

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 Project *Strengthening Education for Mining in Ethiopia (STEM)*.

The STEM project aims to increase domestic employment in the mining industry in Ethiopia by: 1) strengthening key Ethiopian universities to develop more industry driven geology and mining engineering undergraduate programs that will improve employability of university graduates ; 2) supporting the Technical and Vocational Education and Training (TVET) system to deliver training on high priority occupational standards, and implement innovative short-term training programs to improve the employability of local communities in mining-related fields, particularly women, with low levels of education.

The Consultant will manage the project in collaboration with the Ethiopian Ministry of Mines, 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.

The Consultant will be responsible for: 1) assessing mining curriculum for geology and mining engineering and implement appropriate measures to address gaps; 2) procuring modern and relevant laboratory and library equipment based on a needs assessments ; 3) conducting gender analysis and design strategy to maximize female student success; 4) establishing institutional partnerships for mentoring and resource sharing; 5) addressing short and medium term technical gaps (skills and knowledge) within universities for mining sector; 6) training and providing follow up support on mining related pedagogy for university instructors and lab technicians delivering mining curriculum; 7) establishing and supporting work-study and/or co-op programs for mining engineering and geology students with industry and government ; 8) providing training and follow up support to university staff on gender equality issues in mining and addressing female students' concerns regarding related employment opportunities; 9) developing training modules on technical mining specific topics in accordance with mining occupational standards; 10) developing mobile training modules on vocational and employability skills in occupations relevant to the mining sector targeting people with low literacy, particularly women; 11) providing training and follow up support to TVET trainers to develop and deliver new modules to engage local communities in the mining sector; 12) partnering with industry to establish joint mechanisms for training; 13) providing training and follow up support to TVET instructors in designing women tailored training programs; 14) conducting gender analysis and design strategies to address the socio cultural barriers that limit women's and local community participation and benefits from mining related jobs; 15) conducting local community mining awareness campaigns to develop a shared understanding between companies and communities about job opportunities in the mining sector, especially for women; 16) conducting awareness campaigns within the mining industry to promote inclusive employment of women and vulnerable communities in the mining sector; and 17) establishing community structures based on existing local governance structures to address community employment-related grievances.

Additional information related to the requirement is detailed in section 4, Terms of Reference.

The services are expected to start in September 2015 for a period of five (5) 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 # SEL.: 2016-D-000284-1

*For the provision of consulting and professional services
in relation to*
Strengthening Education for Mining in Ethiopia

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.

- | | |
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| 1.
Introduction | <p>1.1 The purpose of this RFP is to select a Consultant to provide the Services and enter into the resulting Contract.</p> <p>1.2 Bidders are invited to submit a technical proposal and a financial proposal in response to this RFP.</p> <p>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.</p> <p>1.4 The successful Bidder will be required to provide all Services.</p> <p>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.</p> <p>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.</p> |
| 2.
Cost of Proposal preparation | <p>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.</p> <p>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.</p> <p>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.</p> |
| 3.
Governing Law | <p>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.</p> <p>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.</p> |
| 4.
Bidders | <p>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.</p> <p>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.</p> <p>4.3 This RFP is limited to Canadian individuals and entities as described in TECH-2: Certifications.</p> <p>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</p> |
- 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 to the following address:

Foreign Affairs, Trade and Development Canada
Distribution and Mail Services - AAG
Lester B. Pearson 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.

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

- 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.

**8.
Preparation of**

- 8.1 In preparing their Proposals, Bidders are requested to examine in detail the documents comprising this RFP and prepare a Proposal addressing all

Proposal		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	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:
Mandatory Forms to Be Provided		(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**

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

Evaluation

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">Administrative assistant
Definitions (cc)	The Recipient Country is Ethiopia.
Definitions (ee)	The RFP Closing Date is 2015-05-05 at 14:00 hrs, Eastern Standard / Eastern Daylight Saving Time (EST/EDT) (RFP Closing Date)
1.5	Bidders' Conference: YES__ NO <input checked="" type="checkbox"/> Site tour: YES__ NO <input checked="" type="checkbox"/>
1.6	Visit can be arranged: YES__ NO <input checked="" type="checkbox"/>
1.6, 6.2, 11.1 and 13.1	DFATD Point of Contact is: André Gagné Senior Contracting Officer Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec K1A 0G4 Facsimile: 819-953-9186 Email: andre.gagne@international.gc.ca
2.3	Location of contract negotiation: Gatineau, Quebec, CANADA
7.2	Bidder is requested to submit: <ul style="list-style-type: none">Technical proposal: The original, five (5) hard copies and one electronic version (in USB or CD-ROM)Financial proposal: The original and two (2) hard copies In the event of a discrepancy between the electronic version and the paper version, the original paper version prevails.
7.9	Page size other than 8.5" X 11" or A4 is acceptable: YES__ NO <input checked="" type="checkbox"/> With the exception of TECH-5A, TECH-5C, TECH-5D and FIN-1A that can be submitted in 8.5"X14"
7.10 (c)	Financial statements are to be included in the Proposal: YES__ NO <input checked="" type="checkbox"/>
8.2	Additional documentation is available: YES__ NO <input checked="" type="checkbox"/>

9.6	<p>Cross-referencing is recommended:</p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>																						
9.8 (a) and 11.18	<p>A minimum number of person-days is required for the following Personnel positions: (Level of effort (LoE) is based on a five-year project)</p> <table><thead><tr><th>Personnel type</th><th>Minimum LOE (Days)</th></tr></thead><tbody><tr><td>Management</td><td></td></tr><tr><td>Canadian Project Director (PD)</td><td>1125</td></tr><tr><td>Procurement Specialist</td><td>200</td></tr><tr><td>Expertise</td><td></td></tr><tr><td>Technical Expert for Technical and Vocational Education and Training (TETVET)</td><td>900</td></tr><tr><td>Technical Expert for Higher Education (TEHE)</td><td>900</td></tr><tr><td>Geology and Mining Specialist</td><td>300</td></tr><tr><td>Gender Equality Specialist</td><td>500</td></tr><tr><td>Capacity Development Specialist</td><td>300</td></tr><tr><td>Local Community Expert</td><td>300</td></tr></tbody></table>	Personnel type	Minimum LOE (Days)	Management		Canadian Project Director (PD)	1125	Procurement Specialist	200	Expertise		Technical Expert for Technical and Vocational Education and Training (TETVET)	900	Technical Expert for Higher Education (TEHE)	900	Geology and Mining Specialist	300	Gender Equality Specialist	500	Capacity Development Specialist	300	Local Community Expert	300
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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 provide the following expenses in FIN-3:</p> <ul style="list-style-type: none">Equipment Purchase Fund limited to \$1,775,000 CAD by DFATD																						
10.7 and 11.17	<p>Available funding</p> <p>The available funding for the Contract resulting from this RFP is twelve million Canadian dollars (\$12,000,000 CAD), excluding Applicable Taxes.</p> <p>Of that amount, DFATD has reserved a budget of three million five hundred thousand Canadian dollars (\$3,500,000 CAD) for set-aside for other personnel and contractors and an amount of one million, seven hundred seventy-five thousand Canadian dollars (\$1,775,000 CAD) for an Equipment Purchase Fund to be managed by the Consultant as flow through funds. This Equipment Purchase Fund is described in Section 4, <i>Terms of Reference</i> under part 3.2.2.1 Activities and Outputs (Output 1112). The budget reserved for this flow through fund is indicated in FIN-3, as a reimbursable expense fixed by DFATD.</p> <p>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 five thousand, seven hundred Canadian dollars (\$5,700 CAD) per month for the Canadian Project Director.</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 expensesProfit <p>This rate will be applied as follows :</p> <table><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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Contractors	Costs invoiced by the Contractors																						

	<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>										
11.3	<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>										
11.10 and 11.13	<p>The minimum technical score required is 420 points. Only Proposals that achieve a minimum technical score are considered compliant.</p>										
11.15, 11.18, and 12.4 (d)	<p>Evaluation of financial proposals</p> <p>Minimum LOE has been established by DFATD:</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 is the sum of the sub-totals of all the positions identified by DFATD Should the Bidder provide a level of effort higher than the minimum specified, the total cost of Fees will be calculated by adding the sub-totals of the Bidder’s average Fees multiplied by the Bidder’s level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A.</p> <p>Should the Bidder provide a level of effort lower than the minimum specified, the total cost of Fees will be calculated by adding the sub-totals of the Bidder’s average Fees multiplied by DFATD's minimum level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A. For contracting purposes, DFATD's minimum level of effort will be indicated in the resulting contract.</p> <p>ii) The total overseas costs for Personnel on long-term assignment will be calculated by multiplying the average all-inclusive monthly rate by the number of months identified by DFATD plus 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><tr><th>Bidder</th><th>Year 1</th><th>Year 2</th><th>Year 3</th><th>Average rate</th></tr><tr><td>Bidder B</td><td>\$2100</td><td>\$2250</td><td>\$2400</td><td>\$2250</td></tr></table>	Bidder	Year 1	Year 2	Year 3	Average rate	Bidder B	\$2100	\$2250	\$2400	\$2250
Bidder	Year 1	Year 2	Year 3	Average rate							
Bidder B	\$2100	\$2250	\$2400	\$2250							

	<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><tr><th>Adjusted Year 1</th><th>Adjusted Year 2</th><th>Adjusted Year 3</th></tr><tr><td>2100*0.80 = \$1680</td><td>2250*0.80 = \$1800</td><td>2400*0.80 = \$1920</td></tr></table> <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 identified under FIN-1B.</p>	Adjusted Year 1	Adjusted Year 2	Adjusted Year 3	2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920
Adjusted Year 1	Adjusted Year 2	Adjusted Year 3					
2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920					
11.14	<p>FIN-1B - Competed mark up: Administrative mark-up cost 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> <p>Administrative mark-up cost = budget set-aside \$× $\frac{\% \text{ of mark-up rate}}{(1 + \% \text{ of mark-up rate})}$</p>						
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> <p>Bidder B’s financial score = $\frac{\text{Bidder A’s financial price}}{\text{Bidder B’s financial price}} \times 300$</p>						
11.16	<p>The clause is applicable: YES___NO <input checked="" type="checkbox"/></p>						
13.1(c)	<p>The Bidder is subject to security requirements: YES___ NO <input checked="" type="checkbox"/></p>						
13.1(d)	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none">(a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;(b) Bodily Injury and Property Damage to Third Parties;(c) Product Liability and Completed Operations;(d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;(e) Cross Liability and Separation of Insured;(f) Employees and, if applicable, Volunteers as Additional Insured;(g) Employer’s Liability;(h) Broad Form Property Damage;(i) Non-Owned Automobile Liability; and(j) 30 Days written notice of policy cancellation.						

	<p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and b) 30 Days written notice of cancellation. <p>3. 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> <ul style="list-style-type: none"> a. Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; b. Cross Liability and separation of insured, to the extent permitted by law; c. Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and d. 30 Days written notice of cancellation.
16.1	<p>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.</p>
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> <ul 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 <i>Management of Students and Trainees in Canada: Manual for Executing Agencies</i>; and (e) Equipment Purchase Fund.
19.1	<p>Expected date for commencement of consulting and professional services is no later than thirty (30) days following the signature of the contract.</p>

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: Foreign Affairs, Trade and Development Canada Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario K1A 0G2 CANADA Attention: Bid Receiving Unit – SGD	
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: ***Strengthening Education for Mining in Ethiopia***

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://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - 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 ESDC-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 ESDC-Labour.
 OR
 - ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-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.

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:	
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

Guidance to Bidders:

Bidders are required to use the following TECH forms as part of their technical proposals:

TECH-5A, Work Breakdown Structure (WBS) - List of Sub-Activities;

TECH-5B, Resource Allocation; NOT APPLICABLE FOR THIS RFP

TECH-5C, Project Performance Measurement Framework (PMF);

TECH-5D, Risk Register.

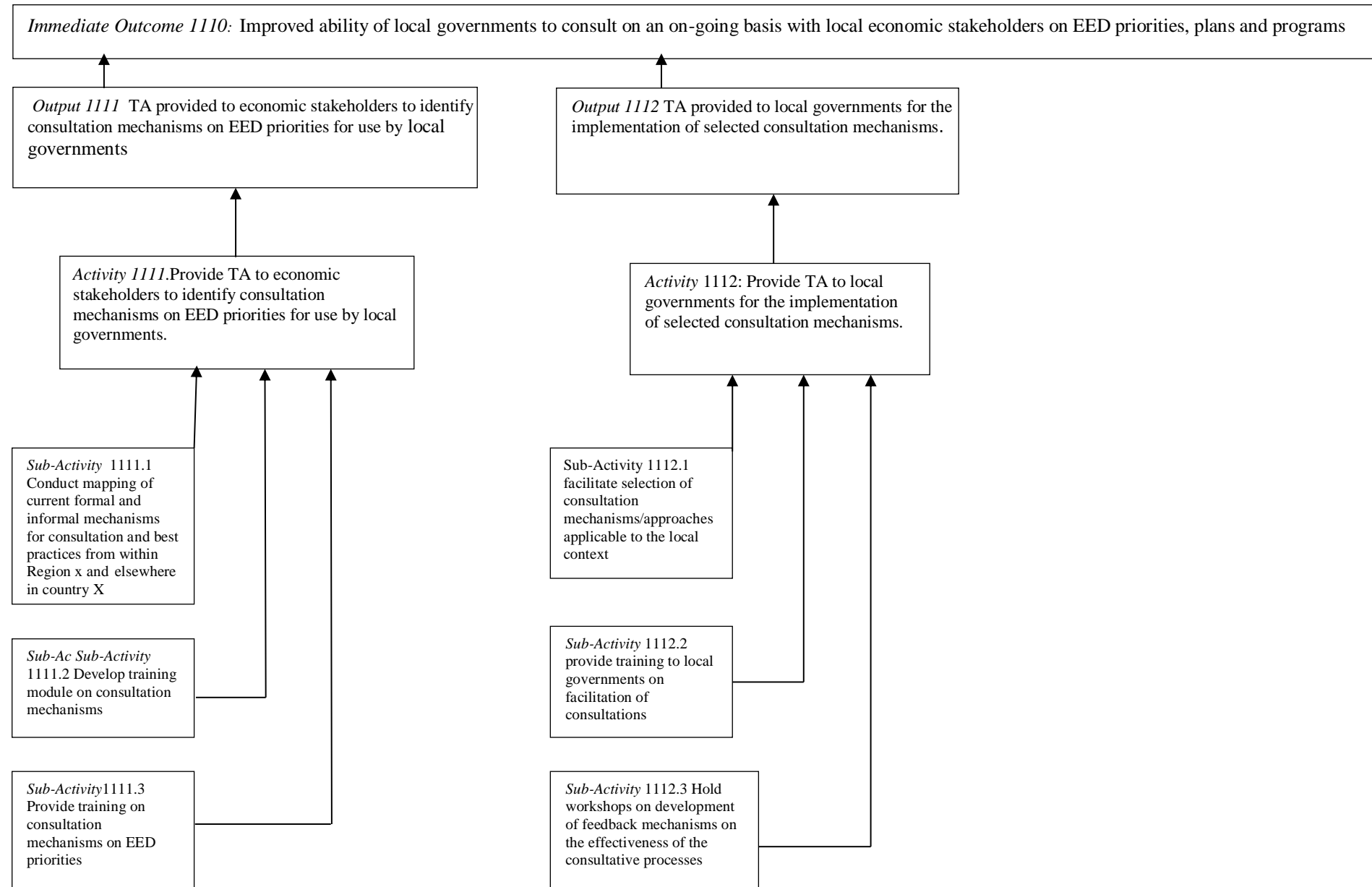
FORM TECH-5A
WORK BREAKDOWN STRUCTURE – LIST OF SUB-ACTIVITIES

Guidance to Bidders:

The Work Breakdown Structure (WBS) is a snapshot of the implementation plan. It illustrates the link between the planned sub-activities and the activities and outputs on one hand with the immediate outcomes in the Project Logic Model on the other. The WBS organizes all programming and management activities into basic work packages called WBS categories. The Work packages matrix should contribute to the outcomes in the Project Logic Model provided in Section 4 of this RFP.

