

REQUEST FOR PROPOSALS

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) is seeking to retain the services of a Consultant to provide the professional and consulting services related to the implementation of the National Support for Local Investment Climates (NSLIC) / National Support for Enhancing Local and Regional Economic Development (NSELRED) in Indonesia.

The NSLIC / NSELRED project will support the Ministry of National Development Planning (Bappenas) to implement the Government of Indonesia's local and regional economic development strategy. The project aims to increase employment and incomes for the people of Indonesia through a strengthened investment climate that is gender-responsive with more sustainable and competitive enterprises.

The Consultant will be the overall manager, administrator and coordinator, bringing together the various resources required to execute the project. The Consultant will be responsible for carrying out activities required for the financial and operational administration of the project.

Additionally, the Consultant will be responsible for: 1) the sourcing and deploying of professional, organizational and institutional resources to provide the requisite technical assistance services; 2) administering project-funded initiatives, including a \$2 million responsive innovation fund to support the ultimate outcome of this initiative.

The services are expected to start in Summer 2015 for a period of six (6) years.

Section 1: Instructions to Bidders

This section provides relevant information to help Bidders prepare their Proposals. 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-034946-1

*For the provision of consulting and professional services
in relation to*

**National Support for Local Investment Climates / National Support for Enhancing
Local and Regional Economic Development**

Section 1. Instructions to Bidders (ITB)

This section provides relevant information to help Bidders prepare their Proposals. 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) **“Aboriginal Person”** as referred to by Aboriginal Affairs and Northern Development Canada (AANDC) means an Indian, Métis or Inuit person who is a Canadian citizen and a resident of Canada.
- (b) **“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).
- (c) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association; or
 - (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; or
 - (iii) a credit union as defined in paragraph 137(6) b) of the *Income Tax Act*; or
 - (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.
- (d) **“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.
- (e) **“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.
- (f) **“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.
- (g) **“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.
- (h) **“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.
- (i) **“Data Sheet”** means part of the ITB used to reflect specific conditions of the RFP.
- (j) **“Day”** means calendar day, unless otherwise specified.
- (k) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (l) **“Evaluation Team”** means a team established by DFATD to evaluate the Proposals.
- (m) **“Fees”** mean an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of

the Contract.

- (n) **“GETS”** means Canada’s Government Electronic Tendering Services <https://buyandsell.gc.ca/>
- (o) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (p) **“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.
- (q) **“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.
- (r) **“Local Professional”** means Personnel engaged in the Recipient Country by the Consultant for the provision of Services under the Contract, who is a citizen or permanent resident of the Recipient Country, and who has specific professional/technical expertise in a field of work, excluding those defined as Local Support Staff.
- (s) **“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.
- (t) **“Member”** means any of the persons or entities that make up a consortium or joint venture; and **“Members”** means all these persons or entities.
- (u) **“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.
- (v) **“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/>
- (w) **“Parties”** means the Bidder and DFATD.
- (x) **“Personnel”** means any employee or Sub-consultant of the Bidder (except Local Support Staff) assigned to perform professional, technical or administrative services under the Contract.
- (y) **“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.
- (z) **“Point of Contact”** means DFATD officer responsible for coordinating communication between Bidders and DFATD during the RFP.
- (aa) **“Proposal”** means the technical and financial proposal submitted by a Bidder.
- (bb) **“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.
- (cc) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Data Sheet.
- (dd) **“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.
- (ee) **“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.
- (ff) **“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
- (gg) **“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.
- (hh) **“Terms of Reference”** mean the document included in the RFP as Section 4.
- (ii) **“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.
- 1.5 Bidders are requested to familiarize themselves with local conditions and consider them in preparing their Proposals. For this purpose, if specified in the Data Sheet, DFATD will organize a site tour and/ or a Bidders' conference that the Bidders are encouraged to attend at their own cost prior to submitting their Proposals.
- 1.6 If DFATD does not organize a site tour and if one is specified in the Data Sheet, Bidders are encouraged to undertake, at their own discretion and cost, a visit to the project area before submitting their Proposals. Bidders are requested to contact the Point of Contact named in the Data Sheet to arrange for their visit. DFATD and the Embassy/High Commission require an advance notice of at least 7 Days from any Bidder who wishes to visit the project area.
- 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 relating to attending the Bidders' conference and/ or site tour, including but not limited to travel and video conference costs, as specified in paragraph 1.5 and 1.6 will be the sole responsibility of the Bidder and will not be reimbursed by DFATD.
- 2.3 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. 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 This RFP is limited to Canadian individuals and entities as described in TECH-2: Certifications.
- 4.4 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
- One Bidder, One Proposal**

than one proposal, but only in that capacity.

- 5. Proposal Validity**
- 5.1 A Proposal must remain valid and open for acceptance for a period of 180 Days after the closing date of the RFP.
- 5.2 DFATD may request Bidders to extend the validity period of their Proposals. 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 five (5) working 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 seven (7) working 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 three (3) working days before the original RFP Closing Date.
- 7. Submission and Receipt of Proposals**
- 7.1 Proposals must be delivered by mail or hand to the following address:
- Foreign Affairs, Trade and Development Canada
Distribution and Mail Services - AAG
Lester B. Building
125 Sussex Drive
Ottawa, Ontario K1A 0G2 CANADA
- Attention*: Bid Receiving Unit – SGD
- 7.2 Bidders are requested to deliver their Proposals 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 Proposals 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 Subject to the "Delayed Proposal" provisions of paragraph 7.7, any Proposals received by DFATD after the RFP Closing Date will not be considered and will be returned unopened.
- Delayed Proposals**
- 7.7 A Proposal received after the RFP Closing Date, but before the contract award date may be considered, provided that the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC), or to incorrect handling by DFATD, after the Proposal has been received by the Bid Receiving Unit. The only piece of evidence relating to a delay in the CPC system that is acceptable to DFATD is a CPC cancellation date stamp, a CPC courier Bill of Lading, or a CPC express post

label that clearly indicate that the Proposal was mailed prior to the RFP Closing Date, i.e. no later than midnight the day preceding the RFP Closing Date. The Bidder is therefore advised to request that CPC date-stamp its envelopes. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

- 7.8 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.
- 7.9 Unless specified in the Data Sheet, Bidders are requested to present their Proposals 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.
- 7.10 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) Financial Statements:
If requested in the Data Sheet, DFATD requests that the Bidder's financial statements be submitted in a third sealed envelope clearly marked "FINANCIAL STATEMENTS", followed by the RFP reference number, project title and the RFP Closing Date.
 - (d) Outer envelope:
Bidders are requested to place the envelopes containing the technical and financial proposals, and financial statements, if applicable, 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.
- 7.11 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD's environmental initiatives and reduce waste.
- 7.12 With the exception of paragraph 7.14, 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.
- 7.13 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 7.1-7.10 (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.
- 7.14 A Proposal that is requested to be withdrawn in accordance with paragraph 7.13 will be returned unopened.

***Withdrawal,
Substitution, and
Modification of
Proposal***

- 8. Preparation of Proposal**
- 8.1 In preparing their Proposals, 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 Proposals, 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 Proposals. 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 Proposals. If a 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 following 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 Proposals 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; or
 - (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.

- 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, overseas costs for Personnel on long-term assignment and costs of Contractor(s) must appear only in the financial proposal. The financial proposal must be prepared using form FIN-1.

- 10.2 FIN-1 must be provided with the Proposal. If the Bidder does not provide FIN-1 or does not comply with the provisions of paragraph 10.8, Pricing Basis, the Proposal will be rejected.

***Reimbursable
Expenses***

- 10.3 Bidders are required to estimate Reimbursable Expenses that they will incur in the realization of the project in Canada and in the Recipient Country by filling in form FIN-3. With the exception of Local Support Staff, reimbursable expenses should not contain any elements of Fees, costs of Contractor(s), if any, or overhead/ indirect costs. Bidders' budgetary estimates of Reimbursable Expenses will not be evaluated. They will be subject to negotiation prior to contract award and subject to DFATD approval prior to reimbursement, which will be at cost.

- 10.4 The following Reimbursable Expenses, if applicable, are to be provided using FIN-3:

[The National Joint Council Travel Directive, and the Special Travel Authorities serves as a ceiling for unit prices of certain Reimbursable Expenses]

- (a) Travel and Living Expenses: for the Personnel categories identified in paragraph 10.8 (c), the cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive:
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, wherever possible, the services of Canadian carriers. The Consultant will endeavour to obtain the lowest possible airfare, such 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 will need 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 have to be documented in the Consultant's project file;
 - (ii) the cost of meals, incidentals and private vehicle usage, in accordance with 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;
 - (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, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;

- (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";
 - (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>
- (b) purchase and transportation costs of equipment and supplies required to carry out the project;
 - (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
 - (d) 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);
 - (e) bank transfer fees related to the execution of the project;
 - (f) the actual cost of salaries and fringe benefits for Local Support Staff, excluding Local Professionals;
 - (g) allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
 - (h) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
 - (i) field office expenses, including:
 - (i) actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
 - (ii) actual and Reasonable Costs of vehicles purchase or rental required for the project, and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and
 - (iii) actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan).
 - (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of the Personnel and Contractor(s), related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan); and
 - (k) other Reimbursable Expenses specified in the Data Sheet.
- 10.5 Any other Reimbursable Expenses required to carry out the project, which are not considered to be Fees, overseas costs for Personnel on long-term assignment, costs of Contractor(s) or overhead/indirect costs and that are not included in the above categories may be negotiated at the time of contract award.
- 10.6 (reserved)
- Available Funding** 10.7 Where the available funding is specified in the Data Sheet, the financial proposal (FIN-1 + FIN-3) should not exceed the funding available.
- Pricing Basis** 10.8 Bidders must submit their financial proposals in accordance with the following pricing basis:

- (a) Fees: For each individual or Personnel category to be employed under the project, indicate the proposed Fees based on 7.5 hours/day. Secretarial, typing and administrative costs are considered part of overhead unless directly related to project activities.

The following cost elements, if any, must be included in the Fees:

- (i) Direct salaries - means the amounts paid to individuals for actual time directly worked under the Contract;
 - (ii) Employee fringe benefits - means 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, War Risk Accidental Death and Dismemberment insurance, vaccination, etc.;
 - (iii) Overhead/ indirect costs – means the following costs originating from the Bidder's Head Office (non-project specific):
 - Advertising and promotion ;
 - Amortization/ depreciation;
 - Bank charges ;
 - Board activities;
 - Business development activities;
 - Capital taxes;
 - Communication;
 - 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, Commercial general liability, and Errors and omissions liability);
 - Internal or external audits of the Bidder;
 - Memberships and subscriptions;
 - Office supplies, furniture and equipment in Canada;
 - Bidder restructuring costs;
 - Professional fees relating to the administration of the Bidder (e.g. legal, accounting, etc.);
 - Proposal preparation activities;
 - Office rent and utilities in Canada;
 - Repairs and maintenance expenses in Canada;
 - Review and negotiation of agreements;
 - Salaries and fringe benefits related to the administration of the Bidder;
 - Staff recruitment;
 - Strategic planning activities;
 - Travel ;
 - Workstations, including computers;
 - Other indirect/ overhead type of expenditures related to the Bidder's office(s) in Canada;
 - Exchange rate fluctuation.
 - (iv) Profit
- (b) Overseas costs for Personnel on long-term assignment:
- 1) Monthly Rate(s): For each individual under the category of Personnel assigned to the project in the Recipient Country for 12 or more consecutive months, the Bidder must indicate a firm all-inclusive monthly rate for each year that includes the following cost items as applicable. The average monthly rate is not to exceed the ceiling amount indicated in the Datasheet.
 - (i) Housing: cost a house/apartment as well as related expenses, which may include refurbishment, if applicable, and hotel accommodation at arrival and until permanent accommodation is

available;

(ii) Basic utilities: costs of basic utilities such as water costs; sewage; gas; electricity; rental and repair of meters; garbage collection; primary fuel used for cooking; pest control where required by local laws;

(iii) Other expenses required by the Personnel while in the Recipient Country such as clean drinking water, storage and security services;

2) Relocation costs for Personnel on long-term assignment:

For each individual under the category of Personnel assigned to the project in the Recipient Country for 12 or more consecutive months, the Bidder must indicate a firm cost for mobilization and demobilization. This cost includes the following items as applicable.

(i) Travel - relocation: cost of travel and living while on travel status to and from the project location at the commencement and completion of the project;

(ii) Relocation expenses: the relocation expenses for packing, transport, shipping, en route storage, delivery and unpacking of the household effects. The Consultant is responsible for any related custom duties and insurance charges.

(c) Personnel categories to be used:

(i) Personnel assigned to the project in Canada or in the Recipient Country on Travel Status (less than 12 consecutive months in the Recipient Country);

(ii) Personnel assigned to the project in the Recipient Country on long-term assignment (12 consecutive months or more); and

(iii) Local Professionals (excluding Local Support Staff).

(d) Costs related to Contractor(s), if applicable.

(e) Administrative mark-up rate, if applicable, as specified in the Data Sheet.

**Provision for
Multi-year
Contract**

10.9 The Fees and monthly rates must be expressed as fixed annual Fees and rates by year (i.e. Year 1, Year 2, Year 3, etc.).

10.10 The total Fees of the 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.

10.11 If the Personnel is added after Contract award, the Consultant is requested to propose fixed annual Fees for the remaining Contract period. Once DFATD accepts the proposed individual and the Fees, the fixed annual Fees will become effective on:

(a) the Contract anniversary date; or

(b) if the date has passed, the date of the first workday for which the Consultant invoices DFATD after the Contract anniversary date.

Currency

10.12 Bidders must provide the price of the Services in Canadian dollars (CAD).

Taxes

10.13 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.

10.14 For the purpose of Proposal evaluation, all taxes are excluded.

10.15 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**

10.16 Cost of the Contract is comprised of the total Fees, overseas costs for Personnel on long-term assignment, costs of Contractor(s) 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, 11.25, 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 proposals. 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 consultants. All Proposals will be treated as confidential, in accordance with paragraph 20, 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***

***Evaluation of
Technical
Proposals***

- 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.
- 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 datasheet will be rejected and the financial proposal will remain unopened.
- 11.11 Only work experience of the Bidder will be assessed. In the 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 proposals 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, overseas costs for Personnel on long-term assignment, and costs of Contractor(s), if applicable, and the administrative mark-up cost, if specified in the Data Sheet will be considered in the financial evaluation. The Reimbursable Expenses will not be evaluated and will be subject to negotiation with the selected Bidder.
- 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 proposals (FIN-1) all Personnel and Contractor(s), if applicable, 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 available funding is specified in the Data Sheet and the Bidder’s financial proposal exceeds the funding available, DFATD may enter into negotiation with the Bidder on Reimbursable Expenses to arrive at a resultant contract price which is equivalent or lower than the amount of available funding. Should the negotiation not result in a contract price that is equal to or lower than the amount of available funding, the Bidder’s proposal may not be given further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.
- 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.
- 11.20 When technical and financial evaluations are completed, Proposals will be evaluated for the award of additional bonus points relating to the Aboriginal Supplier Incentive specified in paragraph 11.21.

***Aboriginal
Supplier
Incentive***

- 11.21 DFATD supports the use of Aboriginal individuals or firms as Personnel or Contractors and has developed an Aboriginal Supplier Incentive process to encourage this practice. In this process, Bidders will be awarded evaluation points (up to a maximum of 50 points which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated and when Aboriginal direct hiring and/ or sub-contracting are proposed.
- 11.22 The Department of Aboriginal Affairs and Northern Development Canadian Supplier Inventory, which is accessible at <http://www.aadnc-aandc.gc.ca/>, will be used by DFATD to determine if the Personnel and/ or proposed Contractors are indeed Aboriginal persons.
- 11.23 A maximum of 50 points will be awarded on a pro-rata basis by using the overall total value of the Bidder’s Proposal, both Fees and Reimbursable Expenses, as the basis of comparison. The bonus points will be determined by

dividing the total value of the Aboriginal component as declared in FIN-2 against the overall total value of the Bidder's Proposal. For example, a Proposal which has \$100,000 value for the Aboriginal component against a total value of \$1,000,000 will be awarded 5 additional points $[(\$100,000/\$1,000,000) \times 50 \text{ points} = 5 \text{ points}]$. Only when a Proposal is entirely Aboriginal will the 50 points be awarded.

11.24 The format to be used in presenting information for this process is provided in FIN-2, Aboriginal Supplier Incentive, and should be placed in the same envelope as the financial proposal. If FIN-2 is missing, the Bidder will not be awarded any points for the Aboriginal Supplier Incentive.

**Price
Justification**

11.25 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 (2) years; or
- (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) A price breakdown of the overseas costs for Personnel on long-term assignment and of the administrative mark-up rate; or
- (d) 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 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 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 from an Approved Financial Institution drawn in favour of DFATD, 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 *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.**

The Bidder must meet any 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 licensed to operate in Canada 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) **Aboriginal status**

DFATD may request Bidders to provide official certification as to the Aboriginal status of Personnel and Contractors.

(f) **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 and DFATD may initiate negotiations with the next highest-ranking Bidder.

14.2 Typical areas of negotiation may include:

(a) Fees and overseas costs for Personnel on long-term assignment:

In a competitive environment, Fees and overseas costs for Personnel on long-term assignment proposed in the selected Bidder's financial proposal, which were part of the financial evaluation, are not normally subject to negotiation. However, DFATD reserves the right to request support for the proposed Fees and/or for a breakdown of the overseas costs for Personnel on long-term assignment and to negotiate down any and all Fees and/or overseas costs for Personnel on long-term assignment to ensure that fair value is obtained.

(b) Reimbursable Expenses

All Reimbursable Expenses, listed in paragraph 10.4, are negotiable.

(c) Advances as specified in paragraph 17.

(d) Local tax payment and reimbursement mechanism.

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 are 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 propose 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.

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|---|------|---|
| 16. Performance Security | 16.1 | To guarantee the Consultant's performance, within 28 Days of the signature of the Contract, the Consultant or any Member must provide the performance security as specified in the Data Sheet. |
| | 16.2 | All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense. |
| 17. Advances | 17.1 | The Data Sheet specifies whether DFATD will permit advance payments to the Consultants under the Contract resulting from this RFP. A detailed list of expenses eligible for advance payments, if any, is specified in the Data Sheet. |
| | 17.2 | Bidders are requested to indicate in their financial proposals the amount and nature of advances that will be required by them to undertake the Contract. The Bidder's request for advances will not be evaluated. However, requested advances may be subject to negotiation prior to Contract award. |
| | 17.3 | DFATD will not issue an advance until the Consultant provides DFATD with an ISLC acceptable to DFATD in form and content. An ISLC will be drawn in favour of DFATD and issued by an Approved Financial Institution and will be in place before any advance is made and remain in effect until all advances are fully liquidated. The ISLC is always for an amount equal to one hundred (100) percent of the maximum possible outstanding amount of advance payments at any given time during the execution of the Contract. |
| | 17.4 | During the negotiation stage, DFATD may request confirmation of the Bidder's ability to obtain the necessary advance security as stipulated in paragraph 17.3. Failure to do so by the date stipulated by DFATD will result in the selected Proposal being given no further consideration. DFATD reserves the right to initiate negotiations with the next highest-ranking Bidder. |
| 18. Notification/ Debriefing of unsuccessful Bidders | 18.1 | After completing negotiations and awarding the Contract to the selected Bidder, DFATD will publish the award of the Contract on GETS and on the DFATD website. |
| | 18.2 | 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 limiting to communication and/or transportation costs, are the responsibility of the Bidder. |
| | 18.3 | Bidders may also request the name of the successful Bidder, the total marks obtained by the successful Bidder in each of the three 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 <i>Privacy Act</i> . |
| 19. Commencement of Services | 19.1 | The Consultant is expected to commence provision of Services within the delay specified in the Data Sheet. |
| | 19.2 | 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. |
| 20. Confidentiality | 20.1 | Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the <i>Access to Information Act</i> , the <i>Privacy Act</i> , and the <i>General Records Disposal Schedule of the Government of Canada</i> . |

**21.
Rights of
DFATD**

- 21.1 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 Proposals;
 - (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

Note: The paragraph numbers indicated in the left hand column refer to the related paragraphs in the previous section, Instructions to Bidders.

