

Name of Proposed Personnel	Position	Personnel Category	Estimated Level of Effort (Day)		
			In Bidder's country	In Recipient Country, if applicable	Total

FORM TECH- 6**Personnel****FORM TECH-6A****Curriculum Vitae for Proposed Personnel**

Proposed position	
Name and citizenship	
Education (degrees received and pertinent dates)	
Present employer and position (if applicable)	
Length of service with current employer and status (permanent, temporary, contract employee, associate, etc.)	
Is/ Will the proposed candidate be a Former Canadian Public Servant in receipt of a government pension and/ or the beneficiary of a buy-out lump sum payment? If yes, provide details. Does/ will the proposed candidate comply with the provisions of the Conflict of Interest provisions contained in TECH-2?	
Language(s) spoken, read and written, and degree of proficiency in each category The following Web site describes the language proficiency levels: http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng	
Personal Security Clearance: date and security certificate number	
Pertinent experience: A summary of the skills and experience in accordance with the rated criteria detailed under Proposed Personnel, in Section 5	
A history of employment and assignments, including dates and duration (in reverse chronological order)	
Working experience in developing countries, including countries, formerly known as countries in transition	
List of publications/ presentations, if applicable	
Membership in Associations	
References (name, title, phone and email)	

FORM TECH- 6B

Commitment to Participate in the Project

Guidance to Bidders:

A copy of this Form is requested to be completed and signed by each proposed candidate who is named in the Proposal and who is not, on the RFP Closing Date, a Bidder's employee. Only the proposed resource is requested to complete and sign this Form as per the "Availability of Resources" Certification of TECH-2.

1. REFERENCE

Project Title	Bidder's name
---------------	---------------

2. GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL

Family name	Given name
Address	
Field of expertise	
Specify (in print or type) the activities and the component of this RFP in which you will participate	
(If the space provided is insufficient, attach the requested information to this declaration)	

3. DECLARATION OF INDIVIDUAL

I certify that I consent to my curriculum vitae being submitted by the Bidder in response to this RFP and that I will be available as required by DFATD to provide the Services under the Contract awarded as a result of this RFP.	
Name (print or type)	
Signature	Date

FORM TECH- 6C Description of Years of Experience

Guidance to Bidders:

The Bidder is requested to complete this TECH to demonstrate the days of experience for the proposed resources.

			PROPOSED RESOURCE: _____		
DATE		LEVEL OF EFFORT (LOE) (Days)	FIELD OF EXPERIENCE: _____		
From: yy-mm	To: yy-mm		Nature of Project/assignment with short description	Title of Position	Client
Total: number of days					

Section 3. Financial Proposal - Standard Forms

FORM FIN-1

TOTAL COST

Guidance to Bidders:

The Bidder must quote its financial proposal in Canadian currency (CAD).

All inclusive firm Fees include salary, benefits (paid and time-off), overhead and profit, excluding Applicable Taxes. The Bidder is requested to show the amount of Applicable Taxes, separately.

FORM FIN-1A

COST OF PERSONNEL

Guidance to Bidders:

Bidder must provide a firm all-inclusive daily Fee for each year **for all positions of Personnel identified by DFATD in the RFP.**

Personnel Resource Name	Personnel Position	Year 1 Firm all-inclusive daily Fees \$	Year 2 Firm all-inclusive daily Fees \$	Year 3 Firm all-inclusive daily Fees \$	Total LOE fixed by DFATD (Days)	Sub-Total Estimated Cost = Average of (year 1, 2 and 3) x Total LOE
	Monitor				120	
Total Cost for FIN-1A (exclusive of any taxes)						\$

**FORM FIN-1B
REIMBURSABLE EXPENSES**

Guidance to Bidders:

The Bidder is requested to include all Reimbursable Expenses related to the project in the table below.

Bidder is to include inflation, if any, in their cost line items.

Indicative Reimbursable Expenses

#	Description	Units	\$, Per Unit	Sub-total, \$
a	Travel and Living Transportation Meals, incidentals and private vehicle Visa costs Accommodation Other			
b	Communication costs			
c	Translation and reproduction costs			
d	Local transportation			
e	Security			
f	Other (specify)			
	Grand Total			

Total of the Financial Proposal = FIN-1A + FIN-1B

Section 4. Terms of Reference

1. OBJECTIVE

The Department of Foreign Affairs, Trade and Development (DFATD) seeks to retain the services of one (1) individual to assess the performance of DFATD's bilateral project *entitled Strengthening Emergency Relief and Disaster Response Capacity of the Afghan Red Crescent Society* (the Project) and to provide technical advice to DFATD and project implementing partners that will help to ensure the effective implementation and achievement of expected project results.

2. STRENGTHENING EMERGENCY RELIEF AND DISASTER RESPONSE CAPACITY OF THE AFGHAN RED CRESCENT SOCIETY PROJECT

2.1. Project Context

Small-scale natural hazards and disasters are endemic to Afghanistan, affecting some 250,000 to 400,000 people annually. Harsh winters, deadly avalanches, earthquakes, landslides, droughts and floods leave nearly half of Afghanistan's districts hazard-prone.

Due to decades of conflict, widespread poverty and dilapidated infrastructure, Afghan communities remain highly vulnerable to even the smallest of natural disasters. Afghanistan has some of the worst humanitarian indicators in the world: 34 percent of the population are food insecure and 10 percent of children die before they start primary school¹. With a vulnerability rating of 76.19%, Afghanistan tops the World Risk Index as one of the five most vulnerable countries to disasters and has the world's second lowest coping capacity (defined as the ability of communities to respond to disaster)². Women and girls remain among the most vulnerable to natural disasters.

The government's ability to respond is limited and hampered by poor capacities within the Afghan National Disaster Management Authority (ANDMA) and security-linked access issues particularly in southern regions.

The lack of effective and efficient response to emergencies has affected women and girls the most. Chronic poverty and acute events coupled with traditional practices hinder their equal access to humanitarian benefits during emergencies. As well, humanitarian crises are a contributing factor to gender-based violence by authority figures involved in distributing humanitarian aid.

With an officially-recognised disaster-response role, a presence throughout all regions, a community and volunteer capacity-building approach, and established neutrality, the Afghan Red Crescent Society (ARCS) is uniquely situated to provide nation-wide in-country disaster response support, including in conflict zones, but lacks up-to-date materials and trained human resources as well as comprehensive critical disaster response tools (e.g. policies, standard operating procedures, disaster-response plans, gender strategy). With deteriorating security conditions for international agencies and staff, ARCS will likely be the agency best placed to access most isolated regions post-2014. ARCS's role and responsibilities are part of the Afghan National Disaster Management Plan.

¹ Humanitarian Coordinator for Afghanistan in Bleak 2013 Humanitarian Outlook for Afghanistan, IRIN News, 2 January 2013

² UN University, World Risk Report 2012: <http://ehs.unu.edu/file/get/10487.pdf>

2.2. Project Description

The Strengthening Emergency Relief and Disaster Response Capacity of the Afghan Red Crescent Society project is valued at \$15 million over four years. It began in April 2013—with the first year focussed on project planning and baseline assessments—and is expected to end in March 2017. The project aims to strengthen ARCS's disaster management capacity, including disaster preparedness and disaster response, for the provision of emergency humanitarian assistance across Afghanistan. Based on the ARCS Strategic Plan 2012-2015, it will build ARCS's institutional capacity at the national headquarters and in seven regional and, to a lesser extent, 34 branch offices. The capacity of disaster management staff, systems and structures will be built, enabling ARCS to deliver accountable, efficient and effective relief and response operations. In doing so it will improve gender targeting in the delivery of assistance and expand ARCS's Disaster Response Units (7) and emergency-response Mobile Health Teams (10) coupled with organizational development and capacity building to support these components. Further, it will enhance ARCS's cooperation with the Afghan National Disaster Management Authority (ANDMA) thereby helping to improve national emergency response capacity.

The project is implemented by the Canadian Red Cross Society (CRCS) in collaboration with the International Federation of Red Cross and Red Crescent Societies (IFRC).

2.2.1. Expected Results and Activities

The expected ultimate outcome of this project is improved support by the ARCS to Afghan women, men and children affected by man-made and natural disasters. The expected intermediate results for this project are as follows:

- ❖ Improved ability of the ARCS to manage disaster responses through improved systems and enhanced knowledge and skills.
- ❖ Improved capacity of the ARCS Health Care Department to deliver and manage disaster response services for health, including mobile, on-site disaster response services for women, men and children.
- ❖ Improved ARCS organizational capacity, specifically in the area of Project Management, Evaluation and Reporting, to support effective disaster management services.

Project activities contributing to these expected results are outlined below.

Improved ability of the ARCS to manage disaster responses through improved systems and enhanced knowledge and skills – Project activities include:

- ❖ Developing/updating foundational documents such as ARCS' national Disaster Management strategy, policies, standard operating procedures and tools;
- ❖ Including gender accessibility approaches in all strategic documents and Standard Operating Procedures (SOPs) to ensure women and girls are targeted without generating public or cultural resistance;
- ❖ Reinforcing collaboration within ARCS, and with the Afghan National Disaster Management Authority and other partners;
- ❖ Establishing a Disaster Management Information System compatible with Afghan National Disaster Management Authority and IFRC systems;
- ❖ Establishing a national ARCS communications network for early warning and early response;
- ❖ Upgrading and equipping regional and provincial branch offices with key hardware components and assets;

- ❖ Upgrading the existing Emergency Operations Centre and linking it with the Afghan National Disaster Management Authority's National Operations Centre and regional offices;
- ❖ Establishing Disaster Response Units (seven), to be mobilized at short notice in a disaster-affected area to conduct needs assessments and deliver assistance;
- ❖ Providing training in above areas, including gender sensitization training, for staff and volunteers at HQ and regions; and
- ❖ Providing a one-time top-up of non-perishable emergency relief stocks in three regional warehouses to ensure stocks are available where needed and when needed.

Improved capacity of the ARCS Health Care Department to deliver and manage disaster response services for health, including mobile, on-site disaster response services for women, men and children – Project activities include:

- ❖ Reviewing/updating ARCS' national health Disaster Management strategy, policies, standard operating procedures and contingency plans (e.g. contingency plans for cholera, pandemic planning);
- ❖ Establishing emergency response Mobile Health Teams (up to ten) in disaster-prone locations nationally;
- ❖ Providing emergency water and sanitation equipment (one per Mobile Health Team), and pre-positioned three-month water treatment units in flood and cholera-prone regions; and
- ❖ Providing training in above areas for staff and volunteers at HQ and regions

Improved ARCS organizational capacity, specifically in the area of Project Management, Evaluation and Reporting, to support effective disaster management services – Project activities include:

- ❖ Reviewing and updating the Afghan National Disaster Management Authority's Project Management, Evaluation and Reporting Strategy, Standard Operating Procedures, procedures, policies, systems and tools;
- ❖ Reviewing and updating ARCS Organizational Development strategy, policies and systems;
- ❖ Improving its volunteer programs, and creating a well-defined and unified volunteer management system; and
- ❖ Providing training in above areas for relevant ARCS departments, including International Response, Project Management, Evaluation and Reporting, organizational development, Health and Volunteer Management.

2.2.2. Beneficiaries

ARCS is the primary beneficiary of the project. ARCS's institutional capacity, specifically its disaster management response staff, systems and structures, will be strengthened; Disaster Response Units and emergency-response Mobile Health Team programs will be expanded; and organizational development in areas such as project management, evaluation and reporting, information technology and international relations will be undertaken. Since ARCS is expected to respond to numerous emergencies and disasters, the end beneficiaries are the Afghan people, particularly those men, women and children living in disaster-prone areas, estimated at 250,000 to 400,000 annually, who will benefit from ARCS's improved capacity to support and enhance national disaster management responses in collaboration with the Afghan National Disaster Management Authority.

Other donor partners provide complementary capacity building support to ARCS and ANDMA (e.g. Italy supports the strengthening of ARCS' drought operations).

2.2.3. Cross-Cutting Themes

The project has three cross-cutting themes that support a strong disaster management program: gender equality, beneficiary communications and accountability, and safer access. These cross-cutting themes will be considered and incorporated in foundational documents and tools and their application in a disaster management response will be assessed as part of the ARCS assessments.

Additionally, it is envisioned that a Gender Advisor will support the integration of gender equality throughout project activities, plans, policies and tool development and support the management of the project. Many of the gender related activities will be undertaken as part of larger project activities, however specific gender related activities (including budget allocations) have been included within the project. An ARCS Gender Manager and key (male and female) gender focal points have been identified; and ARCS has planned a gender assessment of the organization to identify bottlenecks and opportunities. Information from this assessment will inform relevant components of the project.