Note: Bidders are requested to follow the format attached. The information in the example is for illustrative purposes only.

For background information on DFATD’s approach to Results Based Management, Bidders should consult the Results-based Management page on DFATD’s website.

FORM TECH-5A / Work Breakdown Structure

FORM TECH-5C
PROJECT PERFORMANCE MEASUREMENT FRAMEWORK (PMF)

Guidance to Bidders:

The Performance Measurement Framework is one of the deliverables of the contract and is used to systematically plan the collection of relevant data over the lifetime of a project to assess and demonstrate progress made in achieving expected results.

Note that for the purpose of the evaluation, the row for the Ultimate and Intermediate Outcomes and the columns for the baseline data and targets are not to be filled out.

For background information on DFATD’s approach to Results Based Management, Bidders should consult the Results-based Management page on DFATD’s website.

FORM TECH-5C / PROJECT PERFORMANCE MEASUREMENT FRAMEWORK (PMF)

Expected Results	Indicators	Baseline Data	Targets	Data Sources	Data collection Methods	Frequency	Responsibility
ULTIMATE OUTCOME (LONG TERM)							
1000 Increased number of Ethiopian men and women with relevant skills and qualifications for work in the mining sector in Ethiopia.							
INTERMEDIATE OUTCOMES (MEDIUM TERM)							
1100 Improved ability of university degree programs in geology and mining engineering to produce graduates, especially female, that have the environmental and technical knowledge and skills needed by the mining sector.							
1200 Increased relevant technical, vocational and employment skills by local community members, especially women, in communities around mine sites and in the mining hubs.							

FORM TECH -5C / PROJECT PERFORMANCE MEASUREMENT FRAMEWORK (PMF)

Expected Results	Indicators	Baseline Data	Targets	Data Sources	Data collection Methods	Frequency	Responsibility
OUTPUTS							
1111 Updated and relevant mining engineering and geology curriculum and related environmental curriculum introduced in selected universities							
1113 Gender strategy developed and implemented to maximize female student success							
1121 Training and professional development provided to university instructors to address identified gaps in mining related technical skills and knowledge							
1123 Industry/education linkages and exchanges established between universities, government and the private sector							
1211 Training modules on technical mining specific topics developed in accordance with mining occupational standards							

FORM TECH -5C / PROJECT PERFORMANCE MEASUREMENT FRAMEWORK (PMF)

Expected Results	Indicators	Baseline Data	Targets	Data Sources	Data collection Methods	Frequency	Responsibility
OUTPUTS							
1213 TVET trainers trained on developing and delivering new modules to engage local communities in the mining sector							
1214 New mechanisms established for joint industry-TVET training							
1222 Awareness campaigns conducted in local communities to develop a shared understanding between companies and communities about job opportunities in the mining sector, especially for women							

FORM TECH-5D
RISK REGISTER

Guidance to Bidders:

A risk register lists the most important risks, the results of their analysis, and a summary of risk-response strategies. Information on the status of the risk is included over a regular reporting schedule. The risk register should be continuously updated and reviewed throughout the course of a project.

Note that for the purpose of the evaluation, the shaded areas of the table below are not to be filled out.

A package for partners on RBM tools and guidelines, including on Risk Register can be found at: DFATD’s website.

FORM TECH-5D / Risk Register

Risk Identification		Mitigation Measures	Risk Level – Very Low/Low/High/Very High L = Likelihood, I = Impact			Investment LM Statement
			Date 1	Date 2	Date 3	
Operational Risk						
Op1			L= I =	L = I =	L= I =	
Financial Risk						
Fin1			L= I =	L = I =	L= I =	
Development Risk						
Dev1			L= I =	L = I =	L= I =	
Reputation Risk						
Rep1			L= I =	L = I =	L= I =	
Gender Equality Risk						
Gender Equality			L= I =	L = I =	L= I =	
Environmental Risk						
Environmental			L= I =	L = I =	L= I =	
Governance Risk						
Governance			L= I =	L = I =	L= I =	

FORM TECH- 6
PERSONNEL
FORM TECH-6A

CURRICULUM VITAE FOR PROPOSED PERSONNEL

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

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 and an estimated level of effort (LOE) for all positions of Personnel identified by DFATD in the RFP. The Bidder cannot add any other positions.

Fees for Personnel Positions Identified by DFATD									
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 \$	Minimal LOE* Established by DFATD (Days)	(LOE) Estimated by the Bidder (Days)	Sub-Total Estimated Cost = Average of (years 1, 2, 3,4 and 5) x Total LOE
	Canadian Project Director (PD)						1125		
	Technical Expert for Technical and Vocational Education and Training (TETVET)						900		
	Technical Expert for Higher Education (TEHE)						900		
Bidder is not required to specify the names for the Procurement Specialist, Geology and Mining Specialist, Gender Equality Specialist, Capacity Development Specialist and the Local Community Expert.	Procurement Specialist						200		
	Geology and Mining Specialist						300		
	Gender Equality Specialist						500		
	Capacity Development Specialist						300		
	Local Community Expert						300		
						Subtotal (LOE)	4525		
SUBTOTAL-1 (exclusive of any taxes) - Total (Fees)									\$

* For the entire duration of the project

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 (years 1, 2, 3, 4 and 5) x Total number of months
		Year 1	Year 2	Year 3	Year 4	Year 5		
	Canadian Project Director (PD)						54	
		SUBTOTAL-2 (exclusive of any taxes) - Total (housing, basic utilities, other expenses)						\$
						Ceiling for the monthly rate		\$5,700

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)
	Canadian Project Director (PD)			
		SUBTOTAL-3 (exclusive of any taxes) – Total (Cost of relocation)		\$

TOTAL COST FOR FIN 1-A= 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 \$3.5 million × $\frac{\% \text{ of mark-up}}{(1 + \% \text{ of mark-up})}$	FIN-1B = \$ _____
BUDGET SET-ASIDE FOR OTHER PERSONNEL* AND CONTRACTORS	\$3.5 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

#	Description	Units	\$, Per Unit	Sub-total, \$
a	Travel and Living Transportation Meals, incidentals and private vehicle Visa costs Accommodation Other*			
	Total - a) \$			
b	Purchase and Transportation costs for Equipment Vehicles Supplies			
	Total - b) \$			
c	Communication costs			
d	Translation 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			
	Total - i) \$			
j	Training Expenses Tuition Textbooks and Manuals Rent of training facilities Presentation equipment and supplies			
	Total - j) \$			
k	Equipment Purchase Fund			1,775,000
	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

Strengthening Education for Mining in Ethiopia

Acronyms

AASTU	Addis Ababa Science and Technology University
AAU	Addis Ababa University
AXU	Axum University
BSC	Bachelor of Science
DFATD	Department of Foreign Affairs, Trade and Development
ECCO	Ethiopia Canada Cooperation Office
ESDP	Education Sector Development Program
GoE	Government of Ethiopia
HEIs	Higher Education Institutions
ICT	Information and Communication Technology
MKU	Mekele University
MoE	Ministry of Education
MoFED	Ministry of Finance and Economic Development
MoM	Ministry of Mines
MSC	Master of Science
OS	Occupational Standards
PIP	Project Implementation Plan
PSC	Project Steering Committee
RCC	Regional Coordination Committee
STEM	Strengthening Education for Mining
ToT	Training of Trainers
TVET	Technical and Vocational Education and Training
U.K.	United Kingdom
U.S.A	United States of America

1 Project Context

Ethiopia is the second most populous country in Africa and ranks 173 out of 187 countries on the United Nations Development Program's 2012 Human Development Index. Approximately 29 percent of its 96 million inhabitants live below the absolute poverty line of less than US\$1.25/day¹ and 10 percent face periods of food shortages annually. Ethiopia has made major development strides in recent years, owing in large part to a government that is strongly committed to poverty reduction. The Government of Ethiopia (GoE) spends almost two-thirds of its annual budget on socio-economic development and aims to achieve lower middle-income status by 2025. Economic growth rates in Ethiopia are among the highest in the world. Over the last decade, poverty rates have fallen, and the country is on track to achieve six of the eight Millennium Development Goals.

1.1 Mining Sector in Ethiopia

Artisanal mining has a long history and plays an important role in sustaining livelihoods in Ethiopia. Currently, 5-7 million miners and their families take part in or benefit from artisanal mining of precious minerals (gold and gemstones). Larger-scale mining includes metallic minerals (gold, tantalum), potash, and various industrial and construction materials, yet at this stage, the mining sector's contribution to Ethiopia's Gross Domestic Product is low. The largest gold mine in Ethiopia produces about 4.5 tons per year and gold is now the number two export earner, after coffee. Studies have identified a geological environment hosting a wide variety of metallic and non-metallic mineral resources, thus the country is expected to experience a mining boom in the near future.

The Ministry of Mines (MoM) is responsible for promoting and regulating the development of the mineral and petroleum resources of the country. The Ministry administers and supervises all large scale mining operations, including issuing prospecting, exploration and mining licenses for foreign investors and to those in joint venture with Ethiopian investors. The Regional governments issue licenses and administer all artisanal and small scale mining operations owned by Ethiopians and issue prospecting and exploration licenses to national investors in materials for the construction sector.

Many private exploration companies are currently conducting exploration activities in different parts of the country. Foreign mining companies from Italy, Saudi Arabia, U.S.A, Canada, Australia, India and U.K. are engaged in Ethiopia in the exploration of gold, potash, platinum, oil and gas. Sixteen Canadian companies have signed exploration agreements with the Ethiopian government.

Ethiopia's legal and regulatory frameworks for the extractives sector are considered up to date and relatively competitive internationally, which is a positive factor to attract private investment, both national and foreign. Expanding the mining sector is a priority in Ethiopia's five-year national plan, the Growth and Transformation Plan (2010-2015). Mining is regarded as an important future contributor to economic growth, foreign exchange and government revenue. Increasing local employment in all phases of the mining life cycle is critical for ensuring that mining contributes to sustainable development. However, the industry is still at an early stage of development. Only two large-scale mines are in operation - a gold mine with 1,200 employees and a tantalum mine with 600 employees. Large scale potash production is planned with the recent (2013) awarding of a mining license to a Canadian company.

Mineral potential is located in three main areas of the country: in the north, southwest and southern interior. The country has identified significant potential for potash and gold mining near the border of Eritrea and the Ethiopian regions of Afar and Tigray. Gold deposits have also been found near the border of Sudan with the Ethiopian region of Benishangul-Gumuz. Afar and Benishangul-Gumuz are emerging regions with higher levels of poverty than other Ethiopian regions. Mining could generate needed revenue and employment for these emerging regions, however, low levels of education and pastoralist and traditional lifestyles will make it difficult for local populations to access employment from mining. In addition, these proud traditional cultures could resist mining activities if employment is not accessible to local peoples.

According to a study commissioned by the Department of Foreign Affairs, Trade and Development (DFATD) in 2013, within the next five years, the mining industry could employ as many as 10,000 direct employees in large scale mining operations. This direct employment would have a multiplier impact on the local and national economy, contributing as many as 30,000 indirect jobs in areas such as maintenance, construction, transportation and procurement activities. As new mines open, the shortage of skilled mining engineers, technicians and skilled labourers will become more acute. Ethiopian universities and technical and vocational education and training (TVET) institutions will have a major role to play in addressing these shortages and in ensuring education and training is accessible to local populations.

The growing presence of exploration companies is creating pressure for the GoE to effectively manage and develop the sector. There is a need to strengthen mining related skills and knowledge to ensure that: (1) there are sufficient and qualified human resources to effectively manage the sector in a way that contributes to responsible development; and (2) local people, including women, can fully benefit from jobs and business opportunities in a modern mining industry.

¹ Source: Government of Ethiopia (based on the 2010 poverty survey). Latest World Bank figures for Ethiopia (2005) report a Poverty Headcount Ratio of 39 percent at US\$1.25/day.

1.2 Education Sector in Ethiopia

The Education Sector Development Program (ESDP) is a government-led program-based approach to develop the education sector with active participation of all stakeholders, including the private sector. It is currently in its fourth phase (2010-2015) and addresses primary, secondary, technical and vocational education and training (TVET) and higher (university) education.

1.2.1 Higher Education

The Higher Education Proclamation (2009) functions as the legal basis for transformation of higher (university) education. Responsibilities and tasks in higher education are divided amongst the Ministry of Education (MoE) and Higher Education Institutions (HEIs). The MoE is responsible for implementing the national higher education strategy and policies and for student admission and placement. HEIs, both public and private, are responsible for education, research and community service.

The Higher Education sector is in a phase of rapid expansion. Many new universities have been established (from 8 in 2006 to 31 in 2013); the enrolment rate is increasing (from 200,000 in 2006 to 500,000 in 2013); and the variety of programs offered to students is expanding. The MoE's enrolment targets are to have 70 per cent of students in science and technology programs with the remaining 30 per cent in social science programs, reflecting the government's determination that science and technology are the drivers of development of the country and its goal to be a lower middle income country by 2025.

Some of the key challenges facing the higher education sector, according to Education Sector Development Program (ESDP) include: a shortage of qualified and motivated staff particularly in science and technology fields; bridging the gap between graduate skills and knowledge and employer requirements; addressing gender inequality in the education system; and strengthening industry-university linkages.

1.2.2 Technical and Vocational Education and Training

The GoE's 2008 outcome-based TVET strategy is based on a demand-driven approach aiming to bridge the gap between market demand and training provision. The primary objective of the TVET sector is to supply competitive low and middle level human power and transfer demanded technologies. The GoE regards the public TVET system as central to achieving its poverty reduction and sustainable development goals by improving the productivity of the country's enterprises and increasing their competitiveness in the global market. The TVET system utilizes a decentralized model with the regional TVET bureaus responsible for administration, supervision and training operations while the federal TVET Agency/MoE is responsible for policy formulation and decision making as well as development of occupational standards and assessment tools. Industry sectors take a lead role in the development of occupational standards.

In recent years, the number of public and private TVET institutions in Ethiopia increased considerably. During the years 2004–2009, TVET enrolment increased by an average of 30.5 per cent, with female enrollment increasing to 46 per cent in 2008/09 (ESDP). There is an opportunity for this project to take advantage of the growing numbers of skilled and educated Ethiopian women interested in new professions and work opportunities.

The reform of the system initiated under the TVET strategy places an emphasis on the enhancement of quality. The MoE cites some key progress towards these objectives, including: 1) the finalization of a National TVET Qualifications Framework and a TVET Leaders and Trainers Qualification Framework; 2) the development of occupational standards (OS); and 3) the development of assessment tools for occupations. As a result, TVET institutions are now providing training based on outcomes and OS; they are engaging with enterprises to implement cooperative training; and they are developing and disseminating technologies based on needs identified by industry.

Some of the challenges facing the TVET sector, according to ESDP, include poor implementation of the cooperative training; colleges' difficulty in adapting to outcome based education; poor quality and insufficient quantity of TVET trainers; and limited participation by women (as trainees and trainers) in the TVET system. The Germany International Cooperation-funded Labour Market Oriented Education project is working with the MoE and industry in the engineering sector to strengthen the qualifications of graduates emerging from the higher education and vocational training systems and entering the national labour market. This is achieved by promoting practice-oriented training in technical disciplines and integrating labour market data into educational planning.

1.3 Fit with DFATD program/sector support

The proposed Strengthening Education for Mining (STEM) project is designed to support Ethiopia's development goals (for the mining sector to become a catalyst for sustainable economic growth) and is consistent with Canada's commitment to advancing global prosperity through responsible resource development. The DFATD Country Strategy for Ethiopia (2013-18) includes the extractive sector as a priority in response to the Government of Ethiopia's request for Canada to be a lead partner. The STEM project targets male and female youth studying at the university level in Ethiopia in disciplines linked to the mining sector as well as women and local communities in mining regions who will be supported through the TVET system in collaboration with mining companies.