Paragraph Reference	
Definitions (s)	For the purpose of this RFP, the following positions are also included as Local Support Staff: <ul style="list-style-type: none"> • Admin Assistant • Logistics Assistants
Definitions (cc)	The Recipient Country is Indonesia
Definitions (ee)	The RFP Closing Date is April 21, 2015 at 14:00 hrs, Eastern Daylight Saving Time (EDT).
1.5	Bidders' Conference: YES__ NO_✓_ Site tour: YES__ NO_✓_
1.6	Visit can be arranged: YES__ NO_✓_
1.6, 6.2, 11.1 and 13.1	DFATD Point of Contact is: Frank Loop Senior Contracting Management Services Officer Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4 Telephone: 343-203-5436 Facsimile: 819-953-8606 Email: frank.loop@international.gc.ca
2.3	Location of contract negotiation: Gatineau, Quebec
7.2	Bidder is requested to submit: <ul style="list-style-type: none"> • Technical proposal: The original and 4 copies and 1 soft copy (in a USB or CD-ROM) • Financial proposal: The original and 2 copies <p>In the event of a discrepancy between the electronic version and the paper version, the original paper version prevails.</p>
7.9	Page size other than 8.5" X 11" or A4 is acceptable: YES__ NO_✓_
7.10 (c)	Financial statements are to be included in the Proposal: YES__ NO_✓_
8.2	Additional documentation is available: YES__ NO_✓_
9.6	Cross-referencing is recommended:

	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>																																										
9.8 (c) and 11.19	<p>A fixed number of person-days is required for the following Personnel positions:</p> <table border="1"> <thead> <tr> <th>Position</th> <th>Level of Effort</th> </tr> </thead> <tbody> <tr> <td colspan="2">Based in Indonesia:</td> </tr> <tr> <td>Project Director (Based in Jakarta)</td> <td>1320</td> </tr> <tr> <td>Deputy Director (Based in Sulawesi)</td> <td>1320</td> </tr> <tr> <td>Senior LREDSF Advisor (Based in Jakarta)</td> <td>1320</td> </tr> <tr> <td>Local Investment Climate Advisor</td> <td>400</td> </tr> <tr> <td>Local Business Development Services and SME Advisor</td> <td>400</td> </tr> <tr> <td>(10) District Facilitators</td> <td>(1100 per District Facilitator) 11000</td> </tr> <tr> <td>(2) Provincial Coordinators</td> <td>(1100 per Provincial Coordinator) 2200</td> </tr> <tr> <td>Local Gender Equality Advisor</td> <td>660</td> </tr> <tr> <td>Sulawesi Office Manager</td> <td>1100</td> </tr> <tr> <td>(2) LRED Responsive Innovation Fund Finance Assistants</td> <td>(1100 per LRED Responsive Innovation Fund Finance Assistant) 2200</td> </tr> <tr> <td>LRED Responsive Innovation Fund Coordinator</td> <td>1100</td> </tr> <tr> <td>Information Systems Assistant</td> <td>1100</td> </tr> <tr> <td>Finance Officer</td> <td>1100</td> </tr> <tr> <td>Jakarta Project Office Manager</td> <td>1320</td> </tr> <tr> <td colspan="2">Based in Canada:</td> </tr> <tr> <td>Project Coordinator</td> <td>264</td> </tr> <tr> <td>RBM Specialist</td> <td>132</td> </tr> <tr> <td>GE Specialist</td> <td>132</td> </tr> <tr> <td>Environment Specialist</td> <td>132</td> </tr> </tbody> </table>	Position	Level of Effort	Based in Indonesia:		Project Director (Based in Jakarta)	1320	Deputy Director (Based in Sulawesi)	1320	Senior LREDSF Advisor (Based in Jakarta)	1320	Local Investment Climate Advisor	400	Local Business Development Services and SME Advisor	400	(10) District Facilitators	(1100 per District Facilitator) 11000	(2) Provincial Coordinators	(1100 per Provincial Coordinator) 2200	Local Gender Equality Advisor	660	Sulawesi Office Manager	1100	(2) LRED Responsive Innovation Fund Finance Assistants	(1100 per LRED Responsive Innovation Fund Finance Assistant) 2200	LRED Responsive Innovation Fund Coordinator	1100	Information Systems Assistant	1100	Finance Officer	1100	Jakarta Project Office Manager	1320	Based in Canada:		Project Coordinator	264	RBM Specialist	132	GE Specialist	132	Environment Specialist	132
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9.9	<p>The Bidder can propose alternative Personnel:</p> <p>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>																																										
10.4	<p>In addition to the listed eligible reimbursable expenses in ITB 10.4, the Bidder is requested to include the following expenses in FIN-3:</p> <ul style="list-style-type: none"> • Innovation Fund 																																										
10.7 and 11.17	<p>Available funding</p> <p>The available funding for the Contract resulting from this RFP is \$17,300,000 CAD, excluding Applicable Taxes. This disclosure does not commit DFATD to paying the funding available.</p>																																										
10.8 (b) 1)	<p>The ceiling monthly rate for Personnel on long-term assignment is \$5,000 CAD per month for Personnel based in Jakarta and, and \$2,500 CAD for Personnel based in Sulawesi.</p>																																										
10.8 (d)	<p>Administrative mark-up : Yes: <input checked="" type="checkbox"/> No : <input type="checkbox"/></p> <p>The Administrative mark-up to be applied to the Sub-consultants and Contractors determined during project implementation includes :</p> <ul style="list-style-type: none"> • Overhead expenses • Profit <p>This rate will be applied as follows :</p> <table border="1"> <thead> <tr> <th></th> <th>Application of the rate</th> </tr> </thead> <tbody> <tr> <td>Sub-consultants assigned to the project</td> <td>Fees invoiced by the Sub-consultants</td> </tr> <tr> <td>Contractors</td> <td>Costs invoiced by the Contractors</td> </tr> </tbody> </table>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors																																				
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	<p>*When an employee is added during the contract, the Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the Personnel as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p>																
<p>11.3</p>	<p>Selection Method:</p> <p>Best value adjusted for cost: The technical proposal is awarded a maximum of 700 points or 70 percent of total possible 1,000 points, and the financial proposal is awarded a maximum of 300 points or 30 percent.</p> <p>If Aboriginal direct hiring and/ or Contractors are proposed, Bidders will be awarded evaluation points (up to a maximum of 50 points, which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated.</p> <p>The Bidder whose Proposal obtained the highest combined technical and financial score will be invited for negotiations unless there is less than 10 points (1 % of 1000 total evaluation points) between that Bidder and the lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.</p>																
<p>11.10 and 11.13</p>	<p>The minimum technical score required is a Passing Mark of 420 (60%). Only Proposals that achieve a minimum technical score are considered compliant.</p>																
<p>11.19 and 12.4 (d)</p>	<p>Evaluation of Financial Proposals</p> <p>Fixed:</p> <p>The total Financial proposal to be evaluated will be the sum of FIN-1A and FIN-1B.</p> <p>FIN-1A is the sum of the total cost of Fees and the total overseas costs for Personnel on long-term assignment.</p> <p>i) The total cost of Fees will be calculated by adding the sub-totals of costs related to the Bidder’s average Fees multiplied by DFATD’s fixed level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A.</p> <p>ii) The total overseas costs for Personnel on long-term assignment is calculated by multiplying the average all-inclusive monthly rate by the number of months identified by DFATD and the total cost of relocation (mobilization/demobilization).</p> <p>Should the bidder provide an average monthly rate higher than the ceiling rate indicated in the Datasheet under paragraph 10.8 (b) 1):</p> <ul style="list-style-type: none"> • For evaluation purposes, DFATD will use DFATD’s ceiling monthly rate to calculate FIN-1A. • For contracting purposes, the rate per year to be indicated in the resulting contract will be calculated on a pro-rata based on the ceiling rate as indicated below. <p>For example: For the purpose of the example, the ceiling rate is \$1800 and Bidder B is the winning bidder.</p> <table border="1" data-bbox="451 2091 1333 2163"> <thead> <tr> <th>Bidder</th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Average rate</th> </tr> </thead> <tbody> <tr> <td>Bidder B</td> <td>\$2100</td> <td>\$2250</td> <td>\$2400</td> <td>\$2250</td> </tr> </tbody> </table> <p>Should Bidder B’s average rate exceeds the ceiling rate, DFATD will calculate the pro-rata ratio by dividing the ceiling rate by Bidder B’s average rate (up to 2 decimal numbers). The monthly rates for year 1, 2 and 3 will be prorated using the calculated ratio. For the purpose of the example, the following table shows the adjusted rates: Ratio: ceiling/average = 1800/2250 = 0.80</p> <table border="1" data-bbox="415 2400 1370 2472"> <thead> <tr> <th>Adjusted Year 1</th> <th>Adjusted Year 2</th> <th>Adjusted Year 3</th> </tr> </thead> <tbody> <tr> <td>2100*0.80 = \$1680</td> <td>2250*0.80 = \$1800</td> <td>2400*0.80 = \$1920</td> </tr> </tbody> </table>	Bidder	Year 1	Year 2	Year 3	Average rate	Bidder B	\$2100	\$2250	\$2400	\$2250	Adjusted Year 1	Adjusted Year 2	Adjusted Year 3	2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920
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Bidder B	\$2100	\$2250	\$2400	\$2250													
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	<p>The adjusted monthly rates will be incorporated in the resulting contract.</p> <p>Should the Bidder include any positions, other than those identified by DFATD, they will be deemed not included in the Bidder's financial proposal. The costs associated with these positions will not be taken into consideration in the financial evaluation nor will they be included in the resulting contract.</p> <p>Costs related to Contractors and Personnel, other than those identified by DFATD, may be determined during implementation and will not exceed the budget set-aside specified under FIN-1B.</p>
11.14	<p>FIN-1B - Competed mark up: Administrative mark-up cost</p> <p>The evaluated administrative mark-up cost FIN-1B will be calculated by applying the Bidder's mark-up rate, as indicated in FIN-1B, to the budget set-aside for the cost of other personnel and contractors to be determined during project implementation using the following formula:</p> $\text{Administrative mark-up cost} = \text{budget set-aside} \$ \times \frac{\% \text{ of mark-up rate}}{(1 + \% \text{ of mark-up rate})}$
11.15	<p>Scoring of financial proposals:</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 300 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 300 points for its financial proposal. All other technically compliant Bidders' financial score will be calculated as follow:</p> $\text{Bidder B's financial score} = \frac{\text{Bidder A's financial price}}{\text{Bidder B's financial price}} \times 300$
11.16	The clause is applicable: YES ___ NO <input checked="" type="checkbox"/>
13.1(c)	The Bidder is subject to security requirements: YES ___ 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

	<p>for a period of at least 12 months after the completion or termination of the Contract; and</p> <p>b) 30 Days written notice of cancellation.</p> <p>3. Health Insurance</p> <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Intercultural Training Centre, pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that members of its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or contractors for medical reasons.</p> <p>4. 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> <ol 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.
16.1	The performance security is to be in the amount of 10 percent of the total contract value in the form of an Irrevocable Standby Letter of Credit (ISLC) acceptable to DFATD. The ISLC must remain valid for 6 months after the completion of the Services.
17.1	<p>Advance payments may be permitted: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following types of expenses are eligible for advance payment:</p> <ol style="list-style-type: none"> (a) Expenses associated with setting up a new local office in the Recipient Country; (b) Long-term leases for offices; (c) Procurement of manufactured equipment (project assets); (d) Costs associated with students and trainees as specified in DFATD's Management of Students and Trainees in Canada: Manual for Executing Agencies. (e) Innovation Fund
19.1	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 in the preparation of their Proposals. 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 Proposal validity is 180 days after the closing date of the RFP.	
The Bidder has submitted only one proposal in response to this RFP. (ITB 4.4)	
The Proposal is submitted by mail to: DFATD Bid Receiving Unit c/ o Mailroom, 1st Floor Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec Canada K1A 0G4 or by hand to : DFATD Bid Receiving Unit Department of Foreign Affairs, Trade and Development 15 Maisonneuve Blvd Gatineau, Québec Canada	
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 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 evaluation criteria, if any, specified in Section 5, Evaluation Criteria.	
No information related to Fees, overseas costs for Personnel on long-term assignment and costs of Contractor(s) appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.8).	
The Fees for Personnel and monthly rates are expressed on a yearly basis (i.e. Year 1, Year 2,	

Year 3, etc.).	
The Financial proposal 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, 11.25, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.	
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 the 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 (or as specified in the Data Sheet) 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?	
If requested in the Data Sheet, have financial statements been submitted in a third sealed envelope clearly marked "Financial Statements"?	
Have the envelopes containing the technical and financial proposals, and financial statements, if applicable, been placed in an outer envelope and sealed?	
Does the outer envelope bear: <ul style="list-style-type: none"> - 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 7.13?	
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 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?	
Has the technical proposal conformed to the specified page limits as indicated in section 5, Evaluation Criteria?	
Financial Proposal	
If Aboriginal direct hiring and/ or sub-contracting is proposed, has the Bidder completed FIN-2?	
Has the Bidder provided estimate of Reimbursable Expenses that will be incurred in the realization of the project in Canada and in the Recipient Country by filling in the form FIN-3?	
Does the Bidder's price exclude all Applicable Taxes? Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimated amount in the financial proposal separately.	
Has the Bidder indicated in its financial proposal the amount and nature of advances that it will require in undertaking the Contract, if any?	

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 be identified by checking the appropriate box below.

The Proposal to the Department of Foreign Affairs, Trade and Development is for the provision of Services in relation to: National Support for Local Investment Climates / National Support for Enhancing Local and Regional Economic Development.

From (please print): Bidder's Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

Title (Please Print)

The Bidder 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 the paragraph 9.2 of the RFP.

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

1. CANADIAN STATUS

The Bidder hereby certifies as to its status as a Canadian legal entity:

- (a) the Bidder is a Canadian citizen or Canadian permanent resident; or
- (b) the Bidder is a for-profit legal entity created under Canadian law and with a Place of Business in Canada;
or
- (c) the Bidder is a not-for-profit legal entity created under Canadian law and with a Place of Business in Canada.

2. 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 for the purpose of this RFP and subsequent Contract, it will not employ public servants in activities that might subject public servants to demands incompatible with their official duties or cast doubt on their ability to perform their duties objectively. The Bidder also certifies that it will not hire directly, or through a third party, former public servants during their one-year cooling-off period where this would constitute a violation of post-employment measures under the Policy on Conflict of Interest and Post-Employment that complements the Values and Ethics for the Public Sector.

3. 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).

4. 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?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).

5. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, the 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 an unfair advantage exists.

6. 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 practice" 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 practice" 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*.

7. LOBBYIST

The Bidder 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 *Lobbying Act*.

8. LANGUAGE CAPABILITY

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

I, the Bidder, by submitting the present information to the Point of Contact, certify that the information provided is true as of the date indicated below. The certifications provided to DFATD are subject to verification at all times. I understand that DFATD will declare a Proposal non-responsive, or will declare a Consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period or during the contract period. DFATD will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by DFATD will also render the Proposal non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the Proposal solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.
 - OR
 - A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a consortium or a joint venture.
- OR
- B2. The Bidder is a consortium or a joint venture. Each Member must provide in the Proposal a completed TECH-2.

12. ABORIGINAL FIRM

For this RFP, to be considered an Aboriginal business, a firm must meet the following criteria:

- (a) at least 51 percent of the firm is owned and controlled by Aboriginal persons; and
- (b) at least one third of the firm's employees, if it has 6 or more full-time staff, must be Aboriginal persons.

If a firm is starting a consortium or joint venture, at least 51 percent of the consortium or joint venture must be controlled and owned by an Aboriginal business or businesses, as defined above.

AND

Which certifies in proposal documentation that meets the above eligibility criteria, agrees to comply with required Aboriginal content in the performance of the Contract, and agrees to furnish required proof and comply with eligibility auditing provisions.

- The Bidder is not Aboriginal.

- **OR** -

() The Bidder is Aboriginal.

If the Bidder is subject to the Aboriginal Supplier Incentive, please complete the certification below and provide the information required in FIN-2.

I/ We hereby certify _____ (*Name of individuals or firms who act as Personnel, Local Support Staff and/ or Contractors*) is/ are Aboriginal firm or individuals as defined in this TECH-2 and that _____ (*insert value of Aboriginal component*) represent the Fees/ services/ supplies that I/ We will provide to the Bidder. I/ We am/ are aware that DFATD reserves the right to verify any information provided in this regard and that untrue statements may result in the Proposal being declared non-compliant, or in any action which DFATD may consider appropriate. I/ We all certify that I/ We are in compliance with the above requirements.

13. 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 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.

Each project should be 50% complete or more in terms of costs incurred, as of the RFP closing date.

Project name:		Recipient Country:	
Approximate project value:		Project location within country:	
Name of Bidder who performed services:		Personnel provided: No. of Personnel: No. of person-days:	
Name of client/ funding agency: Name of contact person: Telephone number:			
Start date (month/ year):	Completion date (month/ year):	Approx. value of services: Fees: Reimbursable Expenses: Actual costs incurred to date:	
Name of associated firm(s), if any:		No. of person-days provided by associated firm(s):	
Senior/ key Personnel involved and functions performed:			
Detailed narrative description of project			
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

NOT APPLICABLE FOR THIS RFP

**FORM TECH- 6
PERSONNEL
FORM TECH-6A**

CURRICULUM VITAE FOR PROPOSED PERSONNEL

<u>Position:</u>
<u>Name and citizenship:</u>
<u>Education:</u> <i>Degrees received, name of the university, and pertinent dates (month/year)</i>
<u>Professional development:</u> <i>Continuous training Professional certification or accreditation</i>
<u>Present employer and position:</u> <i>Length of service with current employer (Start date: month/ year) and status (permanent, temporary, contract employee, associate, etc.)</i>
<u>Former Canadian Public Servant and Conflict of Interest:</u> <i>Is/ will the proposed individual 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 individual comply with the provisions of the Conflict of Interest provisions contained in TECH-2?</i>
<u>Language Requirement:</u> <i>Language(s) spoken, read and written by the proposed individual, and his/her 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</i>
<u>Experience:</u> <i>An history of employment and assignments in reverse chronological order with a narrative description of each employment/assignment in accordance with the rated criteria detailed under the Proposed Personnel, in section 5, including but not limited to : <u>Employment/Assignment:</u> position, roles and responsibilities, value, (Start date: month/ year) and Completion date: month/ year), location, etc. <u>Project:</u> title, brief description, sector, value, duration (Start date: month/ year) and Completion date: month/ year), sectors of expertise, location, Recipient Country, client/funding agency, stakeholders, etc. <u>Pertinent experience:</u> services provided by the proposed individual, contribution to the achievement of project results, skills, experience, activities, etc. <u>Reference(s):</u> name, title, phone and email.</i>
<u>List of publications/ presentations, if applicable:</u>

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

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 daily 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:

The Bidder must provide a firm all-inclusive daily Fee **for each year** for the positions of Personnel identified below only. The Bidder cannot add any other positions.