2.2.4. Project Governance, Management and Stakeholders

- i. *Steering Committee:* A project Steering Committee is responsible for making broad decisions on project-related matters that are essential for obtaining the foreseen chain of results. This includes the review and approval of annual work plans, annual budgets, risk monitoring, schedule of activities, any changes or adjustments to the Project Implementation Plan (PIP) components and the approval of project related policies and proposed allocation/reallocation of resources. Meetings will be held on an annual basis to review project achievements and approve Annual Workplans, or as required. Membership includes senior management representatives and DFATD.
- ii. *Project Management Team:* The management strategy uses a consultative and participatory process in which all partners have equal authority over planning and decision-making. However, the three partners have specific roles and responsibilities within the project:
 - a. **The ARCS** will be the lead organization for the project, in the planning, implementation and monitoring of project activities.
 - b. **IFRC Afghanistan** delegation will provide support to ARCS in the project implementation which includes a whole delegation approach. The IFRC South Asia Regional Delegation and the Asia Pacific Zone will provide technical expertise through regionally-based delegates and provide overall program guidelines, management and reporting structure.
 - c. **The Canadian Red Cross** will provide program-management oversight, monitoring and evaluation and technical support through a Canadian Red Cross Society deployed Project Coordinator and Compliance Delegate and by regular visits from program staff (based in Ottawa and the region) and technical advisors.

A project management team comprised of the project focal points from each of the partners will oversee the day-to-day implementation, preparation of all program management documents and provide recommendations for approval by the Project Steering Committee for decision making on project-related matters that are essential for obtaining the foreseen chain of results.

- iii. *Stakeholder Committee:* Given the holistic framework of this project and the necessity for coordination and synergy with other capacity development projects

within the ARCS, key stakeholders (e.g. project management team, ARCS Departments, ICRC, and Movement members working on non-project activities that have implications for disaster management response, the Afghan National Disaster Management Authority, Ministry of Public Health), will be invited to join a Stakeholder Committee.

2.2.5. Project Risks

The primary risk associated with this project relates to Afghanistan's difficult operating environment, in particular the very real possibility that the Afghan context will worsen or a major disaster could impede project activities. The project was designed with this operating environment in mind. ARCS disaster response was integrated into the project design (through contingency planning and as hands-on learning opportunities). Although some localised disruptions can be expected, ARCS operations compared to IFRC operations are less likely to be disrupted as expat staff are already operating under stringent security constraints. An escalation would result in evacuation and the need for ARCS emergency interventions, however, project activities would be able to continue albeit on a revised schedule. There is also a risk that cultural issues will impact gender equality efforts. The means to address gender constraints were built into the project's design.

3. SPECIFIC ASSIGNMENT OF THE CONSULTANT

3.1. Duration

The services of the Project Monitor are required from the signing of the contract and will remain in effect for the remaining three (3) years of the Project.

3.2. Description of Services

The Project Monitor must perform, inter alia, the following:

- i. Becoming familiar with key documents related to the project, including but not limited to approval documentation; risk register; results-based management documents (Logic Model, Performance Measurement Framework); contribution agreement with the Canadian Executing Agency (CEA), the Canadian Red Cross Society (CRCS); project implementation plan; baseline studies; annual work plans, project gantt chart, financial and narrative reports; Afghanistan bilateral program strategy and sector strategy for Linking Relief and Recovery to Development (LRRD)³; policies, plans and strategies of Afghanistan related to the project; and LRRD/capacity building programming of other donor partners.
- ii. Collecting relevant data from project beneficiaries and stakeholders in order to triangulate / validate results and other findings included in project reports.
- iii. Assessing and analysing documents produced by the CEA and other project stakeholders/partners against activities on ground to determine the project's performance (e.g. annual work plans, financial and narrative reports).
- iv. Using the Performance Measurement Framework to monitor the performance of the project and propose adjustments to DFATD, if required.
- v. Providing technical advice related to institutional strengthening, capacity building and other technical areas.
- vi. Identifying problems and constraints hampering the effective implementation, management and internal monitoring of the project and providing recommendations for improvement.

³ LRRD refers to programming that bridges the gap between short-term humanitarian assistance and longer-term sustainable development.

- vii. Identifying lessons learned that can be used during the course of project implementation and in other DFATD humanitarian assistance and LRRD programming.
- viii. Advising and supporting DFATD in the preparation and updating of relevant project documents and in preparation for Project Steering Committee meetings.
- ix. Monitoring the coordination of the project with other relevant actors in the country, and identifying opportunities for harmonization as well as areas of potential duplication.
- x. Assessing the environment or context within which the project works, including other LRRD/capacity building projects and keeping DFATD abreast of actual and potential opportunities for improvement.
- xi. Attending ad hoc meetings in the field and Canada as requested by DFATD and/or CRCS (e.g. Stakeholder Committee meetings, technical support meetings, meetings of sub-committees or technical working groups).
- xii. Monitoring the integration of crosscutting themes in the project, and providing recommendations to ensure the effective integration of these themes in the delivery of the project.
- xiii. As requested by DFATD, providing ad hoc technical advisory services related to the project or DFATD's LRRD programming in Afghanistan more broadly (e.g. thematic analysis on issues of interest to the Afghanistan bilateral program, recommendations for new complementary LRRD programming opportunities).

3.3. Deliverables and Target Dates

The Consultant must produce the following reports and deliverables in English, for submission to the designated DFATD Project Team Leader (PTL) in electronic format (Microsoft word or pdf):

Deliverables	Content Requirements	Timeline
Project Monitoring Workplan	The Project Monitoring Workplan will cover the entire assignment period and will specify monitoring methodology, roles and responsibilities, timing of planned trips to the field, overall estimated level of effort and budget, and expected results. It will be updated as needed. No work shall commence until the DFATD PTL approves the Project Monitoring Workplan.	Two weeks from contract signature
Mission Plans	Mission Plans will specify monitoring objectives, monitoring issues to be explored, methodology, draft itinerary, monitoring deliverables, estimated budget and level of effort.	Three weeks prior to departure (first draft) and two weeks prior to departure for final plans
Monitoring Reports	Monitoring reports will describe monitoring findings, progress towards expected outcomes, monitoring recommendations to improve performance (including management issues, operational issues, monitoring and evaluation issues, project issues, communication issues, donor issues), lessons learned, and cost incurred.	Two weeks after mission
Written feedback on Project reports	Written feedback on reports, including but not limited to annual work plans, financial and narrative reports, assessment of the project's performance against activities on the ground, recommendations to improve performance and proposed items for follow-up by DFATD.	One week from submission of reports
Verbal	Verbal debriefs on mission findings will be given to DFATD and	As requested

debriefs	CRCS at HQ or in the field, as requested.	
End of contract report	The final report will summarize the overall performance of the project, document lessons learned and make recommendations for future DFATD support in area of LRRD.	One (1) month before end of contract
Ad hoc advisory services	Details of the related tasks and deliverables will be provided by DFATD and agreed to by DFATD and the Consultant in writing.	As requested

DFATD will have ten (10) working days to either accept deliverables or to request modifications through an e-mail notice. The Consultant will then have five (5) working days to provide an updated deliverable for DFATD's approval. DFATD will share deliverables with the CRCS for their review and input and where relevant, will provide consolidated feedback to the Consultant.

3.4. Estimated Level of Effort

The total level of effort is 120 days, broken down as follows:

- ▲ Prepare Project Monitoring Workplan, with upfront review of key project documents 5 days
- ▲ Review Project AWP, semi-annual/annual reports, etc. and provide written feedback 15 days
- ▲ Prepare Mission Plans (4) 8 days
- ▲ Prepare Mission Monitoring Reports (4) 12 days
- ▲ Monitoring missions (4 @ 18 days) 72 days
- ▲ Prepare final Report 3 days
- ▲ Carry out all other ad hoc tasks (e.g. verbal debriefs, sector assessments) 5 days

Note: The level of effort specified above for preparation of reports incorporates time for revisions to the documents as requested by DFATD.

4. LANGUAGE REQUIREMENTS

The Project Monitor must have at a minimum the following level of proficiency in English (as described at http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx):

- Oral: Advances Professional Proficiency (4)
- Reading: Advances Professional Proficiency (4)
- Writing: Advances Professional Proficiency (4)

5. ROLES AND RESPONSIBILITIES

5.1. The Consultant

The Consultant will be responsible for delivering the services and deliverables described in section 3 of these Terms of Reference, according to timelines, expected results and performance indicators established by DFATD.

The Consultant will work in a collaborative manner with project partners and stakeholders and with DFATD's Humanitarian Assistance Team Lead and Humanitarian Assistance Advisor/Monitor in Kabul to provide timely and constructive feedback to all parties. However, he/she will report directly to the PTL.

With the exception of travel, the Consultant will carry out the assignment from the Consultant's own place of business.

5.2. DFATD

DFATD will:

- ⤴ Communicate and disseminate to the Consultant key documents related to the project and DFATD policies, programming approaches and processes, regulatory or reporting requirements, recipient country policies, strategies and plans;
- ⤴ Approve all services and deliverables, including missions to the field and to DFATD offices, and request modifications to deliverables as required;
- ⤴ Periodically review the performance of the Consultant for technical quality assurance purposes.

6. TRAVEL

The Consultant will travel to Afghanistan to conduct monitoring missions. The Consultant may also travel to DFATD Headquarter offices to meet with the Program team, on an as-required basis.

During monitoring missions to the field, the Consultant will be required to travel to locations throughout Afghanistan, where partners are implementing project activities.

It is estimated that the Consultant will conduct one (1) monitoring missions of 18 days each (including travel) to Afghanistan every year. One (1) additional monitoring mission may be undertaken at a time to be determined.

All travel to the field must be pre-approved by the PTL through the approval of a Mission Plan.

7. CONSTRAINTS

The Consultant will not benefit from any support from Canadian Forces or from other Western military forces during field missions in Afghanistan or elsewhere.

It will be the Consultant's responsibility to make the proper logistical arrangements (e.g. security, local transports, accommodation) that he/she deems necessary to fulfill the monitoring mandate.

Additionally, it will be the Consultant's responsibility to make the proper security arrangements in accordance with Afghan laws (e.g. the 2010 Presidential Decree 62 ordering the disbandment of private security companies in Afghanistan). To that extent, close coordination with the Canadian Embassy in Kabul and implementing partners in the field will be key to ensure sound and cost-effective planning and execution of monitoring missions.

8. ENVIRONMENTAL ASSESSMENT

In line with DFATD's environment policy, the Consultant must explicitly and systematically integrate environmental considerations at all stages of activities, where relevant.

In its reporting, the Consultant will report on the application of the above provisions.

Section 5. Evaluation Criteria

INTERPRETATION

The following definitions apply in this Evaluation Grid:

- ▲ **"Project"** means the Strengthening Emergency Relief and Response Capacity of the Afghan Red Crescent Society Project.
- ▲ **"international development"** is defined as having the objective of promoting sustainable development in developing countries in order to reduce poverty and contribute to a more secure, equitable and prosperous world.
- ▲ **"organizational capacity development project"** is defined as one that: a) aims to strengthen internal organizational structures, systems and processes, management, leadership, governance and overall staff capacity to enhance organizational, team and individual performance; b) supports an organization (civil society or developing country government) whose work advances development or addresses humanitarian needs; and c) is funded by a donor country, a private foundation, an international development organization, or a non-governmental organization.
- ▲ **"humanitarian assistance"** is defined as aid and action designed to save lives, alleviate suffering and maintain and protect human dignity during and in the aftermath of emergencies.
- ▲ **"disaster management"** is defined as aid or action that aims to address all aspects of emergencies, including prevention and preparedness (e.g. disaster risk reduction, early warning systems, contingency stocks and planning), response and recovery activities.
- ▲ **"field experience"** is defined as a mission lasting for seven (7) consecutive days or more.
- ▲ **"At least"** or **"minimum"** represent the minimal expectations of a requirement. No points will be given if the minimal expectation is not demonstrated.
- ▲ **"Monitoring assignment"** is defined as the regular and systematic observation of a development assistance or humanitarian assistance project or program, with the aim of improving project/program performance. It must be a specific monitoring mandate; not monitoring undertaken in the context of general project management responsibilities.

GUIDANCE TO BIDDERS

Developing countries are listed at the following website:

<http://www.oecd.org/development/stats/daclistofodarecipients.htm>.