2 Current Status

The mining industry in Ethiopia is in the early stages of development. In 2012, approximately 265 exploration licenses were issued, and 130 more are in the pipeline. The sudden presence of a large number of exploration companies has created huge demand for skilled human resources in the mining sector. This demand far exceeds the output capacity of the Ethiopian education system, and there is presently a severe shortage of geologists and mining related professionals and technicians in Ethiopia.

2.1 Education and Mining

The Ministry of Mines requested Canada to undertake a study (Education for Mining Development in Ethiopia: Background Study) on the availability of skilled labour for mining sector development and on the education sector's capacity to meet industry needs. The study confirmed a critical shortage of mining related skills, which will limit Ethiopia's ability to maximize employment benefits. This also makes it difficult for Ethiopia to attract mining investments and retain qualified employees in the Ministry of Mines so it can effectively govern the sector. The study found that the quality of university programs are lacking and are not well-aligned with private sector or Ministry of Mines needs. Women are significantly under-represented in all university programs linked with the mining sector. Mining related programs have not yet started in Ethiopian TVET institutions.

The study identified a number of mining specific professional areas requiring support at the university level. The study prioritized the strengthening of geology and mining engineering programs given the current stage of industry development. A number of Ethiopian universities offer earth sciences and geology programs, with Addis Ababa University and Mekele University offering the largest and most established programs. The curriculum in these institutions needs to be updated; programs need to incorporate more practical experience; instructors need some professional upgrading; and students need training on the effective use of modern technologies as applied in the industry. Axum University and Addis Ababa Science and Technology University are offering new mining engineering programs. These programs require qualified instructors, curriculum development support as well as adequate laboratory and library facilities. These four universities are already working together to share experiences and support faculty development.

Although the federal TVET agency considers mining as a focus sector, there are currently no mining TVET programs offered by the TVET system. The study found that the quality of general trades and labour is not adequate for mining related employment, especially in communities near mine sites. Remote rural communities cannot access TVET institutions because they are usually located in urban areas and generally offer longer-term programs (two years) that require prior education. Employment for mine-affected communities is important for local economic development and preventing conflict. When local communities see their futures vested in a mining operation (through jobs), they are more likely to provide ongoing support to the project. The Ministry of Mines is interested in ensuring that local populations benefit from mining through sustainable employment opportunities. This has been a significant challenge to date given that local populations have limited levels of education and formal employment experience.

Strengthening linkages between industry and educational institutions is also an important priority. The Ministry of Mines works closely with the Ministry of Education to better align education programs with industry demand. The physical proximity between local universities, TVET institutions and the mining site helps to facilitate practical linkages as well as cooperative training. Addis Ababa University and the Science and Technology University have established working-level relationships with the Ministry of Mines, and mining companies in the northern region have started to work with Mekele University. A couple of universities located in the south and south western regions currently offer geology programs and some are working with mining exploration firms.

2.1.1 Higher Education

In the mining sector, current higher education program offerings are mainly in geology and earth sciences, with Addis Ababa University and Mekele University being the largest and most established. The programs are harmonized in terms of curriculum and are based on international standards. Three universities have implemented new programs to train mining engineers - one private school (Unity University) and two public universities (Addis Ababa Science and Technology University and Axum University). The two public universities' mining engineering programs have just been launched in the last two years and have not graduated any students yet. These programs face a shortage of qualified instructors, inadequate laboratory facilities and links with industry, and need support to develop advanced curriculum.

Qualified and motivated instructors for Ethiopian Higher Education Institutions (HEIs) are scarce. According to ESDP, Addis Ababa University is currently the only university meeting government requirements in terms of instructor qualifications (20 per cent bachelor degree; 50 per cent master degree and 30 per cent PhD holders). Shortages of qualified staff are most apparent in the science and technology fields and are particularly acute in fields related to mining, such as geology and mining engineering. Efforts to recruit qualified teaching staff have met with limited success to date as Ethiopian universities find it difficult to pay salaries for expatriate staff from countries such as India and the Philippines, and uptake and retention has been low. In the absence of qualified staff, universities are resorting to requesting staff from the more established universities like Addis Ababa or Mekele Universities or the private sector to come to teach intensive modules to the students. However, these short term engagements, while partly solving an immediate problem, are dependent on the goodwill of the professors. A more sustainable solution is required.

Although university instructors are competent in theoretical aspects, they lack the ability to provide practical training to students. This is confirmed by the mining exploration companies, who indicate that Ethiopian geology graduates often lack practical skills and experience. Employees hired at mine sites require significant on-the-job training in order to meet the standards required by the companies. They also lack appropriate training to effectively integrate good environmental practice into mining methods. This is partly due to the lack of qualified instructors at the universities to train students to the required standard, but is also due to the lack of adequate facilities and equipment such as laboratory, library resources, and information and communication technology (ICT). While the GoE, under ESDP is investing in laboratory equipment for the newer universities, equipment for the mining related fields is highly capital intensive, difficult to source, and requires careful and skilled operation and maintenance. ICT has the potential to significantly improve the quality of training delivered to students in Ethiopia. Associated challenges, such as unreliable electricity supply and the limited ICT network are slowly being addressed, especially in urban areas. However, a lack of understanding on how best to use ICT to support learning remains a challenge.

In addition to the technical skills and knowledge gaps between graduate competencies and industry requirements, the attitudinal qualities of graduates fall short of employers' needs. Employers are looking for graduates possessing self-confidence, initiative, inquisitiveness and creativity. To instill these qualities, an interdisciplinary approach to learning that utilizes active teaching and learning methods such as cooperative learning, inquiry-based learning, discovery learning, problem-based learning and discussion methods is required. However, many university instructors continue to utilize traditional teaching methods due to various factors, including lack of time and resources, high staff-student ratios, rigidity of timetables, lack of skills in facilitating new types of learning, and lack of instructional materials and administrative support. To address this would require a shift in higher education institutional culture and its values and norms with regards to teaching, as well as adjustments in the assessment methods of student performance. While there are currently some moves towards adopting this approach, the traditional approaches continue to prevail in the majority of institutions.

Industry-university linkages are critical to identify and address the gaps between industry needs and graduate competencies. The level of cooperation between industry and universities varies according to sector and to university. Critical to the success and sustainability of industry-university linkages is the need for mutual benefit. These relationships do not last when based on benevolence. The benefit for the industry partner is often limited to the expectation that the industry will have a better quality pool of potential employees. In practice, this can be insufficient to sustain the interest of the industry partner over time. Other potential benefits could include offering on-site in-house short or long term training to employees, conducting joint research to address challenges facing the industry, and engaging in technology transfer with industry. Given the early stage of development of the mining sector in Ethiopia, university and industry linkages are in an infancy stage. Universities have reached out to the exploration companies but the relationships tend to be limited to universities bringing their students to mine sites for observations, the mining companies providing rock samples to the universities, and occasional guest lectures delivered by mining companies to university students.

There is also a large gender disparity at the higher education level. The numbers of female teachers and women in leadership positions are low, and female student enrollment and retention are still significantly lower than the male equivalent. MoE policy aims to strengthen preferential access for traditionally disadvantaged student groups; implement gender sensitive rules and regulations; create female-friendly environments at universities; and institutionalize academic support programs for disadvantaged groups. Past MoE efforts involved the establishment of gender offices at universities to provide specialized support programs to enable female students to compete with their male counterparts.

These efforts combined with affirmative action policies have resulted in the share of female enrolment increasing by 1% per annum from 2006/07 – 2008/09. To improve gender equality, institutional policies and programs that promote entry of female students need to be augmented using mentoring, role models and scholarships.

This gender disparity affects university faculties involved in the mining sector and a significant under-representation of female students can be observed in all departments linked with the mining sector. For example, in the Mining Engineering program in Axum University, only five of the 65 students are female, and all the instructors are male. In 2011/12, of the 2748 students in twelve public and private HEIs enrolled in undergraduate training for a mining job, only 610 (22 per cent) were female. Mining related jobs are traditionally occupied by men. Female professionals in these fields are therefore expected to work in predominately masculine environments.

2.1.2 TVETs

Currently, the TVET institutions offer training possibilities only for occupations that support the mining sector, such as: driving, automotive body repair, metal fabrication, plumbing, drilling, surveying, and machine operation, which are designed to meet the general needs of the all sectors prioritized by the government. However, with some supplementary on-the-job training using specialized mining equipment, the skills of these workers can be made more applicable to mining, especially when combined with sensitization of workers to the specific demands of working at mine sites.

It is estimated that there are over 120 occupations in the mining industry. The Ministry of Mines, in collaboration with the federal TVET Agency, has identified specific mining occupations for large-scale mining operations, as well as artisanal and small-scale mining. The design of standards for those identified occupations is also well underway and is being undertaken with involvement of private sector mining companies in Ethiopia. Following the finalization of the occupational standards corresponding curricula will be designed by TVET institutions. They will require technical and financial support to develop and deliver traditional and short-term mobile training programs based on the OS.

The government plans to expand the operation of TVET institutions, especially those located close to mining sites, to focus on mining related programs. These programs would be delivered in cooperation with the respective private and public companies. At this stage much of the mining activity is exploratory and while it is difficult to predict where the majority of large-scale mines will be operating in the future, some efforts are being made to identify strategic hubs where mining activity is likely to be concentrated. For example, the development of potash in the Afar region is at a more advanced stage and there is a need to ensure local populations in Afar have the skills needed to access emerging employment opportunities. Therefore, capacitating select TVET institutions in these hubs will be given due consideration, as part of this cooperation.

In general, while TVET institutions are now providing outcome-based training based on occupational standards, major challenges remain to be addressed. These include:

- i. A TVET education, like in many developing countries, is not regarded as an attractive option for students to enter employment;
- ii. Lack of competent trainers both at TVET institutions and at work places;
- iii. Lack of adequate labour market information on the demand of the sector for competent workforce;
- iv. Absence of training, teaching and learning materials especially designed for the newly identified occupations;
- v. Inadequately equipped TVET programs for mining occupations;
- vi. Lack of assessors, even to check current employees for their level competence and identify gaps for future interventions to capacitate them;
- vii. Industry involvement in TVET program implementation and improvements is adhoc; and
- viii. Women's enrollment in what are considered 'male' occupations, like the ones identified in the mining sector, remains low. Leadership positions are still dominated by men.

In addition to these challenges, local communities often face difficulties accessing employment at mine sites. This increases the potential for conflict when local benefits, such as employment, are not evident, thus it is important that efforts should be made to create local employment. Mining firms active in exploration in Ethiopia have a desire to employ and provide benefits for local community members, including women, near their project sites, yet this is where skills gaps are the most acute. The TVET system is well placed to address this challenge, and strengthen mobile training while the mining industry is at an early stage. It already has similar experience with floriculture companies and foreign domestic workers in making short term training more accessible to local communities with low rates of literacy (such as rural women). Close cooperation between the mining industry and the TVETs is required to ensure short-term training is relevant and effective.

3 Expected results for the project

The selected Consultant will be required to finalize, and modify as appropriate, the project design and accompanying logic model as part of the development of the project implementation plan (PIP).

The Strengthening Education for Mining in Ethiopia project will include two components: (1) strengthening key Ethiopian universities to develop more industry driven geology and mining engineering undergraduate programs; and (2) supporting the TVET system to deliver training on high priority occupational standards, and implement innovative short-term training programs to improve the employability of local communities, particularly women, with low levels of education. The project design is based on the DFATD-commissioned Education for Mining study and was validated by government, private sector and civil society stakeholders in a Fall 2013 planning session in Addis Ababa.

3.1 Higher Education Component

The higher education component will focus on supporting mining related geology and earth science undergraduate programs in Addis Ababa University (AAU) and Mekele University (MKU) as well as two mining engineering programs at Axum University (AXU) and Addis Ababa Science and Technology University (AASTU). The rationale for selecting these universities is based on the need to focus the project as all universities could not be included in the project. AAU and MKU were selected as they are the largest and most established research universities in the country, producing the highest numbers of graduates in mining professions, and with the largest number of staff with mining related backgrounds. They also have strong linkages with other universities. AXU and AASTU are public universities offering the first and, up to now, only mining engineering programs in Ethiopia and it is widely acknowledged that the shortage of mining engineers is a critical bottleneck for the industry.

As two of the strongest Ethiopian Universities, MKU and AAU have the responsibility to share resources with emerging universities. As a result they already work closely with AXU and AASTU respectively to build their institutional capacities.

The areas of existing collaboration include curriculum development, instructor and pedagogical capacity development, female student success, university partnerships and laboratory and library support.

The strength and proximity of MKU and AAU to AXU and AASTU respectively will complement the fledgling status of AXU and AASTU's mining engineering programs and enable the sharing of human and physical resources among them for the purposes of this project. Staff from mining programs at other universities will be invited to participate in training and other activities offered by the project and thus will also indirectly benefit from the project. AXU and MKU are also located within the likely northern strategic hub for mining and thus are relatively close to current and future mine sites. As the project progresses, a second hub will be identified and supported through a similar resource sharing arrangement.

3.2 TVET Component

The TVET component will focus on developing capacity within the TVET system to deliver short-term mobile training, tailored to industry needs, aimed at communities, particularly women, around mining sites. Trainers will be selected from within the TVET institutions located close to mine sites. While the program will be flexible, core training areas could include general employment skills, basic mining awareness and health and safety standards and business/customer service skills for suppliers. Proposed activities include training program design and development, establishing a process for recruiting qualified individuals for training, training of trainers, targeting women for inclusion in training programs with outreach campaigns, and addressing socio-cultural barriers that may limit women's participation.

The TVET component will also support TVET institutions close to mine sites to deliver training on some mining related occupational standards. The institutions will be identified during the PIP stage, but it is likely that the project would initially focus on the northern hub to create synergies with the higher education activities. The focus of this sub-component is to develop the human resource capacity of TVET trainers to deliver the curriculum for key occupational standards. In addition, the project would support the TVET institutions to develop sustainable and mutually beneficial relationships with the mining companies.

3.3 Expected situation at the end of the project

By the completion of the project, it is expected that male and female graduates from the mining programs of the targeted universities should have excellent employment opportunities within Ethiopia either with mining companies, as self-employed consultants or within the GoE. The geology and mining engineering undergraduate programs at the four targeted universities will be of high quality, responsive to the needs of the mining industry, and producing skilled and knowledgeable graduates, including an increased number of qualified female professionals. The targeted universities will have established strong relationships with the mining companies and be capable of adapting the curriculum to meet the changing needs of the industry. These targeted universities will be in a position to support other universities with more fledgling programs for the mining sector by sharing instructors for modular courses, sharing curricula, allowing students from other universities to use their laboratory and library resources, and sharing good practices and lessons learned for female student success in mining programs, and on fostering enduring university engagement with the private sector.

In addition, by the end of the project, it is expected that women and men from local communities around the targeted strategic hubs will have some basic skills to gain direct or indirect employment at mine sites. The TVET trainers and institutions involved in the project will be capable of offering relevant training to women and men in local communities that can make them ready for employment at the mine sites. This training may include general employability training for people with low literacy as well as select mine-related occupations. The TVET trainers and institutions will be in a position to continue to offer this type of training in other parts of the country with support from the mining companies and without support from the project.

The TVET institutions will know how to foster enduring relationships with the private sector and will be able to apply this knowledge beyond the mining sector to develop and deliver relevant mobile outreach programs on a cost recovery basis. The women and men from local communities will be interested in working at the mine sites and the mining companies will be open to offering them positions. Socio-cultural barriers to women's employment will be reduced.

The expected results of the project are:

Ultimate Outcome:

Increased number of Ethiopian men and women with relevant skills and qualifications for work in the mining sector in Ethiopia.