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 \$	Year 4 Firm all-inclusive daily Fees \$	Year 5 Firm all-inclusive daily Fees \$	Year 6 Firm all-inclusive daily Fees \$	(LOE) Fixed by DFATD (Days)	Sub-Total Estimated Cost = Average of (year 1, 2 ,3, 4, 5 and 6) x Total LOE
Indonesia									
	Project Director							1320	
	Deputy Director							1320	

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 \$	Year 4 Firm all-inclusive daily Fees \$	Year 5 Firm all-inclusive daily Fees \$	Year 6 Firm all-inclusive daily Fees \$	(LOE) Fixed by DFATD (Days)	Sub-Total Estimated Cost = Average of (year 1, 2 ,3, 4, 5 and 6) x Total LOE
	Senior LREDSF Advisor							1320	
	Local Investment Climate Advisor							400	
	Local Business Development Services (BDS) and SME Advisor							400	
	(10) District Facilitators							(1100 per District Facilitator) 11000	
	(2) Provincial Coordinators							(1100 per Provincial Coordinator) 2200	
	Local Gender Equality Advisor							660	
	Sulawesi Office Manager							1100	
	(2) LRED Responsive Innovation Fund Finance Assistants							(1100 per LRED Responsive Innovation Fund Finance Assistant) 2200	
	LRED Responsive Innovation Fund Coordinator							1100	
	Information Systems Assistant							1100	
	Finance Officer							1100	
	Jakarta Project Office Manager							1320	
Canada									
	Project Coordinator							264	
	RBM Specialist							132	
	GE Specialist							132	
	Environment Specialist							132	
	SUBTOTAL 1 (exclusive of any taxes)								

Costs for Personnel on long-term assignment

Guidance to Bidders:

The Bidder must provide a firm all-inclusive monthly rate and a total cost for relocation (mobilization and demobilization) for the Personnel assigned to the project in the Recipient Country for 12 or more consecutive months identified by DFATD.

Monthly rate (housing, basic utilities, other expenses)									
Personnel Resource Name	Personnel Position	Firm all-inclusive monthly rate						Number of months	Sub-total Cost=average of yr1-6 x Total number of months
		Y1	Y2	Y3	Y4	Y5	Y6		
	Project Director (based in Jakarta)							66	
	Deputy Director (based in Sulawesi)							66	
	Senior LREDSF Advisor (based in Jakarta)							66	
SUBTOTAL-2 (exclusive of any taxes) - Total (housing, basic utilities, other expenses)									\$
Ceiling for the monthly rate for the positions based in Jakarta									\$ 5,000
Ceiling for the monthly rate for the position based in Sulawesi									\$ 2,500

Cost of relocation				
Personnel Resource Name	Personnel Position	Mobilization (from home country to recipient country)	Demobilization (from recipient country to home country)	Sub-Total (mobilization + demobilization)
	Project Director			
	Deputy Director			
	Senior LREDSF Advisor			
SUBTOTAL – 3 (exclusive of any taxes) – Total Cost of relocation				\$

TOTAL COST FOR FIN -1A= SUBTOTAL-1 + SUBTOTAL-2 + SUBTOTAL-3

**FORM FIN-1B
ADMINISTRATIVE MARK-UP COST OF ADDITIONAL SUB-CONSULTANTS AND CONTRACTORS**

Guidance to Bidders:

The Bidder must provide its administrative cost for the management of the Sub-consultants and Contractors determined during project implementation.

Administrative mark-up rate	_____ %
Evaluated administrative mark-up cost $\$1.5 \text{ million} \times \frac{\% \text{ of mark-up}}{(1 + \% \text{ of mark-up})}$	FIN-1B = \$ _____
BUDGET SET-ASIDE FOR OTHER PERSONNEL* AND CONTRACTORS	\$1.5 Million, including the administrative mark-up.

*When an employee is added during the contract, Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the Personnel as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.

For example, see the table below:

	Base for applying the Mark-up rate	SAMPLE Administrative mark-up rate proposed by the Consultant (%)	Fees Billed to DFATD
Sub-consultants assigned to the project	Fees billed by the Sub-consultant	3%	Fees billed to Consultant by the Sub-consultant multiplied by 1.03
Contractors	Costs billed by the Contractor	3%	Costs billed to Consultant by the Contractor multiplied by 1.03
Employees of the Consultant			Fees proposed include a mark-up rate not exceeding the mark-up rate embedded in the all-inclusive firm fees submitted for the Personnel.

TOTAL OF THE FINANCIAL PROPOSAL = FIN-1A + FIN-1B

**FORM FIN-2
ABORIGINAL SUPPLIER INCENTIVE**

Identification of Aboriginal Person(s) to be employed by the Bidder

Individual's Name, Position and Address	All-inclusive Firm Daily Fees, \$	Number of Person-days	Total Fees (Fees x Person-days), \$
Total, \$			

Aboriginal Contractors to be utilized

Aboriginal Contractor's Name and Address	Service to be Provided	Fees only, \$
Total, \$		

FORM FIN-3 REIMBURSABLE EXPENSES

Guidance to Bidders:

The Bidder is requested to fill in the table below using ONLY the cost line items detailed below. Any costs that fall outside the line items below are not to be included and may be considered at the time of negotiation. The breakdown of the cost line items may be modified in accordance with the project. The Bidder is not to include any fees, cost of contractor(s) or overhead in the reimbursable expenses (except for Local Support Staff). The Bidder is requested to include a provision for inflation, if any, in the total cost

Indicative Reimbursable Expenses

Indicative Reimbursable Expenses				
#	Description	Units	\$, Per Unit	Sub-total, \$
a	Travel and Living			
	Transportation			
	Meals, incidentals and private vehicle			
	Visa costs			
	Accommodation			
	Other*			
b	Purchase and Transportation costs for			
	Equipment			
	Vehicles			
	Supplies			
c	Communication costs			
d	Translation, Interpreters and reproduction costs			
e	Bank charges			
f	Local Support Staff			
g	Allowances for DFATD award students and trainees			
h	Expenses of Counterpart personnel			
i	Field Office Expenses			
	Office			
	Vehicles			
	Other			
j	Training Expenses			
	Tuition			
	Textbooks and Manuals			
	Rent of training facilities			
	Presentation equipment and supplies			
k	Flow through			\$2,000,000 Innovation Fund
	Grand Total			

* 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". The Bidder is requested to provide a breakdown of these costs by identifying the nature and the estimated value.

Section 4. Terms of Reference

Annex A

PROJECT DESCRIPTION

National Support for Local Investment Climates / National Support for Enhancing Local and Regional Economic Development

Acronyms

ADB	Asian Development Bank
BAPPENAS	Ministry of National Development Planning
BPS	Central Bureau of Statistics
DFATD	Foreign Affairs, Trade and Development Canada
EIA	Environmental Impact Assessment
GDP	Gross Domestic Product
GE	Gender Equality
GIZ	German International Cooperation
GoI	Government of Indonesia
LRED	Local and regional economic development
LREDCT	Local and Regional Economic Development Coordination Team
LREDSF	Local and Regional Economic Development Support Facility
MSME	Micro, Small and Medium Enterprises
NGO	Non-Governmental Organization
OSS	One Stop Shops
PIP	Project Implementation Plan
PMF	Performance Management Framework
PSC	Project Steering Committee
IDR	Indonesian Rupiah
SEA	Strategic Environmental Assessment
SEG	Sustainable Economic Growth
SME	Small and Medium Enterprises
TA	Technical Assistance

1. Project Context

Indonesian Context

Indonesia is a lower middle-income country with a wealth of natural resources. With a population of 250 million, it is the world's most populated Muslim nation and its third largest democracy. Indonesia ranks 121 out of 186 on the United Nations Development Programme's 2012 Human Development Index (for comparison, Philippines ranks 114, Thailand 103 and Malaysia 64) and World Bank data indicates that 18.1 percent of the population lived on less than US\$1.25/day in 2010.

Due to sound macroeconomic policies and the domestic orientation of its economy, Indonesia weathered the recent global economic crisis relatively well, enjoying 6.2 percent growth in Gross Domestic Product in 2012. Nevertheless, economic growth is slowing¹ and more work is needed to make it sustainable and more widespread.

Consultations with interlocutors from the public and private sectors consistently identify poor coordination among different levels of government, weak local-government capacity, a complex regulatory framework and under-investment in infrastructure as key constraints to sustainable growth. They affect the overall investment climate, discouraging the entry and growth of the private business. In the World Bank's *Doing Business 2014*, Indonesia ranks low according to indicators for overall ease of doing business,² ranking 120 out of 189 economies. According to the World Bank's *Doing Business in Indonesia 2012*, the first country-specific sub-national report of the Doing Business series, business climates vary across the country³.

Indonesia is a young democracy grappling with the shift of power from the national to local level (provinces and districts/cities). The 'big bang' decentralization process began only 13 years ago. Local governments still lack capacity to meet new responsibilities for stimulating economic development and the national government needs to improve its guiding framework.

Within this context, the Government of Indonesia (GoI) has recognized the importance of local and regional economic development (LRED) in meeting its goals for national economic growth. The "National Medium-Term Development Plan 2010-2014" includes a local and regional economic development strategy that aims to improve local economic governance.⁴ It will improve coordination of development efforts, strengthen facilitating institutions, improve business regulations and licensing, promote infrastructure development, and increase involvement of the private sector.

Support for the development of micro, small and medium enterprises (MSMEs)⁵ also figures among the strategies Indonesia will use to reduce poverty through growth based on local and regional development. In 2012, MSMEs accounted for 57.48% of GDP and over 90% of employment.⁶ About 60% of MSMEs are owned by women⁷.

Government of Canada Context

Canada has a long history of support to governance and institutional reform in Indonesia and has funded a wide range of initiatives focused on the planning and implementation of decentralization. Partnerships have been developed with the major institutional players such as the Ministry of International Development Planning (BAPPENAS), the Ministry of Home Affairs and local governments. DFATD also has years of experience in providing support to sustainable economic growth, focused on private sector development and MSMEs through

¹ Growth slowed to 5.6% in 2013, according to the World Bank, and is projected to slip to 5.3% in 2014.

² The six indicators include: Starting a business; registering property; getting credit; paying taxes; trading across borders; protecting investors.

³ Business start-up procedures were more cumbersome in Manado, a major city in Sulawesi, than the other 13 cities surveyed across Indonesia. In 2008-2009, it took 11 procedures, 50 days, and 38.3% of income per capita for an entrepreneur to start a business in Manado, as compared with Yogyakarta in Java, which stood out as the easiest city to start a business, with 8 procedures, 43 days and 29% of income per capita.

⁴ More specifically, the LRED Strategy focuses on five areas: 1) Improving local economic governance through preparing policies and regulations that support LRED, improving planning, improving the provision of capital and business permits, improving private sector engagement in government policy and program formulation, and implementing M&E of local economic governance; 2) Improving the capacity of human resources for regional economic management by government and local/regional stakeholders; 3) Strengthening facilitation of LRED by integrating a range of government and non-government stakeholders at the national and local levels; 4) Improving collaboration for LRED by strengthening inter-regional co-operation and public-private partnerships; and, 5) Improving access to supporting infrastructure. The Ministry of National Development Planning (BAPPENAS) is the lead ministry for the strategy.

⁵ A broad definition of MSMEs is being used that includes production and marketing groups such as cooperatives and farmer or fisher groups. Households and micro-enterprises, which are important targets for poverty reduction and gender equality advancement, will be reached through these groups.

⁶ Figures are taken from the Central Bureau of Statistics (BPS) and the Ministry of Cooperatives and SMEs (MOCSME), respectively. In addition to their importance in creating jobs and income, MSMEs are important for creating opportunities for women.

⁷ Ministry of Women's Empowerment

the Ministry of Cooperatives and SMEs, associated local government offices and with business development service providers.

This project is an evolution of programming for Canada. It enhances the approach of learning at the local level to inform national level policies and programs for national impact. The project also combines Canada's experience with governance and MSMEs to support more effective processes for growth and development. The project assists the Government of Indonesia to achieve its goal of strengthening its role as facilitator, rather than an originator, of growth.

The project has been designed in consultation with BAPPENAS and other government and non-government stakeholders to ensure that it supports identified needs and works within the broader national LRED Strategy.⁸ BAPPENAS sees Canada's initiative as an important part of its overall plan to improve support to local governments for economic development. During the design process, BAPPENAS provided input. One outcome of the project specifically supports the implementation of the national LRED Strategy and links the work at the local level back to the national level, thus reinforcing progress made at both levels.

The project will work at the national level and at the local level, largely in two provinces and 10 districts /cities, on the island of Sulawesi, a region of eastern Indonesia where poverty is more severe than the national average and where Canada has a long-standing international development presence, as well as commercial interests.⁹ A geographic focus in Sulawesi will complement the support to LRED that other donors such as GIZ have been providing in Kalimantan and Java.

By working with national and local partners to strengthen local and regional planning and programming for national impact, the proposed project directly links to current Canadian policy directions on cooperation with Indonesia. State management and the business environment are key areas for Canadian programming. The project will help build economic foundations in Indonesia, contribute to strengthening the investment climate and help create more sustainable, competitive enterprises.

2. Current Status

Institutions and Recent Activities

At the national level, BAPPENAS has taken the lead in developing and implementing the national LRED Strategy, which advances both coordination and support for local governments. Under the strategy, BAPPENAS has created a Local and Regional Economic Development Coordination Team that brings together a range of national-level departments to coordinate their planning, implementation, monitoring, and evaluation of local and regional economic development programs. The Coordination Team consults with local governments and with the private sector, non-governmental organizations and donors through coordination forums at the national and local level. Since the Coordination Team consists of ministries responsible for key economic sector policies and large development programs, it is a main vehicle for replicating the successes of the local and regional economic development strategy across Indonesia.

A Local and Regional Economic Development Support Facility is also being developed by BAPPENAS. The Facility is currently establishing consultation forums and piloting the development of local economic profiles and local economic development master plans. It plans to make available expert advice and support tools, such as methods for value-chain analysis and development planning, to local governments and businesses.

Positive developments are also underway at the local level. For example, innovations such as One Stop Shops (OSS) are being put in place in provinces and cities to tackle the regulatory environment and simplify business licensing. New methods for coordinating regional economic development support, which bring together a wide range of local stakeholders to coordinate programs, are being tested.

Current Challenges

While there is growing awareness of the importance of LRED to achieving Government of Indonesia poverty reduction goals at both the national and local levels, local governments in Sulawesi face challenges in carrying out their role.

The current approach to supporting local economic development continues to be largely top down from the national level and very sector focused. This results in local governments remaining dependent on national government for both programming and funding—with limited ability to influence priorities or even to coordinate activities within their geographic area.

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⁸ The following institutions are being set up under the national LRED Strategy: an inter-ministerial team to coordinate implementation of national LRED programs (LREDCT), and the LRED Support Facility.

⁹ There is a possibility that two more provinces will be covered by one element of the project, under Immediate Outcome 1210, but this will be determined during implementation.

Contrary to the emphasis on the facilitation role of government in the LRED Strategy, there is a persistent belief in government that it needs to be actively involved in all aspects of the economy. Some enterprises even expect the government to take the lead. The role of facilitation by the government is not well understood or appreciated and the focus of government support to development often remains on a narrow band of traditional agricultural commodities rather than on commodities that have potential for profitable growth.

Moreover, the current level of knowledge and management capacity of local governments affects their abilities to plan and implement effective programming. Executive and legislative groups often do not agree or coordinate on LRED issues. Important elements of LRED, such as inter-regional cooperation and Public-Private Partnerships, are neglected. Furthermore, the regulatory environment remains a major obstacle to the growth of business, with local governments sometimes putting in place regulations without fully understanding their implications for growth. For example, they have often sought to generate local revenue through various licensing and tax-raising measures rather than to put in place transparent, clear regulations that facilitate sustainable economic development and generate revenue.

Finally, there are many challenges for MSMEs, recognized as key actors in local and regional economic development. Government support and facilitation is fragmented. While there is a Ministry of Cooperatives and Small and Medium Enterprises, several ministries have their own local economic development programs, thus making coordination and coherence difficult. Licensing procedures are burdensome and costly. Access to services beyond those supplied by donor-assisted development projects is limited. In addition, the cost of accessing information about the business environment and business opportunities is high.

3. Expected Results for the Project

Summary

This project aims to increase employment and incomes for poor men and women in Indonesia by improving the investment climate and supporting business development. Working with the Indonesian Ministry of Planning and other core ministries, the project aims to:

- address key constraints in business regulations at national and local levels;
- promote regional and national economic cooperation;
- support coordinated national support to local and regional economic development; and
- increase access to business development services.

For sustainability after the project, knowledge management activities will be undertaken to record lessons-learned and good practices, and to transfer knowledge from the project to relevant stakeholders at local and national levels.

The project will help the Government of Indonesia implement its local and regional economic development strategy. It will train and advise national and local government officials in regulatory reform and economic development planning that use mechanisms such as inter-regional cooperation and public-private partnerships. It will assist the development and implementation of economic planning and coordination tools used by the Local and Regional Economic Development Support Facility and provide funds for innovative local government programming that supports enterprise development. The project will also train and advise business development service providers that support enterprises in sectors with the potential for inclusive growth.

The project will be implemented at the national and local levels in Indonesia. Activities at the local level will focus on two provinces and 10 districts/cities on Sulawesi Island that will be selected during project inception.¹⁰

This is a capacity development project and employs a variety of measures that are collectively referred to as “technical assistance” (TA), including measures such as: training, mentoring, coaching, peer-to-peer assistance, and accompaniment, among others. The choice of the TA measure to be used for each output will be made during inception and work planning. The project will maximize the use of Indonesian TA as well as make every effort to ensure that skills and knowledge are transferred to build the capacity of Indonesian counterparts.

The Logic Model for the project is attached. Additional information per Intermediate and Immediate Outcome is provided below. These are the building blocks for the higher, ultimate project outcome; i.e.; increased employment and incomes for poor women and men in Indonesia.

Intermediate Outcome 1100: A strengthened investment climate that is gender responsive

This first broad outcome of the project serves the Indonesian LRED Strategy’s goal of improving local economic governance. The objective is to improve the ability of national and local governments to address key constraints in the regulatory environment and to increase the capacity of local governments to support coordinated economic development. Underpinning these two objectives, the project will help local governments to play their roles as facilitators of economic development where they support, guide and promote

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¹⁰ An additional two provinces and three districts may receive support through the activities funded under the LRED Support Facility and the responsive fund.

development while recognizing that a wide range of stakeholders are involved in this process. It will be important that national and local governments support assessments and subsequent activities that ensure that measures taken to improve the investment climate disadvantage neither women nor men.

Immediate Outcome 1110: Improved ability of national and local governments to address key constraints in business regulations and licensing that impede gender-responsive economic growth

The project will provide technical assistance (TA) to national and local governments to improve their abilities to tackle selected business regulations and licensing issues impeding growth.

The main areas of support are:

- TA will be provided to selected local governments to identify and address key constraints in areas such as rationalization of licensing, delivery of licenses through One Stop Shops, and drafting and harmonization of regulations.
- Where the source of the problem is a national level regulation, TA will be provided to national and local governments to resolve the issue. The Local and Regional Economic Development Coordination Team under Immediate Outcome 1210 will coordinate and facilitate resolution of the problem.

It is expected that 240 national and local level government officials will be trained in the above areas of support.

Immediate Outcome 1120: Increased capacity of local governments and enterprises to coordinate activities and sustainably connect and integrate into the regional and national economy

The project will provide TA to strengthen the capacity of local governments and enterprises to coordinate activities locally and across regional boundaries.

The main areas of support are:

- TA will be provided to strengthen local government consultations with a range of economic stakeholders, including civil society, private sector and other levels of government, to develop coherent local and regional economic development planning, implementation and monitoring and evaluation. The main local government partners will be the local government planning offices.
- TA will also be provided to support inter-regional cooperation for economic development, one of the National LRED Strategy priorities. The project will support inter-regional strategy development, sector development, and Public-Private Partnerships. Three sectors, agriculture, forestry and fisheries have been initially identified as the targets for this work and will be verified during inception.

It is expected that 600 local government officials will be trained and mentored in the use of analytical and planning tools for coordinated, inter-regional planning and implementation focused on selected sector development and the use of public-private enterprises.

Intermediate Outcome 1200: more sustainable, equitable and competitive enterprises

This second broad outcome of the project will support the creation of more sustainable enterprises through effective implementation of national government LRED support, LRED programs, and government and non-government business development services.

The project will support the LRED Support Facility to develop and use economic development support tools. It will support the LRED Coordination Team and its members to improve coordination of national programming being undertaken at the local level. An example of a national program is the Ministry of Fisheries' Minapolitan program, which encourages regional development through the acceleration of fisheries.