Conflict-affected and fragile states are those states listed in the OECD's Fragile States Report 2014, which can be found at the following website: <http://www.oecd.org/dac/incaf/>

If more projects/assignments are included in the Proposal than the number stipulated in the criteria, DFATD will only consider the specified number in order of presentation.

Only one (1) individual is to be proposed by the Bidder. If more than one individual is proposed, DFATD will consider only the first one in its evaluation.

MANDATORY EVALUATION CRITERIA

Instructions to Bidders:

The Bidder should provide a Curriculum Vitae (CV) in Form TECH-6A (maximum 5 pages) and provide the TECH-6C form (maximum 5 pages) for the Proposed Individual for the work assignment. The Forms TECH-6A and TECH-6C must include the required information which indicates clearly that the proposed individual meets each of the two (2) mandatory evaluation criteria.

Note: If the Bidder does not meet ALL of the mandatory criteria its proposal will automatically be rejected, and the technical component of the proposal will NOT be evaluated.

M1. EXPERIENCE	MET	Not Met
M1.1 The proposed individual must have completed a minimum of two (2) monitoring assignments for international development or humanitarian assistance projects since June 2004.		
M1.2 The proposed individual must have a minimum of 80 days of working experience in the area of organizational capacity development since June 2009. Of those 80 days, a minimum of 20 days must be comprised of field experience in a developing country.		

TECHNICAL COMPONENT - RATED EVALUATION CRITERIA	Score
<p>REQUIREMENT 1: EDUCATION (maximum 16 points) The Curriculum Vitae (CV) in Form TECH-6A for the Proposed Individual will be used to assess Requirement 1.</p> <p>Highest level of education completed from a recognized educational institution in social sciences, international development, organizational development, adult education/training, political science or public administration (maximum of 16 points).</p> <ul style="list-style-type: none"> • Bachelor's degree (8 points) • Master's degree or higher (16 points) 	/ 16
<p>REQUIREMENT 2: EXPERIENCE IN ORGANIZATIONAL CAPACITY DEVELOPMENT (maximum 142 total points)</p>	/ 142
<p>R2.1 Scope of Experience The bidder is requested to use TECH-6C to include the required information and to clearly respond to Requirements R2.1.</p> <p>The Bidder should demonstrate that the proposed individual has at least 80 days of work experience, preferably 340 days, in the area of organizational capacity development since June 2004 (maximum 60 points).</p> <ul style="list-style-type: none"> ▲ 0 to less than 80 days (0 point) ▲ 80 days to less than 160 days (20 points) ▲ 160 days to less than 220 days (30 points) ▲ 220 days to less than 280 days (40 points) ▲ 280 days to 340 days (50 points) ▲ 340 days or more (60 points) 	/ 60
<p>The bidder is requested to use TECH-6A to include the required information and to clearly respond to Requirements R2.2 and R.2.3.</p> <p>R2.2 Expertise in Organizational Capacity Development The Bidder should demonstrate that the proposed individual has provided at least two (2), preferably six (6), of the following categories of technical services in the areas of organizational capacity development since June 2004 (maximum 62 points):</p> <ol style="list-style-type: none"> 1. Sector analysis 2. Project planning 3. Project management 4. Technical advice/reporting 5. Training 	/ 62

<p>6. Organizational assessments / capacity building plans</p> <p><i>Notes:</i> The same assignment can be used for more than one (1) category of services. An assignment may consist of a particular mandate executed within the scope of a permanent/long-term job/position.</p> <ul style="list-style-type: none"> ▲ One (1) category (0 point) ▲ Two (2) categories (10 points) ▲ Three (3) categories (20 points) ▲ Four (4) categories (30 points) ▲ Five (5) categories (40 points) ▲ Six (6) categories (50 points) <p><i>Note:</i> Points will be awarded where technical services have been provided in the context of a humanitarian assistance or disaster management project (2 points per category)</p>		
<p>R2.3 Experience in the Islamic Republic of Afghanistan or another fragile/conflict-affected state (maximum 20 points)</p> <p>The Bidder should demonstrate that the proposed individual has undertaken at least one (1) assignment in the Islamic Republic of Afghanistan or another fragile/conflict-affected state in an area of expertise listed in R2.2 above, including field experience, since June 2004.</p> <ul style="list-style-type: none"> ▲ One (1) assignment (10 points) ▲ Two (2) assignments (15 points) ▲ Three (3) assignments or more (20 points) 	/ 20	
<p>REQUIREMENT 3: EXPERIENCE MONITORING INTERNATIONAL DEVELOPMENT / HUMANITARIAN ASSISTANCE PROJECTS (maximum 132 points)</p> <p>Using Form TECH-4 (maximum 3 pages per assignment) the Bidder should provide a description of two (2) assignments performed by the proposed individual, similar in scope and complexity to this assignment, demonstrating his or her roles and responsibilities while monitoring an international development or humanitarian assistance/disaster management project. Points will only be awarded for this requirement if the project took place in a developing country. The value of the project monitored by the proposed individual Should not be less than \$500,000. The assignment should be at least 50% completed at the time of application otherwise the experience will be considered ineligible (maximum of 132 total points).</p>	/ 132	
	Assign.1	Assign.2
<p>R3.1 Project value (maximum 20 points)</p> <ul style="list-style-type: none"> ▲ Less than \$500K (0 point) ▲ Between \$500K and \$2M (5 points) ▲ Between \$2M and \$5M (7 points) ▲ \$5M or more (10 points) 	/10	/10
<p>R3.2 Assignment level of effort (maximum 20 points)</p> <ul style="list-style-type: none"> ▲ Less than 20 days (0 point) ▲ 20 to less than 50 days (3 points) ▲ 50 to less than 100 days (5 points) ▲ 100 to less than 120 days (7 points) ▲ 120 days or more (10 points) 	/10	/10

<p>R3.3 Roles and responsibilities held by the proposed individual (maximum 30 points)</p> <ul style="list-style-type: none"> ▲ Played a supportive role (5 points) ▲ Responsible for one component or one level of the monitoring assignment (10 points) ▲ Lead Monitor (15 points) 	/15	/10
<p>R3.4 Project location (maximum 24 points)</p> <ul style="list-style-type: none"> ▲ Fragile/Conflict-Affected State (8 points) ▲ Islamic Republic of Afghanistan (12 points) 	/12	/12
<p>R3.5 Assignment Type (maximum 38 points)</p> <ul style="list-style-type: none"> ▲ Monitoring of a humanitarian assistance or disaster management project (6 points) ▲ Monitoring of an organizational capacity building project (3 points) ▲ Monitoring of a project using results based management (2 points) ▲ Monitoring of gender equality and related indicators/results (2 points) ▲ Monitoring in partnership with a local monitor (2 points) ▲ Monitoring of a DFATD (or former CIDA) funded project (2 points) ▲ Monitoring assignment required working and communicating with multiple stakeholders in a complex cultural, religious or social context (2 points) 	/19	/19
<p>REQUIREMENT 4: PROPOSED METHODOLOGY The Bidder should describe the proposed approach for monitoring and providing expert advice on the Project (narrative description, 5 pages total for Sub-Requirements 4.1-4.3) (maximum 60 total points)</p>	/60	
<p>R4.1 Proposed strategy for monitoring the integration of gender equality in project activities and outcomes and the application of a gender responsive approach through its implementation (maximum 20 points) The bidder should identify and describe the proposed methodology to be used by the proposed individual in the course of the assignment to assess the integration of (or to integrate) the promotion of gender equality in the project in order to improve project performance.</p> <p>Scoring: Points will be awarded based on the number and type of relevant approaches/tools/activities proposed (4 points for each relevant element up to a maximum of 20 points).</p>	/20	
<p>R4.2 Proposed methodology for applying results based management (RBM) in the monitoring of the project (maximum 20 points) The bidder should identify and describe the proposed methodology to be used by the proposed individual in the course of the assignment to collect and analyze data and to apply results-based management approaches/tools, in order to provide advice on how to improve project performance.</p> <p>Scoring: Points will be awarded based on the number and type of relevant approaches/tools/activities proposed (4 points for each relevant element up to a maximum of 20 points).</p>	/20	

<p>R.4.3 Strategy for providing strategic advice and guidance to DFATD related to organizational capacity development (maximum 20 points)</p> <p>The bidder should identify and describe the proposed methodology to be used by the proposed individual in the course of the assignment to provide strategic advice and guidance to DFATD on how to improve project performance.</p> <p>Scoring: Points will be awarded based on the number and type of relevant approaches/tools/activities proposed (4 points for each relevant element up to a maximum of 20 points).</p>	/20
Total Technical Component	350
Passing Mark (60%)	210

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

**Consulting and
Professional Services**

Time-Based Contract

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CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES

between

Department of Foreign Affairs, Trade and Development
[DFATD]

and

[Name of the Consultant]

[Address of the Consultant]

in relation to

Project Monitor for the Strengthening Emergency Relief and Disaster Response Capacity of the Afghan Red Crescent Society (ARCS) Project

A. Contract

TIME-BASED

This CONTRACT (referred to as the “Contract”) is signed, the *[day]* day of the month of *[month]*, between, Her Majesty the Queen in right of Canada represented by the Minister for International Development acting through the Department of Foreign Affairs, Trade and Development (collectively referred to as “DFATD”) and, *[name of Consultant]* (referred to as the “Consultant”).

OR

This CONTRACT (referred to as the “Contract”) is signed, the *[day]* day of the month of *[month]*, between, Her Majesty the Queen in right of Canada represented by the Minister for International Development acting through the Department of Foreign Affairs, Trade and Development (collectively referred to as “DFATD”) and, a joint venture or consortium consisting of the following persons or entities, each of which will be jointly and severally liable to DFATD for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (referred to as the “Consultant”).

The following form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Annexes:

Annex A: Basis of Payment
Annex B: Terms of Reference

I. General Conditions (GC) of Contract

1 General Provisions

1.1

Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meaning:

- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b) **“Approved Financial Institution”** means :
 - (i) any corporation or institution that is a member of the Canadian Payments Association;
 - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
 - (iii) a credit union as defined in paragraph 137 (6) b) of the Canadian Income Tax Act;
 - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - (v) the Canada Post Corporation.
- (c) **“Canada”** means Her Majesty the Queen in right of Canada as represented by the Minister for International Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister for International Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
- (d) **“Consultant”** means the person or entity or in the case of a consortium or joint venture, the Member whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
- (e) **“Contract”** means the written agreement between the Parties, which includes these GCs, and SCs, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (f) **“Contracting Authority”** means the DFATD Representative responsible for the administration of the Contract. The Contracting Authority is the only authority to sign contract amendments. The Contracting Authority for this Contract is specified in the SC.
- (g) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific Services that the Consultant is required to provide under the Contract. Contractor is not part of the Personnel.
- (h) **“Day”** means calendar day, unless otherwise specified.
- (i) **“DFATD Representative”** means an officer or employee of DFATD who is designated to

perform the DFATD representative functions under the Contract.

- (j) **“Fees”** means an all-inclusive firm rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (k) **“GC”** means these General Conditions of Contract.
- (l) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver **General** for Canada:
 - (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
 - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
 - (iii) up to a maximum dollar amount specified; and
 - (iv) on sight, on first request by DFATD to the bank and without question.
- (m) **“Licensed professional”** is an individual who is licensed by an authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other similar profession.
- (n) **“Local Support Staff”** means, unless otherwise specified in the SC, the following positions in the Recipient Country:
 - (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard;
 - (iv) Gardener.
- (o) **“Member”** means any of the persons or entities that make up a consortium or joint venture; and **“Members”** means all these persons or entities.
- (p) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to the Contract. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (q) **“Minister”** means the Minister for International Development and includes the Minister's successors, deputies and any lawfully authorized officers representing the Minister for the purpose of this Contract.
- (r) **“National Joint Council Travel Directive and Special Travel Authorities”** mean the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (s) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (t) **“Personnel”** means an employee and/or Sub-consultant of the Consultant (except

Local Support Staff) assigned to perform professional, technical and/or administrative services under the Contract.

- (u) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
 - (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
 - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
 - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
 - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
 - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (v) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the SC.
- (w) **“Reimbursable Expenses”** means the out-of-pocket expenses, which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (x) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (y) **“Services”**, unless otherwise expressed in the Contract, means everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Annex B, Terms of Reference, to the Contract.
- (z) **“Sub-consultant”** means a person or entity or entities contracted by the Consultant to perform specific services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-consultant is part of the Personnel.
- (aa) **“Technical Authority”** means the DFATD Representative responsible for all matters concerning the technical requirement under the Contract. The Technical Authority for this Contract is specified in the SC.
- (bb) **“Terms of Reference”** means the document included as Annex B, Terms of Reference.
- (cc) **“Third Party”** means any person or entity other than DFATD and the Consultant.
- (dd) **“Travel Status”** means travel approved in writing by the Technical Authority directly related to the Services.