Intermediate Outcomes:

1100 Improved ability of university degree programs in geology and mining engineering to produce graduates, especially female, that have the environmental and technical knowledge and skills needed by the mining sector.

Immediate Outcomes:

- 1110 Enhanced capacity (including curriculum, resources and facilities) of select universities to deliver mining related knowledge and skills to male and female university students; and
- 1120 Improved practical skills and knowledge related to the mining sector by university instructors.

Intermediate Outcomes:

- 1200 Increased relevant technical, vocational and employment skills by local community members, especially women, in communities around mine sites and in the mining hubs.

Immediate Outcomes:

- 1210 Improved capacity of TVET institutions to deliver technical, vocational and employment training on mining related skills aimed at local communities and women; and
- 1220 Shared stakeholder interest in increasing mining related employment by local communities and especially women.

Expected Results Description: The section below provides more detailed information on each expected outcomes.

Ultimate Outcome: The Strengthening Education for Mining project will contribute to improving the employability of male and female university graduates and trainees from TVET skill-development programs in the mining sector. The project will directly improve the employability of the graduates and trainees of selected universities, TVETs and communities around mine sites in the targeted occupations.

This will be achieved at the university level by ensuring high quality undergraduate geology, earth sciences and mining engineering programs that reflect the industry needs are being offered at the universities.

These programs will be delivered by well-trained instructors and laboratory technicians and supported by access to appropriate educational software, laboratory equipment and library resources. The programs will be enhanced by linkages with the mining industry to ensure that graduates are mine-site ready upon completion and can effectively integrate good environmental practices. Female graduates will be as equally employable as their male counterparts as a result of affirmative action to address specific challenges facing women in universities and in the work place.

At the TVET level, the youth as well as women and men from communities close to mine sites will have the skills, knowledge and attitudes required to gain employment at the mines in both mining related and non-mining specific occupations. Their interest in this type of work will be raised through sensitization on the value and appropriateness of the local community, particularly women, engaging in employment at mine sites. The TVET institutions will have improved human resource capacity to deliver mining related training and to work with mining companies to develop demand-driven basic employment skills training programs and deliver these close to mine sites.

A comprehensive gender analysis targeting men and women will be undertaken for the entire project during the PIP stage, resulting in a project gender strategy to enhance local community and female enrolment and retention in mining related programs at university and TVET levels, and to address socio-cultural barriers to vulnerable community and women's participation and benefits from mining related employment.

It is expected that the universities and the TVETs targeted through the project will also engage with each other as each will be establishing linkages with the mining companies and preparing people for employment in the mine sites, albeit in different levels of occupation. Some generic training modules may be applicable to both sets of target beneficiaries, for example on gender equality, mine site health and safety, environmental issues, and some human and physical resources could be shared to maximize efficiencies.

Over time, beyond the life of the project, indirect improvements will be seen in the employability of graduates and trainees from other universities and communities. This is because the targeted universities and TVET programs will support other universities and TVETs (as they are mandated to do) and apply the new capacities to other areas.

Intermediate Outcome 1100: The undergraduate degree programs in geology and earth sciences at AAU and MKU and mining engineering programs at AASTU and AXU will be upgraded to high quality, relevant programs capable of producing skilled graduates, including women, ready for employment in the mining sector. This will be achieved by enhancing the curriculum, laboratory facilities and library resources for the programs. To complement this, university professors in these institutions as well as in a second regional hub will be upgraded through training and follow on support to address technical, pedagogical and practical skill gaps of the instructors and laboratory technicians. A gender strategy will be developed and implemented to maximize female student success.

AAU is the first university in Ethiopia, which was established in 1950. The university opened up its Earth Science department for undergraduates in 1955 and started masters training in 1980s, and in 2010 it added PhD level training in the fields of Geophysics and Structural Geology. It is one of the strongest programs within the country with better laboratory equipment and instructors compared with the other universities.

It has 6 to 7 labs, most of which are fully equipped, although some are not fully functional due to a lack of qualified technicians to operate them. Currently AAU shares its resources with the following universities:

- i Addis Ababa Science and Technology University (share laboratory facility and specimens)
- ii Wollega University (share teachers + laboratory facility and specimens)
- iii Adama University (share laboratory facility and specimens)
- iv Dilla University (share teachers, laboratory facility and specimens)
- v Gondar University (share teachers and laboratory facility)
- vi Bahir Dar University (share teachers and laboratory facility)
- vii Arbaminch University (share teachers and laboratory facility)
- viii Mekele University (exchange of MSC thesis examiners)

The Department's strength is on exploration, petrology, structural engineering and hydrology. They lack mining experts (mining engineering, processing and exploration). The 2012/13 enrollment was 467 undergraduate students, including 61 females (13%).

MKU has the second strongest Earth Science department in the country, which was established in 1997 and opened up three postgraduate programmes in hydrogeology, engineering geology and economic geology in 2004. There are five fields of undergraduate studies: hydrogeology, engineering geology, economic geology, environmental geology, and petroleum engineering. The Department has 25 academic staff members, of which one is female, 12 are PhD holders and the remaining are master's degree holders. The main difficulty with regard to staffing is that most of the faculty in the department concentrates on a limited number of fields. The 2012/13 enrollment was 361 undergraduate students, including 86 females (24%).

The Department of Earth Science aspires to be a leading academic centre of excellence in the country and has invested in high-resolution equipment, but requires skilled human resources to maintain and operate it. They also face challenges of finding accessories locally for their equipment and finding skilled software experts. The university currently shares resources and laboratory facility with the northern university cluster which include Axum University, Adigrat University, Gonder University, Samara University and Woldiya University.

AXU, established in 2012, offers Bachelor of Science (BSC) in Earth Sciences (geology) and Mining Engineering programs. They aspired to offering a mineral processing/metallurgy engineering program also but lacked the instructors to deliver it. For the year 2013, out of 700 applicants, they accepted 65 students of which five were female. Of those, 59 are progressing to year two, including the 5 females who receive special tutorials. The first two years of both programs are common curriculum. The only library resources are photocopied reference books from other universities.

They have 5 instructors, 4 with BSC and 1 with Master of Science (MSC), all of which are male. Three of the BSC staff will go to AAU this year to do MSC. They hope to hire one or two mining engineers from India or the Philippines. Their laboratories are not yet established and for now, they use Mekele University labs. They are currently building a dedicated classroom and laboratory.

AASTU was established in 2011, and opened three programs in the natural resources field: Earth Science and Geology, Mining Engineering, and Petroleum Engineering. Earth Science & Geology is a four-year program while mining engineering takes five years, and the petroleum engineering program has not yet started. The Department has 12 faculty members, of which four are master's degree holders and the remaining eight are PhD holders. To meet staff requirements, the department wanted to hire staff in the field of mining engineering, but failed to find such staff in the labour market. There is no functioning laboratory, and the students seek help from Addis Ababa University- Department of Earth Science. The 2012/13 undergraduate enrolment was 87 students, including 46 females (53%).

The needs of the targeted universities and their respective programs vary and a thorough capacity assessment will be undertaken during the PIP stage of the project which will result in an action plan that addresses their common and specific needs.

Immediate Outcome 1110: Enhanced mining curriculum and laboratory and library facilities in the four selected universities will be available in an environment that can attract and support more female students. The existing undergraduate curricula for the geology and mining engineering programs will be assessed and compared to international standards and mining company requirements. Gaps in the curricula will be identified and addressed through new curricula development or amendments to existing curricula. An assessment of the existing library and laboratory facilities will be undertaken at each university and some improved technology, equipment and library resources will be purchased and installed. The project gender analysis will result in a strategy to create a conducive environment for female students at the universities and activities to strengthen female student success will be implemented.

The universities will support each other in developing collective capacity through formal partnerships between AAU and AASTU, and between MKU and AXU, thereby creating a regional support system and facilitating sharing of resources and mentoring. Cost-effective and innovative ways to deliver the curriculum, such as through blended learning, will be explored and supported by the project. These activities will be replicated in a second regional hub as the project progresses.

Immediate Outcome 1120: University personnel will be equipped with improved practical skills and technical knowledge related to the mining sector. A human resource capacity assessment will be conducted in each university, as well as a university in a second southern or south western hub to be identified during the PIP stage. The specific capacity gaps required to deliver the geology and mining engineering programs will be identified and a subsequent action plan will be implemented to ensure the universities have access to the required expertise to deliver enhanced curricula and operate and maintain the laboratory equipment. It is expected that short term training using innovative delivery methods will be utilized. In addition to technical skills, instructors may require support in cultivating and utilizing appropriate teaching methodologies to deliver the enhanced curricula that will emphasize the practical application of theory. This involves moving away from traditional ‘chalk and talk’ methodologies to incorporating ICT, group work, case studies, discussion forums and field visits. Finally, university staff capacity to understand and address gender issues in their fields of expertise and in the university in general will be enhanced.

Intermediate Outcome 1200: Effective technical, vocational and employment skills training for women and local communities around mine sites and within the mining hub areas will be provided. This component of the project will be piloted initially in the northern strategic hub where large scale mines will be either in the early stages of production or are about to commence production. A second hub may be added later in the project. The skills enhancement will address both technical skills in specific mining occupations, as well as basic employment and vocational skills in occupations that are used in the mining sector but not specific to mining, such as welding or mechanics. Given the low level of formal education among local communities living around mine sites, it is expected that they will largely be the target audience for the latter set of skills. In cases where individuals have reached grade 10, and live within the mining hub, more advanced technical skills can be provided.

A need assessment will be conducted to identify the mining specific occupations on which the project will focus and to determine the content of the vocational and employment skills training and its duration. It is anticipated that much of the employability and basic skills training will be conducted at the mine site, or in mobile locations closer to the mine sites, to help improve access to training by women and rural communities. Mining companies operating in the Mekele and Afar region have indicated a willingness to support this training on site as well as the practical aspects of the technical training. The theoretical part of the technical training will likely be delivered at the TVET institutions in accordance with the Government of Ethiopia TVET Strategy. A more thorough analysis during the PIP stage should confirm the most effective approach and locations for training.

The project will engage with local TVETs and the local mining companies to develop and deliver the training. The TVET institutions will be supported to establish and maintain links with the mining companies and TVET trainers will be supported to develop and deliver training modules that are gender sensitive, and/or, for the vocational and employability training skills, women-focused. The mining companies have corporate social responsibility commitments that include a focus on local education. The project should coordinate with the companies to ensure resources are used effectively and in alignment with the project objectives.

It may be challenging to encourage women to participate in training and ultimately take employment at mine sites. Thus some awareness raising among the women and men in the local communities that will be targeted for support will be required to ensure uptake by women of the training opportunities. Complementary awareness raising for mining companies and TVET institutions and trainers will take place to ensure they are aware of the challenges women will face and be supportive in addressing them. Ultimately, women should have equal access to a range of direct employment opportunities in the mining sector. Gender sensitive mechanisms for addressing grievances between the local communities and the mining companies will be established using the existing local governance structures as a base.

Immediate Outcome 1210: The capacity of the TVET system to deliver localized mining training services aimed at local communities, particularly women, and to deliver technical training on mining specific occupations, will be improved. To achieve this result, training modules that may be targeted directly to women or to both women and men will be developed. The modules targeting local communities will focus on topics identified during the PIP stage but will likely include general employability skills, health and safety standards, environment, as well as some specific vocational and business skills that would qualify the participants to be directly or indirectly employed at the mine site. Addressing challenges that women may face in the work place will be incorporated into the training modules and training and follow up support will be provided to TVET instructors to design women tailored training programs.

In addition, the project and its key stakeholders, including the mining industry, the federal and regional Ministry of Mines, Ministry of Education and TVET Bureau, will also select some key occupations developed for the mining sector and support the development of curriculum and training, teaching and learning materials. In most cases the TVET training would be delivered in collaboration with local mining companies.

These two types of vocational and technical training will be piloted initially in the northern hub in collaboration with local TVET institutions. A training of trainers (ToT) approach will be adopted to ensure the TVET trainers are capable of delivering the training at the mine sites as well as more theoretical training within the TVET itself. The project will also provide ToT support where trainers will be supported in the initial delivery of the modules to the women and men community members and TVET students. Trainers will become skilled in ensuring the active participation of women in training. Some trainers will be selected as master trainers and may also be involved in the development of the training modules and in scaling up the training to new locations and mining hubs.

The project will support the establishment of mechanisms to cultivate sustainable, mutually beneficial relationships between the TVETs and the mining companies in order to continue this type of mobile outreach training beyond the project. The private sector might also be encouraged to support the delivery of customized training programs if deemed appropriate.

Immediate Outcome 1220: Women and men in local communities around mine sites will have increased interest in mining job opportunities. Fostering good relations with the local community around a mine site is essential for the success of a mining project. Many mining companies have struggled with this in the past in spite of corporate social responsibility efforts. From a community perspective, it is also essential that the community where the resources are located receive some benefit from the mining sector as the mines disrupt the existing way of life. One way of addressing these needs in a mutually beneficial way is to provide employment opportunities for some of the community members at the mine site. While mining companies are generally open to hiring from the local community, they often complain that the community lacks the specific skills required, particularly when mines are located in remote areas where communities lack access to formal education. Furthermore, community members, particularly women, can also be reluctant to take jobs at the mines.

The project will address this issue by undertaking a gender analysis with male and female community members to identify socio-cultural barriers that limit community and female participation in the sector. Based on the analysis findings, the project will conduct awareness raising campaigns targeted at local communities and particularly at women to highlight the benefits of mine site employment and in sensitizing communities to the skill requirements. To support the awareness raising, other behavioral change tools, such as community conversations, will be utilized to address socio-cultural barriers within the communities that limit participation in the mine site. These will be targeted to both women and men. Awareness campaigns targeting the mining companies will also be conducted to promote the employment of local communities and women in the mining sector and to develop mechanisms to deal with gender inequality issues at the mine sites to ensure a safe and conducive working environment for women. Mechanisms to address male or female community members' employment-related grievances with the mining companies will also be supported, using the existing, often clan based, local governance structures. Community conversation facilitators will train to support these mechanisms.

4 Project organization / governance

4.1 Target beneficiaries

The project targets male and female youth studying at the university level in Ethiopia in disciplines linked to the mining sector, as well as women and local communities in mining regions who will be supported through the TVET system in collaboration with mining companies.

4.2 Organization and Governance

The governance of the project will be finalized during the design stage. At this stage it is planned that the Development section of the Embassy will manage the project in close collaboration with a focal point from the Ministry of Mines and a counterpart from the Ministry of Education, including the TVET Centre of Excellence in Engineering for the TVET component.

4.2.1 Department of Foreign Affairs, Trade and Development (DFATD)

DFATD will be responsible for the following:

- i. Reviewing and approving jointly with the Ethiopian partners, the project operational documents, including the Project Implementation Plan, Annual Work Plans and Budgets;
- ii. Co-chairing with the Ministry of Mines on the STEM Project Steering Committee (PSC);
- iii. Commissioning any required monitoring and evaluation or performance assessment activities and audits;
- iv. Approving project progress and financial reports; and
- v. Collaboration with federal and regional governments in project monitoring and recommending corrective actions as required.

The Ethiopia Canada Cooperation Office (ECCO) supports DFATD's initiatives in Ethiopia. The Sustainable Economic Growth team within ECCO will provide technical and advisory support to DFATD for the STEM project and will assist with project monitoring as required.

4.2.2 Government of Ethiopia (GoE)

The GoE is signatory to the Ethiopia Canada Memorandum of Understanding that governs the implementation of Canada's Official Development Assistance to Ethiopia and is responsible for the following:

- i. Facilitating entry of personnel and equipment into Ethiopia and providing permits, visas and other documents necessary to enable Canadian firms, personnel and dependants to carry out their functions under the STEM and to permit unrestricted access to work sites, as articulated in Canada's bilateral general cooperation agreement with Ethiopia; and
- ii. As STEM falls within the framework of the Ethiopia Canada Memorandum of Understanding, imported goods and equipment for the project are exempted from customs duties or any other taxation.