For business development services, the intent is to find pockets of potential sustainable economic opportunities where MSMEs can be fostered and methods can be developed to support their growth in key sub-sectors. Service delivery will then be strengthened, including in areas typically provided by non-government entities, such as business training and marketing services, and by government, such as improving access to finance, infrastructure and technology.¹¹ The project will also work to improve the dissemination of government information critical to enterprise development.

Immediate Outcome 1210: Improved ability of national-level agencies to support equitable local and regional economic development

The Project will work with national level agencies to improve the effectiveness of the programming being undertaken in support of LRED.

The main areas of support are:

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¹¹ Improved regulations and licensing are covered under Immediate Outcome 1110. Better planning of infrastructure projects is covered under Immediate Outcome 1220.

- TA will be provided to the LRED Support Facility (LREDSF) for the development, piloting and implementation of LRED support tools for local governments. LRED support tools include regulatory impact assessments, business climate surveys, value chain and market systems analysis; and planning and monitoring tools.
- TA will also be provided to strengthen the work of the LRED Coordination Team (LREDCT) for the coordination of LRED programs of national Ministries in the LREDSF pilot areas. TA will also be provided to support the coordination of national LRED programs in the provinces supported by the project.
- A \$2.0 million responsive Innovation Fund (the Fund) for national support to local government programming innovations that support enterprise development. The Fund will provide local governments involved in the Project with the incentive to strengthen/reform programming in support of local economic development.
- During the Project inception phase, the Consultant, in close consultation with Bappenas and DFATD, will develop the details of the Fund – its structure, operational procedures, and strategy. The design process and final details will be recorded in the PIP. It is expected the Consultant will consider the following key elements during the design of the Fund:
 - Fundable initiatives will be developed by local governments in accordance with Indonesian planning and budgeting guidelines and be supportive of local governments’ annual development plans.
 - A responsive Innovation Fund Committee will be set up in each province, chaired by the head of the provincial planning department, to oversee the selection, implementation and monitoring of initiatives financed by the Fund.
 - Each provincial Innovation Fund Committee (the Committee) should consider including a representative from Bappenas, district/city governments participating in the Project, and relevant economic stakeholders working with the Project.
 - National economic stakeholders may participate in the local initiatives financed by the Fund.
 - Proposed initiatives will be submitted by the provincial Committees to the LRED Coordination Team for consideration and approval.
 - The Consultant will provide technical assistance to the provincial Committees.
 - Only those local governments that meet governance and fiduciary thresholds will be eligible for the Fund. The Consultant, together with Bappenas and economic stakeholders (government, private sector, academic and civil society) will determine the thresholds.
 - The Project may provide technical assistance necessary for local governments to reach threshold levels, develop proposals, and implement initiatives, if necessary.
 - The Fund is to be additional to local governments’ planned activities and cannot be used as a substitute for these.
 - Local governments will be responsible and accountable for achieving the expected results of their initiatives.
 - The Fund is not meant to be sustainable beyond the end of the Project.

The Consultant will manage the implementation of the Fund in accordance with the provisions of the Treasury Board Directive on Transfer Payments.

It is expected that 220 staff of five Ministries and the LRED Support Facility and LRED Coordination Team will be trained and mentored in the above areas of support.

Immediate Outcome 1220: Increased access by enterprises to gender-responsive business development services

The Project will support government and non-government economic stakeholders to identify pockets of potential sustainable economic opportunities where MSME growth can be fostered. Work will be undertaken with government and non-government service providers¹² to develop demand-driven and gender-responsive services to the selected sub-sectors.

The main areas of support expected are:

- TA will be provided to government and non-government economic stakeholders to facilitate the selection of sub-sectors with growth potential. The goal is to select sub-sectors that have potential for increased productivity and performance, which will maximize economic opportunities in the local economy.¹³ The focus on specific sub-sectors will ensure the services are not too generic but are demand driven.

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¹² Examples of non-government service providers include banks, universities, business associations, cooperatives and non-governmental organizations. Examples of government service providers include One Stop Shops (for licensing and permits), technical offices of line departments, integrated economic zones, and business incubators. Examples of services are improving access to finance, marketing information and technology.

¹³ These sub-sectors may be different than government priorities. The aim is to demonstrate potentially higher growth opportunities.

- TA will be provided to the LRED Support Facility to consult on and provide information to MSMEs required for their development, such as economic development profiles, investment opportunities and market information.
- Finally, TA will be provided to selected government and non-government service providers in the selected sub-sectors to deliver the services. Where appropriate, the Consultant may accompany service providers in providing services in order to develop capacity through coaching. The intention is to not only assist MSMEs and the broader sub-sectors through delivery of appropriate services, but also to build the capacity of the service providers to provide high quality services on an on-going basis after the Project ends.¹⁴

It is expected that 300 staff of government and non-government service providers will be trained to better identify and select sub-sectors for economic programming and that 475 staff of government and non-government business service providers will be trained and mentored to provide support to enterprises in the selected sub-sectors.

4. Implementation Approach

The primary government counterpart for the Project will be the Ministry of National Development Planning (BAPPENAS), designated to lead the development and implementation of the Government's National LRED Strategy. The responsible directorate within BAPPENAS is the Directorate for Rural and Urban Affairs.

The majority of funding will be allocated to activities in 2 provinces to be identified through a competitive selection process.¹⁵ BAPPENAS has successfully used competitive selection of project areas in recent programming. The Consultant will develop and propose selection criteria and procedures for the competitive selection process, which will then be discussed and agreed to by DFATD and BAPPENAS. Each province selected will work with a group of up to 5 districts to develop proposals that identify the type of support they require from the project. Assessments of proposals will be undertaken by the Consultant to verify the extent to which they meet the selection criteria, including the extent of commitment. DFATD and BAPPENAS will agree on the final selection. The selection process will be undertaken at the beginning of the project, during the Inception Phase.

The approach will then focus on developing specific project elements tailored to requirements at the national level and in each of the selected provinces. This may mean that some project elements experience significant demand (such as support for better coordination in planning, implementing and monitoring) in specific locales while others will be in less demand. The intention is to adjust the support provided to the provincial and district context.

There is one project element where more than two provinces may be supported – Immediate Outcome 1210, which provides support to the LRED Support Facility and LRED Coordination Team and includes the \$2 million responsive Innovation Fund. The Government of Indonesia has already started to pilot activities through the LRED Support Facility in two provinces (Southeast Sulawesi and Gorontalo). These two provinces may become the focus for the entire project if identified through the competitive selection of provinces, or be additional, under Immediate Outcome 1210.

5. Project Organization/Governance

Target Beneficiaries

The ultimate beneficiaries will be the men and women who benefit from employment and income created by a better investment climate and improved delivery of government and non-government support to enterprises in up to 4 provinces (as described above). Beneficiaries will include both MSME owners and employees (or members, in the case of cooperatives and producer groups).

The participating government institutions and officials at national and local levels will improve their ability to facilitate local and regional economic development.

The private sector and civil society (NGOs, women's organizations, and universities) will have an improved ability to participate in government planning and budgeting, to monitor government budget implementation and to provide services.

Roles and Responsibilities of the Principal Project Stakeholders

DFATD's responsibilities under this Project include the following:

- Signing the MOU with the Government of Indonesia and adhering to the conditions of the MOU;

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¹⁴ Potential approaches include fee-based services and membership-based services.

¹⁵ The provinces involved in the LRED Support Facility activities may be different from those selected for the rest of the project.

- Acting as Co-Chair with BAPPENAS on the Project Steering Committee;
- Reviewing, providing comments on and approving the Project Implementation Plan (PIP), the Performance Measurement Framework, Annual Workplans and other reports;
- Monitoring activities of the Consultant and assessing progress towards results. This will be achieved through receipt and review of regular narrative and financial reports from the Consultant, field visits and on-going liaison with the Consultant;
- Performing, as required, Project evaluation, monitoring missions and/or audit activities;
- Liaising with the Consultant on Project issues and facilitating consultations as deemed appropriate;
- Liaising with BAPPENAS and other stakeholders on policy and other issues which might arise during the implementation process; and
- Advising on general policy and strategic direction towards achieving Project results.

Ministry of National Development Planning (BAPPENAS) is the main Government of Indonesia counterpart. At an operational level, the project will work with the Directorate of Urban and Rural Affairs. BAPPENAS will be responsible for the following:

- Signing the MOU for the project with DFATD and adhering with the conditions of the MOU;
- Acting as the Co-Chair with DFATD on the Project Steering Committee;
- Reviewing, providing comments on and recommending approval of the Project Implementation Plan (PIP), the Performance Measurement Framework, annual Workplans and other reports;
- Monitoring activities of the Consultant and assessing progress towards results. This will be achieved through receipt and review of progress and financial reports, field visits and on-going liaison with the Consultant;
- Participating in Project work planning, monitoring and evaluation;
- Liaising with DFATD regarding the Project;
- Participating in and coordinating technical assistance to the national LRED Support Facility and Coordination Team;
- Facilitating consultations with and access to other national or sub-national government agencies; and
- Defining, managing and controlling its financial and/or in-kind contributions to the project, including obtaining any necessary approvals.

Local governments will be responsible for the following:

- Facilitating an enabling environment for project activities and committing sufficient human and financial resources;
- Participating in proposal development that meets the needs of their respective communities;
- Participating as members, on an as-needed basis, in the Project Steering Committee meetings and providing input into Project reports as required;
- Participating in the implementation of the Project including monitoring and evaluation;
- Meeting benchmarks and performance standards as jointly agreed with the Project;
- Communicating and promoting the Project within their respective districts/cities; and
- Providing feedback on the tools and approaches being taken at the local level.

The **Consultant** will be responsible for the following:

- Managing the project, including the responsive Innovation Fund, to facilitate the achievement of results;
- Taking informed and timely action, undertaking appropriate cost-effectiveness and resource utilization measures and managing for development results and their sustainability;
- Following sound management, monitoring and evaluation approaches;
- Taking a participatory approach to planning and implementing the Project to ensure that development efforts are relevant to local needs, suitably understood and sustainable;
- Working with BAPPENAS, other national government ministries and agencies, local governments and institutions as the key partners for the Project; and
- Providing secretariat support to the Project Steering Committee.

The Specific Mandate of the Consultant is described in Annex B.

Project Steering Committee (PSC)

A Project Steering Committee co-chaired by DFATD and BAPPENAS, and with membership including other relevant Ministries and local government partners, will oversee implementation of the project by the Consultant. The PSC will have responsibility for the following:

- Providing strategic oversight for the Project, and ensuring it remains consistent with national and sub-national priorities;
- Reviewing, providing comments on and recommending approval to DFATD of the Project Implementation Plan (PIP), the Performance Measurement Framework, annual Work Plans and other reports;

- Meeting, as required, to ensure smooth implementation of the Project, keep all parties informed of progress and ensure a participatory approach;
- Meeting to address specific complaints, problems or obstacles to implementation;
- Reviewing contributions from all partners;
- Monitoring the progress towards the results; and
- Sharing results, best practices, and lessons learned with relevant stakeholders.

6. Risks

One of the risks identified during project design is that the weak coordination between national and local levels of government, may affect strategic direction and project implementation. Another risk is that commitment by local governments to more consultative approaches and market-driven solutions may prove limited.

7. Constraints

Some constraints to project implementation currently exist, notably:

- Local governments operate within a broad and complex range of regulations that often lead to delays in approvals necessary for project implementation. For example, a government decree called a Surat Keputusan is required for government agencies to be able to budget, plan and execute project-related activities.
- The existing methods for funding initiatives supporting LRED are complex. Much of the funding continues to come from the national level via individual ministries. These funds are earmarked for specific national programs or projects, leaving limited flexibility to the local level. Revenues controlled by the local governments are constrained, meaning that locally-defined priorities may go unfunded.

8. Gender Equality, Governance and Environment

Gender Equality

The achievement of gender equality (GE) and women's empowerment impact the achievements of other aspects of sustainable economic development. Improved and empowered economic status of women is vital for poverty reduction and sustainable economic growth and can be achieved by productive participation and equal economic opportunities and outcomes for women and men.

Indonesia's commitment to the principle of equality between women and men is rooted in its Constitution that states "every citizen enjoys equal status before the law and government is obliged to uphold this status without exception"¹⁶. This commitment is articulated in various laws, regulations, and decrees that mandate gender mainstreaming as well as in other laws and regulations connected with the application of justice at a more general level that also provide support for gender equality. The Project will promote and integrate the GoI's commitment to gender equality, women's empowerment and gender mainstreaming in government at national and sub-national levels.

The Project integrates gender equality into Project components. The Project has adopted gender-responsiveness as a principle, meaning that the different needs, interests and constraints of women and men need to be assessed in order to put measures in place so that neither women nor men are disadvantaged.

Potential Project activities for integrating gender equality include:

- Conducting an assessment of the capacity of key stakeholders to implement GoI gender equality commitments;
- Conducting gender training for Project staff and stakeholders;
- Including commitment to gender equality and gender mainstreaming as part of criteria for selection of provinces and districts;
- Integrating key gender equality information, such as sex-disaggregated data, GoI GE commitments, gender equality issues that block participation of women, and gender analysis tools in training, TA, policy analysis, mapping and review of regulations;
- Putting in place measures to achieve incremental targets for the participation of women in Project activities, leadership and decision-making;
- Involving other government departments and entities that promote women in business and entrepreneurship (such as the Ministry of Women's Empowerment), poverty and gender policy think tanks, and organizations that promote gender equality and women's empowerment in LRED;
- Identify local gender champions – women and men – to facilitate stakeholder acceptance of the importance of gender equality;

- Include awareness-raising, with regard to GoI regulations on gender mainstreaming and women's empowerment in LRED, with national and sub-national government officials in meetings, TA, training, etc.;
- Provide TA to government and civil society on gender mainstreaming and women's empowerment in LRED within policies, regulations, planning and budgeting.

Governance

Governance is integral to sustainable economic development. Following the economic crisis of 1998, Indonesia has been transitioning from a centralized authoritarian regime to a decentralized democratic state. A central challenge has been to enhance government effectiveness by adapting and strengthening institutions and processes that govern the functioning of the state and shape state-society interactions.

The Project will include governance effectiveness components to strengthen the foundation for improved local economic development. These components will particularly focus on LRED planning and implementation, with government's role increasingly one of regulation and facilitation. Attention will be given to strengthening the capacities of the different stakeholders (government, private sector and civil society) to more effectively perform their respective roles, and to work together, to deliver on LRED.

Principles of good governance will be reflected in the Project's implementation. Examples may include:

- the use and promotion of participatory and inclusive processes for LRED, including capacity building for participation and inclusion;
- support for strong oversight and monitoring mechanisms involving government and non-government actors (media and civil society) to promote accountability and transparency;
- raising awareness in national/local government of their roles – in terms of their facilitative potential, and the roles of non-government actors;
- support for increased public sector efficiency and effectiveness in such areas as local planning, budgeting, regulation, inter-governmental coordination, and public/private interface and partnership;
- the promotion of measures to ensure that the benefits of local economic development and the means to contribute to economic development are non-discriminatory and inclusive of poor and marginalized groups.

The Project will promote good governance practices in its support for LRED planning and implementation in line with the above principles. In so doing, it will draw on existing country experience, including that emerging from DFATD-supported initiatives. The Project will also document Project experience and lessons learned for onward sharing, and will mirror good governance practices in its operations.

The human rights situation in Indonesia is generally stable, but localized issues concerning freedom of religion and freedom of expression continue to be of concern. Religious minority groups – such as the Ahmadiyah, Christians and Shia – continue to face discrimination, intimidation and restrictions on their religious activities from hardline groups. The response to these incidents – insufficient police protections, weak prosecution and lenient sentences for perpetrators – does little to discourage future attacks. Religious police enforce sharia (Islamic law) in Aceh province. Specific applications of sharia may differ by region. In Papua, political tensions and violent incidents have occurred in the past, and the potential for violence remains. There have been terrorist attacks in Jakarta and in Bali resulting in death and injuries. While effective counterterrorism measures by Indonesian authorities have reduced the risk of terrorist attacks, terrorist cells are still believed to exist and have the capacity to carry out attacks anywhere in the country.

Environment

The implementation of the project is not expected to have direct significant environmental effects or raise significant environmental issues. However, it is possible that programming will trigger new development patterns or accelerated growth and could potentially generate unintended indirect negative impacts. Programming should be sensitive to potential negative impacts and include activities that would better equip Indonesia to take these into account. Some examples of opportunities include:

- Raise awareness on linkages between environment (including climate change and disaster risk reduction) and economic growth at all levels;
- Support (technical assistance for) capacity building in environmental integration at all levels, as appropriate;
- Provide support through technical assistance, for the strengthening and implementation of environment-related policies;
- Engage in policy dialogue forums to influence the environmental agenda and ensure that environmental issues are taken into consideration into development programming;
- Conduct environmental assessments in accordance with DFATD's obligations under the CEAA and with Government of Indonesia's requirements;
- Ensure that individual economic growth initiatives build environmental considerations into the design, implementation and monitoring stages, including the integration of environmental results and indicators in the logic model;

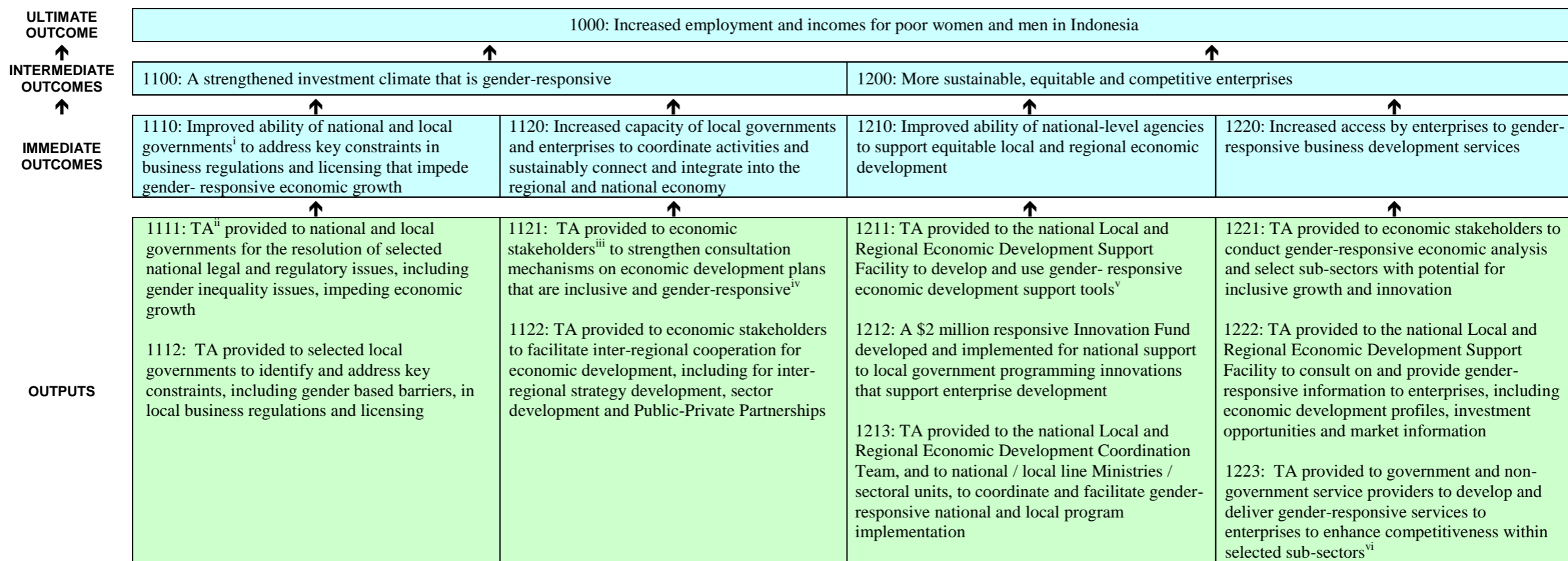
- Ensure environmental expertise is made available to Project staff involved in the environmental analysis, even if environmental linkages appear unlikely.