- 1.2 Relationship Between the Parties**
- 1.2.1 This is a Contract for the performance of Services for the benefit of the Recipient Country. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between DFATD and the Consultant. The Consultant is engaged by DFATD under the Contract as an independent Consultant for the sole purpose of providing the Services for the benefit of the Recipient Country. The Consultant, its Personnel, Contractors and Local Support Staff are not engaged under the Contract as employees, servants, partners or agents of DFATD and must not represent themselves as an agent or representative of DFATD or anyone. The Consultant is solely responsible for any and all payments, deductions, and/or remittances required by law in relation to its Personnel, Contractors and Local Support Staff.
- 1.3 Law Governing the Contract, permits, licenses, etc.**
- 1.3.1 The Contract must be interpreted and governed and the relations between the Parties determined by the laws in force in the Canadian province specified in the SC. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 1.3.2 The Consultant must obtain and maintain at its own cost all permits, license regulatory approvals and certificates required to perform the Services. If requested by the Contracting Authority, the Consultant must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.
- 1.4 Headings**
- 1.4.1 The headings will not limit, alter or affect the meaning of this Contract.
- 1.5 Priority of Documents**
- 1.5.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list.
- (a) Special Conditions of Contract (SC);
 - (b) General Conditions of Contract (GC);
 - (c) Annex A: Basis of Payment;
 - (d) Annex B: Terms of Reference;
 - (e) Annex C: Security Requirements Check List (if applicable); and
 - (f) The Consultant's Proposal.
- 1.6 Notices**
- 1.6.1 Where in the Contract any notice, request, direction or other communication is required to be given or made by either Party, it will be in writing and is effective if delivered in person, by courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be addressed to the Party for whom it is intended at the address specified in the SC. Any notice will be effective on the day it is received at that address. The address of either Party may be changed by notice in the manner set out in this GC.
- 1.7 Location**
- 1.7.1 The Services will be performed at such locations as are specified in Annex B, Terms of Reference, and, where the location of a particular task is not so specified, at such locations as DFATD may specify and/or approve.
- 1.8 Authority of Member in Charge**
- 1.8.1 If the Consultant consists of a consortium or joint venture, the Members authorize the entity specified in the SC (i.e. the Member in charge) to act on their behalf in exercising all the Consultant's rights and obligations towards DFATD under this Contract, including without limitation, the receiving of instructions and payments from DFATD.
- 1.9**
- 1.9.1 Only the Contracting and Technical Authorities specified in the SC are authorized to

- DFATD Authorities** take any action or execute any documents on behalf of DFATD under this Contract.
- 1.10 Successors and Assigns** 1.10.1 The Contract will ensure to the benefit of and be binding upon the Parties and their lawful heirs, executors, administrators, successors and permitted assigns.
- 1.11 Certifications provided in the Proposal**
- 1.11.1 Ongoing compliance with the certifications provided by the Consultant in its proposal is a condition of the Contract and subject to verification by DFATD during the entire period of Contract.
- 1.11.2 If the Consultant does not comply with any certification included in its proposal, or if it is found that the Consultant has omitted to declare, prior to entering into this Contract or during the period of Contract, any conviction or sanction, or if it is determined that any certification made by the Consultant in its Proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to the GC 2.8, to terminate the Contract.
- 1.11.3 Unless otherwise indicated in the SC, the Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Human Resources and Skills Development Canada (HRSDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "Federal Contractors Program Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Consultant in default as per the terms of the Contract.
- 1.12 Conflict of Interest**
- 1.12.1 Given the nature of the work to be performed under this Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the Consultant acknowledges that it will not be eligible to bid, either as a Consultant or as a Sub-consultant or Contractor (including as an individual resource) or to assist any Third Party in bidding on any requirement relating to the work performed by the Consultant under this Contract. DFATD may reject any future proposal for which the Consultant would be the Bidder or may be otherwise involved in the proposal, either as a Sub-consultant or a Contractor, as an individual resource, or as someone (either itself or its employees) who may have advised or otherwise provided assistance to the Bidder.
- 1.12.2 The Consultant acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c.9, s.2), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.
- 1.12.3 The Consultant declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person with a view of influencing the entry into the Contract or the administration of the Contract.
- 1.12.4 The Consultant must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Consultant must have no financial interest in the business of a Third Party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Consultant must immediately declare it to the Contracting

Authority.

1.12.5 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event that the Consultant becomes aware of any matter that causes or is likely to cause a conflict in relation to the Consultant's performance under the Contract, the Consultant must immediately disclose such matter to the Contracting Authority in writing.

1.12.6 If the Contracting Authority is of the opinion that a conflict exists as a result of the Consultant's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Consultant to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Consultant, its Personnel, or Sub-consultants, which may or may appear to impair the ability of the Consultant to perform the Services diligently and independently.

1.13
**Translation of
Documenta-
tion**

1.13.1 The Consultant agrees that DFATD may translate in the other official language any documentation delivered to DFATD by the Consultant that does not belong to DFATD under the GC 3.7 and 3.8. The Consultant acknowledges that DFATD owns the translation and that it is under no obligation to provide any translation to the Consultant. DFATD agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. DFATD acknowledges that the Consultant is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.14
Severability

1.14.1 If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2 Commencement, Completion, Modification and Termination of Contract

2.1
**Effective date of
Contract**

2.1.1 The effective date of this Contract is the most recent date upon which the Contract was executed on behalf of DFATD and the Consultant.

2.2
**Period of
Contract**

2.2.1 The period of Contract is established in the SC.

2.3
**Amendment
and Waiver**

2.3.1 Any changes to the Services will only be valid if effected by means of a written amendment to the Contract executed by the Parties on a document entitled "Amendment".

2.3.2 A waiver of any condition or right of the Contract by a Party is only valid if it is made in writing by the Contracting Authority or by a duly authorized representative of the Consultant.

2.3.3 A waiver of any condition or right of the Contract will not prevent a Party from

enforcing that right or condition in the case of a subsequent breach.

2.4

Contract Approvals

2.4.1 Acceptance of Deliverables

The Consultant will provide the Technical Authority with deliverables detailed in Annex B, Terms of Reference, for approval within the established timeframe.

2.4.2 Delays Related to Approval

- (a) The Technical Authority may request modifications to the deliverables through a notice as described in the GC 1.6.
- (b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within the timeframe specified in the SC.

2.4.3 Replacement of Personnel by an Individual with Equivalent Qualifications

Where the Consultant proposes to replace any member of the Consultant's Personnel assigned to an existing position(s) with a substitute with equivalent or better qualifications and experience in accordance with the GC 4.4, the change must be approved by the Technical Authority. In such case, Fees related to the position remain unchanged.

The approval of replacement of Personnel for existing position(s) is to be made through a written notice by the Technical Authority or through an amendment to the Contract.

2.5

Time of the essence

2.5.1 The Services must be performed within or at the time stated in the Contract and in accordance with Annex B, Terms of Reference.

2.6

Excusable Delay

2.6.1 A delay in the performance by the Consultant of any obligation under the Contract that is caused by an event that:

- (a) is beyond the reasonable control of the Consultant;
- (b) could not reasonably have been foreseen;
- (c) could not reasonably have been prevented by means reasonably available to the Consultant; and
- (d) occurred without the fault or neglect of the Consultant

will be considered an "Excusable Delay" if the Consultant advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Consultant becomes aware of it. The Consultant must also advise the Technical Authority, within 20 working days, of all the circumstances relating to the delay. The Consultant must use all reasonable efforts to mitigate any effect, commercial or other, resulting from the event causing the delay. Within the same delay of 20 working days, the Consultant must also provide to the Technical Authority, for approval, a clear work around plan explaining in details the steps that the Consultant proposes to take in order to minimize the impact of the event causing the delay including details of the unavoidable costs to be incurred during this period.

2.6.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

2.6.3 However, if an Excusable Delay has continued for 3 months, the Contracting

Authority may, by giving notice in writing to the Consultant:

- (a) suspend the Services or part of the Services for up to 180 Days in accordance with the GC 2.7 below or
- (b) terminate the Contract for convenience in whole or in part as per the GC 2.9.

2.6.4

- (a) During the first 3 months following the Excusable Delay event, DFATD will pay incurred unavoidable costs as detailed and approved by the Contracting Authority in the work around plan. These costs may include but are not limited to : Fees for long term Personnel in the Recipient Country and Reimbursable Expenses such as expenses of the local office (electricity, rent, etc.) and any other costs mutually agreed to by both Parties
- (b) In case of suspension of the Services after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.7.2;
- (c) In case of termination after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.9.2, 2.9.3 and 2.9.4.

In any case, the Parties agree that neither will make any claim against the other for damages, expected profits or any other loss arising out of the suspension or termination or the event that contributed to the Excusable Delay.

2.6.5 If the Contract is terminated under the GC 2.6, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, anything that the Consultant has acquired or produced specifically to perform the Contract.

2.7 Suspension of Services

2.7.1 The Contracting Authority may at any time, by written notice, order the Consultant to suspend or stop the Services under the Contract or part of the Services under the Contract for a period of up to 180 Days. The Consultant must immediately comply with any such order in a way that minimizes the cost of doing so. Within these 180 Days, the Contracting Authority will either cancel the order or terminate the Contract, in whole or in part, under the GC 2.8 or 2.9.

2.7.2 When an order is made under the GC 2.7.1, unless the Contracting Authority terminates the Contract by reason of default by the Consultant or the Consultant abandons the Contract, the Consultant will be entitled to be paid its additional costs incurred, as DFATD considers reasonable as a result of the suspension order.

2.7.3 When an order made under the GC 2.7.1 is cancelled, the Consultant must resume the Services in accordance with the Contract as soon as practicable. If the suspension has affected the Consultant's ability to meet any delivery date under the Contract, the date for performing the part of the Services affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Consultant, is necessary for the Consultant to resume the Services.

2.8 Termination due to default

2.8.1 Except in situations identified in the GC 2.6.1, if the Consultant is in default of carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a

of Consultant

cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the Contracting Authority within that cure period. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice.

- 2.8.2 If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.
- 2.8.3 If DFATD gives notice under the GC 2.8.1 or 2.8.2, the Consultant will have no claim for further payment except as provided under GC 2.8. The Consultant will be liable to DFATD for all losses and damages suffered by DFATD because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by DFATD in procuring the Services from another source.
- 2.8.4 Upon termination of the Contract under this GC 2.8, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. In such case, subject to the deduction of any claim that DFATD may have against the Consultant arising under the Contract or out of the termination, DFATD will pay or credit to the Consultant:
- (a) the value of the Fees for all completed parts of the Services performed and accepted by DFATD in accordance with the Contract;
 - (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted by DFATD prior to the date of the termination notice; and
 - (c) any other allowable Reimbursable Expenses that DFATD considers reasonable in respect to anything else delivered to and accepted by DFATD.

The total amount paid by DFATD under the Contract to the date of the termination and any amount payable under this GC 2.8.4 must not exceed the Contract price.

- 2.8.5 If the Contract is terminated for default under the GC 2.8.1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under the GC 2.9

**2.9
Termination for
Convenience**

- 2.9.1 At any time before the end of the Contract, the Contracting Authority may, by giving notice in writing to the Consultant, terminate for convenience the Contract or part of the Contract. Once such notice of termination for convenience is given, the Consultant must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

- 2.9.2 If a termination notice is given pursuant to the GC 2.9.1, the Consultant will be

entitled to be paid for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Consultant has not already been paid or reimbursed by DFATD. The Consultant will be paid:

- (a) Fees for all Services performed and accepted before or after the termination notice in accordance with the provisions of the Contract and with the instructions contained in the termination notice;
- (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted prior to the date of the termination notice; and
- (c) all costs DFATD considers reasonable incidental to the termination of the Services incurred by the Consultant excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Consultant is obligated by statute to pay.

2.9.3 DFATD may reduce the payment in respect of any part of the Services, if upon verification it does not meet the requirements of the Contract.

2.9.4 Upon termination of the Contract under this GC 2.9, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. The total of the amounts, to which the Consultant is entitled to be paid under this GC 2.9, together with any amounts paid, due or becoming due to the Consultant must not exceed the Contract price. The Consultant will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by DFATD under this GC 2.9 except to the extent that this GC 2.9 expressly provides.