4.2.3 The Ministry of Finance and Economic Development (MoFED) will represent the GoE on policy and executive matters related to the STEM. Therefore, with the exception of duties and responsibilities that belong to the implementing federal and regional institutions, all other roles and responsibilities will be assigned to MoFED and it will ensure that the agreed upon commitments are honoured.

4.2.4 The Ministry of Mines (MoM) will play an overall coordination and facilitation role for STEM on behalf of the GoE at federal level, including co-chairing the STEM PSC. The MoM will nominate a focal person to act as liaison between the project and the GoE. This focal person will facilitate requests from the project such as meetings and information requests, as well as remain up to date on the ongoing activities of the project on behalf of the MoM.

4.2.5 The Ministry of Education (MoE) will facilitate the engagement of the STEM project team with the targeted universities and TVETs. The MoE will be a member of the PSC.

4.2.6 Consultant

In collaboration with the Ethiopian stakeholders, the Consultant will be responsible for implementing the STEM project. The Consultant will act as the overall manager of STEM.

It will be accountable for the effective and efficient management of STEM inputs with responsibility for recruiting the best technical resources for STEM implementation, and for progressing towards the STEM outputs, outcomes and impact as articulated in the Logic Model. In addition, the Consultant will be responsible in general for:

- i. Submitting for approval by DFATD and the STEM Project Steering Committee, key project documents including a Project Implementation Plan and annual workplans and budgets, as well as narrative and financial progress reports according to the agreed schedule;
- ii. Ensuring proper financial management including the procurement of goods and services required by STEM; and
- iii. Acting as secretary to the PSC.

4.2.7 Project Steering Committee (PSC)

The PSC provides overall strategic guidance for the project. The Consultant will serve as secretariat for the committee, which will include the Minister of Mines (or designate) and representatives of DFATD as co-chairs, representatives from the Ministry of Education (TVET and Higher Education) and a representative from the mining industry, as participants. Results will be reviewed on an annual basis (or more often if required) and broad decisions around project direction will be made (e.g. recommendation for the approval of the project implementation plan (PIP), progress reports, work plans and budgets). The Consultant will make recommendations on the final composition of the PSC as part of the PIP process. The PSC's responsibilities will include identifying key strategic issues that need to be addressed to ensure effective implementation of the project.

4.2.8 Other operational committees

The Consultant will make recommendations on other operational committees that would support the delivery of the project as proposed in the project implementation plan. These operational committees will have the mandate to support the implementation of the project and will include focal points in the Ministry of Mines and Ministry of Education as well as partners in the selected educational institutions and representatives from the TVET system. These operational committees will be organized for targeted regions and themes (e.g. skills training, higher education, industry linkage, etc.). For example each mining hub will establish a regional coordination committee as described below. Similarly, a federal level coordination committee will also be established.

4.2.9 Regional Coordination Committees (RCC)

A regional committee will be established for each mining hub with which the project engages. It may expand beyond the political boundaries of an Ethiopia's Regional States and thus may include representation from more than one Regional State, for example the northern mining hub covers parts of both Tigray and Afar Regional States. The regional coordination committee will consist of representation from the project, the regional Bureau of Mines, TVET Bureau, local mining companies, local TVET institutions and the local universities identified by the project. The RCC will identify the priorities of the hub and the corresponding activities of the project to support these priorities.

It will provide input into the development of the annual work plans and review progress on results. It will ensure the Consultant is kept up to date on regional developments that may impact the direction of the project. It is anticipated that the RCC will continue beyond the life of the project so that education for the mining sector continues to adapt and remain relevant to the needs of the mining industry in the hub.

5 Risks (future)

The Consultant will undertake a detailed analysis of risk during the Inception phase of the project. Based on the types of activities proposed, the following risks have to be managed.

5.1 Political instability

The political situation in Ethiopia is stable but surrounding countries are not in the same situation and their problems can have an impact on social and economic life in Ethiopia.

5.2 New mining sector

It must be taken into account that mining development implies large investments which can exacerbate improper conduct. This can have a serious impact on local populations and create conflicts. It is important that expectations are managed at the community level, and that benefits are distributed transparently and equitably.

5.3 Breakdown of trust

The project will require cooperation between key stakeholders in government, industry and the education sector. It will be important to build upon the good relations now in place.

6 Constraints (existing)

6.1 Investment climate

The investment climate in Ethiopia is improving but it has not achieved the same level of interest by international investors as neighbouring countries (e.g. Tanzania has 4000 exploration licenses compared to 300 in Ethiopia). While a long process of reform has occurred over the last 20 years, international mining firms continue to face obstacles and delays in setting up operations. For Ethiopians to benefit from future employment in the mining industry there is a need to continue improving the investment climate to attract reputable companies willing to contribute to Ethiopia's broader growth and transformation goals.

6.2 A sector at an early stage

Modern mining can be considered a "new" sector in many ways. Most of the companies involved in Ethiopia are exploration companies and there are only two mines in production. The Government itself has proposed a new mining policy and the orientations of vocational and technical training are at the very beginning of their implementation process. Moreover, at the local level, the institutions need capacity building and suffer from a lack of resources. An important aspect for the development of the project will be the role the Ethiopian government plays to ensure the sustainability of project activities. The involvement of mining companies to support the implementation of regional strategies and local development to local communities will be another important aspect.

6.3 Stakeholder collaboration

TVET reform requires strong collaboration between the organizations engaged in training and the labour market. Actors in the training sector and those in industry are beginning to make this shift. Contacts with the labour market can be done directly with companies, but links with professional and industry organizations are also helpful. These organizations are still informal, fragile and not very representative of the mining sector. Appointment of representatives of the private sector on advisory committees in schools is not a common practice. Also, universities and TVETs have little contact with mining companies and the business world in general. The reconciliation between industry and training requires a long process to build trust between these two worlds. The empowerment of institutions and a better coordination of training and services with the needs of the labor market will contribute to building relationships and strong long-term partnerships.

6.4 Cultural barriers

The project will face cultural constraints related to vocational and technical training that will affect the development of training opportunities for certain categories of the population. This is particularly true for periphery/emerging regions (including Gambella, Benishangul-Gumuz, Afar and Somali) where the literacy levels are lower than other regions. Established traditional norms and practices that discourage involvement of women in formal economic activities, coupled with a nomadic lifestyle among pastoralist communities may undermine the project's intended objectives, particularly for women and girls in those regions. To address these deep-rooted challenges, it will be necessary to work closely with local government and citizen groups, and to ensure there is support from traditional leaders and other opinion makers in the communities. Context-specific strategies will be required given the diversity of Ethiopian cultural groups.

6.5 Staff capacity

Vocational and technical training will face many economic and structural problems with the professional capacities of staff of the institutions and departments. For example, the problem of recruitment of trainers and professors will become more pronounced in the coming years.

Moreover, accelerated development in the mining sector can aggravate the fragile situation of the institutions because mining companies can easily attract the best competencies in education with high salaries and better work conditions. The project will have to invest heavily to cope with these challenges, quantitative and qualitative, which characterize the development of human resources in the mining sector.

7 Gender Equality, Governance and Environmental Analysis

7.1 Gender

Female students are under-represented in all faculties linked with the mining sector. Gender issues related to access to education and division of labour include:

- i. The presence of women is very low among large-scale mines and exploration companies but women represent 30% of the work force in the artisanal sector in Ethiopia;
- ii. Mining industry can present unattractive conditions for women, including remoteness, physically-demanding work and cultural perception issues;
- iii. Female students and professors are significantly under-represented in departments of higher education institutions linked to the mining sector;
- iv. Female students choose programs in TVET that are traditionally occupied by women in TVET institutions such as textiles and hospitality but few choose technical programs; and
- v. Females are often more involved in supplying basic goods or services to the mine camps.

7.1.1 In addition to these issues, professionals working in this area should not overlook the negative impacts that mining activities can have on women's rights and well-being:

- i. Women often lose access to common property and natural resources;
- ii. Women often lack property rights, which can become an important issue when resettlement is undertaken and compensation necessary;
- iii. Local women are often engaged in sex work with male miners causing increased sexually transmitted diseases and gender-based violence among surrounding communities; and
- iv. Women have limited influence in decision-making spheres at local and national levels.

7.1.2 To address these gender issues both integrated (includes gender equality among its objectives) and specific activities (gender equality is the principal objective) may be used such as:

- i. Raising awareness of the mining sector among students enrolled in high schools and more specifically women by talking about job opportunities for women, providing a better image of the sector and sharing success stories of women working in this area;
- ii. Including a course on environmental and social impact assessment in the curricula with modules covering gender issues such as the differentiation between women and men in the use of resources and land, property rights, gender-based violence in surrounding communities, women's health issues, women's constraints to their participation in consultative process, etc.;
- iii. Raising gender awareness among the senior officials in education institutions and governmental institutions; and
- iv. Involving women in the design of training programs in order to ensure that their needs are met and that location and time are well chosen to optimize their participation, etc.

Regardless of the activities, an in-depth gender analysis with baseline sex-disaggregated data must be conducted, a strategy towards gender equality developed, results to achieve gender equality and gender-sensitive indicators for monitoring identified and financial and human resources provided.

7.2 Governance

Ethiopia's current political system is led by the Ethiopian Peoples' Revolutionary Democratic Front since 1991. The government is committed to poverty reduction and responsive to the poor. While the democratic and governance context can be improved further, Ethiopia has improved government effectiveness with concerted efforts to scale up the provision of basic public services, and to strengthen public sector management systems, including financial management. The government has also implemented a wide-reaching Educational Sector Development Program and a civil service reform program. This has contributed to more stable and predictable revenue for local governments to deliver basic services.

The Government's Growth and Transformation Plans highlights the need for deepening democratic participation and ensuring the rights of the press and citizens and freedom of information. Making progress on these fronts will contribute to the overall context for civil and political rights in Ethiopia.

Ethiopia is making steady progress in the areas of economic, social and cultural rights. Canada and other donors continue to work to strengthen the accountability and transparency of government, including to engage government, civil society and private sector in dialogue to strengthen the ability of Ethiopians to participate in and benefit from social and economic growth and development.

The GoE is committed to public sector efficiency and public financial management. Federal resource transfers follow an equalization formula, ensuring inter-regional equity. Regional governments still need to develop capacity in local and regional planning, but substantial progress has been made.

Public sector accountability has shown improvement due to strengthened auditing and financial management procedures and the introduction of a procurement law.

Good progress has also been recorded in the area of improved management of courts, more efficient tax administration, improved and more decentralized information technology utilization and data management systems, better budget planning and improvements in public infrastructure.

The mining industry in Ethiopia is governed at two levels: the federal government and regional states. According to the Constitution, natural resources are a national resource and as a result, the majority of mining revenues are allocated to the regions at the federal level through the regional block grant revenue sharing model. To date, the responsibility for management of the resource sector is held in large part by the federal government. In order to maximize sustainable benefits from the mining sector at a local level, there is a need to ensure greater regional involvement.

In order to do so, the capacity of regional and local governments should be strengthened to deal with specifically with the demands the mining sector places on local infrastructure and social services, as well as water and land administration. Regional and local governments also need to play an active role in forging effective partnerships between state actors, civil society and private companies to manage issues of security and conflict related to mining sector development, this is particularly important for emerging regions.

A twinning arrangement currently exists between the more advanced and emerging regions in Ethiopia to support capacity development of emerging regions. In the northern mining regions, the Tigray Regional State for instance has been supporting the Afar Regional State to participate in growth corridors, develop and implement strategic plans and has provided technical assistance as needed. The project may facilitate additional collaboration between these regions to support human resource development for the mining sector. For example, universities and TVETs in Tigray and Afar can work collaboratively to develop the skills of the local populations.

7.3 Environmental issues

The mining industry needs to flourish in an environmentally acceptable way, practicing environmental management and protection in every aspect of mining in order to minimize the impact on the environment.

The Ministry of Mines has responsibility for the environmental impact assessment process (supervision, evaluation, and compliance monitoring). The Ethiopian Environmental Protection Agency has delegated this responsibility to the Ministry of Mines and retains a supervisory role.

One of the key challenges in the sector is that the Ministry of Mines does not have the technical capacity to assess environmental risks and management at international standards. Publicly listed foreign mining firms engaged in exploration are operating at a higher standard than the Ministry. Private unlisted companies (which predominate in Ethiopia) are therefore left largely unmonitored. Another challenge is that most of the core courses offered in the geology and mining engineering programs in higher learning institutes do not offer sufficient training in the practical aspects of environmental management.

Mining operations generate huge amounts of waste material that can represent a threat to the environment. The effective management of environmental issues related to mining is based on three aspects:

- i. Strong regulations and policies regarding solid and liquid waste management, including mine reclamation and site rehabilitation;
- ii. Capacity of the government to monitor and supervise mining operations and enforce its regulations; and
- iii. Capacity of education institutions to provide training related to environmental management at all levels (vocational, technical and professional).

The first two points above are beyond the scope and mandate of this project and require leadership from the government of Ethiopia. Without strong regulations and government capacity to monitor the performance of mining operations, the protection of the environment must rely on self-regulation by the industry. In the past, self-regulation has proven quite inadequate.

The environmental capacity of educational institutions can be addressed through increased environmental and sustainable development courses in curricula based on an in-depth analysis for environmental management component of the current core and supportive courses, supported by human resource development to deliver these courses.

Logic Model (LM)

Title	Strengthening Education for Mining in Ethiopia (STEM)		
Country / Region	Ethiopia	Project Number	D-000284

Ultimate Outcome

Increased number of Ethiopian men and women with relevant skills and qualifications for work in the mining sector in Ethiopia



Intermediate Outcomes

1100 Improved ability of university degree programs in geology and mining engineering to produce graduates, especially female, that have the environmental and technical knowledge and skills needed by the mining sector

1200 Increased relevant technical, vocational and employment skills by local community members, especially women, in communities around mine sites and in the mining hubs



Immediate Outcomes

1110 Enhanced capacity (including curriculum, resources and facilities) of select universities to deliver mining related knowledge and skills to male and female university students

1120 Improved practical skills and knowledge related to the mining sector by university instructors

1210 Improved capacity of TVET institutions to deliver technical, vocational and employment training on mining related skills aimed at local communities and women

1220 Shared stakeholder interest in increasing mining related employment by local communities and especially women

Outputs	↑	↑	↑	↑
	1111 Updated and relevant mining engineering and geology curriculum and related environmental curriculum introduced in selected universities	1121 Training and professional development provided to university instructors to address identified gaps in mining related technical skills and knowledge	1211 Training modules on technical mining specific topics developed in accordance with mining occupational standards	1221 Gender analysis with male and female community members to address socio-cultural barriers that limit local community and female participation in the mining sector
	1112 Improved educational software, technology and equipment in university laboratory and library facilities installed and maintained	1122 Pedagogical support and training provided to university instructors and lab technicians to deliver improved curriculum	1212 Mobile training modules on vocational and employability skills in occupations relevant to the mining sector developed, targeting people with low literacy, particularly women in the communities near the mine site	1222 Awareness campaigns conducted in local communities to develop a shared understanding between companies and communities about job opportunities in the mining sector, especially for women
	1113 Gender strategy developed and implemented to maximize female student success	1123 Industry/education linkages and exchanges established between universities, government and the private sector	1213 TVET trainers trained on developing and delivering new modules to engage local communities in the mining sector	1223 Awareness campaigns held within the mining industry to promote inclusive employment of women and vulnerable communities in the mining sector
	1114 Institutional partnerships for mentoring and resource sharing established	1124 University instructors and staff (management and support staff) trained on gender equality issues in mining and on how to address female students' concerns	1214 New mechanisms established for joint industry-TVET training 1215 Skill development support provided to selected TVET institutions in designing and delivering women tailored training programs	1224 Community structures in place, based on existing local governance structures, to address male and female community employment-related grievances

	↑	↑	↑	↑
Activities	<p>1111 Assess mining curriculum for geology and mining engineering and implement appropriate measures to address gaps</p> <p>1112 Procure modern and relevant laboratory and library equipment based on a needs assessment</p> <p>1113 Conduct gender analysis and design strategy to maximize female student success</p> <p>1114 Establish institutional partnerships for mentoring and resource sharing</p>	<p>1121 Address short and medium term technical gaps (skills and knowledge) within universities for mining sector</p> <p>1122 Train and provide follow up support on mining related pedagogy for university instructors and lab technicians delivering mining curriculum</p> <p>1123 Establish and support work-study and/or co-op programs for mining engineering and geology students with industry and government</p> <p>1124 Provide training and follow up support to university staff on gender equality issues in mining and addressing female students' concerns regarding related employment opportunities</p>	<p>1211 Develop training modules on technical mining specific topics in accordance with mining occupational standards</p> <p>1212 Develop mobile training modules on vocational and employability skills in occupations relevant to the mining sector targeting people with low literacy, particularly women</p> <p>1213 Provide training and follow up support to TVET trainers to develop and deliver new modules to engage local communities in the mining sector</p> <p>1214 Partner with industry to establish joint mechanisms for training</p> <p>1215 Provide training and follow up support to TVET instructors in designing women tailored training programs</p>	<p>1221 Conduct gender analysis and design strategies to address the socio cultural barriers that limit women's and local community participation and benefits from mining related jobs</p> <p>1222 Conduct local community mining awareness campaigns to develop a shared understanding between companies and communities about job opportunities in the mining sector, especially for women</p> <p>1223 Conduct awareness campaigns within the mining industry to promote inclusive employment of women and vulnerable communities in the mining sector</p> <p>1224 Establish community structures based on existing local governance structures to address community employment-related grievances</p>

Annex B – Specific Mandate of the Consultant

1. Title: Strengthening Education for Mining in Ethiopia (STEM)

2. Objective

The Consultant must validate and finalize the design, implement and manage the project toward the attainment of the project's expected results as agreed with DFATD following the Project Implementation Plan (PIP) phase of the project.