Integrating environmental sustainability considerations and related environmental safeguards into development supports sustainable growth in natural resource intensive industries such as agriculture, fisheries, mining, and forestry. Benefits include increased productivity and improved international competitiveness. The failure to integrate environmental sustainability considerations into LRED is a constraint on future economic development and may reduce opportunities for enhancing the quality of life in Sulawesi.

Decentralization in Indonesia has provided opportunities for local governments to enhance the management of natural resources for sustainable economic growth. These opportunities could be further improved by supporting the use of environmental sustainability safeguards such as Strategic Environmental Assessment (SEA) and Environmental Impact Assessment (EIA). Indonesia's new Environmental Protection and Management Regulation, 32/2009, provides a strong basis for the implementation of SEA and EIA.

Annex A, Appendix 1 – Logic Model

Title	National Support for Local Investment Climates / National Support for Enhancing Local and Regional Economic Development (NSLIC / NSELRED)	No.	A034946		
Country/Region	Indonesia	Budget	\$17.3 million	Duration	6 years



i “Local” refers to provincial and district/city levels. “Regional” refers to groups of provinces and/or districts/cities. There are 33 provinces and 497 districts/cities in Indonesia.

ii TA is technical assistance and may include, but is not limited to, training, workshops, study tours, etc.

iii Economic stakeholders include relevant private sector, government, academic and civil society entities.

iv Gender responsive is an approach that assesses the different needs, interests and constraints of women and men and responds to these so that neither women nor men are disadvantaged.

v Economic development support tools include such things as Regulatory Impact Assessments, Business Climate Surveys, Value-chain and Market Systems Analysis, and planning and monitoring tools.

vi Examples of non-government service providers include banks, universities, business associations, cooperatives and non-governmental organizations. Examples of government service providers include One Stop Shops (for licensing and permits), technical offices of line departments, integrated economic zones, and business incubators. Examples of services are improving access to finance, marketing information and technology.

Annex B – Specific Mandate of the Consultant (SMC)

1. Project title: National Support for Local Investment Climates / National Support for Enhancing Local and Regional Economic Development (NSLIC/NSELRED)

2. Objective:

The Consultant must implement and manage the project toward the attainment of the project expected results as described in the Project Description.

3. Description of Services to be provided:

3.1 Project Management

The Consultant will be the overall implementer of the project and will manage, administer and coordinate the various resources required to execute the project. The Consultant will be responsible for carrying out activities required for the financial and operational administration of the project.

The Consultant must:

1. Administer and oversee project-funded initiatives, including managing the \$2 million responsive Innovation Fund in accordance with the provisions of the Treasury Board Directive on Transfer Payments;
2. Establish and manage an office in Jakarta and small support offices in each of the two (2) selected provinces in Indonesia in order to assist with day-to-day project administration, communication, monitoring and logistical needs. The support offices may be located in local level offices of BAPPENAS, but this and the extent of support from these offices will be determined during the Inception Phase. The support offices will be kept to a minimum in terms of staff and size in order to not create parallel structures to government. The role of the offices is to facilitate the implementation of project activities, acting as contact points/hubs for the coordination of activities that will be delivered in local government offices;
3. Provide financial services including administration, disbursement, monitoring and control of DFATD funds. The Consultant must develop and maintain functional and effective systems for the management and control of project expenses and disbursements. The Consultant must maintain records of expenses and disbursements;
4. Develop procedures for cost-effective and timely selection, sub-contracting, administration and performance review of appropriate and qualified technical experts to meet a range of short and medium-term needs;
5. Identify and subcontract a variety of technical expertise to meet project objectives;
6. Define and oversee the roles and responsibilities of individuals or firms sub-contracted for any aspect of project work;
7. Integrate gender equality, governance and environment into all aspects of the project as cross-cutting issues;
8. Develop a network of Indonesian, Canadian, regional and international resources;
9. Liaise and share knowledge with local and national stakeholders and further donor coordination efforts and harmonization by consulting and sharing information with other DFATD projects and donors working in related sectors;
10. During project inception, coordinate the Indonesian provincial selection process and present an assessment of proposals to the Project Steering Committee for approval;
11. Monitor the project using the approved PMF and report to DFATD;
12. Act as the Secretariat for the PSC by organizing annual meetings (procedures and minutes) and following-up on PSC decisions and recommendations; and
13. Produce the reports as specified in section 7 of this SMC in a timely manner.

3.2 Project Implementation

3.2.1 Inception Phase:

The Consultant must:

1. Produce an Inception Workplan, as described in section 7 below, for approval by DFATD.

2. Undertake an inception mission to Indonesia (with DFATD and BAPPENAS participation) to refine the design of the project and produce a Project Implementation Plan (PIP) and the first Annual Workplan described in section 7 below. The resulting design must demonstrate clearly that the anticipated outcomes are achievable and feasible, that specific work packages are tailored to the requirements at national level and in each of the selected project provinces, and that clear monitoring of progress towards achieving them can be done in a cost-effective manner. A full analysis of assumptions and risks together with risk responses is expected during the inception phase.

During the Inception Mission the Consultant will, inter alia:

3. Review and validate the proposed methodology, outputs, expected intermediate and immediate outcomes (including feasibility of achieving them within the timing proposed), performance indicators and risks and risk responses.
4. Propose adjustments to proposed methodology, outputs, immediate outcomes, performance indicators and risks/risk responses as deemed necessary.
5. Establish relationships with BAPPENAS, other national level agencies, and provincial and district government partners.
6. Based on the selection criteria and procedures established in consultation with DFATD and BAPPENAS, undertake and finalize the selection of provinces and districts to participate in the project, including: implement a transparent selection methodology, undertake information sessions to assist potential provincial and district partners to understand the project and the competitive process, verify proposals submitted and provide recommendations to DFATD and BAPPENAS on the final selection of partners.
7. In close consultation with Bappenas and DFATD, develop the details of the responsive Innovation Fund – its structure, operational procedures and strategy.
8. Confirm the project management structure, specifying the reporting relationships and the roles and responsibilities of project partners and personnel including the structure of the provincial site offices and national-level office.
9. Based on the selection of provinces and districts, conduct a capacity assessment at the local level and develop the work packages to be undertaken with the provincial/district partners.
10. Work with BAPPENAS and the LREDSF implementers to review the progress to date, assess areas for potential support, and develop an approach for supporting the LREDSF.

3.2.2 Implementation Phase:

Upon completion and approval of the PIP by DFATD, the Consultant will be authorized to commence implementation of the project based on participatory methods for both activity planning and implementation.

3.2.2.1 Completion of Activities and sub-activities:

The Consultant must execute the activities and the sub-activities described in the PIP and revised annually in the Annual Workplan.

3.2.2.2 Managing for Results

The Consultant must report on achievement of the immediate outcomes in the PMF through the quarterly progress report.

The Consultant must provide solutions when problems are detected. In accordance with section 3.14 of the General Conditions of the Contract, Managing For Results, the Consultant must report to DFATD problems that may affect the achievement of the project outcomes and suggest any measure that may lead more efficiently to the achievement of the project outcomes.

As described in the Project Description hereto attached, the Consultant will work closely with BAPPENAS and other government and non-government partners and stakeholders. BAPPENAS and other stakeholders will provide certain inputs (human and material) required towards achieving the project outcomes. The input to be provided by BAPPENAS and other partners and stakeholders will be detailed in the Workplan.

If some inputs are not provided on time, the Consultant will be responsible to remind the responsible partner or stakeholder and advise the Technical Authority as soon as the fact has become known.

3.3 Procurement

The Consultant must procure goods and services required for the project in accordance with the approved procurement plan described in the PIP.

The Consultant must source goods and professional resources adhering to the following principles:

- 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.
- Pre-determined, clear evaluation of selection methods to ensure best value for money;
- Prompt and transparent notification to winning and losing bidders; and
- 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 will be subject to audit.

3.4 Provision of professional services:

The Consultant must:

- Source and deploy qualified professional, organizational and institutional resources to provide the technical assistance services required for the project. The Consultant is expected to make every effort to maximize the use of Indonesian resources, where qualified and available. Where Canadian or technical experts of other nationalities are used, every effort should be made to ensure that skills and knowledge are transferred to build the capacity of Indonesian counterparts. The Consultant is expected to review and assess the performance of contracted expertise to ensure that professional standards are met.
- In addition, the Consultant must either cost or cost and provide one (1) qualified individual for each of the following positions:

3.4.1 Project Director

The Project Director will be based in Jakarta and have overall management responsibility for the project. The Project Director will represent the Consultant at the highest level in Indonesia. The Project Director will provide the strategic direction for the project as well as managerial and administrative services.

The specific responsibilities of the Project Director include the following:

1. Provide overall management and strategic direction to ensure that project results in the Logic Model are being achieved on time and within budget;
2. Establish and maintain good working relationships with Indonesian partners and DFATD Jakarta;
3. Coordinate and liaise with the Ministry of National Development Planning (BAPPENAS), other donors and other DFATD projects to ensure complementarity of initiatives;
4. Lead the preparation of the Project Implementation Plan, Performance Measurement Framework, Annual Workplans and project reports;
5. Provide input to the development of the \$2 million responsive Innovation Fund;
6. Oversee the management and report on the implementation of the \$2 million responsive Innovation Fund;
7. Anticipate risks and issues and address them in a timely and effective fashion to ensure the achievement of results;
8. Source and contract local project staff and short-term and medium-term advisors engaged by the Consultant;
9. Represent the Consultant in project meetings, such as Project Steering Committee meetings;
10. Integrate DFATD's cross-cutting themes (gender equality, environment and governance) throughout the project;
11. Implement effective and transparent financial practices, procedures and reporting at all the field offices; and
12. Provide senior level technical advice on project matters to the Government of Indonesia, the Development Section of the Canadian Embassy in Jakarta and DFATD Headquarters.

3.4.2 Deputy Director

Based in Sulawesi, the Deputy Director is responsible for the day-to-day management of the Local Advisors and Provincial Coordinators and to ensure that the technical integrity of the project is maintained.

The specific responsibilities of the Deputy Director include the following:

1. Develop and maintain a working relationship with the Project Director and the Senior LREDSF Advisor (see section 3.4.3 below);
2. Act as a liaison between the Project Director and project stakeholders in Sulawesi;
3. Maintain contacts with project partners and ensure a participatory and consensus-based approach is taken to project planning, implementation and monitoring;
4. Supervise and provide day to day direction to the Local Advisors and Provincial Coordinators;
5. Provide inputs in the development of the Project Implementation Plan;
6. Elaborate, jointly with the local project partners, the Local Advisors and Provincial Coordinators, inputs to Annual Workplans and project reports;
7. Facilitate coordination and collaborative work among the different advisors and experts in the delivery of integrated packages of support;
8. Establish networks that support the work of the project and ensure that opportunities are identified and results maximized;
9. Identify problems at an early stage and, together with the Project Director where needed, take corrective actions to ensure the achievement of results;
10. Integrate DFATD's cross-cutting themes (gender equality, environment and governance) throughout the project;
11. Follow-up and monitor project activities to ensure that they are executed according to the workplans, on time and within budget, and that they contribute to the achievement of project results.

3.4.3 Senior LRED Support Facility (LREDSF) Advisor

Based in Jakarta, the Senior LRED Support Facility (LREDSF) Advisor provides senior level technical advice on LRED matters to the LREDSF. The Senior LRED Support Facility Advisor will take the lead on the implementation of Immediate Outcome 1210 of the project Logic Model.

The specific responsibilities of the Senior LRED Support Facility Advisor include the following:

1. Act as a liaison between the Project Director and the LREDSF;
2. Elaborate, in consultation with national project partners, inputs to Annual Workplans and project reports;
3. Manage the implementation of project activities in national level institutions, including the national LRED Framework institutions and the line ministry programs active in districts covered by the project;
4. In close consultation with Bappenas and DFATD, develop the details of the \$2 million responsive Innovation Fund – its structure, operational procedures and strategy;
5. Manage the responsive Innovation Fund;
6. Coordinate with the Deputy Director on issues identified at the local level that need to be brought forward to the national level for dialogue or resolution;
7. Facilitate coordination and collaborative work among the short-term advisors and experts in the delivery of support to the LREDSF;
8. Coordinate with other project advisors and specialists to integrate DFATD's cross-cutting themes, (gender equality, environment and governance) throughout the project;
9. Establish networks at the national level that support the work of the project and ensure that opportunities are identified and capitalized on;
10. Provide contributions to results tracking and the progress reports; and
11. Facilitate project administration at the national level.

3.4.4 Local Investment Climate Advisor

The Local Investment Climate Advisor is based in Sulawesi and responsible for advising on local investment climate¹⁷ activities under Immediate Outcomes 1110, 1120 and 1210 of the project Logic Model.

The specific responsibilities of the Local Investment Climate Advisor include the following:

1. Provide inputs in the development of the Project Implementation Plan and Annual Workplans;

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¹⁷ The investment climate includes regulatory and licensing issues related to private sector investments and business operations, as well as governmental development planning, sector development and Public-Private Partnerships.

2. Provide contributions to the results tracking and the progress reports;
3. Work closely with the Provincial Coordinators and District Facilitators in the planning and implementation of capacity development activities which aim to improve the local investment climate;
4. Provide technical advice and support to district/city and provincial government and non-government project partners, including private sector actors, regarding LRED consultations, planning, monitoring, regulatory impact and licensing;
5. Provide technical expertise to maximize the results from the local investment climate activities;
6. Facilitate coordination and collaborative work among the short-term advisors and experts in the delivery of support to the investment climate;
7. Identify new practices and programs to achieve LRED targets for consideration by the project partners;
8. Coordinate with other project advisors and specialists to integrate DFATD's cross-cutting themes, (gender equality, environment and governance) throughout the project;
9. Maintain up to date knowledge on investment climate efforts by national and international partners to identify synergies and benefit from lessons learned; and
10. Maintain open communications with local stakeholders, project partners and staff.

3.4.5 Local Business Development Services (BDS) and SME Advisor

The Local BDS and SME Advisor is based in Sulawesi and responsible for advising on BDS and SME support activities under Immediate Outcome 1220 of the project Logic Model.

The specific responsibilities of the BDS/SME Advisor include the following:

1. Provide inputs in the development of the Project Implementation Plan and Annual Workplans;
2. Provide contributions to results tracking and progress reports;
3. Work closely with the Provincial Coordinators and District Facilitators in the planning and implementation of BDS and the SME capacity development activities;
4. Provide technical advice and support to SME, district/city and provincial government, non-government project partners and related stakeholders regarding SME development and improving local competitiveness;
5. Provide technical expertise to maximize the results from the BDS and SME activities;
6. Facilitate coordination and collaborative work among the short-term advisors and experts in the delivery of support to BDS and SMEs;
7. Identify new practices and programs to achieve LRED targets for consideration by the project partners;
8. Coordinate with other project advisors and specialists to integrate DFATD's cross-cutting themes, (gender equality, environment and governance) throughout the project;
9. Maintain up to date knowledge on BDS, sector support, SME development and local competitiveness efforts by national and international partners to identify synergies and benefit from lessons learned; and
10. Maintain open communications with local stakeholders, project partners and staff.

3.4.6 District Facilitators (based in Sulawesi)

The specific responsibilities of the District Facilitators include the following:

1. Work closely with the Provincial Coordinators, Project Advisors and Specialists;
2. Provide administrative and technical support for project activities at the district/city level;
3. Facilitate meetings among stakeholders;
4. Assist in capacity development needs assessments and implementation of project capacity development activities with government, non-government and private sector institutions;
5. Follow-up on and monitor capacity development activities;
6. Liaise with various parties including local governments and other stakeholders; and
7. Prepare and submit quarterly workplans, budgets and reports

3.4.7 Provincial Coordinators (based in Sulawesi)

The specific responsibilities of the Provincial Coordinators include the following:

1. Work closely with the Deputy Director, District Facilitators, Project Advisors and Specialists;
2. Provide administrative and technical support for project activities at the provincial level;
3. Facilitate meetings among stakeholders;
4. Assist in capacity development needs assessments and implementation of project capacity development activities with government, non-government and private sector institutions;
5. Supervise and assist District Facilitators working in the province to implement project activities and achieve project results;

6. Support and enhance provincial government capacity to supervise district governments to achieve local economic development;
7. Follow-up on and monitor capacity development activities;
8. Liaise with various parties including local governments and other stakeholders; and
9. Prepare and submit quarterly workplans, budgets, and reports.

3.4.8 RBM Specialist

The specific responsibilities of the Canada based RBM Specialist include the following:

1. Provide inputs to the development of the Project Implementation Plan, Performance Measurement Framework, Annual Workplans and project reports;
2. Provide advice and support to help strengthen results-based management approaches and priorities;
3. Design and implement RBM-focused training as requested by the Project Director; and
4. Through field visits, assist with monitoring progress towards achievement of desired outcomes.

3.4.9 Gender Equality Specialist

The specific responsibilities of the GE Specialist include the following:

1. Provide inputs to the development of the Project Implementation Plan, Performance Measurement Framework, Annual Workplans and project reports;
2. Develop the Gender Equality Strategy, with the assistance of the local Gender Equality Advisor;
3. Assist and provide guidance to the Local Gender Equality Advisor for the effective implementation and quality control of the Gender Equality Strategy;
4. Provide inputs into capacity development assessment activities to ensure that capacity in terms of gender equality is assessed;
5. Through field visits, assist with monitoring progress towards achievement of desired outcomes;
6. Assist with the identification and provision of good practices from elsewhere within Indonesia and from the international context; and
7. Document lessons learned and good practices regarding gender-responsive programming for dissemination through the project Communication Strategy.

3.4.10 Environment Specialist

The specific responsibilities of the Environment Specialist include the following:

1. Provide inputs to the development of the Project Implementation Plan, Performance Measurement Framework, Annual Workplans and project reports;
2. Provide general support for the implementation and quality control of environment-related capacity development activities;
3. Provide direction to capacity development assessment activities;
4. Through field visits, assist with monitoring progress towards achievement of outcomes;
5. Assist with the identification and provision of good practices from elsewhere within Indonesia and from the international context; and
6. Document lessons learned and good practices developed in local government capacity for dissemination through the project Communication Strategy.

3.5 Additional Project Resources

Candidates for the following positions will need to be identified by the Consultant after contract signature.

3.5.1 Project Coordinator

The Project Coordinator based in Canada provides administrative assistance to the Project Director. The specific responsibilities of the Project Coordinator include the following:

1. Develop a working relationship with DFATD Headquarters and report to DFATD on a regular basis and as required for successful implementation of the project;
2. Source and contract appropriate Canadian expertise for the project;
3. Facilitate the production and submission of project documentation to DFATD Headquarters including narrative and financial reports and budgets;
4. Follow transparent financial practices, procedures and reporting;
5. Ensure compliance with all DFATD contractual commitments and project reporting requirements;

6. Ensure the integration of DFATD's cross-cutting themes (gender equality, environment and governance) throughout the project;
7. Identify and resolve problems that may arise which require action by the Consultant.

3.5.2 Jakarta Project Office Manager

The specific responsibilities of the Jakarta Project Office Manager include the following:

1. Facilitate project administration at the national level and provide executive support to the Project Director;
2. Establish and maintain efficient project administrative systems;
3. Provide administrative support to the Senior LREDSF Advisor;
4. Oversee procurement/purchasing activities for goods and equipment at the national level; and
5. Manage and coordinate maintenance of the office premises in Jakarta.

3.5.3 Finance Officer (based in Jakarta)

The specific responsibilities of the local Finance Officer include the following:

1. Process daily/monthly accounts for expenditures from project bank accounts;
2. Monitor the financial aspects of the project including petty cash, daily/monthly journals, and financial reports to the Project Director;
3. Process cash/bank and travel advance reconciliations for approval by Project Director and submission to the Consultant's headquarters;
4. Monitor bank balances in the project bank accounts and ensuring that advance requests are made accurately and on a timely basis;
5. Review expenditures and develop budget control mechanisms which will enable the project to adequately monitor performance according to budget allocation by result;
6. Maintain Payroll and Personnel Files for all Indonesian project staff, preparation and payment of salaries, taxes for staff;
7. Ensure that project financial accounting systems are followed; and
8. Prepare for project financial annual audits.