**2.10
Cessation of
Rights and
Obligations**

2.10.1 Upon termination of this Contract pursuant to the GC 2.7, 2.8, or 2.9, or upon expiration of this Contract pursuant to the GC 2.2, all rights and obligations of the Parties will cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in the GC 3.2;
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in the GC 3.5; and
- (d) any right which a Party may have under the Law governing the Contract as specified in 1.3.1.

**2.11
Assignment of
Contract**

2.11.1 The Consultant must not assign the Contract without first obtaining the written consent of the Contracting Authority. An assignment agreement signed by the Consultant and the assignee must be provided to DFATD before such consent for assignment is given. Any assignment made without that consent is void and will have no effect.

2.11.2 Assignment of the Contract does not relieve the Consultant from any obligation under the Contract and it does not impose any liability upon DFATD.

3 Obligations of the Consultant

3.1

General

Standard of Performance

3.1.1 The Consultant must perform the Services and carry out its obligations under the Contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and must observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. In respect of any matter relating to this Contract or to the Services, the Consultant must at all times support and safeguard DFATD's legitimate interests in any dealings with Personnel, Contractors or Third Parties.

Warranty by Consultant

3.1.2

- (a) In line with fundamental principles of human rights that are embedded in the *Canadian Charter of Rights and Freedoms*, DFATD prohibits discrimination based race, national or ethnic origin, colour, religion, sex, age or mental or physical disability. The Consultant represents and warrants that:
- (i) it agrees to abide with any governing law protecting individuals against any manner of discrimination regardless of location of work;
 - (ii) it must not be discriminated with respect to individuals' eligibility to participate as a beneficiary of the development initiative beyond what is targeted in the Terms of Reference of this Contract.
- (b) The Consultant represents and warrants that:
- (i) It is competent to render the Services;
 - (ii) It has everything necessary to render the Services, including the resources, facilities, labour, technology, equipment, and materials; and
 - (iii) It has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to render the Services.
- (c) The Consultant must:
- (i) Render the Services diligently and efficiently;
 - (ii) Use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (iii) Render the Services in accordance with standards of quality acceptable to DFATD and in full conformity with the Terms of Reference and all the requirements of the Contract; and
 - (iv) Provide effective and efficient supervision to ensure that the quality of Services meets the requirements of the Contract.
- (d) The Services must not be performed by any person who, in the opinion of DFATD, is incompetent, unsuitable or has been conducting himself/herself improperly.
- (e) All Services rendered under the Contract must, at the time of acceptance, conform to the requirements of the Contract. If the Consultant is required to correct or replace the Services or any part of the Services, it must be at no cost

to DFATD.

**Evaluation of
Performance**

3.1.3 DFATD will evaluate the performance of the Consultant during the term of the Contract and/ or upon completion of the Services.

**3.2
Confidentiality
and privacy**

3.2.1 The Consultant must keep confidential all information provided to the Consultant by or on behalf of DFATD in connection with the Services, including any information that is confidential or proprietary to Third Parties, and all information conceived, developed or produced by the Consultant as part of the Services when copyright or any other intellectual property rights in such information belongs to DFATD under the Contract. The Consultant must not disclose any such information without the written permission of DFATD. The Consultant may disclose to a Sub-consultant and/or Contractor any information necessary to perform the subcontract as long as the Sub-consultant and/or Contractor agrees to keep the information confidential and that it will be used only to perform the subcontract.

3.2.2 The Consultant agrees to use any information provided to the Consultant by or on behalf of DFATD only for the purpose of the Contract. The Consultant acknowledges that all this information remains the property of DFATD or the Third Party, as the case may be. Unless provided otherwise in the Contract, the Consultant must deliver to DFATD all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as DFATD may require.

3.2.3 Subject to the *Access to Information Act* (R.S.C. 1985, c. A-1) and to any right of DFATD under the Contract to release or disclose, DFATD will not release or disclose outside the Government of Canada any information delivered to DFATD under the Contract that is proprietary to the Consultant, Sub-consultant or a Contractor.

3.2.4 The obligations of the Parties set out in this GC 3.2 do not apply to any information if the information:

- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
- (c) is developed by a Party without use of the information of the other Party.

3.2.5 Wherever possible, the Consultant will mark or identify any proprietary information delivered to DFATD under the Contract as "Property of (Consultant's name), permitted Government uses defined under DFATD Contract No. (fill in contract number)". DFATD will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

**3.3
Insurance to Be
Acquired by the
Consultant**

**Insurance
Specified by
DFATD**

3.3.1 The Consultant must acquire and maintain insurance specified in the SC at its own cost. Such insurance must be in place within 10 Days from the signature of the Contract for the duration of the period of the Contract as established in the GC 2.2.

Additional

3.3.2 The Consultant is responsible for deciding if insurance coverage other than that

- Insurance** specified in the SC is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Consultant's own expense, and for its own benefit and protection.
- Insurance Certificates 3.3.3 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, the proof of insurance issued by an insurance company or insurance broker rated as A++ to B++ by A.M. Best in the form of a certificate or certificates confirming that the insurance is in force.
- Litigation** 3.3.4 In the event that DFATD is enjoined in any litigation arising from any claims, the Consultant must, within 10 Days of a request from DFATD, provide certified true copies of all applicable insurance policies to the Contracting Authority.
- No Waiver** 3.3.5 Compliance with the insurance requirements does not relieve the Consultant from or reduce its liability under any other provisions set forth under the Contract.
- 3.4 Security Requirements 3.4.1 The security requirements associated with this Contract, if any, are specified in Annex C, Security Requirement Checklist (SRCL) and in the SC.
- Consultant's responsibility to safety and protection of Personnel and Sub-consultants** 3.4.2 Obligations Related to Security
- (a) The Consultant is responsible to ensure its own security and the security of its Personnel. DFATD assumes no responsibility for the security of the Consultant or the Consultant's Personnel.
 - (b) The Consultant recognizes that work involved in this Project could expose it and its Personnel to serious risks of injury and/or death.
 - (c) The Consultant is responsible to fully and openly disclose to its Personnel the inherent risks of the Project.
 - (d) The Consultant is also responsible to keep itself and its Personnel informed of any «Travel Reports and Warnings» issued by the Canadian Department of Foreign Affairs, Trade and Development.
- The security provisions applicable to Afghanistan contracts are specified in the SC.
- 3.4.3 Security Measures
- (a) Except for Afghanistan contracts, it is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. If the Consultant determines that a security plan is necessary, the Consultant will develop, adapt and implement a security plan based on international best practices in this area, taking the following into consideration:
 - (i) Security related issues and challenges in general, and within the Project area;
 - (ii) Local customs, laws and regulations;
 - (iii) Restrictions and protocols for movement in the Project area, where applicable;
 - (iv) Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required;
 - (v) Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.);
 - (vi) Evacuation, including emergency medical evacuation, procedures;
 - (vii) Abduction/Missing person protocol(s); and

- (viii) Processes for security awareness updates, as required.
- (b) The security provisions applicable to Afghanistan contracts are specified in the SC.

For all contracts:

- (c) The Consultant should also put in place for itself and its Personnel, but not limited to, the following:
 - (i) Hospitalization and medical treatment arrangements;
 - (ii) Mortuary affairs arrangements;
 - (iii) Procedures for expected conduct and discipline;
 - (iv) Health and safety protocols as well as insurance requirements; and
 - (v) Critical incident management procedures, which should be in accordance with the Consultant's internal policies and harmonized, where practicable, with the Canadian Embassy consular procedures.

3.4.4 Personnel

For the purposes of the GC 3.4 the term "Personnel" includes:

- (a) all individuals involved in the project under an employment contract with the Consultant;
- (b) all individuals not included in the GC 3.4.4 (a) who are authorized by the Consultant to be involved in the project, including, but not limited to, volunteers and interns; and
- (c) each family member, if applicable, of:
 - (i) the Consultant, and
 - (ii) each individual included in the GC 3.4.4 (a) and (b)

For the purposes of the GC 3.4, the term "Personnel" excludes Sub-consultants and individuals involved in the project either under employment or service contracts with Sub-consultants.

3.4.5 Sub-consultants

Unless DFATD agrees in writing, the Consultant must ensure that each of its Sub-consultants and Contractors is bound by terms and conditions compatible with and, in the opinion of the Contracting Authority, not less favorable to DFATD than the terms and conditions of the GC 3.4.

3.5 Initial Visit and Audit

3.5.1 To improve project implementation DFATD may conduct an initial visit after the signature of the Contract. The objective of the initial visit is to review the terms and conditions of the Contract with the Consultant, and to ensure that the Consultant's financial management of the project can be done efficiently and in accordance with the requirements of the Contract. The Consultant agrees to allow for the initial visit and to provide the DFATD Representative with the facilities, personnel, and any information required for the purposes of the initial visit, all at no cost to DFATD.

3.5.2 All costs incurred under this Contract may be subject to audit, at the discretion of DFATD, by DFATD's designated audit representatives. The Consultant will keep proper accounts and records of the cost of the Services and of all expenditures or commitments made by the Consultant, including the invoices, receipts and vouchers, which will be open to audit and inspection by the authorized DFATD Representatives who may make copies and take extracts there from. The Consultant must make facilities available for audit and inspection and must furnish the authorized DFATD

Representatives with such information as DFATD, may from time to time require with reference to the documents referred to in the Contract. The Consultant must not dispose of the documents referred to in the Contract without the written consent of the Contracting Authority, and must preserve and keep them available for audit and inspection for a period of 7 years following completion of the Contract.

**3.6
Liability**

3.6.1 The Consultant is liable for any damage caused by the Consultant, its Personnel, Local Support Staff, Contractor(s) or agents to DFATD or any Third Party. DFATD is liable for any damage caused by DFATD, its employees or agents to the Consultant or any Third Party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the GCs or SCs. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

**3.7
Ownership of
Intellectual and
Other Property
Including
Copyright
Definitions**

3.7.1 The following definitions apply to this GC.

- (a) “applicable national law” means, notwithstanding the law applicable to the Contract, the law of a country that applies to works and governs, in that country, acts reserved to an owner of a work, such as, in Canada, the *Copyright Act*.
- (b) “intellectual property rights” or “rights” means, for the work, all or any of the acts reserved to the owner by the applicable law in the country where the licence or assignment of rights is exploited under the Contract, or the acts that the Parties to the Contract recognize as being reserved to the owner, especially by reference to the applicable law in Canada if there is no applicable law in a country or if this law is silent regarding an act.
- (c) “moral rights” means right to the authorship and right to the integrity of the work the author is recognized as having under the applicable national law.
- (d) “owner of intellectual property rights” or “owner” means any holder of intellectual property rights in a work as defined by the applicable national law or by the Parties to the Contract, especially by reference to the applicable law in Canada, if there is no national law or if this law is silent regarding a definition thereof, including the creator of the work, the creator’s employer if the creator’s employer owns rights under the applicable national law or under an agreement with the employee, coholders of rights in the work produced by the collaboration of two or more co-creators whose respective contributions cannot be distinguished, or the assignee or coassignees of rights in the work.
- (e) “work” means, in any form or medium, the original expression of any literary, artistic, dramatic, musical or scientific production, but not the idea itself expressed by the work, the original expression resulting from the selection or arrangement of works or of parts thereof, or of data, in the case of a compilation, the original expression produced by the collaboration of two or more creators whose respective contributions cannot be distinguished in the case of a work of joint authorship, or the original expression written in distinct parts by different authors, or which incorporates works or parts thereof by different authors, in the case of a collective work, whether or not protected under an applicable national law. Work does not include software and related software documentation.

Licenses and

Beneficiaries of the assistance project

Assignments**3.7.2 Licence for the work created under the contract for the needs of beneficiaries**

In consideration for the price of its services under the Contract, for any work created under the contract that is intended, according to the Technical Authority, to meet the needs of beneficiaries of the assistance project, the Consultant grants to any beneficiary designated by the Technical Authority, a worldwide, perpetual, irrevocable, non-exclusive, non-commercial, free of charge and royalty-free licence, authorizing the beneficiary:

- (a) to do the acts reserved to the owner by the applicable national law, or the acts reserved to the owner by the applicable law in Canada if there is no national law; and
- (b) to grant a sub-licence to any person, free of charge and royalty-free, authorizing the sub-licensee to do any or all of the acts mentioned in paragraph (a).