3. Description of Services to be provided

3.1 Project Management

The Consultant will manage the project in collaboration with the Ethiopian Ministry of Mines, 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.

The Consultant must:

- a) Establish and manage a small support office in Addis Ababa and in Mekele in the Northern Hub of Ethiopia, in which the project operates to assist with day-to-day project administration, communication, monitoring and logistical needs. The role of the offices is to facilitate the implementation of project activities, acting as contact points/hubs for the coordination of activities. Where feasible, the project support offices will be located within one of the partner universities to facilitate ease of communication and coordination;
- b) Identify and subcontract a variety of technical experts to deliver capacity building, technical assistance, and project management;
- c) Develop procedures to ensure 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;
- d) Procure goods and services in accordance with section 3.3 - Procurement of Goods and hiring of ad hoc professional resources;
- e) Define and oversee the roles and responsibilities of individuals or firms sub-contracted for any aspect of project work;
- f) Administer and oversee project activities ;
- g) Develop a network of Ethiopian, Canadian, regional and international resources;
- h) Liaise and share knowledge with local and national stakeholders and furthering donor coordination efforts and harmonization by consulting and sharing information with other DFATD projects and donors working in related sectors;
- i) Integrate gender equality, governance and environment into all aspects of the project as cross-cutting issues;
- j) 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 all project-related expenditures;
- k) Monitor the project using the approved Performance Measurement Framework (PMF) and reporting requirements to DFATD;
- l) Act as the Secretariat for the PSC by organizing annual meetings (procedures and minutes) and following-up on PSC decisions and recommendations; and
- m) Produce the reports and complete the PMF as specified in section 7 - Reporting Requirements.

3.2 Project Structure

3.2.1 Inception Phase

The Consultant must:

- a) Launch an Inception Phase lasting no more than one hundred fifty (150) days following the approval of the Inception Phase Plan. This Inception Phase must also include an analysis and provide a priority-costed list of equipment and materials to support the project's expected results using the reserved Equipment Purchase Fund. The total budget for this equipment is a maximum of one million, seven hundred seventy-five thousand Canadian dollars (\$1,775,000 CAD);

- b) Validate and finalize the design of the project and produce a Project Implementation Plan (PIP), including an indicative budget for the first twelve (12) months of the project and a Work plan for the first year based on the proposed activities and outputs in section 3.2.2.1 - Activities and Outputs. The resulting design must demonstrate clearly that the anticipated outcomes are achievable and feasible, 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 mitigation strategies is expected during the inception phase;
- c) Establish a Project Steering Committee and related ToRs with representation from Ministry of Mines (MoM), Ministry of Education (MoE), Addis Ababa University (AAU), Mekele University (MKU), the Ministry of Finance and Economic Development (MoFED), and the Ethiopian Mining Association;
- d) Draft and sign partnership agreements with the relevant implementing stakeholders (AAU, MKU, Addis Ababa Science and Technology University (AASTU), Axum University (AXU), MoM and MoE;
- e) Facilitate partnership agreements between AAU and AASTU, and between MKU and AXU; and
- f) Upon satisfactory completion and approval of the PIP by DFATD, start the implementation of the project based on participatory methods for both activity planning and implementation.

3.2.2 Implementation Phase

The Consultant will commence the implementation phase following completion of the Inception phase and the approval of the PIP by DFATD.

3.2.2.1 Activities and Outputs

The Consultant must produce the following outputs. The outputs will be refined during the inception phase and detailed as part of the PIP and the first Annual Work plan.

Output-based information
<p>Output 1111 – Updated and relevant mining engineering and geology curriculum and related environmental curriculum introduced in selected universities</p> <p>Activity 1111 – Assess mining curriculum for geology and mining engineering and implement appropriate measures to address gaps</p> <p>Completion of the Output will entail, at a minimum: Scope: Four universities initially (with a review of universities in the second hub later).</p> <p>Completion date: within three years of contract signature</p> <p>Description : The Consultant will validate the sub-activities in its proposal during the inception phase. The complete output description will be detailed in the PIP and approved by DFATD.</p>
<p>Output 1112 – Improved educational software, technology and equipment in university laboratory and library facilities installed and maintained</p> <p>Activity 1112 – Procure modern and relevant laboratory and library equipment based on a needs assessment</p> <p>Completion of the Output will entail, at a minimum: Scope: Four targeted universities</p> <p>Completion date: Within three years of contract signature</p> <p>Description: The Consultant will undertake a needs assessment, procure books, ICT software and equipment to support delivery of training through enhanced methodologies. Equipment purchases must:</p> <ul style="list-style-type: none">i) Take into consideration maintenance costs, availability of spare parts and skilled human resources to operate equipment;ii) Comply with industry standards;iii) Accompanied with user-friendly manuals on operation and maintenance.
<p>Output 1113 – Gender strategy developed and implemented to maximize female student success</p> <p>Activity 1113 – Conduct gender analysis and design strategy to maximize female student success</p> <p>Completion of the Output will entail, at minimum: Scope: Universities and TVETs (Technical and Vocational Education and Training)</p> <p>Completion date: For the duration of the Contract</p>

<p>Description: The Consultant will validate the sub-activities in its proposal during the inception phase. The complete output description will be detailed in the PIP and approved by DFATD.</p>
<p>Output 1114 – Institutional partnerships for mentoring and resource sharing established</p> <p>Activity 1114 – Establish institutional partnerships for mentoring and resource sharing</p> <p>Completion of the Output will entail, at a minimum: Scope: Four universities initially with others added later when the second hub is operational</p> <p>Completion date: For the duration of the Contract</p> <p>Description : The Consultant will:</p> <ul style="list-style-type: none"> i) Assess capacity gaps for sustainable partnerships; ii) Prepare MoUs between AAU and AASTU, and MKU and AXU; and between Canadian and/or local universities; iii) Share resources e.g. staff, equipment, curriculum, library materials etc. among partners; iv) Facilitate secondments between universities.
<p>Output 1121 – Training and professional development provided to university instructors to address identified gaps in mining related technical skills and knowledge</p> <p>Activity 1121 – Address short and medium term technical gaps (skills and knowledge) within universities for mining sector</p> <p>Completion of the Output will entail, at a minimum: Scope: Four universities initially with others added later when the second hub is operational</p> <p>Completion date: For the duration of the Contract</p> <p>Description : The Consultant will validate the sub-activities in its proposal during the inception phase. The complete output description will be detailed in the PIP and approved by DFATD.</p>
<p>Output 1122 – Pedagogical support and training provided to university instructors and lab technicians to deliver improved curriculum</p> <p>Activity 1122 – Train and provide follow up support on mining related pedagogy for university instructors and lab technicians delivering mining curriculum</p> <p>Completion of the Output will entail, at a minimum: Scope: Four universities initially with others added later when the second hub is operational</p> <p>Completion date: For the duration of the Contract</p> <p>Description : The Consultant will provide training and follow up support to utilize innovative teaching methods in curriculum delivery that incorporate adult education principles and are practical in focus</p>
<p>Output 1123 – Industry/education linkages and exchanges established between universities, government and the private sector</p> <p>Activity 1123 – Establish and support work-study and/or co-op programs for mining engineering and geology students with industry and government</p> <p>Completion of the Output will entail, at a minimum: Scope: Four universities initially with others added later when the second hub is operational</p> <p>Completion date: For the duration of the Contract</p> <p>Description : The Consultant will validate the sub-activities in its proposal during the inception phase. The complete output description will be detailed in the PIP and approved by DFATD.</p>

Output 1124 – University instructors and staff (management and support staff) trained on gender equality issues in mining and on how to address female students’ concerns

Activity 1124 – Provide training and follow up support to university staff on gender equality issues in mining and addressing female students’ concerns regarding related employment opportunities

Completion of the Output will entail, at a minimum:

Scope: Instructors, management and support staff of the four universities and later in the universities in the second hub

Completion date: For the duration of the Contract

Description : The Consultant will:

- i) Assess current levels of gender awareness;
- ii) Design and deliver training to promote behavioural change;
- iii) Develop and distribute promotional materials to promote behavioural change;
- iv) Provide follow up support to ensure application of new practices.

Output 1211 – Training modules on technical mining specific topics developed in accordance with mining occupational standards

Activity 1211 – Develop training modules on technical mining specific topics in accordance with mining occupational standards

Completion of the Output will entail, at a minimum:

Scope: Work with Tigray TVET bureau, Tigray Energy and Mining bureau, selected TVET institutions and local industry. Stakeholders from other regions will be included later when a second hub is added

Completion date: For the duration of the Contract

Description : The Consultant will validate the sub-activities in its proposal during the inception phase. The complete output description will be detailed in the PIP and approved by DFATD.

Output 1212 – Mobile training modules on vocational and employability skills in occupations relevant to the mining sector developed, targeting people with low literacy, particularly women in the communities near the mine site

Activity 1212 – Develop mobile training modules on vocational and employability skills in occupations relevant to the mining sector targeting people with low literacy, particularly women

Completion of the Output will entail, at a minimum:

Scope: Work with local community leaders, women from local communities, Tigray TVET bureau, Tigray Energy and Mining bureau, selected TVET institutions and local industry. Stakeholders from other regions will be included later when a second hub is added

Completion date: For the duration of the Contract

Description : The Consultant will:

- i) Conduct a needs assessment to identify the focus and scope of the skills to be addressed;
- ii) Propose a design for a mobile training unit which could be delivered by the public or private sector;
- iii) Develop in collaboration with the TVET instructors and mining companies gender responsive curriculum and training, teaching and learning materials (TTLM) to train the local communities. Include addressing challenges women may face in the workplace;
- iv) Develop selection mechanism with mining companies to identify trainees;
- v) Support the delivery of training.

Output 1213 – TVET trainers trained on developing and delivering new modules to engage local communities in the mining sector

Activity 1213 – Provide training and follow up support to TVET trainers to develop and deliver new modules to engage local communities in the mining sector

Completion of the Output will entail, at a minimum:

Scope: Work with 5-10 TVET instructors and key industry players (to start in one mining hub in Ethiopia)

Completion date: Within two years of contract signature

Description : The Consultant will validate the sub-activities in its proposal during the inception phase. The complete output description will be detailed in the PIP and approved by DFATD.

Output 1214 – New mechanisms established for joint industry-TVET training

Activity 1214 – Partner with industry to establish joint mechanisms for training

Completion of the Output will entail, at a minimum:

Scope: Initially work with one mining company in one of the mining hubs

Completion date: For the duration of the Contract

Description : The Consultant will validate the sub-activities in its proposal during the inception phase. The complete output description will be detailed in the PIP and approved by DFATD.

Output 1215 - Skill development support provided to selected TVET institutions in designing and delivering women tailored training programs

Activity 1215 - Provide training and follow up support to TVET instructors in designing women tailored training programs

Completion of the Output will entail at a minimum:

Scope: Work with selected instructors involved in TVET extension services

Completion date: Within two years of contract signature

Description : The Consultant will:

- i) Provide training and follow up support on designing women tailored training programs (based on the key issues in the local contexts in which the project will work);
- ii) Ensure new training programs developed incorporate women's needs and that women tailored programs are developed and delivered as needed.

Output 1221 - Gender analysis with male and female community members to address socio-cultural barriers that limit local community and female participation in the mining sector

Activity 1221 –Conduct gender analysis and design strategies to address the socio cultural barriers that limit women's and local community participation and benefits from mining related jobs

Completion of the Output will entail, at a minimum:

Scope: Analysis of male and female member of the local communities around targeted mine sites

Completion date: Within first year (perhaps a second analysis in the second mining hub later in the project)

Description : The Consultant will:

- i) Ensure the project team has dedicated and qualified gender expertise;
- ii) Design a gender analysis tool and carry out a gender analysis in the targeted communities;
- iii) Identify socio-cultural barriers that limit participation in the mining sector;
- iv) Develop a gender strategy to address the challenges identified during the analysis;
- v) Implement the gender strategy.

Output 1222 – Awareness campaigns conducted in local communities to develop a shared understanding between companies and communities about job opportunities in the mining sector, especially for women

Activity 1222 – Conduct local community mining awareness campaigns to develop a shared understanding between companies and communities about job opportunities in the mining sector, especially for women

Completion of the Output will entail, at a minimum:

Scope: To start in the northern mining exploration hub, and scale up to a second hub if deemed appropriate

Completion date: For the duration of the Contract

Description : The Consultant will validate the sub-activities in its proposal during the inception phase. The complete output description will be detailed in the PIP and approved by DFATD.

Output 1223 – Awareness campaigns held within the mining industry to promote inclusive employment of women and vulnerable communities in the mining sector

Activity 1223 Conduct awareness campaigns within the mining industry to promote inclusive employment of women and vulnerable communities in the mining sector

Completion of the Output will entail at a minimum:

Scope: To start in the northern mining exploration hub, and scale up to a second hub if deemed appropriate

Completion date: For the duration of the Contract

Description : The Consultant will:

- i) Conduct conversations with mining companies to determine their reluctance to hire women and vulnerable groups;
- ii) Identify and share value added of female employees;
- iii) Make recommendations to mining companies to create women friendly environment and policies at mine sites;
- iv) Conduct awareness raising with local governments;
- v) Facilitate short education workshops for key local stakeholders.

Output 1224 Community structures in place, based on existing local governance structures, to address male and female community employment-related grievances

Activity 1224 - Establish community structures based on existing local governance structures to address community employment-related grievances

Completion of the Output will entail, at a minimum:

Scope: Work with local, often clan-based, local governance structures to enable them to resolve disputes that may emerge between local communities and mining companies

Completion date: Within two to three years of contract signature

Description : The Consultant will:

- i) Identify and train community conversation facilitators on dispute resolution;
- ii) Support local leaders to understand and fairly address grievances by women;
- iii) Facilitate linkages between the mining companies and the local governance structures.