3.5.4 Information Systems Assistant (based in Jakarta)

The specific responsibilities of the local Information Systems Assistant include the following:

1. Work with project management to develop and maintain efficient, dependable computer, phone and business machine systems in Jakarta and in Sulawesi;
2. Work with project staff in developing a project web site and maintain the web site; and
3. Work with project staff in duplicating and distributing project reports, documents and publications.

3.5.5 LRED Responsive Innovation Fund Coordinator (based in Jakarta)

The specific responsibilities of the responsive Innovation Fund Coordinator include the following:

1. Work closely with the Senior LREDSF Advisor in managing the \$2 million responsive Innovation Fund;
2. Provide technical and administrative guidance to maximize effectiveness of activities in line with the Fund's strategy and the NSLIC/NSELRED Performance Measurement Framework;
3. Cooperate with the Local Investment Climate Advisor and Local BDS and SME Advisor to ensure the Fund supports and extends achievement of project results;
4. Liaise with and help in communications regarding the Fund with counterparts at Bappenas;
5. Work with the Finance Officer to ensure adherence to all project and Fund operating procedures;
6. Provide technical and administrative guidance to the Provincial Coordinators to facilitate work with the respective provincial governments (e.g. monitoring guidelines and schedules, reporting formats, guidelines for the transfer of assets, etc.);
7. Coordinate monitoring and reporting on the fund's implementation.

3.5.6 LRED Responsive Innovation Fund Finance Assistants (2, based in Sulawesi)

The responsibilities of the Responsive Fund Finance Assistants include the following:

1. Process monthly accounts for expenditures from the responsive Innovation Fund;
2. Monitor the financial aspects of the Fund, including monthly journals, and financial reports to the Senior LREDSF Advisor;
3. Process bank payments for approval by Project Director and submission to the Consultant's headquarters;
4. Coordinate Fund-related procurement by preparing quotation requests and service provision and procurement agreements and contracts for Fund activities;
5. Monitor the Fund's financial aspects such as bank balances, journals, and reporting the same to the Provincial Coordinator and/or fund Coordinator;
6. Ensure that project financial accounting systems are followed; and
7. Prepare for project financial annual audits.

3.5.7 Sulawesi Office Manager

The specific responsibilities of the Sulawesi Office Manager include the following:

1. Oversee procurement/purchasing activities for goods, equipment and services as required for the offices in Sulawesi;
2. Establish and maintain efficient administrative and accounting systems in Sulawesi and ensure these contribute to administrative and financial management of the whole project by staff in Jakarta;
3. Manage and coordinate maintenance of all Sulawesi office premises;
4. Maintain accurate and up-to-date inventory of project physical resources in Sulawesi;
5. Coordinate project security procedures and oversee safeguarding of project resources in Sulawesi; and
6. Supervise administration, finance and support staff located in Sulawesi offices.

3.5.8 Local Gender Equality Advisor (based in Sulawesi)

The specific responsibilities of the local Gender Equality Advisor include the following:

1. Provide support in the development and implementation of the project Gender Equality Strategy;
2. Collaborate closely with the core project staff including the Project Director, the Deputy Director, Provincial Coordinators and District Facilitators, Advisors, Specialists and other counterparts to identify key entry points;
3. Manage her/his assigned portfolio by monitoring progress;
4. Provide technical support to integrate gender equality in project capacity building activities;
5. Put systems into place for collecting and disseminating information on gender specific activities to promote gender mainstreaming.

3.6 Language Requirements

3.6.1 The Project Director must possess the following minimum language proficiency levels:

English:	Indonesian:
Oral = 4	Oral = 1+
Reading = 4	Reading = 1+
Writing = 4	Writing = 1+

3.6.2 The Deputy Director must possess the following minimum language proficiency levels:

English:	Indonesian:
Oral = 4	Oral = 2+
Reading = 4	Reading = 2+
Writing = 4	Writing = 2+

3.6.3 The Senior LREDSF Advisor must possess the following levels minimum language proficiency levels:

English:	Indonesian:
Oral = 4	Oral = 2
Reading = 4	Reading = 2
Writing = 4	Writing = 2

3.6.4 The Local Climate Investment Advisor, Local BDS/SME Advisor, Local Gender Equality Advisor, Jakarta Project Office Manager, Sulawesi Office Manager and responsive Innovation Fund Coordinator must possess the following minimum language proficiency levels:

English:
Oral = 2
Reading = 2
Writing = 2

Indonesian:
Oral = 4
Reading = 4
Writing = 4

3.6.5 All local positions require the following minimum language proficiency levels:

Indonesian:
Oral = 4
Reading = 4
Writing = 4

The description associated with these language requirements can be found at the following website:
http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng

4. Role of the Consultant in Project Committees

The Consultant must provide a Secretariat function to the Project Steering Committee (PSC), and participate in an ex-officio capacity. The Consultant must also ensure that PSC members receive the relevant supporting documents for each PSC meeting at least 10 working days in advance of the meeting.

5. Support to be provided by DFATD and/ or recipient country:

DFATD will provide its project office premises in Sulawesi and offices in Jakarta for occasional project meetings. BAPPENAS will provide its office premises in Jakarta for occasional project meetings. Other GoI support to the project will be determined during project inception and included in the PIP.

6. Environmental Assessment

The [Consultant/Organization] shall notify DFATD if any project components are added that could have potential environmental effects. In this case, DFATD may take necessary action to ensure that the project is not likely to cause significant adverse environmental effects.

7. Reporting Requirements

The Consultant must forward to DFATD the reports set out below in accordance with content, presentation, language and timelines. Unless otherwise stated, the Consultant will, to the extent possible:

- a. use both sides of the page when producing documents, reports, etc.;
- b. use recycled paper to print and produce reports and other documents.

8.1 Templates:

Templates of the following documents are available and can be provided by the Technical Authority upon Consultant request:

- ❖ Performance Measurement Framework (PMF)
- ❖ Project Implementation Plan (PIP)

8.2 Reports

All report will be provided in English and will be submitted electronically.

Name of the report	Submission requirements	Content requirements	Recipients
Inception Workplan	Within 21 days of the effective date of the Contract	The Inception Workplan will include but not be limited to the following: 1) Inception mission mandate and tasks 2) Inception phase workplan by activity, including staffing and levels of effort 3) Schedule 4) Budget for inception phase	DFATD HQ Embassy
Performance Measurement Framework (PMF)	Draft version within 180 days of the effective date of the Contract.	For each level of the Logic Model (Output, Immediate Outcome, Intermediate Outcome, Ultimate Outcome), the PMF must include, as minimum, the following elements: a) Indicators b) Baseline data, disaggregated by sex c) Targets, disaggregated by sex d) Data sources e) Data collection methods f) Frequency g) Responsibility	DFATD HQ Embassy BAPPENAS PSC
Project Implementation Plan (PIP)	Within 180 days of the effective date of the Contract	The PIP must include but not limited to the following: 1) Executive Summary 2) Introduction (Background, PIP Methodology) 3) Project Design <ul style="list-style-type: none"> • Context and Rationale • Project Outputs • Reach and Beneficiaries • Cross-cutting themes (Gender Equality, Environment and Governance Analyses) • A Risk Registry (using the Risk Register format as per DFATD's RBM policy) 4) Project Management and Governance <ul style="list-style-type: none"> • Management Approach and Structure • Roles and Responsibilities of the Project Stakeholders • Project Committees • Establish responsive Innovation Fund mechanism 5) Project Implementation <ul style="list-style-type: none"> • Immediate Outcomes – Outputs – Activities/sub-activities Matrix • Work Breakdown Structure • Schedule 	DFATD HQ Embassy BAPPENAS PSC

		<ul style="list-style-type: none"> • Gender Equality Strategy • Capacity Development Strategy • Structure and procedures for the management of the Innovation Fund • Procurement Plan <ul style="list-style-type: none"> • Description of competitive process to procure goods; • Description of competitive selection process to contract additional ad hoc resources • Decision making matrix • Sustainability and exit strategy, including knowledge management • Budget per basis of payment (annex A of the Contract) • Budget per immediate outcomes (approximate) <p>6) Project Monitoring and Reporting</p> <ul style="list-style-type: none"> • Logic Model • Performance Measurement Framework (as defined above) • Performance Reporting Framework • Communications Plan, including a communication strategy to publicize project achievements and to acknowledge DFATD's Contribution. The strategy must address the following issues: target groups in Canada and the recipient country, estimated target population and communication methods to be used. <p>7) Appendices</p> <ul style="list-style-type: none"> • First Annual Workplan and budget 	
<p>Annual Workplans and Detailed Budget Forecasts</p>	<p>First Annual Workplan: within 180 days of the effective date of the Contract</p> <p>Subsequent Annual Workplans: 31 days before the start of the GoI* fiscal year</p> <p>*The Government of Indonesia's (GoI) fiscal year is January 1- December 31</p>	<p>The Consultant will prepare Annual Workplans to outline work to be performed and budget requirements for the upcoming year. Annual Workplans will include:</p> <ul style="list-style-type: none"> a) Identification of results to be achieved during the year and the corresponding activities and schedule to achieve these results; b) Explanation of any deviations from the WBS and project schedule in the PIP; c) Description of how the Gender Strategy will be implemented; d) Description of how aid effectiveness principles will be furthered through the project; e) Update on planned allocations of staff and other resources by activity; f) Accounting of contextual changes, issues, assumptions, risks, problems and constraints, and associated implementation challenges and strategies to address these; g) Detailed annual budget by quarter and by contract budget line item, with explanations of deviations from the budget in the PIP and with updated budgetary projections by year for subsequent fiscal years to the end of the project; and 	<p>DFATD HQ Embassy BAPPENAS PSC</p>

		h) Procurement plan for the year, including terms of reference, résumés and rates of technical experts to be sub-contracted during the upcoming fiscal year.	
Semi-Annual Narrative Progress Report	30 calendar days following the end of month six (6) of the GoI fiscal year, i.e. by July 31.	The Consultant will prepare semi-annual progress reports to provide an update of activities undertaken and progress achieved against the Annual Workplan. Semi-annual reports will include: <ul style="list-style-type: none"> a) Executive Summary; b) Narrative description of progress made towards achieving results in relation to planned activities, including the Innovation Fund; c) Detailed explanation of variances between planned and actual results; d) Description of results achieved in implementing the Gender Equality Strategy; e) Explanation of progress made in integrating principles of aid effectiveness into the project, including country ownership, harmonization with other DFATD and donor projects, and alignment with partner government priorities; f) Analysis of factors which have assisted or impeded project implementation, planning and resource allocation and an update on risks that occurred and how they were addressed; g) A summary of key events, major meetings and decisions taken during the period; h) Proposed changes to project activities or schedules with rationale/justification; i) Appendix listing the participants in key project activities for the period; and j) Appendix listing technical experts sub-contracted and equipment purchased, with brief explanation of procurement process followed. 	DFATD HQ Embassy BAPPENAS PSC
Annual Narrative Progress Report	30 calendar days following the end of the GoI fiscal year, i.e., by January 31.	The Consultant will prepare and submit annual progress reports reporting against the Annual Workplan. Annual reports will include the same information as outlined above for semi-annual reports but cover the period of one year. In addition, annual reports will include an analysis of the status of the project given the progress made over the reporting year and an assessment of progress towards achieving expected development outputs and outcomes. It will also include a summary of actual project disbursement, by activity, during the year.	DFATD HQ Embassy BAPPNEAS PSC
Quarterly Financial Reports	45 calendar days after the end of each GoI fiscal year quarter, i.e., by February 15, May 15, August 15 and November 15.	The Consultant will prepare quarterly financial reports to account for project disbursements during the quarter. Reports will provide financial accounting (tabular form) by contract budget line item as follows: <ul style="list-style-type: none"> a) Budget amount approved overall and revised amount if updated later in Annual Workplans; b) Disbursements for prior years, current year-to-date, and project-to-date; c) Actual disbursements for the previous quarter and forecast 	DFATD HQ

		<p>disbursements for remaining quarters of the current fiscal year; and</p> <p>d) Explanation of variances (over 10%) between budget and actual disbursements for the current year;</p> <p>e) Total estimated expenditure at end of project and variance; and</p> <p>f) Balance of project funds remaining.</p>	
Minutes of PSC meetings	Within 14 calendar days following the PSC meeting	The Consultant, in its function as Secretariat to the Project Steering Committee, will take minutes of annual PSC meetings, highlighting conclusions, recommendations and actions to be taken.	DFATD HQ Embassy BAPPENAS PSC
Phase-out Plan	One (1) year before end date of contract	The Consultant will prepare a plan and schedule for phasing out and closing down the project. The plan will include information related to the closure of project offices, release of staff, disposal of assets and measures that will be taken to further the sustainability of results.	DFATD HQ Embassy BAPPENAS PSC
Project Completion Report	<p>Draft report three (3) months before end date of contract</p> <p>Final report (incorporating DFATD and stakeholder comments) one (1) month before end date of contract</p>	<p>The Consultant will prepare and submit to DFATD a project completion report that provides a synthesis of information contained in the semi-annual and annual progress reports over the duration of the project. The completion report will include:</p> <ul style="list-style-type: none"> • Description of actual results achieved compared with initial expected results and baseline; • Assessment of results achieved for cross-cutting issues of equality between women and men, environment and civil society engagement; • Explanation of progress made in integrating principles of aid effectiveness into the project; • Analysis of problems, constraints or issues that affected the project and how they were addressed; • Assessment of future sustainability; • Lessons learned for future projects of a similar nature; • Conclusions and recommendations; • Detailed review of all financial accounting for the project including summary of actual annual and total expenditures by contract budget line item compared to estimated expenditure, with explanation of variance; • List of project assets (depreciated value identified) disposed of; • List of any publications that resulted from the project; and • Summary of all procurement activities undertaken during project implementation. 	DFATD HQ Embassy BAPPENAS PSC
Special/Other Reports	To be determined	The Consultant will submit to DFATD on an ad hoc basis various reports (e.g. briefing materials, communication texts, input to annual DFATD project reporting, presentations, action plans) as requested by DFATD.	To be determined

Section 5. Evaluation Criteria

National Support for Local Investment Climates / National Support for Enhancing Local and Regional Economic Development (NSLIC / NSELRED)

RATED EVALUATION CRITERIA

Guidance for Bidders:

The Rated Evaluation Criteria will be awarded a maximum of seven hundred (700) points. The pass mark is sixty percent (60%) or four hundred twenty (420) points and represents the minimum that will be accepted by DFATD.

For the purpose of the Rated Evaluation Criteria, the following applies: The terms “at least” or “minimum” reflect the minimal expectation for a requirement. No points will be given if the expected minimum requirement is not demonstrated.

“**Developing countries**” are countries listed under DAC list of Aid Recipients www.oecd.org/dac/stats/daclistofodarecipients.htm

“**International development**” relates to a mandate to support sustainable development in Developing Countries in order to reduce poverty and to contribute to a more secure, equitable and prosperous world.

Bidder's Experience	150
<p>Requirement 1: Experience in managing and implementing international development projects (up to 75 points for each project presented, for a maximum of 150 points)</p> <p>Page limitation: a total of 4 pages for both projects.</p> <p>Using form TECH-4, "Bidder's Experience", the Bidder should describe two (2) projects with a start date within the last ten (10) years of the RFP closing date to demonstrate its experience in managing and implementing international development projects. Each project will be scored as described in A, B and C, below.</p> <p>A. The project demonstrates the Bidder's corporate experience in managing and implementing projects of similar scope and complexity (up to 50 points per project) maximum total of 100 points:</p> <p>For the purpose of this criterion:</p> <p>i) "Similar scope" means (up to 25 points per project):</p> <ol style="list-style-type: none"> a. Project focus is local economic development (LED) that includes building capacity of public sector institutions to plan and manage support to LED using consultative processes (13 points per project); b. Project that builds capacity of government or non-government business development service providers. The range of capacity building methods (up to 8 pts) and types of service providers (up to 4 pts) will be evaluated. (up to 12 points per project). <p>ii) "Similar complexity" means (up to 25 points per project):</p> <ol style="list-style-type: none"> a. Total Project Value: At least \$2M, full points for \$15M or more (up to 5 points per project); b. Duration: At least 2 years, full points for 5 years or more (up to 5 points per project); c. Diversity of stakeholders: Involving at least 2 types of stakeholders such as: national or local governments, private sector institutions, civil society, other donors, non-government organizations and any others deemed relevant, full points for 4 or more types (up to 5 points per project); d. Geographic Location: In a developing country, preferably a developing country in Asia, full points for Indonesia (up to 5 points per project), and; e. Geographical Coverage: National and local (5 points per project). <p>B. The project demonstrates the Bidder's capacity to monitor results, detect risks, and implement mitigation measures</p>	150

in implementing and managing the project (up to 15 points per project) maximum total of 30 points:

Specifically, the Bidder should describe:

- i) Elements used to monitor project results (1 point per element for a maximum of 5 points per project);
- ii) Risks (e.g. HR, financial, logistical, country-related issue/s such as elections, natural disasters and conflict) encountered in the management of the project during its implementation that jeopardized achieving expected results or outcomes and provide a corrective measure taken to mitigate the impact of each risk (2 points per risk and corrective measure provided for a maximum of 10 points per project)

C. The project demonstrates results (outcomes) achieved (up to 5 points per project) and lessons learned (up to 5 points per project), including integration of gender equality and environment (up to 10 points per project) maximum total of 20 points:

Specifically, the Bidder should describe:

- i) Outcome level results achieved per project (1 point per result for up to 3 points per project. 1 point for a gender-related result and 1 point for an environment related result for a maximum of 5 points per project)
- ii) Lessons learned per project (1 point per lesson learned for up to 3 points per project. 1 point for a gender-related lesson learned and 1 point for an environment-related lesson learned for a maximum of 5 points per project)

For the purpose of this criterion:

“Project” is defined as a contract signed individually or in a consortium, or a contribution agreement where the Bidder has provided project management and implementation services.

- Where a project was carried out by a consortium or joint venture, the Bidder should clearly identify which member was responsible for the management and implementation of the Project. DFATD will only consider the experience of the member identified in the proposed methodology as responsible for overall management and implementation of the resulting contract. This criterion will not consider the experience of other members of the consortium.
- 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.
- Each project should be at a minimum 50% complete or more in terms of costs incurred, as of the RFP closing date.

“Local economic development (LED)” is defined as building up the economic capacity of a local area to improve its economic future and the quality of life for all. It is a process by which public, business and non-governmental sector partners work collectively to create better conditions for economic growth and employment generation.

Methodology	290
<p>Requirement 2: Approach to implementing the Project (up to 170 points)</p> <p><i>Page limitation: maximum 8 pages</i></p> <p>The Bidder should demonstrate an understanding of the project outlined in Section 4 – Terms of Reference of the RFP by describing its proposed approach to implementing the project in relation to the following: (up to 170 points)</p> <p>DFATD will allocate points based on the feasibility of the proposed strategy:</p> <p>A. Sustainability Strategy (up to 55 points).</p> <ul style="list-style-type: none"> i) Will the strategy lead towards the achievement of the outcomes outlined in Section 4 – Terms of Reference, Annex A, section 3? (3 points per consideration, up to 15 pts) ii) Can the strategy be completed within the duration of the project? (10 pts) iii) Does the approach involve relevant and multi-level stakeholders? (3 points per stakeholder, up to 15 pts) iv) Does the approach reflect local dynamics? (3 points per element, up to 15 pts) <p>B. Capacity Development Strategy (up to 55 points).</p> <ul style="list-style-type: none"> i) Will the strategy lead towards the achievement of the outcomes outlined in Section 4 – Terms of Reference, Annex A, Section 3? (2 pts per element, up to 10 pts) ii) Can the approach be completed within the duration of the project? (5 pts) iii) Does the approach involve relevant and multi-level stakeholders? (2 pts per stakeholders, up to 10 pts) iv) Does the approach reflect local dynamics? (2 points per element, up to 10 pts) 	170

- v) Does the strategy recognize change management challenges and identify an approach to address them? (up to 10 points)
- vi) Does the strategy identify key constraints to the capacity development strategy and discuss an approach to address them? (up to 10 points)

C. Gender Equality Strategy (up to 50 points)

DFATD will allocate points as follows:

- i) Does the strategy describe specific gender issues/obstacles and the opportunities related to this project? (up to 10 points)
- ii) Do specific interventions, actions or approaches to achieving gender equality results reduce gender gaps in access, control, rights and decision-making, while leading to the achievement of the outcomes identified in Section 4 – Terms of Reference? (up to 15 points)
- iii) Are roles and responsibilities related to the gender equality strategy clearly explained, and is gender equality expertise effectively utilized by the project? (Up to 10 points)
- iv) Does the strategy address the local context, i.e. the condition of women in Indonesia, constraints they face, and the socio-political context of the country? (up to 15 points)

Note: For information on DFATD’s policy on Gender Equality, Bidders should consult DFATD’s website at <http://www.acdi-cida.gc.ca/acdi-cida/ACDI-CIDA.nsf/eng/EMA-218123616-NN9>

D. Approach to Human Rights Mitigation (up to 10 points)

The Bidder should describe their approach to mitigating any human rights issues they become aware of while carrying out their responsibilities.