3.7.3 Assignment of rights in lieu of a licence

In lieu of the licence granted pursuant to section 3.7.2 and as requested by Technical Authority, the Consultant assigns to the beneficiary, in consideration of the price of its services under the Contract, all intellectual property rights in each draft and version of any work created under the contract, free of charge and royalty-free, subject to the rights granted to Her Majesty under the contract.

Her Majesty**3.7.4 Licence for any work created under the contract for the needs of beneficiaries**

In consideration of the price of its services under the Contract, for any work created under the contract for the needs of beneficiaries of the assistance project, the Consultant grants to Her Majesty a worldwide, perpetual, irrevocable, non-exclusive, non-commercial, free of charge and royalty-free licence, authorizing Her Majesty:

- (a) to do the acts reserved to the owner by the applicable national law, or the acts reserved to the owner by the applicable law in Canada if there is no national law; and
- (b) to grant a sub-licence to any person, free of charge and royalty-free, authorizing the sub-licensee to do any or all of the acts mentioned in paragraph (a).

3.7.5 Assignment of rights in any work created under the contract that serve to define or manage the assistance project

In consideration of the price of its services under the Contract, the Consultant assigns to Her Majesty, for all forms of exploitation worldwide, all intellectual property rights in each draft and version of any work created under the contract that according to the Technical Authority serves to define or manage the assistance project, including proposals pertaining to the design, conceptualization, planning, or implementation of the assistance project, the implementation plan and work plans, narrative, financial, and technical reports, and any other work identified by the Technical Authority.

Licence for works created outside the Contract**3.7.6 For any work created outside the Contract that is included as a component of or associated as a complement to the work created under the Contract, the Consultant grants to the beneficiary and grants to Her Majesty, in consideration of the price of its**

services under the Contract, a licence identical to those stipulated in sections 3.7.2 and 3.7.4.

Moral rights

3.7.7 The Consultant must provide to the Technical Authority at the completion of the Contract or at such other time as the Technical Authority may require, a written permanent waiver of moral rights in a form acceptable to the Technical Authority, from every author that contributed to the work which is subject to copyright protection and which is deliverable to the Technical Authority under the terms of the Contract. If the Consultant is an author of any of the work referred to in section 3.7.5, the Consultant permanently waives the Consultant's moral rights in the work.

Ownership symbol and public recognition

3.7.8 The Consultant must ensure that:

- (a) copies, drafts, and versions of each work created under the contract, and copies of each work created outside the contract that is used as a component or complement of the work created under the contract, bear the symbol used to indicate ownership and any other usual information; for example, the following symbol, name, and information are to be used for the work created under the contract in which rights are assigned to Her Majesty: "© Her Majesty the Queen in right of Canada, DFATD (year of first publication where applicable)"; and
- (b) copies of each work created under the contract, in which rights have not been assigned to Her Majesty, must indicate DFATD's support for their creation as described in paragraph 3.12 of GC.

Transfer of Obligations

3.7.9 Transfer of Obligations to Employed Creators

Before any work is created under the Contract, the Consultant must transfer in writing to any creator employed by the Consultant, the obligations stipulated in these terms and conditions, allowing the Consultant not to be in default to Her Majesty.

3.7.10 Transfer of Obligations to any Contractual Network of the Consultant

Before the creation of any work in any contractual network of the Consultant, the Consultant must transfer in writing, to each of its Contractors in any contractual network of the Consultant, the obligations stipulated in these terms and conditions, allowing the Consultant not to be in default to Her Majesty.

Description of works

3.7.11 Except if each work to be created is described in the contract, the Consultant must declare and describe to the Technical Authority, in writing, as the contract is being executed, any work to be created by the Consultant or the Consultant's employees, or any other creator in any contractual network of the Consultant and the network of any sub-contractor. The Consultant is responsible for the accuracy of the description.

Copies to be delivered

3.7.12 Unless otherwise specified in Annex B, Terms of Reference, the Consultant must deliver to the Technical Authority, prior to final or last payment under the Contract,

one (1) electronic and two (2) hard copies of any work created under the Contract.

Certifications and Warranty prior to the Technical Authority's final or last payment

3.7.13 Certification regarding Clearance of Rights

Prior to the Technical Authority's final or last payment under the Contract, the Consultant certifies, in writing, that it is the owner of intellectual property rights in any work created under the Contract and has obtained, from the owner of rights in any work created outside the Contract, written authorization to include the work as a component of, or to associate the work as a complement with any work created under the Contract.

3.7.14 Warranty regarding Non Infringement of Rights

The Consultant represents and warrants that, to the best of its knowledge, neither it nor the Technical Authority will infringe any Third Party's intellectual property rights regarding any work created under the Contract and regarding any work created outside the Contract, and that the Technical Authority will have no obligation to pay royalties of any kind to anyone in connection with any work created under the Contract and in connection with any work created outside the Contract.

3.7.15 Certification of Compliance

Before the Technical Authority makes its final or last payment under the contract, the Consultant must enumerate, in the Certification required by the Technical Authority, any work created under the contract. The Consultant must also declare in this certification that it has delivered to the Technical Authority and to each beneficiary designated by the Technical Authority, the drafts, versions, and copies required by the Technical Authority for each of these works. The Consultant must also list (name and address), in an annex to the certification, each owner and each co-owner of rights in any work for which the Technical Authority has not required assignment of rights under the contract.

3.8 Intellectual Property Infringement and Royalties

3.8.1 If anyone makes a claim against DFATD or the Consultant concerning intellectual property infringement or royalties related to the work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against DFATD, according to the *Department of Justice Act*, (R.S.C, 1985, c. J-2), the Attorney General of Canada will have the control and conduct of all litigation for or against DFATD, but the Attorney General may request that the Consultant defend DFATD against the claim. In either case, the Consultant agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. The settlement of any claim by the Consultant must be approved in writing by the Attorney General of Canada.

3.8.2 The Consultant has no obligation regarding claims that were only made because:

- (a) DFATD modified the work or part of the work without the Consultant's consent or used the work or part of the work without following a requirement of the Contract; or
- (b) the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
- (c) the Consultant used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this exception

only applies if the Consultant has included the following language in its own contract with the supplier of that equipment: "[Supplier name] acknowledges that the purchased items will be used by DFATD. If a Third Party claims that equipment supplied under this Contract infringes any intellectual property right, [supplier name], if requested to do so by either [Consultant name] or DFATD, will defend both [Consultant name] and DFATD against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Consultant's responsibility and, if the Consultant does not do so, it will be responsible to DFATD for the claim.

- 3.8.3 If anyone claims that, as a result of the work, the Consultant or DFATD is infringing its intellectual property rights, the Consultant will immediately do one of the following:
- (a) take whatever steps are necessary to allow DFATD to continue to perform the allegedly infringing part of the work; or
 - (b) modify or replace the work to avoid intellectual property infringement, while ensuring that the work continues to meet all the requirements of the Contract; or
 - (c) refund any part of the contract price that DFATD has already paid.

If the Consultant determines that none of these alternatives can reasonably be achieved, or if the Consultant fails to take any of these steps within a reasonable amount of time, DFATD may choose either to require the Consultant to act in accordance with the GC 3.8.3 (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the work, in which case the Consultant will reimburse DFATD for all the costs it incurs to do so.

**3.9
Equipment,
Vehicles and
Materials**

3.9.1 Equipment, Vehicles and Materials furnished by DFATD

If applicable, equipment, vehicles and material will be made available to the Consultant as specified in the SC.

3.9.2 Equipment, Vehicles and Materials, Services or Assets purchased by the Consultant

If applicable, the Consultant will procure equipment, vehicles and material, services or assets adhering to the principles specified in the SC.

**3.10
Use of DFATD/
Recipient
Country
property,
facilities and
electronic
media**

3.10.1 The Consultant must not use any of the goods, materials, equipment, facilities, furnishings or vehicles of DFATD, or the Recipient Country, including photocopiers, typewriters, computers and word processors for rendering any part of the Services, mandate or functions described in the Contract, unless previously agreed to in writing by the DFATD Representative. If use is authorized, the Consultant agrees to return these items and to reimburse DFATD, or the Recipient Country for missing or damaged items. When authorized to use DFATD electronic media, it is strictly for approved Contract activities. DFATD reserves the right to impose sanctions, including Contract termination, in accordance with the GC 2.8, for any improper use of electronic media.

**3.11
International
sanctions**

3.11.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country of its nationals. These economic sanctions may be implemented by regulation under the *United Nations Act* (R.S.C. 1985, c. U-2), the *Special Economic Measures Act* (S.C. 1992, c.17), or the *Export and*

Import Permits Act (R.S.C. 1985, c. E-19). The Consultant agrees that it will, in the performance of this Contract, comply with any such regulations that are in force on the effective date of this Contract, as in the GC 2.1.1, and will require such compliance by its Personnel, Local Support Staff and Contractor(s).

3.11.2 The Consultant agrees that DFATD relies on the Consultant’s undertaking in the GC 3.11.1 to enter into this Contract, and that any breach of the undertaking will entitle DFATD to terminate this Contract under the GC 2.8.

3.11.3 The countries or groups currently subject to economic sanctions are listed on the Department of Foreign Affairs, Trade and Development site.

3.11.4 The Consultant agrees that only the text as published in the *Canada Gazette, Part II*, is authoritative.

3.11.5 The Consultant, its Personnel, Local Support Staff and Contractors must comply with changes to the regulations imposed during the period of Contract. The Consultant will immediately advise DFATD if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with the GC 2.9.

**3.12
Public
recognition**

To make Canadians and populations of recipient countries aware of international development assistance [programs/projects/activities] funded by DFATD, the Consultant agrees to publicize in Canada and abroad, at no additional cost to DFATD, DFATD's financial contribution for the implementation of the [program/project/activity] stipulated in this Contract for the Services.

To this end, the Consultant agrees to abide by the Public Recognition clause indicated in the SC.

4 Consultants’ Personnel

**4.1
General**

4.1.1 The Consultant must provide qualified and experienced Personnel to carry out the Services.

**4.2
Working Hours,
Leave, etc.**

4.2.1 DFATD will only pay for person-days worked, including work on a statutory holiday, if an individual chooses to do so. The maximum number of hours in one person-day to be claimed by the Personnel cannot exceed the number indicated in the SC. Any overtime requires prior authorization by DFATD. This applies to all Personnel. The Fees for less than one (1) person-day will be calculated by dividing the all-inclusive firm daily Fee by the number of hours indicated in the SC and multiplying the result by the number of hours actually worked during the Day.

**4.3
Language
Requirements**

4.3.1 If stated in Annex B, Terms of Reference, the Consultant has an obligation to provide the Personnel that meets the language requirements.

4.3.2 In accordance with the GC 4.4, the Consultant must replace any Personnel whose language ability is considered inadequate by DFATD.

**4.4.....
Replacement of
Personnel**

4.4.1 The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position unless the Consultant is unable to do so for reasons beyond its control and that the Consultant's performance of the

Services under the Contract will not be affected. For the purpose of this GC 4.4.1, the following reasons are considered as beyond the Consultant's control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD's request and will be verified and considered for acceptance at DFATD's sole discretion. If such replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual. The proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to replace a member of its Personnel with an individual with equivalent or better qualification than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated downward in accordance with DFATD's Guide for Rate Validation and for local Personnel, Fees are subject to negotiation and must not exceed local market rates.

4.4.2 The Consultant must replace any member of the Consultant's Personnel whose services or qualifications are deemed inadequate by DFATD for the purposes of the Contract. The Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual. The proposed substitute should have the qualifications and experience determined by DFATD for the position.

4.4.3 Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement.

4.5
**Harassment in
the workplace**

4.5.1 The Consultant must respect and ensure that all members of its Personnel and/ or its Contractor(s) and the Local Support Staff respect, in relation to persons working for DFATD, the Treasury Board [Policy on Harassment Prevention and Resolution](#) as well as the standards of non-discrimination set out in [Canadian Charter of Rights and Freedoms](#) when rendering any part of the Services.

4.6
**Improper
conduct or
abandonment of
position**

4.6.1 During the period of the Contract, the Consultant must refrain from any action which might be prejudicial to the friendly relations between Canada and the Recipient Country, and must not participate directly, or indirectly, in any political activity whatsoever in the Recipient Country. The Consultant must maintain the standards of non-discrimination described in GC 3.1.2 (a) and GC 4.5.1 during this Contract whether the work is performed in Canada, in the Recipient Country or in any other location. The Consultant must ensure that its Personnel, Local Support Staff and Contractor(s) are also bound by these provisions.