3.2.2.2 Managing for Results

At the beginning of the project, the Consultant must develop indicators of project performance at the level of immediate outcomes. The indicators will be approved by DFATD as a part of the project design and project implementation plan.

The Consultant must report on achievement of the outputs 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 have to work closely with the Government of Ethiopia and other stakeholders. The Government of Ethiopia and other stakeholders will have to provide certain inputs (human and material) required to achieve project outcomes. The input to be provided by Government of Ethiopia and other stakeholders will be detailed in the annual Work plan.

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

3.3 Procurement of Goods and hiring of ad hoc professional resources

The Consultant must procure goods and hire ad hoc professional resources required for the project in accordance with an approved procurement plan described in section 7 - Reporting Requirements.

The Consultant 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 and will be subject to audit.

3.4 Provision of professional services

The Consultant must:

- a) Source and deploy professional, organizational and institutional resources to provide the technical assistance services required for the project in accordance with the approved Work plan. The Consultant is expected to make every effort to maximize the use of Ethiopian 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 Ethiopian counterparts. The Consultant is expected to review and assess the performance of contracted expertise to ensure that professional standards are met; and
- b) Provide advisors to assist with integrating gender equality, governance and environment.

In addition, the Consultant must provide one (1) qualified individual for each of the following positions:

i) Canadian Project Director

The Canadian Project Director (PD) will represent the Consultant at the highest levels and have the overall responsibility and leadership of the project. The PD will provide overall guidance and management to the personnel, and coordinate the involvement of project personnel. The PD will be responsible for managing the two technical experts and other ad hoc resources, and will provide strategic direction, managerial and administrative technical support services. The PD will have the overall management responsibility of the project, ensuring that the project follows DFATD's Results-Based Management policy, methodology, templates and tools.

Specific responsibilities include:

- a) Provide overall direction towards the achievement of the project results, including management of project personnel;
- b) Ensure the effective monitoring of progress and results as per the Performance Measurement Framework;
- c) Liaise with DFATD field personnel and headquarters with respect to all matters of administration, results achievement, financial reporting, accountability, and budget control;
- d) Ensure effective and transparent financial practices, procedures and reporting;
- e) Recruit and contract all project personnel engaged by the Consultant;
- f) Managing the technical experts as well as ad hoc resources required during the implementation of the project;
- g) Review and deliver project reports to DFATD as per the Project Reporting Requirements;
- h) Provide other project managerial and administrative responsibilities as needed;
- i) Ensure compliance with all DFATD contractual commitments; and
- j) Liaise with and ensure the participation of multiple stakeholders.

ii) Technical Expert for Technical and Vocational Education and Training

The Technical Expert for Technical and Vocational Education and Training (TETVET) will have overall responsibility for the Consultant's contribution to the project and day-to-day delivery of the TVET component of the project. The TETVET will represent the Consultant as a subject matter specialist in the area of mining vocational education and skills training.

Specific responsibilities could include:

- a) Oversee and participate in delivery of key project activities in substantive areas of mining TVET education;
- b) Support vocational technical training institutes to develop demand-driven basic mining related vocational and employment skills training programs;
- c) Plan and carry out assessment of occupational standards of vocational training institutes in key mining related areas to address gaps at it relates to human resource requirements of the mining industry;
- d) Develop and implement innovative short-term training programs to improve employability of local communities, particularly women in the mining industry;
- e) Develop and implement awareness raising campaigns aimed at communities near mine sites of job opportunities in mining related fields;
- f) Oversee provision of adaptable technologies based on needs assessment for selected vocational training institutes offering mining related skills trainings;
- g) Integrate gender equality into project activities and results;
- h) Integrate environmental considerations into project activities and results;
- i) Advise on socio-cultural issues and/or gender equality issues around mine sites;
- j) Provide capacity building services that include providing technical assistance through field-level demonstrations and accompaniment; and
- k) Liaise with and including the participation of multiple stakeholders: government (including regional governments), private sector (in the mining industry), civil society, local communities and donors.

iii) Technical Expert for Higher Education

The Technical Expert for Higher Education (TEHE) will have overall responsibility for the Consultant's contribution to the project and day-to-day delivery of the Higher Education component of the project. The TEHE will represent the Consultant as a subject matter specialist in the area of mining higher education and university engagement.

Specific responsibilities could include:

- a) Oversee and participate in delivery of key project activities in respective substantive areas of mining higher education;
- b) Working with universities in developing curriculum for geology and mining engineering programs that are industry driven;
- c) Plan and carry out assessment of mining curriculum of undergraduate programs to address gaps as it relates to human resource requirements of the mining industry;
- d) Develop and implement course outlines for undergraduate mining engineering and geology programs in collaboration with stakeholders;
- e) Oversee provision of best technology and equipment for laboratory facilities located within universities based on needs assessment;
- f) Link industry with universities and facilitate on-the-job trainings;
- g) Strengthen undergraduate mining related programs for universities;
- h) Provide capacity building services that include accompaniment, coaching and training;
- i) Integrate gender equality into project activities and results;
- j) Integrate environmental consideration into project activities and results;
- k) Provide capacity building services that include technical assistance through field-level demonstrations and accompaniment; and
- l) Liaise with and include the participation of multiple stakeholders: government (education regulators), private sector (mining industry) and donors.

iv) Procurement Specialist

The Procurement Specialist (PS) will develop, implement and monitor a project procurement plan.

Specific responsibilities of the position include:

- a) Working with the project Personnel and partners, and in consultation with DFATD, to design and deliver a Procurement Plan;
- b) Developing procurement guidelines, model contracts and administrative systems;
- c) Providing training to Government of Ethiopia officials in open, transparent and competitive procurement methods in accordance with international standards;
- d) Establishing efficient method of local procurement, securing transparency and best value for cost;
- e) Administering and monitoring for compliance of approved contracting procedures;
- f) Coordinating imports and their distribution in Ethiopia with appropriate authorities;
- g) Identifying local and regional sources of supply;
- h) Procuring equipment as identified in the approved procurement plan;
- i) Arranging shipments by sea and/or by air;
- j) Maintaining a list of potential suppliers able to bid under the special circumstances of working in Ethiopia, identifying updated prices, assessing technical merit and/or quality; and
- k) Preparing procurement reports for inclusion into progress reports as outlined in section 7, Reporting Requirements.

v) Geology and Mining Specialist

The Geology and Mining Specialist will provide technical advice and recommendations on issues related to geology and mining.

Specific responsibilities of the position include:

- a) Work with and advise project Personnel and partners on technical issues related to geology, mining engineering and mining occupational standards;
- b) Review and provide technical advice on higher education curriculum related to geology and mining engineering;
- c) Provide input on training programs for skills development in key mining related occupations;
- d) Support consultations with mining companies to assess needs related to mining internships;
- e) Provide recommendations for strengthening linkages between the mining industry and TVET and higher education institutions in Ethiopia; and
- f) Provide other mining and geology related advice as required for the delivery of the project.

vi) Gender Equality Specialist

The Gender Equality Specialist (GE) will ensure the effective implementation of gender equality measures in the project in line with relevant DFATD GE policies.

The Gender Equality Specialist will:

- a) Provide inputs to the development of the Project Implementation Plan, Performance Measurement Framework;
- b) Annual Workplans, Risk Register and project reports;
- c) Provide analysis and advice for GE aspects related to the design, implementation and management of the project;
- d) Prepare the gender equality analysis and Gender Strategy;
- e) Assist with the production of narrative reports;
- f) Document lessons learned and good practices; and
- g) Ensure that STEM activities are consistent with relevant DFATD and Government of Canada policies.

vii) Capacity Development Specialist

The Capacity Development Specialist will be responsible for the development and delivery of training products associated with the project.

Specific responsibilities include:

- a) Developing new training programs as well as best practices for train-the-trainer program and coordinating the delivery of the training products in the project;
- b) Providing strategic advice to selected key stakeholders who are involved in the project and who have training requirements as part of their mandate;
- c) Coordinating the drafting, updating, and maintenance of training materials;
- d) Assisting the Canadian Project Director in the recruitment and contracting of specialists to provide training to key project beneficiaries; and
- e) Providing input to the preparation of the project key documents: inception mission plan, PIP, project reports and work plans;
- f) Evaluate new and innovative training methods (i.e. multi-media applications) that improve the cost effectiveness and sustainability of training programs;
- g) Perform capacity assessments and evaluations at various stages of program implementation.

viii) Local Community Expert

Reporting to the Project Director, the local community expert will act as the project's main link to local communities as well as to the mining industry.

Specific responsibilities include:

- a) Developing and maintaining positive relationships with community representatives and mining industry representatives;
- b) Facilitating discussions/dialogue between stakeholders at the regional and local levels, ensuring project activities incorporate a strong community element and are well coordinated with local community authorities;
- c) Adopting and promoting (i) managing for results; (ii) inclusive participation; (iii) greening of operations; (iv) good governance; and (v) gender equality, as fundamental project principles;
- d) Engaging in other activities and sub-activities as required that contribute to the achievement of project results; and
- e) Providing input to the required reports and plans as per the project reporting requirements.

3.5 Language Requirement

The Canadian Project Director, the TETVET and the TEHE must possess the following levels in English:

Oral = 4 – Advanced Professional Proficiency

Reading = 4 – Advanced Professional Proficiency

Writing = 4 – Advanced Professional Proficiency

The description associated with the language requirement 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 under the Project Steering committee

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

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

The GoE is signatory to the Ethiopia Canada Memorandum of Understanding that governs the implementation of Canada's Official Development Assistance to Ethiopia and is responsible for the following:

- a) Facilitating entry of personnel and equipment into Ethiopia and providing permits, visas and other documents necessary to enable Canadian firms, personnel and dependants to carry out their functions under the STEM and to permit unrestricted access to work sites, as articulated in Canada's bilateral general cooperation agreement with Ethiopia; and
- b) As STEM falls within the framework of the Ethiopia Canada Memorandum of Understanding, imported goods and equipment for the project are exempted from customs duties or any other taxation.

6. Environmental Assessment

In line with DFATD's environment policy, the Consultant must integrate environmental considerations at all stages of the initiative, where relevant. The Consultant's process to manage environmental impacts must ensure that the initiative is not likely to result in significant negative environmental effects.

7. Reporting Requirements

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

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

Templates:

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

- i) Performance Measurement Framework (PMF)
- ii) Project Implementation Plan (PIP)

All reports will be produced in an English version.

7.1. Narrative Reports

Name of the report	Submission requirements	Content requirements	Format (hard copy/ soft copy; verbal/written)	Number of Copies	Language(s)/ need for Translation
Inception Phase Plan	Within thirty (30) days from the effective date of Contract	<p>The Inception Phase Plan must include the following:</p> <ul style="list-style-type: none"> a) Executive Summary; b) Methodology, including Terms of Reference (including outputs and deliverables) and level of effort for each participant; c) Activities, outputs, expected results, and scheduling of the inception phase, including the list of organisations and people to meet with; and d) Detailed budget for the inception phase including professional fees, estimated field-level expenses, and other reasonable expenses. <p>The Inception Phase will commence once the Inception Phase Plan has been approved by DFATD.</p>	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English
Performance Measurement Framework (PMF)	Within one hundred and eighty (180) days from the effective date of the Contract (as part of the PIP)	<p>For each level of the Logic Model (Output, Immediate Outcome, Intermediate Outcome, Ultimate Outcome), the PMF must include the following elements:</p> <ul style="list-style-type: none"> a) Indicators; b) Baseline Data, disaggregated by sex; c) Targets, disaggregated by sex; d) Data sources; e) Data collection methods; f) Frequency; and g) Responsibility. 	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English

Name of the report	Submission requirements	Content requirements	Format (hard copy/ soft copy; verbal/written)	Number of Copies	Language(s)/ need for Translation
Project Implementation Plan (PIP)	Within one hundred and eighty (180) days from the effective date of the Contract	<p>The PIP must include to the following:</p> <ol style="list-style-type: none"> 1) Executive Summary 2) Introduction (Background, PIP Methodology) 3) Project Design <ol style="list-style-type: none"> a) Context and Rationale; b) Project Outputs updated; c) Reach and Beneficiaries; d) Cross-cutting Themes (Gender Equality Analysis , Governance, and Environment); e) The update of Risk Registry: identifying risks and mitigation strategies; and f) Validated Logic Model. 4) Project Management and Governance <ol style="list-style-type: none"> a) Management Approach and Structure; b) Roles and Responsibilities of the Project Stakeholders; and c) Project Committees. 5) Project Implementation for the first twelve (12) months of the project: <ol style="list-style-type: none"> a) Immediate Outcomes – Outputs – Activities Matrix; b) Work Breakdown Structure; c) Schedule; d) Gender Equality Strategy; e) Budget per inputs (by line item at a minimum); and f) Budget per immediate outcomes (approximate). 6) Procurement plan <ol style="list-style-type: none"> a) Description of Processes (competitive and non-competitive) to procure goods and services; b) Description of Processes (competitive and non-competitive) to contract ad hoc resources; c) Decision making matrix; d) Procurement strategy for the Equipment Purchase Fund; and e) Contract Risk Management Plan. 	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English

Name of the report	Submission requirements	Content requirements	Format (hard copy/soft copy; verbal/written)	Number of Copies	Language(s)/ need for Translation
		7) Project Monitoring and Reporting <ul style="list-style-type: none"> a) The update of the Performance Measurement Framework; b) Performance Reporting Framework; and c) Stakeholder Communications Plan. 			
Gender Equality Analysis and Gender Strategy	Within one hundred and eighty (180) days of contract signature (to be submitted together with the PIP)	The Consultant will produce a gender analysis in accordance with DFATD Gender Equality Analysis Guidelines and a Gender Equality Strategy to detail the explicit approach for integrating gender equality principles in the project and achieving the project's gender equality results.	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English

Name of the report	Submission requirements	Content requirements	Format (hard copy/soft copy; verbal/written)	Number of Copies	Language(s)/ need for Translation
Quarterly Progress Reports	Within thirty (30) days from the end of the first quarter (April to June) and the third quarter (October to December) of each project year	<p>These reports must consist of short (1 to 3 pages) narrative summaries of the progress made over the last three-month period, including:</p> <ul style="list-style-type: none"> a) Executive summary; b) Analytical comments on the variances between the planned activities, as identified in the previous narrative report, the Work plan and outputs (product and service or completed activities). Variances should be justified; c) Results achieved using the immediate outcome indicators. If any, and remedial action taken or to be taken; OR Results of the monitoring activities using the PMF; d) Problems and difficulties encountered, if any, and remedial action taken or to be taken. This should include reporting on implementation of various Work plan strategies (e.g. gender equality, sustainability, communications, etc.); e) Analysis of changes to any important aspect of the project which have been or should be made, for consultation with DFATD; f) Analytical comments on Financial Reports concerning variances between forecasted and actual expenditures, as they relate to successes or problems encountered and actions taken, as well as consequences on the financial forecasting for the next quarter; g) Planned activities for the next quarter; h) Evolution of Risks and disclosure of opportunities; i) Procurement activities having taken place in the quarter; and j) Other important issues affecting Project implementation. 	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English