For the purpose of this criterion,

“Sustainability” means:

- Incorporating economic, social and environmental principles into project delivery to meet the current needs of the stakeholders and achieve the long-term results;
- Provision of deliverables by immediate outcome level, which will enable the stakeholders to inherit a stock of skills and/or products that are greater than what they had previously and that will provide them with potential for long-term productivity;

<ul style="list-style-type: none">• Incorporation of mechanisms at different levels to build local buy-in and commitments to changing approaches to LED. <p>“Capacity development” means:</p> <ul style="list-style-type: none">• The activities, approaches, strategies, and methodologies that help organizations, groups and individuals to improve their performance in LED and generate development benefits towards achieving the expected results of the project. This includes activities that will foster communications with the different levels of the government, other public and private donors, private sector, non-governmental organizations and local communities. It also refers to strategies for engaging and managing relationships with these various stakeholders.• Factors that will lead to the institutional changes being adopted and embedded in the organization.	
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Requirement 3: Approach to managing the project (up to 80 points)

80

Page limitation: maximum 4 pages

The Bidder should describe its proposed plan to manage the project described in Section 4 – Terms of Reference. DFATD will allocate points based on the completeness and relevance of the Bidder’s project management plan in the context of the project described in Section 4 – Terms of Reference.

The **project management plan** should include:

1. A recruiting and management plan for Canadian, Indonesian and other personnel (Bidder’s employees, sub-consultants) or contractors to carry out the professional services identified in Section 4, Terms of Reference, Annex B – Specific Mandate of the Consultant (up to 30 points).

The plan should detail how the Bidder would

- i) Identify professional resources (up to 5 points)
 - ii) Mobilize resources (up to 5 points)
 - iii) Manage resources (up to 5 points)
 - iv) Retain resources (up to 5 points)
 - v) Justify when the Bidder would use either Canadian, local or international resources and ensure knowledge transfer and capacity development (up to 5 points)
 - vi) Create and maintain a network in the area of local economic development (i.e. how the bidder would specifically source specialized experts for the project) (up to 5 points)
2. A strategy for engaging and managing relationships with stakeholders including Indonesian government counterparts (3 points per relevant element, up to 15 points);
 3. A strategy for managing the geographically dispersed staff and activities (4 points per relevant element, up to 20 points); and
 4. A strategy for integrating Results Based Management (RBM) (up to 15 points). The RBM strategy should address the following points:
 - Explanation of how results monitoring will be fed into the decision making process within the project and with stakeholders (up to 5 points)
 - Process for analyzing results that includes key project participants so patterns can be seen and lessons identified (up to 5 points)
 - Identification of how the RBM framework needs to be adjusted (e.g. indicators) to better capture progress and provide guidance on future planning and project directions (up to 5 points)

<p>Requirement 4: Risks and Risk Responses</p> <p><i>Page limitation: maximum 2 pages</i></p> <p>DFATD identified the following two (2) risks related to the project described in Section 4 – Terms of Reference:</p> <p>Risk 1: Weak coordination between national and local levels of government may affect strategic direction and project implementation.</p> <p>Risk 2: Commitment by local governments to more consultative approaches and market-driven solutions may prove limited.</p> <p>The Bidder should:</p> <p>A. Demonstrate its understanding of each of the two risks identified by DFATD by describing the implications of each risk on the project (up to 10 points for each risk, for a total of up to 20 points).</p> <p>B. Provide a risk response (mitigation strategy) for each of the two risks identified by DFATD.</p> <p>DFATD will allocate points based on the effectiveness of the proposed risk response (up to 10 points per risk, for a total of 20 points).</p> <p>For the purpose of this criterion, “effectiveness of the proposed risk response” means the proposed risk response details activities relevant to mitigate the risk and diminish impact on the outcomes of the project described in Section 4 – Terms of Reference.</p>	<p>40</p>
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<p>PERSONNEL</p>	<p>260</p>
<p>Requirement 5: Project Director</p> <p><i>Page limitation: maximum 5 pages</i></p> <p>Using form TECH-6A, Personnel, the Bidder should propose the services of a Project Director. The CV will be evaluated on:</p>	<p>70</p>

A. Education and Professional Development (up to 10 points)

- i) The proposed individual should have at least a Bachelor's degree in any discipline, ideally a Master's degree in a relevant discipline such as business administration, social sciences or international development (up to 5 points).
- Bachelor degree in any discipline: 2 pts
 - Bachelor degree in a relevant discipline: 3 pts
 - Master's degree or higher in any discipline: 4 pts
 - Master's degree or higher in relevant discipline: 5 pts
- ii) Points will also be awarded for professional development completed by the proposed individual in the past ten (10) years (including additional degree or diploma, professional training, publications, research) related to: business administration, local economic development, policy and regulations, public sector/administration reform or capacity development (1 pt per Professional Development, up to 5 points).

B. Experience (up to 30 points)

The proposed individual should have:

- i) At least three (3) years, ideally five (5) years or more, of experience in each of the following functions in the context of the management of a multi-year complex international development project (up to 10 points):
- a) project planning (up to 2 points);
 - b) implementation (up to 3 points);
 - c) human resource and financial management (up to 2 points);
 - d) progress and financial reporting (up to 3 points).

Note:

- For the purpose of this criterion, “**management of a multi-year complex international development project**” means the individual is in charge of the aforementioned functions in relation to an international development project of at least three (3) years in duration in the last 15 years and of a value of at least five million Canadian dollars (\$5M).
 - The experience may have been acquired in the context of different projects.
- ii) At least three (3) years, ideally five (5) years or more, of experience managing projects focused on local economic development, or SME development in a developing country (up to 10 points);
- iii) At least three (3) years, ideally five (5) years, of experience working in a decentralized context or dealing with complex policy and regulatory environment (up to 5 points);

<p>Note:</p> <ul style="list-style-type: none"> • For the purpose of this criterion, “decentralised context” or “complex policy and regulatory environment” is defined as a context involving at least three (3) layers of governments and overlapping sectoral jurisdictions. <p>iv) At least three (3) years, ideally five (5) years or more, of experience working in-country, managing projects in a developing country (up to 5 points).</p> <p>C. Narrative (up to 30 points)</p> <p>i) The Bidder should demonstrate in a short narrative description that the proposed individual has experience in a management position in each of the following areas (5 points per area, up to 30 points):</p> <ul style="list-style-type: none"> a) Liaising, negotiating and coordinating activities with and including participation of multiple stakeholders and partners such as governments (national and local), communities, donors, civil society organizations and private sector actors; b) Integrating gender equality; c) Integrating environment; d) Integrating governance; e) Leading multi-disciplinary teams of experts or professionals (including team building, dispute resolution, training, and ensuring technical quality of work); f) Using performance-based management procedures, such as RBM. 	
<p>Requirement 6: Deputy Director</p> <p><i>Page limitation: maximum 4 pages</i></p> <p>Using form TECH-6A, Personnel, the Bidder should propose the services of a Deputy Director. The CV will be evaluated on:</p> <p>A. Education and Professional Development (up to 10 points)</p> <p>i) The proposed individual should have at least a Bachelor’s degree in any discipline, ideally a Master’s degree in a relevant discipline such as business administration, social sciences or international development (up to 5 points).</p> <ul style="list-style-type: none"> • Bachelor degree in any discipline: 2 pts • Bachelor degree in a relevant discipline: 3 pts • Master’s degree or higher in any discipline: 4 pts • Master’s degree or higher in relevant discipline: 5 pts 	<p>55</p>

- ii) Points will also be awarded for professional development completed by the proposed individual in the past ten (10) years (including additional degree or diploma, professional training, publications, research) related to: business administration, local economic development, policy and regulations, public sector/administration reform or capacity development (1 pt per Professional Development, up to 5 points).

B. Experience (up to 20 points)

The proposed individual should have:

- i) At least three (3) years, ideally five (5) years or more, of experience in each of the following functions in the context of the day-to-day project operations of multi-year complex international development projects (up to 10 points):
- a) project planning (up to 2 points);
 - b) implementation (up to 3 points);
 - c) human resource and financial management (up to 2 points);
 - d) progress and financial reporting (up to 3 points).

Note:

- For the purpose of this criterion, “**day-to-day project operations of multi-year complex international development projects**” means the individual is participating in the aforementioned functions in relation to an international development project of at least three (3) years duration over the last fifteen (15) years, and of a value of at least five million Canadian dollars (\$5M).
- The experience may have been acquired in the context of different projects.

- ii) At least three (3) years, ideally five (5) years or more, of experience working on projects focused on local economic development and/or SME development (up to 5 points).

- iii) At least one (1) year, ideally five (5) years or more, or more, of experience working in-country, in project operations in a developing country (up to 5 points).

C. Narrative (up to 25 points)

- i) The Bidder should demonstrate in a short narrative description that the proposed individual has experience in each of the following areas (5 points per area, up to 25 points).
- a) Provision of capacity building services that include providing technical assistance and tools to government, private sector and civil society entities;
 - b) Liaising, negotiating and coordinating activities with and including participation of multi-stakeholders and

- partners such as governments (national and local), private sector, and, civil society entities;
- c) Facilitating coordination and collaboration among advisors, experts or staff under his/her supervision;
- d) Experience using performance-based management procedures, such as RBM;
- e) Working in a decentralized context or dealing with complex policy and regulatory environment.

Note:

For the purpose of this criterion, “**decentralised context**” or “**complex policy and regulatory environment**” is defined as a context involving at least three (3) layers of governments and overlapping sectoral jurisdictions.

Requirement 7: Senior Local and Regional Economic Development (LRED) Support Facility Advisor

60

Page limitation: maximum 4 pages

Using form TECH 6A, Personnel, the Bidder should propose the services of a Senior LRED Support Facility Advisor. The CV will be evaluated on:

A. Education and Professional Development (up to 10 points)

- i) The proposed individual should have at least a Bachelor’s degree in any discipline, ideally a Master’s degree in a relevant discipline such as business administration, social sciences or international development (up to 5 points).
 - Bachelor degree in any discipline: 2 pts
 - Bachelor degree in a relevant discipline: 3pts
 - Master’s degree or higher in any discipline: 4 pts
 - Master’s degree or higher in relevant discipline: 5 pts
- ii) Points will also be awarded for professional development completed by the proposed individual in the past ten (10) years (including additional degree or diploma professional training, publications, research) related to: business administration, local economic development, policy and regulations, public sector/administration reform or capacity development (1 pt per Professional Development, up to 5 points).

B. Experience (up to 20 points)

The proposed individual should have:

- i) At least three (3) years, ideally five (5) years or more, of experience working on projects focused on local economic development or SME development (up to 10 points).

<p>ii) At least one (1) year, ideally five (5) years or more, of experience working in-country, in project management in a developing country (up to 10 points).</p> <p>C. Narrative (up to 30 points)</p> <p>i) The Bidder should demonstrate in a short narrative description that the proposed individual has experience in each of the following areas (6 points per area, up to 30 points):</p> <ul style="list-style-type: none"> a) Liaising, negotiating and coordinating activities with and including participation of multiple stakeholders and partners such as governments (national and local), communities, donors, civil society organizations and private sector actors; b) Supporting national agencies for delivery of coordinated programs and sectoral services at the local level; c) Supporting the development of LED tools for use at the local level; d) Working with high level government officials on policy dialogue; e) Integrating governance 	
<p>Requirement 8: Gender Equality Specialist</p> <p><i>Page limitation: maximum 4 pages</i></p> <p>Using form TECH 6A, Personnel, the Bidder should propose the services of a Gender Equality Specialist. The CV will be evaluated on:</p> <p>A. Education (up to 5 points)</p> <p>i) The proposed individual should have at least a Bachelor’s degree in any discipline, ideally a Master’s degree in a relevant discipline such as social sciences, gender and/or women’s studies, politics/governance, or international development (up to 5 points).</p> <ul style="list-style-type: none"> • Bachelor degree in any discipline: 2 pts • Bachelor degree in a relevant discipline: 3 pts • Master’s degree or higher in any discipline: 4 pts • Master’s degree or higher in relevant discipline: 5 pts <p>B. Experience (up to 20 points)</p> <p>The proposed individual should have:</p>	<p>25</p>

- i) At least three (3) years, ideally five (5) years or more, of experience providing technical advice/assistance to development organizations (i.e., bilateral donors, NGOs, multilateral organizations) and national or local governments on gender issues in each of the following functions in the context of the day-to-day project operations of multi-year complex international development projects:
- a) Project planning/design (up to 6 points);
 - b) Monitoring and evaluating the achievement of gender equality results (up to 6 points);
 - c) Gender analysis and assessments (up to 8 points).

Note:

- For the purpose of this criterion, “**multi-year complex international development projects**” means an international development project of at least three (3) years in duration over the last fifteen (15) years, and of a value of at least five million Canadian dollars (CAD\$5M).
- The experience may have been acquired in the context of different projects.

Requirement 9: Environment Specialist

25

Page limitation: maximum 4 pages

Using form TECH 6A, Personnel, the Bidder should propose the services of an Environment Specialist. The CV will be evaluated on:

1. Education (up to 5 points)

- i) The proposed individual should have at least a Bachelor’s degree in any discipline, ideally a Master’s degree in a relevant discipline such as environmental studies, natural sciences, earth sciences, ecology, etc (up to 5 points).
- Bachelor degree in any discipline: 2 pts
 - Bachelor degree in a relevant discipline: 3 pts
 - Master’s degree or higher in any discipline: 4 pts
 - Master’s degree or higher in relevant discipline: 5 pts

2. Experience (up to 20 points)

- i) At least three (3) years, ideally four (4) years or more, of experience implementing an environmental management plan within the context of a multi-year complex international development project in each of the following functions in the context of the day-to-day project operations of multi-year complex international development projects:

<p>a. Integration of environmental management plan into overall project management systems (e.g., risk management framework, monitoring, and evaluation); (up to 10 points);</p> <p>b. Monitoring and evaluating the achievement of the environmental management plan (up to 10 points)</p> <p>Note:</p> <ul style="list-style-type: none"> • For the purpose of this criterion, “multi-year complex international development projects” means an international development project of at least three (3) years in duration over the last fifteen (15) years, and of a value of at least five million Canadian dollars (CAD\$5M). • The experience may have been acquired in the context of different projects. 	
<p>Requirement 10: Results Based Management (RBM) Specialist</p> <p><i>Page limitation: maximum 4 pages</i></p> <p>Using form TECH 6A, Personnel, the Bidder should propose the services of a Results Based Management Specialist. The CV will be evaluated on:</p> <p>A. Education (up to 5 points)</p> <p>i) The proposed individual should have at least a Bachelor’s degree in any discipline, ideally a Master’s degree (up to 5 points).</p> <ul style="list-style-type: none"> • Bachelor degree in any discipline: 3 pts • Master’s degree or higher in any discipline: 5 pts <p>B. Experience (up to 20 points)</p> <p>i) At least three (3) years, ideally four (4) years or more, of experience using RBM concepts within the context of a multi-year complex international development project in each of the following functions in the context of the day-to-day project operations of multi-year complex international development projects:</p> <ul style="list-style-type: none"> a. Using performance management tools. (up to 10 points) b. Monitoring of baselines and indicators. (up to 6 points) a. Advising / training project stakeholders in RBM. (up to 4 points) <p>Note:</p> <ul style="list-style-type: none"> • For the purpose of this criterion, “multi-year complex international development projects” means an 	<p>25</p>

<p>international development project of at least three (3) years in duration over the last fifteen (15) years, and of a value of at least five million Canadian dollars (CAD\$5M).</p> <ul style="list-style-type: none"> The experience may have been acquired in the context of different projects. <p>Information on Result-Based Management Tools can be found on the following Department of Foreign Affairs, Trade and Development site: http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/NAT-92213444-N2H.</p>	
Sub-total	700
Total Technical Component	/700
Passing Mark	420
Financial Component	/300
Aboriginal Component	
Aboriginal Supplier Incentive	50
Total Adjusted Score	/1,050

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

**National Support for Local Investment Climates / National Support for Enhancing Local and
Regional Economic Development**

A. Contract

TIME-BASED

This CONTRACT (referred to as the “Contract”) is signed the *[day]* day of the month of *[month]*, *[year]*, 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]*, *[year]*, between, Her Majesty the Queen in right of Canada herein 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

Annex C: Security Requirements Check List [Not used]

I. General Conditions 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; or
 - (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; or
 - (iii) a credit union as defined in paragraph 137 (6) b) of the *Income Tax Act*; or
 - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - (v) 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. The 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 daily 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 a Canadian 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 profession.

- (n) **“Local Professional”** means Personnel engaged in the Recipient Country by the Consultant for the provision of Services under the Contract; who is a citizen or permanent resident of the Recipient Country, and who has specific professional/technical expertise in a field of work, excluding those defined as Local Support Staff.
- (o) **“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.
- (p) **“Member”** means any of the persons or entities that make up the consortium or joint venture; and “Members” means all these persons or entities.
- (q) **“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.
- (r) **“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.
- (s) **“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/>
- (t) **“Party”** means DFATD or the Consultant, as the case may be, and “Parties” means both of them.
- (u) **“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.
- (v) **“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.
- (w) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the SC.
- (x) **“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.
- (y) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (z) **“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.

- (aa) **“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.
- (bb) **“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.
- (cc) **“Terms of Reference”** means the document included as Annex B, Terms of Reference.
- (dd) **“Third Party”** means any person or entity other than DFATD and the Consultant.
- (ee) **“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 to 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 the locations 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 DFATD Authorities**
- 1.9.1 Only the Contracting and Technical Authorities specified in the SC are authorized to 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 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 Contractors, which may or may appear to impair the ability of the Consultant to perform the Services diligently and independently.
- 1.13 Translation of Documentation**
- 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 (with the exception of changes to the output level), value or period of Contract, modifications to any terms and conditions of the Contract, or to the logic model at the intermediate outcome level or higher 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 Plans and Reports

The Consultant will provide the Technical Authority with the plans and reports 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 plans and reports, Contract Change Forms, Project Change Forms through a notice as described in 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 20 working days.

**Contract
Change Form**

2.4.3 The types of changes to the contract detailed below must be approved by the Technical Authority through a Contract Change Form:

(a) The addition of a new position or a change in an existing position's description or level (in terms of qualifications and experience), or the replacement of Personnel with an individual with lower qualification as described in the GC 4.4.

(b) Any Fees related to the addition of a position or modification of Fees related to a change in a position, or replacement of Personnel as described under (a).

The Fees for replacement of Personnel with lower qualifications must be adjusted downward.

Fees are subject to verification and negotiation, if required, in accordance with the Consultant's procurement plan and/or DFATD's Guide for Rate Validation. In addition, Fees for local Professionals and Local Support Staff are subject to negotiation and must not exceed local market rates.