4.6.2 The Consultant must inform all members of its Personnel, Local Support Staff and Contractor(s) assigned to the project that any instance of improper conduct, gross negligence or abandonment of a position before completion of the project will constitute sufficient grounds for immediate dismissal. In such an event, payment of the Fees and all other payments will cease as of the date of this dismissal, and no payments will be made by DFATD for homeward travel or removal expenses unless otherwise agreed to in writing by the Technical Authority.

4.6.3 The Consultant will be advised in writing of any complaint related to harassment or discrimination and will have the right to respond in writing. Upon receipt of the consultant's response, the Contracting Authority will, at its entire discretion,

determine if the complaint is founded and decide on any action to be taken. This may result in Suspension of Services in accordance with GC 2.7 or Termination due to default of Consultant in accordance with GC 2.8.

5 Obligations of DFATD

- 5.1 **Method of Payment**
- 5.1.1 In consideration of the Services performed by the Consultant under this Contract, DFATD will pay the Consultant in accordance with the provisions set forth in the GC 6.

6 Payments to the Consultant

- 6.1 **Contract Amount and Limitation of Expenditure**
- 6.1.1 Subject to the application of the other terms and conditions specified in this Contract, DFATD will pay the Consultant up to the maximum amount specified in the SC.
- 6.1.2 No increase in the Contract amount resulting from any changes, modifications or interpretations of the Terms of Reference, will be authorized or paid to the Consultant unless such changes, modifications or interpretations have been approved, in writing, by the Contracting Authority and incorporated by way of an amendment into the Contract. The Consultant must not perform any Services which would cause DFATD's liability to exceed the Contract amount stipulated in the GC 6.1.1.
- 6.1.3 In accordance with section 40 of the Canadian *Financial Administration Act* (R.S., c. F-11, s. 40), payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.
- 6.1.4 The Consultant must promptly notify the Technical Authority in writing as to the adequacy of the amount mentioned in the GC 6.1.1 when:
- (a) it is 75 percent committed; or
 - (b) 4 months prior to the Contract expiry date; or
 - (c) if the Consultant considers that the funds provided are inadequate for the completion of the project;
- whichever comes first.
- At the same time, the Consultant must provide DFATD with an estimate of that portion of the Services remaining to be done and of the expenditures still to be incurred.
- 6.1.5 The giving of any notification by the Consultant pursuant to GC 6.1.4 will not increase DFATD's liability over the contract amount.
- 6.1.6 **Taxes** (Applicable Taxes (Applicable to Canadian Bidders only))
- Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes is not included in the maximum Contract amount specified in the GC 6.1.1. The estimated amount of Applicable Taxes is specified in the SC. Applicable Taxes will be paid by DFATD as provided in GC 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to

appropriate tax authorities any amounts of Applicable Taxes paid or due.

6.1.7 The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation, including for material incorporated into real property).

6.1.8 Applicable Taxes included in the cost of Services:

Notwithstanding any other terms and conditions of the Contract, the Consultant acknowledges that the Fees, prices and costs specified in the Contract:

- (a) Take into account the Applicable Taxes, municipal taxes and provincial sales tax, if any, that the Consultant must pay on the goods and services that the Consultant procures to provide the Services stipulated in this Contract, less the Applicable Taxes and provincial sales tax credits and rebates to which the Consultant is entitled;
- (b) Do not take into account the Applicable Taxes that DFATD will remit to the Consultant and that the Consultant must collect from DFATD pursuant to the *Excise Tax Act* (R.S.C., 1985, c. E-15), as prescribed in the GC 6.1.6 and specified in accordance with the terms and conditions stipulated below.

6.1.9 For the purposes of applying the GC 6.1.6, the amount of Applicable Taxes, if any, must be indicated separately on requisitions for payment, financial reports or other documents of a similar nature that the Consultant submits to DFATD. All items that are zero-rated, exempt or to which these Applicable Taxes do not apply, must be identified as such on all invoices.

6.1.10 Tax Withholding

Pursuant to the *Income Tax Act*, (R.S.C., 1985, c. 1 (5th Supp.)) and the *Income Tax Regulations* (C.R.C., c. 945), DFATD must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is a non-resident unless the Consultant obtains a valid waiver. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

**6.2
Basis of
Payment**

6.2.1 Subject to the contract amount specified in the GC 6.1.1 and in accordance with Annex A, Basis of Payment, DFATD will pay to the Consultant

- (a) Fees of the Personnel as set forth in the GC 6.2.2 and 6.2.3; and
- (b) Reimbursable Expenses at cost without mark-up as set forth in the GC 6.2.5.

6.2.2 Payment for the Personnel must be determined on the basis of time actually worked by such Personnel in the performance of Services after the date determined in accordance with the GC 2.1 at the Fees referred to in Annex A, Basis of Payment. A detailed basis of payment is provided in Annex A.

6.2.3 The Fees referred to under the GC 6.2.2 above will include for the Personnel based in Consultant's country or Personnel's home country or on Travel Status in the Recipient Country, the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified

in the SC in the Consultant's country up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.

6.2.4 The Fees stated in the GC 6.2.3 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed will be determined and approved by DFATD on the basis of the points of origin and destination.

6.2.5 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses:

- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed, but must not exceed the limits in the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca>:
- (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Consultant must obtain the lowest possible airfare (including by such means as by booking the reservation as soon as possible). The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant must be able to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes must be documented in the Consultant's project file;
 - (ii) the cost of meals and incidentals allowance in respect of the Personnel for every Day in which the Personnel is absent from the Consultant's or Personnel's home office for purposes of the Services as well as private vehicle usage, not exceeding the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
 - (iii) the cost of registration, photographs, and courier services related to obtaining a visa/ work permit;
 - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, not exceeding the limits in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive; and
 - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travelers" rather than to "employees";

- (b) any other reasonable expenses, which are not considered to be Fees, overhead or direct costs and that are not included in the above categories, that are specified in the SC and required to carry out the project.

6.2.6 Fees are fixed on an annual basis.

6.3
**Currency of
Payment**

6.3.1 Payments by DFATD to the Consultant will be made in Canadian dollars.

6.4
**Performance
Guarantee**

6.4.1 Unless otherwise specified in the SC, to guarantee the Consultant's performance, ten (10) percent of the total contract amount as specified in GC 6.1.1 will be subject to a holdback.

Holdback

6.4.2 This holdback may be released as specified in the SC.

6.4.3 If specified in the SC, an Irrevocable Standby Letter of Credit (ISLC) could be used, in lieu of a holdback.

6.5
**Mode of Billing
and Payment**

Billings and payments in respect of the Services will be made as follows:

6.5.1 Subject to the GC 6.5.2 through 6.5.7, DFATD will pay the Consultant, not more often than once per month, the Fees and Reimbursable Expenses outlined in the GC 6.2 paid by the Consultant during the previous month.

6.5.2 No payments will be made to the Consultant until DFATD receives properly completed documentation specified in the SC.

6.5.3 All invoices, statements, payment requests and other similar documents submitted by the Consultant must indicate the codes specified in the SC and must be sent to DFATD at the address set out in the SC.

6.5.4 Within 15 Days of the receipt of the documentation required under the GC 6.5.2, DFATD will notify the Consultant, in writing, when any or a combination of the following situations occur:

- (a) there are any errors or omissions in the documentation;
- (b) the Services rendered by the Consultant are not satisfactory or are not in conformity with the Contract; or
- (c) the amount claimed by the Consultant appears to exceed the actual value of the Services performed.

6.5.5 Any Fees or Reimbursable Expenses paid by the Consultant which are the subject of the notification in the GC 6.5.4 will be excluded for the purposes of payment under the GC 6.5.1 until the Fees or Reimbursable Expenses have been accepted by DFATD.

6.5.6 Subject to the GC 6.5.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the GC 6.5.2.

6.5.7 With the exception of the final payment under the GC 6.6, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations under the Contract. DFATD will have the right to reject any Services that are not in accordance with the requirements of the Contract and require correction or replacement of such Services at the Consultant's expense.

6.6
Final Payment

6.6.1 When it has been established to DFATD's satisfaction that the Consultant has performed, furnished or delivered all Services required under the Contract, and upon receipt of the certificate stating that all the Consultant's financial obligations to the

Personnel, Local Support Staff or Contractor(s) have been fully discharged, DFATD will release the holdback, return the ISLC provided, if any, and pay the balance due against the Contract.

**6.7
Right of Set-Off**

6.7.1 Without restricting any right of set-off given or implied by law or by any provision of the Contract or any other agreement between DFATD and the Consultant, DFATD may set off against any amount payable to the Consultant by DFATD under the Contract, or under any other contract. DFATD may, when making a payment pursuant to the Contract, deduct from the amount payable to the Consultant any such amount payable to DFATD by the Consultant which, by virtue of the right of set-off, may be retained by DFATD.

**6.8
Interest on
Overdue
Accounts**

6.8.1 In this GC:

- (a) "amount due and payable" means an amount payable by DFATD to the Consultant in accordance with the GC 6.2 of the Contract;
- (b) "overdue amount" means an amount due and payable which has not been paid within 30 Days following the date upon which the invoice and statement documentation specified in the GC 6.5.2 has been received by DFATD;
- (c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) "bank rate" means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and
- (e) "due date" means 30 Days after receipt of the invoice and statement documentation specified in the GC 6.5.2.

6.8.2 DFATD will pay at the Consultant's request, simple interest at the bank rate plus 3 percent on any amount overdue.

6.8.3 Interest will not be payable on holdbacks.

6.8.4 Interest will only be paid when DFATD is responsible for the delay in paying the Consultant.

**6.9
Debts left in
the Recipient
Country**

6.9.1 If the Consultant, and/or a member of its Personnel and/ or a Contractor(s) leave the Recipient Country without discharging a debt legally contracted there, DFATD may, after giving written notice to the Consultant and conferring with the Consultant in this matter, apply any money payable to the Consultant under the Contract toward the liquidation of the debt in question.

7 Settlement of Disputes

**7.1
Alternate
dispute
resolution**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle (for DFATD, the Technical and Contracting Authorities). If the Parties do not agree within 10 working days, they may refer the matter to management (for DFATD the Director General responsible for the contract in question), who will pursue discussions to reach a settlement. If no settlement is reached within 10 working days, both Parties may agree to submit the disputes to mediation and to bear the cost equally. The Parties agree jointly to choose a mediator. The Parties will take part in the mediation process in good faith for 20 working days (or longer if the dispute is a complex one).

II. Special Conditions (SC) of Contract

Number of GC	Amendments of, and Supplements to, the General Conditions of the Contract
Definitions (f), (aa) and 1.9	<p>Contracting Authority The Contracting Authority for this Contract is:</p> <p><i>«Name of the delegated signing authority as per DFATD Delegation Instrument »</i></p> <p><i><Title></i> Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4 Telephone: 819-XXX-XXXX Facsimile: 819-XXX-XXXX Email:</p> <p>Technical Authority The Technical Authority for this Contract is:</p> <p><i>«Name of the Project Manager»</i> <i>« Title»</i> Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4 Telephone: 819-XXX-XXXX Facsimile: 819-XXX-XXXX Email:</p>
Definitions (n)	<p>For the purpose of this Contract, the following positions are also acceptable under the Local Support Staff:</p> <p style="text-align: center;"><i>non applicable.</i></p>
Definitions (v)	<p>Recipient Country is <i>[insert the name of the country]</i></p>
1.3.1	<p>The law governing the Contract is the law applicable in the province or territory of <i>[insert province or territory]</i></p>
1.6.1	<p>The addresses are:</p> <p>DFATD : 200 Promenade du Portage Gatineau, Québec K1A 0G4</p> <p>Attention : <i>[insert name of the contracting authority]</i> _____ Facsimile : _____</p> <p>Attention : <i>[insert name of the technical authority]</i> _____ Facsimile : _____</p>

	<p>Consultant (all Members of a consortium should be listed here):</p> <p>Attention : _____</p> <p>Facsimile : _____</p>
1.8	The Member in charge is <i>[insert name of member]</i>
1.11.3	
2.1.1 and 2.2.1	The period of the Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.
2.4.2	The Consultant must address the requested modifications to DFATD satisfaction within <i>[insert number of days]</i> Days.
3.3	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; (b) Bodily Injury and Property Damage to Third Parties; (c) Product Liability and Completed Operations; (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; (e) Cross Liability and Separation of Insured; (f) Employees and, if applicable, Volunteers as Additional Insured; (g) Employer's Liability; (h) Broad Form Property Damage; (i) Non-Owned Automobile Liability; and (j) 30 Days written notice of policy cancellation. <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> a. If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and b. 30 Days written notice of cancellation. <p>3. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The</p>

	<p>Consultant will ensure that all of its Personnel performing the work on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; (b) Cross Liability and separation of insured, to the extent permitted by law; (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and (d) 30 Days written notice of cancellation. <p>4. War Risk Accidental Death and Dismemberment Insurance, for the Personnel working in areas considered to be war zones. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
3.4.1	<p>Security Requirement: <i>[The clause provided by CISD]</i></p>
3.4.2	<ul style="list-style-type: none"> (e) It is recommended that the Consultant subscribe to the Afghanistan National Security Office (ANSO) or an equivalent or better service in order to receive daily security related information. (f) DFATD will (to the extent possible) provide information regarding security to the Consultant and may facilitate the provision of additional security briefings.
3.4.3 (b)	<ul style="list-style-type: none"> (b) It is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. The Consultant will develop, adapt and implement a security plan, which must be based on international best practices in this area and be approved by a security expert, taking the following into consideration: <ul style="list-style-type: none"> i. Security related issues and challenges in Afghanistan in general, and within the Project area; ii. Local customs, laws and regulations; iii. Restrictions and protocols for movement in the Project area, where applicable; iv. Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required; v. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.); vi. Evacuation, including emergency medical evacuation, procedures; vii. Abduction/Missing person protocol(s); and viii. Processes for security awareness updates, as required.