(c) Changes to the titles of the outputs or immediate outcomes identified in the logic model and changes to the descriptions of the outputs (if applicable) in Annex B, Terms of Reference.

(d) Reallocation of funds between the categories Fees, overseas costs for Personnel on long term assignment and Reimbursable Expenses as established in Annex A, Basis of Payment.

Changes become effective and amend the Contract on the date of the Technical Authority's approval of the Contract Change Form. Such changes will eventually be included in a subsequent amendment.

**Project Change
Form and
Annual Work
plan**

2.4.4 The types of changes to the Contract detailed below must be approved by the Technical Authority through a Project Change Form or annual work plan as the case may be:

(a) Replacement of any member of the Personnel assigned to an existing position(s) with a substitute with equivalent or better qualifications and experience or initial staffing of an individual to an existing position. Fees related to an existing position must remain unchanged. The overseas costs associated to the position(s) for the Personnel on long-term assignment must remain unchanged;

(b) New sub-activities, changes to sub-activities, or any increase or decrease greater than 10 percent, or \$10,000 whichever is greater, in the distribution of cost among the budget line items specified in Annex A, Basis of Payment.

Changes become effective on the date of the Technical Authority's approval of the Project Change Form or annual work plan, as the case may be.

**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**

2.6.1 A delay in the performance by the Consultant of any obligation under the Contract

Delay

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 and overseas costs for Personnel on long term assignment 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
of Consultant**

- 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 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. The Consultant agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.
- 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 and overseas costs for Personnel on long-term assignment 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 and overseas costs for Personnel on long-term assignment 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 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. The Consultant agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.

**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 discriminate 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 agree 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 Insurance

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

3.3.3 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, the proof of insurance in the form of a certificate

- Certificates** 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 their security.
- (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 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 and Contractors

Unless DFATD agrees in writing, the Consultant must ensure that each of its Sub-consultants and Contractors are 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 and advance payments made 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
Authorization to
Continue**

3.6.1 If specified in the SC, the following clause is applicable:

3.6.2 Upon completion of the plans and reports identified in the SC and described in the Annex B, Terms of Reference, the Contracting Authority will notify the Consultant, in writing, either that DFATD intends to proceed with the Contract or that DFATD wishes to withdraw any further support to the project.

If DFATD decides to withdraw its support, it will so inform the Consultant in writing and the Contract will be deemed to have come to an end without any cost or liability to DFATD.

**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 which 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 Assignments

Beneficiaries of the assistance project

3.7.2 Licence for the 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 that is intended, according to 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 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 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
Liability**

- 3.9.1 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.

**3.10
Equipment,
Vehicles and
Materials**

*Equipment,
Vehicles and
Materials
Furnished by
DFATD*

- 3.10.1
- (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.

*Equipment,
Vehicles and
Materials,
Services or Assets
Purchased by the
Consultant*

- 3.10.2 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.

- 3.10.3 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.

- 3.10.4 At the time of submission of the final report, or as required at any other time, 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.

**3.11
Use of DFATD/
Recipient
Country
property,**

- 3.11.1 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

facilities and electronic media

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.

3.12 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.

3.13 International Sanctions

3.13.1 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 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 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).

3.13.2 The Consultant agrees that DFATD relies on the Consultant's undertaking in the GC 3.13.1 to enter into this Contract, and that any breach of the undertaking will entitle DFATD to terminate this Contract under the GC 2.8.

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

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

3.13.5 The Consultant, its Personnel, Local Support Staff and Contractors must comply with changes to the regulations imposed during the period of the contract. The Consultant must 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.

3.14 Managing for Results

3.14.1 The Consultant must monitor project outputs and outcomes using indicators specified in the most recently approved version of the Performance Measurement Framework.

3.14.2 The Consultant must propose adjustments to sub-activities and outputs, in accordance with the provisions of the contract detailed under the GC 2.4, to ensure achievement of outcomes at the immediate, intermediate and ultimate levels.

3.14.3 Unless indicated otherwise in the SC, the Consultant must notify the Technical Authority within 5 working days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher. The Consultant must notify the Technical Authority using a notice as described in the GC 1.6. In the notice, the Consultant must provide an estimate of the financial impact on the annual budget of the identified issues, problems or potential risks. The Consultant must immediately work on alternate solutions and provide the Technical Authority with a work around plan (adjustment of sub-activities or outputs) within a time limit established by the Technical Authority.

3.14.4 The Consultant is requested to advise the Technical Authority of any innovative sub-activities and outputs that may improve the achievement of project immediate outcome or higher, as described in the logic model.

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,

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

- etc.** the SC. Any overtime requires prior authorization by DFATD. This applies to all Personnel. The Fees for less than one (1) day will be calculated by dividing the 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**
- New Position, Changes in Position Description or Level of an Existing Position or initial staffing of existing position*
- 4.4.1 The Consultant may propose a new position or a change the position description or the level (in terms of qualification and experience) of an existing position. The Consultant must submit to DFATD for its approval a detailed position description for the position, the curriculum vitae of the proposed individual, a written detailed justification as well as a rate justification for the request using a Contract Change Form.
- 4.4.2 Where applicable, a Project Change Form must be used by the Consultant to propose an individual for an existing position that was not previously staffed. The Consultant must submit the curriculum vitae of the proposed individual to DFATD for its approval.
- Existing Position - Replacement of Personnel*
- 4.4.3 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 4.4.3, 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 using a Project Change Form as indicated in the GC 2.4.4. 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 in accordance with the GC 2.4.3.
- 4.4.4 Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s).
- 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
Goods and
Services
Provided by the
Recipient
Country**

**5.2
Method of
Payment**

- 5.1.1 Annex B, Terms of Reference, indicates what goods and services will be provided by the Recipient Country, if any. If the Recipient Country does not make available the specified goods and services, the Consultant must inform DFATD as soon as possible. DFATD and the Consultant will then consider what measures to take in order to remedy the situation.
- 5.2.1 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 to 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.

Taxes

- 6.1.6 **Applicable Taxes**
- 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;
- (b) Overseas costs for Personnel on long-term assignment (Personnel assigned to the project in the Recipient Country for 12 or more consecutive months) as set forth in the GC 6.2.5; and
- (c) Reimbursable Expenses at cost without mark-up as set forth in the GC 6.2.7.

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 and as specified in the GC 6.3. 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:

- (a) For the Personnel based in Canada or on short-term assignment in the Recipient Country (less than 12 consecutive months), 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 Canada up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.
- (b) For Personnel on long-term assignment in the Recipient Country (12 consecutive months or more), 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. The time chargeable is limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.
- (c) For Local Professionals, 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 up to 6 Days a week, 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 For Personnel on long-term assignment in the Recipient Country (12

consecutive months or more):

6.2.5.1 a monthly rate per year inclusive of housing; basic utilities; and other expenses;

6.2.5.2 the total cost of relocation including a firm cost for mobilization and demobilization.

6.2.6 If specified in the SC, the Consultant may apply an administrative mark-up on Fees of Sub-consultants and costs of Contractors as detailed in the SC.

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

[The National Joint Council Travel Directive and the Special Travel Authorities serves as a ceiling for unit prices of certain Reimbursable Expenses]

- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive, (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive:
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, whenever possible, the services of Canadian carriers. The Consultant must endeavour to obtain the lowest possible airfare, such 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, incidentals and private vehicle usage, in accordance with 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;
 - (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, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;
 - (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";
 - (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>
- (b) purchase and transportation costs of equipment, and supplies required to carry out the project;
- (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
- (d) 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);
- (e) bank transfer fees related to the execution of the project;
- (f) the actual cost of salaries and fringe benefits for Local Support Staff,

excluding Local Professionals;

- (g) allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
- (h) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
- (i) field office expenses, including:
 - (i) actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
 - (ii) actual and Reasonable Costs of vehicles purchase or rental required for the project, and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and
 - (iii) actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan).
- (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of Contractor(s) and Personnel, related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan);
- (k) 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; and
- (l) any other reasonable expenses which are not considered to be Fees, overseas costs for Personnel on long-term assignment, 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.

**6.3
Provisions for
Multi-year
Contracts**

- 6.3.1 Fees and monthly rates are fixed on an annual basis.
- 6.3.2 If the Personnel are added during the period of the Contract, the Consultant must propose fixed annual Fees for the remaining Contract period. If DFATD accepts the proposed individual and the Fees, the fixed annual Fees becomes effective on:
 - (a) the Contract anniversary date; or
 - (b) if the date has passed, the date of the first workday for which the Consultant invoices DFATD after the Contract anniversary date.

**6.4
Currency of
Payment**

- 6.4.1 Payments by DFATD to the Consultant will be made in Canadian dollars.
- 6.4.2 Payments by the Consultant to its Local Professionals, Local Support Staff and local Contractor(s) may be in the local currency.
- 6.4.3 Expenses incurred by the Consultant not in Canadian dollars must be invoiced to DFATD in Canadian dollars using the exchange rate given by the Bank of America on the invoice date of the reimbursement request to DFATD. Any foreign exchange risks that may be associated with the payments to the Consultant by DFATD under this Contract is the sole responsibility of the Consultant.

**6.5
Irrevocable
Standby Letter
of Credit
(ISLC)**

- 6.5.1 Irrevocable Standby Letter of Credit (ISLC) is used for the following purposes:
 - (a) To cover advances, if permitted

If the SC permits advance payments to the Consultants under the Contract, no advance must be made until the Consultant or any member, provides DFATD with an ISLC acceptable to DFATD in the amount of the advance. An ISLC must be in place before any advance is made and must remain in effect until the entire advance payment has been liquidated.
 - (b) To guarantee the Consultant's performance

Within 28 Days of the signature of the Contract the Consultant or any Member must furnish the performance security as specified in the SC.

- 6.5.2 An ISLC must be in Canadian dollars.
- 6.5.3 An ISLC and amendments to an ISLC submitted by the Consultant must be sent to the Technical Authority. 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).
- 6.5.4 All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense.

6.6 Advances

- 6.6.1 A detailed list of expenses eligible for advance, if any, is specified in the SC.
- 6.6.2 No advance will be made until DFATD receives and approves a formal request for advance acceptable to DFATD in form and content covering a period not exceeding three (3) months, clearly indicating amounts required and including a forecast of estimated costs and any other information required by DFATD.
- 6.6.3 The Consultant must maintain records of all funds received and costs incurred and must submit to DFATD a statement of advances received and funds disbursed, acceptable to DFATD in form and content, at least once every three (3) months.
- 6.6.4 The Consultant must account for each advance payment, and each advance or any portion of advance must be recovered from the expenses for which the advances are made and will be deducted by DFATD starting from the first statement produced by the Consultant for these expenses until each advance is completely reimbursed. However, if the amount of an advance is in excess of the expenses incurred for which the advance was authorized the difference will be deducted out of any money payable by DFATD to the Consultant.
- 6.6.5 The Consultant must maintain an interest bearing account whenever possible into which the Consultant must deposit, apart from all other funds of the Consultant, all advances made by DFATD to the Consultant under this Contract. Any and all interest earned may be utilized for project purposes only at the end of the project if approved in advance by DFATD.
- 6.6.6 Where an advance payment has been made to the Consultant which, in the opinion of DFATD, is no longer required by the Consultant for the purposes of the Contract, the Consultant must upon first demand from DFATD, return to DFATD such advance payment or any unliquidated portion together with any incidental interest earned.
- 6.6.7 For the purposes of the GC 6.6.6, incidental interest earned means the amount of interest earned by the Consultant on the advance payment.

6.7 Mode of Billing and Payment

- Billings and payments in respect of the Services will be made as follows:
- 6.7.1 Subject to the GC 6.7.2 through 6.7.7, DFATD will pay the Consultant, not more often than once per month, the Fees, overseas costs for Personnel on long-term assignment and Reimbursable Expenses outlined in the GC 6.2 paid by the Consultant during the previous month.
- 6.7.2 No payments will be made to the Consultant until DFATD receives properly completed documentation specified in the SC.
- 6.7.3 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 SC.
- 6.7.4 Within 15 Days of the receipt of the documentation required under the GC 6.7.2, 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.
- 6.7.5 Any Fees, overseas costs for Personnel on long-term assignment or Reimbursable Expenses paid by the Consultant which are the subject of the notification in the GC 6.7.4 will be excluded for the purposes of payment under the GC 6.7.1 until the Fees, overseas costs for Personnel on long-term assignment or Reimbursable Expenses have been accepted by DFATD.
- 6.7.6 Subject to the GC 6.7.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the GC 6.7.2.
- 6.7.7 With the exception of the final payment under the GC 6.8, 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.
- 6.8 Final Payment**
- 6.8.1 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 pay the balance due against the Contract.
- 6.9 Right of Set-Off**
- 6.9.1 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.
- 6.10 Interest on Overdue Accounts**
- 6.10.1 In this GC:
- (a) "amount due and payable" means an amount payable by DFATD to the Consultant in accordance with the GC 6.2;
 - (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 6.7.2 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 6.7.2.
- 6.10.2 DFATD will pay at the Consultant's request, simple interest at the bank rate plus 3 percent on any amount overdue.
- 6.10.3 Interest will not be payable on advance payments.
- 6.10.4 Interest will only be paid when DFATD is responsible for the delay in paying the Consultant.
- 6.11 Debts left in the Recipient Country**
- 6.11.1 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), (bb) and 1.9	<p>Contracting Authority</p> <p>The Contracting Authority for this Contract is: <i>«Title of the Contract Authority»</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</p> <p>The Technical Authority for this Contract is: <i>«Title of the Project Manager»</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 (o)	<p>For the purpose of this Contract, the following positions are also acceptable under the Local Support Staff:</p> <ul style="list-style-type: none"> • Admin Assistant • Logistics Assistants • Information Systems Assistant
Definitions (w)	Recipient Country is Indonesia
1.3.1	The law governing the contract is the law applicable in the province or territory of <i>[insert province or territory]</i>
1.6.1	<p>The addresses are:</p> <p>DFATD : 200 Promenade du Portage Gatineau, Québec K1A 0G4</p> <p>Attention : Facsimile :</p> <p>Attention : Facsimile :</p> <p>Consultant (all Members of a consortium should be listed here):</p> <p>Attention : _____ Facsimile : _____</p>
1.8	The Member in Charge is <i>[insert name of member]</i>
2.2.1	The period of the Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.
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> <p>(a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;</p>

	<p>(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> <p>2. Errors and Omissions Liability Insurance 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. The insurance will include the following: (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> <p>3. Health Insurance The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Intercultural Training Centre, pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or Contractors for medical reasons.</p> <p>4. 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. The insurance will include the following: 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>
<p>3.4.1</p>	<p>Security Requirement: Not applicable</p>
<p>3.6.1</p>	<p>Authorization to continue is applicable to this Contract: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> The following plans and reports will be subject to the Authorization to Continue: <ul style="list-style-type: none"> • Project Implementation Plan (PIP) </p>
<p>3.12</p>	<p>For Consultants not 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</p>

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 Affairs, Trade and Development Canada (DFATD)";*
«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)».

3.12.4 Posting of Material

The Consultant will be required to prominently display, on its website, graphic 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

	<p>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: <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> <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>						
3.14.3	The Consultant must notify the Technical Authority within thirty (30) Days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher.						
4.2.1 and 6.2.3	Number of hours in a Day is 7.5.						
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>						
6.2.6	<p>The administrative mark-up rate is: <i>[insert rate]</i></p> <p>This rate will be applied to Sub-consultants and Contractors added during the implementation of the project as follows:</p> <table border="1" data-bbox="451 1935 1344 2171"> <thead> <tr> <th data-bbox="451 1935 868 2002"></th> <th data-bbox="868 1935 1344 2002">Application of the rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 2002 868 2104">Sub-consultants assigned to the project</td> <td data-bbox="868 2002 1344 2104">Fees invoiced by the Sub-consultants</td> </tr> <tr> <td data-bbox="451 2104 868 2171">Contractors</td> <td data-bbox="868 2104 1344 2171">Costs invoiced by the Contractors</td> </tr> </tbody> </table> <p>When an employee is added during the contract, Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the Personnel as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
	Application of the rate						
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						

6.2.7 (l)	<p>In addition to the listed Reimbursable Expenses in the GC 6.2.7, the following expenses will also be considered Reimbursable Expenses under the Contract:</p> <ul style="list-style-type: none"> • Innovation Fund
6.5.1 (a) and 6.6.1	<p>Advance payment is permitted: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>The following provisions will apply to the advance payment and the advance payment guarantee:</p> <ul style="list-style-type: none"> (a) Subject to the GC 6.6, DFATD will make advance payments to the Consultant not exceeding <i>[insert amount]</i> in Canadian dollars to cover the following expenses: <ul style="list-style-type: none"> (i) Expenses associated with setting up a new local office in the Recipient Country; (ii) Long-term leases for offices; (iii) Procurement of manufactured equipment (project assets); (iv) Costs associated with students and trainees as specified in DFATD's Management of Students and Trainees in Canada: Manual for Executing Agencies; and (v) Flow-through costs, Innovation Fund. (b) At no time can there be more than 2 outstanding advances and these must not exceed <i>[insert amount]</i> Canadian dollars. (c) The advance payment guarantee (ISLC) must equal the total outstanding advance payments in Canadian dollars.
6.5.1 (b)	<p>The performance security must be in the amount of 10 percent of the total contract amount as specified in GC 6.1.1 in the form of an ISLC acceptable to DFATD. Such ISLC must remain valid for 6 months after the completion of the Services.</p>
6.7.2	<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, monthly rates and expenses paid during the previous month supported by the following documentation properly completed:</p> <ul style="list-style-type: none"> (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 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. (b) Any relevant details of the costs for Personnel on long-term assignment as may be requested by DFATD. Proofs that the costs were actually incurred for the identified Personnel must be provided in a form acceptable to DFATD (e.g. boarding pass, lease, etc). (c) Details of Reimbursable Expenses paid, including all information which supports the expenses. (d) 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. (e) 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

	<p>currency.</p> <p>(f) If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.</p> <p>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>6.7.3</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>GLAcct/ 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 C: Security Requirements Check List – not applicable

ANNEX A – BASIS OF PAYMENT

1. PERSONNEL	FIRM ALL-INCLUSIVE DAILY FEE, \$						SUB-TOTAL ESTIMATED COST
1.1 Personnel based in Canada or on short-term assignment in the Recipient Country	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	
<i>Position A</i>							
<i>Position B</i>							
<i>Position C</i>							
1.2 Personnel on long-term assignment in the Recipient Country	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	
<i>Position D</i>							
1.3 Local Professionals	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	
<i>Position E</i>							
<i>Position F</i>							
1.4 Additional Personnel and Contractors to be determined during Project implementation							
<i>Sub-Total – Personnel FEES, \$</i>							
1.5 OVERSEAS COSTS FOR PERSONNEL ON LONG-TERM ASSIGNMENT IN THE RECIPIENT COUNTRY	MONTHLY RATE						SUB-TOTAL
	Y1	Y2	Y3	Y4	Y5	Y6	
<i>Position D</i>							
1.6 RELOCATION COST FOR PERSONNEL ON LONG-TERM ASSIGNMENT IN THE RECIPIENT COUNTRY	Mobilization			Demobilization			SUB-TOTAL
<i>Position D</i>							
<i>Sub-Total – Overseas costs for Personnel on long-term assignment, \$</i>							
2. Reimbursable Expenses							
a) Travel and living expenses							
b) Equipment purchase and transportation costs							
c) Communication costs							
d) Translation and reproduction costs							
e) Bank charges							
f) Cost of Local Support Staff							
g) Allowances for DFATD award students and trainees							
h) Expenses of counterpart personnel							

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i) Field office expenses	
j) Training expenses	
k) Flow Through	\$2,000,000 Innovation Fund
L) Other	
	<i>Sub-Total – Reimbursable Expenses, \$</i>
	CONTRACT AMOUNT, EXCLUDING APPLICABLE TAXES \$

ANNEX B – TERMS OF REFERENCE (TOR)

(TBD)

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

Not Applicable

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]