<p>3.9.1</p>	<p>The GC 3.9.1 is amended as follows: DELETE GC 3.9.1, Equipment, Vehicles and Materials furnished by DFATD in its entirety INSERT 3.9.1. Equipment, Vehicles and Materials furnished by DFATD (a) Equipment, vehicles and materials made available to the Consultant by DFATD must be used by the Consultant solely for the purpose of the Contract and will remain the property of DFATD. The Consultant must maintain adequate accounting records of all equipment, vehicles and materials furnished by DFATD and, whenever feasible, mark it as being the property of DFATD. (b) The Consultant must take reasonable and proper care of all equipment, vehicles and materials furnished by DFATD while it is in its possession or subject to its control. The Consultant is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by force majeure, ordinary wear and tear. (c) At the time of submission of the final report, the Consultant must provide to DFATD an inventory of and return to DFATD, all equipment, vehicles and materials furnished by DFATD relating to the Contract.</p>
<p>3.9.2</p>	<p>The GC 3.9.2 is amended as follows: DELETE GC 3.9.2, Equipment, Vehicles and Materials, Services or Assets purchased by the Consultant in its entirety INSERT 3.9.2. Where the Consultant procures equipment, vehicles, materials, services, or assets to meet the requirements of the Contract, it must carry out procurement activities adhering to the following principles: (a) Competition for supply of goods and services. A competitive process means when solicitation of bids enhances access, competition and fairness and assures that a reasonable and representative number of suppliers are given an opportunity to bid and in which the combination of price, technical merit, and/ or quality, are considered in the evaluation. (b) Pre-determined, clear evaluation of selection methods to ensure best value for money; (c) Prompt and transparent notification to winning and losing bidders; and (d) Justification, including evidence of fair price in the event of non-competitive procurement, recorded on file. Any exception to competition must be justified and documented and may be subject to audit. 3.9.3. Equipment, vehicles and materials purchased by the Consultant wholly or partly with funds provided by DFATD, will be the property of the Consultant and will be marked accordingly by the Consultant for the period of the Contract. 3.9.4. At the time of submission of the final report, or as required at any other time,</p>

	<p>the Consultant will make available to DFATD an inventory of such equipment, vehicles and materials along with a plan for disposal, and will at no cost transfer such equipment and materials to the Recipient Country or another entity following DFATD's approval of the disposal plan.</p>
<p>3.12</p>	<p>For Consultants not subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:</p> <p>3.12.1 Announcement</p> <p>The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD's approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.</p> <p>3.12.2 Material</p> <p>Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share content with DFATD.</p> <p>3.12.3 Acknowledgement of Contribution</p> <p>The Consultant must acknowledge DFATD's contribution in the following manner when the content is related to the Project or the Contract:</p> <ul style="list-style-type: none"> (a) by clearly and prominently identifying the contribution to the public, using the wording satisfactory to DFATD, such as "The Government of Canada provides funding for this Project"; (b) by acknowledging the contribution in any public reference to the Project such as but not limited to announcements, interviews, speeches, press releases, publications, signage, websites, advertising and promotional materials and advertising; and (c) by presenting all Government of Canada identifiers in a manner compliant with the Federal Identity Program available at http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/FRA-719161232-RPV on all paper and web based documents. When using the Canada wordmark, the following clarifying statement must be posted beside it: <ul style="list-style-type: none"> <i>"Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign Affairs, Trade and Development Canada (DFATD)";</i> <i>«Programme/projet/activité réalisé(e) avec l'appui financier du gouvernement du Canada accordé par l'entremise du ministère des Affaires étrangères, du Commerce et du Développement (MAECD)».</i> <p>3.12.4 Posting of Material</p> <p>The Consultant will be required to prominently display, on its website, graphic</p>

identifiers and text provided by DFATD, acceptable to the Parties, clearly stating in English and French, that DFATD provides support for this Project under this Contract. The Consultant will be required to host graphic identifiers provided by DFATD on its website to be downloaded by participating organizations and institutions in this Project, in accordance with 3.12.3 (c).

3.12.5 Official Languages

All public information materials issued jointly by DFATD and the Consultant must be in both of Canada's official languages. DFATD will bear translation costs into the second official language.

Or

For Consultants who are subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:

3.12.1 Announcement

The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD's approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.

3.12.2 Material

Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share content with DFATD.

3.12.3 Acknowledgement of Contribution

The Consultant must acknowledge DFATD's contribution in the following manner when the content is related to the Project or the Contract:

- (a) by clearly and prominently identifying the contribution to the public, using the wording satisfactory to DFATD, such as "The Government of Canada provides funding for this Project";
- (b) by acknowledging the contribution in any public reference to the Project such as but not limited to announcements, interviews, speeches, press releases, publications, signage, websites, advertising and promotional materials and advertising; and
- (c) by presenting all Government of Canada identifiers in a manner compliant with the Federal Identity Program available at <http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/FRA-719161232-RPV> on all paper and web based documents. When using the Canada wordmark, the following clarifying statement must be posted beside it:

"Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign

	<p><i>Affairs, Trade and Development Canada (DFATD)";</i></p> <p><i>Or</i></p> <p><i>«Programme/projet/activité réalisé(e) avec l'appui financier du gouvernement du Canada accordé par l'entremise du ministère des Affaires étrangères, du Commerce et du Développement (MAECD)».</i></p> <p>3.12.4 Posting of Material</p> <p>The Consultant will be required to prominently display, on its website, graphic identifiers and text provided by DFATD, acceptable to the Parties, clearly stating that DFATD provides support for this Project under this Contract. The Consultant will be required to host graphic identifiers provided by DFATD on its website to be downloaded by participating organizations and institutions in this Project, in accordance with 3.12.3 (c).</p> <p>3.12.5 Communications</p> <p>The text of all public information materials issued jointly by DFATD and the Consultant must be judged acceptable by both parties. DFATD will bear translation costs of all the public information materials produced for the purposes of the Project.</p>
4.2.1 and 6.2.3	Number of hours in a Day is <i>[insert number of hours]</i> .
6.1.1	The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i> , Applicable Taxes extra.
6.1.6	The estimated amount of Applicable Taxes is: <i>[insert amount]</i>
6.2.5	<p>In addition to the listed Reimbursable Expenses in the GC 6.2.5, the following expenses will also be considered Reimbursable Expenses under the Contract:</p> <p><i>[Insert details if applicable or Insert Not Applicable]</i></p> <p>(a) purchase and transportation costs of equipment and supplies required to carry out the project;</p> <p>(b) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;</p> <p>(c) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);</p> <p>(d) the actual cost of salaries and fringe benefits for Local Support Staff;</p> <p>(e) the actual and reasonable costs of office rental and vehicle rental;</p> <p>(f) the actual and reasonable costs of local transportation;</p> <p>(g) the actual and reasonable costs of the Contractor(s) who may be contracted to perform part of the services described in Annex B, Terms of Reference, including labour and materials.</p>
6.4.1	To guarantee the Consultant's performance, 10 percent of the total contract amount as specified in GC 6.1.1 will be subject to a holdback.

6.4.2	<p>Option1: This holdback may be released subject to the satisfactory performance of the Consultant, as determined by DFATD, on an annual basis commencing at the completion of each successive year of the Contract (i.e. the holdback for the first year may be released at the completion of the second year, the second at the completion of the third year, etc).</p> <p>Option 2: This holdback may be released subject to the satisfactory performance of the Consultant, as determined by DFATD, 6 months after the end of the Contract.</p>
6.4.3	<p>Option 1: The Irrevocable Standby Letter of Credit (ISLC) is not an acceptable alternative performance guarantee for this requirement. The Contract will be subject to a holdback as indicated in the GC 6.4.</p> <p>Option 2: The Irrevocable Standby Letter of Credit (ISLC) issued in lieu of a holdback must be equal to <X> percent of the total contract amount as specified in the GC 6.1.1 and must be valid for six months after the completion of all Services to which it applies.</p> <p>An ISLC issued by a foreign financial institution must be confirmed by the Approved Financial Institution. DFATD reserves the right to validate the presented confirmation.</p> <p>An ISLC must be in Canadian dollars.</p> <p>An ISLC and amendments to an ISLC submitted by the Consultant must be sent to: Department of Foreign Affairs, Trade and Development, C/O Cashier's Office, 9th Floor, 200 Promenade du Portage, Gatineau, QC, Canada, K1A 0G4. The ISLC itself must clearly indicate the following information: the Bank's reference number; the Bank's name and address; the date of issue; the expiry date; the name and address of the Consultant or organization; the name of the payee: Receiver General of Canada; the Purchase order number; the project name and number; the Branch name; the face amount of the letter of credit; 'Payable in demand' or 'Payable at sight'; 'Redeemable upon approval of the Chief Financial Officer' a provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 660; a provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable); a provision for the renewal of the letter of credit (where applicable).</p> <p>All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant's own expense.</p>
6.5.2	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice, in <i>[insert number]</i> copies, of the Consultant's Fees for the Services rendered and expenses paid during the previous month supported by the following documentation properly completed:</p> <p>(a) Details of the time worked for each individual: the name, date, number of hours worked and description of activities undertaken for each Day. The Consultant may include this information on their invoice or submit</p>

	<p>timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Consultant and made available to DFATD upon request.</p> <p>(b) Details of Reimbursable Expenses paid, including all information which supports the expenses.</p> <p>(c) for expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, "detailed information" means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense.</p> <p>(d) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency.</p> <p>(e) if the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.</p> <p>(f) In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.</p>
<p>6.5.3</p>	<p>All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address: <i>[insert address]</i></p> <p>and must indicate the following codes:</p> <p>Purchase order: <i>[insert number]</i></p> <p>WBS Element: <i>[insert number]</i></p> <p>GL Acct/ CC/ Fund: <i>[insert number]</i></p> <p>Vendor: <i>[insert number]</i></p> <p>Project number: <i>[insert number]</i></p>

III.Annexes

- Annex A: Basis of Payment
- Annex B: Terms of Reference

Annex A – Basis of Payment

For multi-year (yearly rate)

1. PERSONNEL	FIRM ALL-INCLUSIVE DAILY FEE, \$			SUB-TOTAL ESTIMATED COST
1.1 Personnel	YEAR 1	YEAR 2	YEAR 3	
<i>Monitor</i>				
<i>Sub-Total – Personnel FEES, \$</i>				
2. Reimbursable Expenses				
2.1 Travel and living expenses				\$
2.2 Communication costs				\$
2.3 Translation and reproduction costs				\$
2.4 Costs of local transportation				\$
2.5 Other relevant costs				
<i>Sub-Total – Reimbursable Expenses, \$</i>				
Contract Amount Excluding Applicable Taxes \$				

Annex B – Terms of Reference (TOR)

(TBD)

This Contract has been executed on behalf of the Consultant and on behalf of DFATD by their duly authorized officers.

For and on behalf of each of the Members of the Consultant

[name of Member]

[Authorized representative]

Date [Month Day, Year]

[name of Member]

[Authorized representative]

Date [Month Day, Year]

For and on behalf of *[name of Consultant]*

[Authorized representative]

Date [Month Day, Year]

For and on behalf of DFATD

[Authorized representative]

Date [Month Day, Year]