Name of the report	Submission requirements	Content requirements	Format (hard copy/soft copy; verbal/written)	Number of Copies	Language(s)/ need for Translation
Semi-Annual Progress Reports	Semi-annually and within thirty (30) days from the end of the semester, the Consultant must provide a Semi-Annual Progress Report for the six-month period ending March 31 st and September 30 th of each year.	<p>Semi-Annual Progress Reports must provide qualitative and quantitative information on the significant project outcomes (immediate and intermediate) for the previous two fiscal years and include the following:</p> <ul style="list-style-type: none"> a) Executive summary; b) Analytical comments on the variances between each of the expected results (at both immediate and intermediate outcomes levels) and actual results on the basis of indicators (PMF) for the last six (6) months; including reporting on progress on gender equality results (reductions in barriers/inequalities) and any unexpected results (negative or positive impact on gender equality); c) Results of the monitoring activities using the PMF, problems and difficulties encountered, if any, and remedial action taken or to be taken; d) Analysis of changes to any important aspect of the project which have been or should be made, for consultation with DFATD; e) Analytical comments on Financial Reports concerning variances between forecasted and actual expenditures, as they relate to successes or problems encountered and actions taken, as well as consequences on the financial forecasting for the next semester; f) Planned activities for the next semester; g) Report on implementation of the Gender Equality Strategy; and h) Other important issues affecting project implementation. 	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English
Annual Work plan	Within thirty (30) days from the end of each fiscal year, together with the Semi-Annual Progress Report and the Annual Financial Report.	The Annual Work plan must consist of a study and of an actualization of the previous Work plan. The Annual Work plan must present the results achieved at the outcome level in comparison with objectives established in the previous Work plan and provide explanation on variances between results achieved and targeted objectives. Finally, the Annual Work plan must establish objectives for each activity to be implemented during the following year.	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English

Name of the report	Submission requirements	Content requirements	Format (hard copy/soft copy; verbal/written)	Number of Copies	Language(s)/ need for Translation
Final Narrative Report	Within thirty (30) days from the end of the activities of the project.	<p>The report must:</p> <ul style="list-style-type: none"> a) Analyze original budget forecasts compared to actual disbursements, for the project as a whole as well as for each of the main activities; b) State reasons justifying variances; and c) Include any other information related to the administrative and financial aspects of the project. <p>The Final Narrative Report must include the following sections:</p> <ul style="list-style-type: none"> a) <u>Background and objectives</u> This section of the report must contain a brief statement with respect to the project. It should include: <ul style="list-style-type: none"> i) background and rationale; ii) goal and objectives; and iii) results at the outcome level. b) <u>Summary Description of the project</u> This section of the report must contain a description of the actual activities, including: <ul style="list-style-type: none"> i) management and Consultant; ii) description of activities; and iii) stakeholders, their roles and responsibilities. c) <u>Analytical Review of the project</u> This section of the report must address the following issues and offer comments and/or recommendations for similar projects in the future: <ul style="list-style-type: none"> i) project rationale and justification; ii) planned and achieved goal and objectives; iii) detailed final report on achievement of results at the outcome level; this should include analytical comments as well as reporting on reductions or increases in gender equality gaps where women/girls and/or gender equality is integrated into results statement; iv) political considerations; 	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English

Name of the report	Submission requirements	Content requirements	Format (hard copy/soft copy; verbal/written)	Number of Copies	Language(s)/ need for Translation
		<ul style="list-style-type: none"> v) analysis of scheduling, results of the monitoring activities using the PMF, difficulties encountered (if any) and remedial actions taken; vi) analysis of actual disbursements compared to the original and revised budgetary forecasts as presented in the Final Financial Report; vii) logistical difficulties; viii) Crosscutting themes and priorities <ul style="list-style-type: none"> a) An overview of the implementation of the Gender Equality (GE) Strategy, including lessons learned and appraisal of good practices/approaches that supported the achievement of the project's gender equality results, any challenges and unexpected (positive or negative) gender equality results; and b) Environment; ix) public relations issues; and x) analysis, comments, and recommendations with respect to each of the main activities. 			
Phase-out Plan	One (1) year before end date of contract	<p>The Consultant will prepare a plan and schedule for phasing out and closing down the project and submit it to DFATD for approval. The plan must include the following information:</p> <ul style="list-style-type: none"> a) Schedule for closing down the project; b) Plan for the disposal of assets; and c) Measures to ensure the sustainability of results. 	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English

7.2. Financial Reports

Name of the report	Submission requirements	Content requirements	Format (hard copy/soft copy; verbal/written)	Number of Copies	Language(s)/ need for Translation
Quarterly Financial Reports	within thirty (30) days from the end of every quarter	The report must detail the following: <ul style="list-style-type: none"> a) Costs incurred throughout the period covered by the report; b) Interest earned on advances, if applicable; c) Year-to-date costs as of the date of the report (amount and percentage); d) Estimate of the costs required to complete the activities; e) Cost estimate for the period to be covered in the next report; f) Analysis of significant variances +/- 10%; and g) Cost relating to procurement activities during the period. 	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English
Annual Financial Report	Within thirty (30) days from the end of the fiscal year together with the Quarterly Financial Report, the Semi-Annual Progress Report and the Annual Work plan.	The Annual Financial Report must take a full-year perspective on the project and must be tied closely to the Work plan and the costs of the activities. It must detail the following: <ul style="list-style-type: none"> a) A comparison between the forecasted expenditures and the actual expenditures for the year just completed; and b) A forecast for the upcoming fiscal year, i.e. the forecast of the cost of the activities identified in the Annual Work plan. 	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English
Final Financial Report	Within thirty (30) days from the end of the activities of the project.	The project Final Financial Report must present an account of actual disbursements on the basis of a line item breakdown, in comparison to the basis of payment of the Contract.	Hard copy and soft copy / written	1 copy for Canadian Embassy in Addis Ababa and 1 copy for DFATD headquarters	English

8. Other deliverables

Name of the report	Submission requirements	Content requirements	Format (hard copy/soft copy; verbal/written)	Number of Copies	Language(s)/ need for Translation
Minutes of Meeting	Draft to be provided within three (3) days from the date of the meeting and final minutes within two (2) weeks from the date of the meeting.	The minutes must include the following elements: 1. Presents; 2. Agenda; 3. Review of previous minutes; 4. Summary of discussions; and 5. Action items with identified resources.	Soft copy / written	1 copy for Canadian Embassy in Addis Ababa	English

Section 5. Evaluation Criteria

Guidance to Bidders

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

Only projects that are at least fifty percent (50%) completed in terms of project duration at the Request for Proposals (RFP) Closing Date will be considered for evaluation. For projects that have ended before RFP Closing Date, only those that have more than fifty percent (50%) of its duration, after January 1, 2005, will be evaluated. If the project presented is deemed ineligible, the Bidder will be awarded zero (0) points for that project.

Definitions – For the purpose of this RFP, the following definitions apply to the requirements.

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.

Africa refers to all countries on the African continent as well as island states that are members of the African Union.

Developing countries are the ones listed in <http://go.worldbank.org/FFZ0CTE2V0>

Field level refers to a specific work mandate during which the proposed individual was based in a developing country.

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.

Technical Assistance is defined as a form of aid given to less-developed countries by international organizations such as the United Nations (UN) and its agencies, individual governments, foundations and philanthropic institutions. Its object is to provide those countries with the expertise needed to promote development. Technical assistance may involve sending experts into the field to teach skills and to help solve problems in their areas of specialization.

Years of experience: One (1) year is defined as ten (10) months of relevant work experience in a twelve (12) consecutive months period.

MANDATORY EVALUATION CRITERIA

Not applicable

RATED EVALUATION CRITERIA

Score

Technical Component

700

Bidder’s Experience

150

Requirement 1: Experience in managing and implementing international development projects
(up to 75 points for each project presented for a maximum of 150 points)

150

Using form **TECH-4 “Bidder’s Experience”**, the Bidder should describe two (2) projects to demonstrate their corporate experience in managing and implementing international development projects of similar scope and complexity to the work described in Annex B - *Terms of Reference* of this RFP.

This criterion will be assessed as follows for each project:

In this criterion,

1.1 Similar scope means a project that: (up to 55 points for each project)

- 1.1.1 Consists of working with universities or technical and vocational education and training (TVET) schools, preferably with both universities and TVET schools, in strengthening their science or engineering department, preferably in geology and mining programs (up to 35 points)
- 1.1.2 Includes integrating governance and environment as a crosscutting theme - 10 points
- 1.1.3 Involves multi-stakeholder groups such as educational institutions, private sector, or local communities - 5 points
- 1.1.4 Demonstrates experience achieving gender equality results in capacity building interventions - 5 points

1.2 Similar complexity means a project: (up to 20 points for each project)	
1.2.1 Valued of at least \$3 million, full points for \$12 million or more (up to 10 points)	
1.2.2 Duration of at least three (3) years, full points for five (5) years or more (up to 5 points)	
1.2.3 Located in a developing country, preferably in Africa, full points for Ethiopia (up to 5 points)	
<u>In this criterion:</u> Where the 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. In such a case, only the experience of the consortium member who is identified as responsible for overall management and implementation in the proposed methodology will be evaluated in this requirement. “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. Page limitation per description is two (2) pages for each project.	
Sub-total / Bidder’s Experience	150

Proposed Methodology	260								
Requirement 2: Approach to implementing the project, Project Management Plan, Project Organizational Chart and Approach to Human Rights Mitigation (up to 120 points)	120								
2.1 Approach to implementing the project: The Bidder should present in a clear and comprehensive manner its overall understanding of the project by describing its approach to implementing the project in relation to the following: (up to 60 points)									
2.1.1 Capacity development approach which highlights the methods to determine the needs of the four (4) universities and the TVET schools as well as instructors, what tools could be used to achieve the stated results and what post academic methods could be used? (5 points per relevant element for a maximum of 30 points)									
2.1.2 Sustainability strategy which highlights methods used to ensure instructors have continued pedagogical support, how it ensures that curricula remain relevant, stakeholders are engaged, and environmental issues continue to be considered (4 points per relevant element for a maximum of 20 points)									
2.1.3 Regional implementation approach which highlights the involvement of various stakeholders in regional hubs, the socio-economic factors, resource requirements and key factors to be considered in the regions (5 points per relevant element for a maximum of 10 points)									
2.2 Project Management Plan: The Bidder should provide a project management plan which should include a description of the following elements: (up to 37 points)									
The appropriateness of these elements will be evaluated as follows:									
<table><tr><th>Element</th><th>Criteria</th></tr><tr><td>a. Recruitment and management of resources and experts (up to 15 points)</td><td>The recruitment and management of technical experts is based on merit, maximize competition and, when applicable the use of local resources.</td></tr><tr><td>b. Monitoring and evaluation framework (up to 12 points)</td><td>Monitoring and evaluation framework include participatory mechanisms to include all relevant stakeholders, a system that captures appropriate indicators and results (qualitative and quantitative), a schedule for conducting monitoring and evaluation with a plan for reporting on outcomes and also captures gender equality indicators and results.</td></tr><tr><td>c. Management of relationships with stakeholders (up to 10 points)</td><td>The management of relationships with stakeholders includes an identification of issues related to the engagement of public sector, private sector or civil society stakeholders and describes mechanisms to enhance multi-stakeholder engagement and collaboration, and to improve the link between industry needs and educational programming.</td></tr></table>		Element	Criteria	a. Recruitment and management of resources and experts (up to 15 points)	The recruitment and management of technical experts is based on merit, maximize competition and, when applicable the use of local resources.	b. Monitoring and evaluation framework (up to 12 points)	Monitoring and evaluation framework include participatory mechanisms to include all relevant stakeholders, a system that captures appropriate indicators and results (qualitative and quantitative), a schedule for conducting monitoring and evaluation with a plan for reporting on outcomes and also captures gender equality indicators and results.	c. Management of relationships with stakeholders (up to 10 points)	The management of relationships with stakeholders includes an identification of issues related to the engagement of public sector, private sector or civil society stakeholders and describes mechanisms to enhance multi-stakeholder engagement and collaboration, and to improve the link between industry needs and educational programming.
Element	Criteria								
a. Recruitment and management of resources and experts (up to 15 points)	The recruitment and management of technical experts is based on merit, maximize competition and, when applicable the use of local resources.								
b. Monitoring and evaluation framework (up to 12 points)	Monitoring and evaluation framework include participatory mechanisms to include all relevant stakeholders, a system that captures appropriate indicators and results (qualitative and quantitative), a schedule for conducting monitoring and evaluation with a plan for reporting on outcomes and also captures gender equality indicators and results.								
c. Management of relationships with stakeholders (up to 10 points)	The management of relationships with stakeholders includes an identification of issues related to the engagement of public sector, private sector or civil society stakeholders and describes mechanisms to enhance multi-stakeholder engagement and collaboration, and to improve the link between industry needs and educational programming.								
2.3 Project Organizational Chart: The Bidder should provide a project organizational chart. The chart should include and will be evaluated on: (up to 12 points)									

<p>2.3.1 The appropriateness of the reporting relationships reflecting the roles and responsibilities outlined in Annex A - <i>Project Description</i>, between personnel, key stakeholders, including DFATD in accordance with the proposed project management plan.</p> <p>i. Do the reporting relationships appropriately reflect the Project roles and responsibilities?</p> <p>2.4 Approach to Human Rights Mitigation: The Bidder should describe its approach to mitigating any human rights issues he becomes aware of while carrying out his responsibilities (up to 11 points)</p> <p>i. The approach will be evaluated on its appropriateness to address human rights issues.</p> <p>Page limitation for this requirement is five (5) pages.</p>	
<p>Requirement 3: Project Performance Measurement Framework (up to 40 points)</p> <p>The Bidder should propose a plan to collect project baseline data with reasonable targets to be achieved and additionally, the Bidder should use form TECH-5C “Project Performance Measurement Framework” to describe appropriate indicators for each of the associated outputs (outputs 1111, 1113, 1121, 1123, 1211, 1213, 1214, and 1222) provided by DFATD in the TECH form, and a strategy to monitor and evaluate results.</p> <p>The Project Performance Measurement Framework (PMF) will be evaluated as follows: (up to 40 points)</p> <p>3.1 A plan to collect project baseline data which will be evaluated on its clarity and completeness defined as a description of how, when and from whom the Bidder will collect baseline data AND how and when the Bidder will establish targets (up to 11 points)</p> <p>3.1.1 Plan to collect project baseline data: The plan will be evaluated on its clarity and completeness, which is defined as: A description of how, when and from whom the Bidder will collect baseline data AND how and when the Bidder will establish targets</p> <p>3.2 The PMF identifies appropriate indicators (i.e. indicators are valid, sensitive, useful, and affordable) for each of the associated outputs (outputs 1111, 1113, 1121, 1123, 1211, 1213, 1214, and 1222) provided by DFATD in the TECH form (up to 20 points)</p> <p>3.3 Monitoring Strategy: In a narrative description, the bidder should propose a monitoring strategy that allows effective management of the project over its lifecycle in terms of decision making, learning and adjustment (up to 9 points)</p> <p>Page limitation for this requirement is four (4) pages.</p>	40
<p>Requirement 4: Risk Identification and Mitigation Measures (up to 28 points)</p> <p>Using form TECH-5D “Risk Register”, the Bidder should provide a narrative description identifying up to four (4) relevant risks related to operational, financial, development and reputational risks associated with designing and implementing the project and two (2) additional different risks focusing on Gender Equality, environmental, or governance for a total of six (6) risks.</p> <p>This requirement will be evaluated based on the Bidder’s capacity to identify key risks related to the project environment as well as provide appropriate risk mitigation measures.</p> <p>4.1 Bidder should identify a total of six (6) relevant risks. One risk for each category: operational, financial, development and reputational risks associated with designing and implementing the project and two (2) additional different risks focusing on Gender Equality, environmental, or governance (2 point for each relevant risk related to operational, financial, development and reputational for a maximum of 8 points and 1 point per additional different risk focusing on Gender Equality, environmental, or governance for a maximum of 2 points for a total of 10 points)</p> <p>4.2 Bidder should identify relevant risk mitigation measures that are linked to each risk identified under 4.1 above (3 points per relevant risk mitigation measures for a maximum of 18 points)</p> <p>Page limitation for this requirement is two (2) pages.</p>	28

<p>Requirement 5: Gender Equality Strategy (up to 40 points)</p> <p>The Bidder should provide a Gender Equality Strategy for the project that includes the following:</p> <p>The Gender Equality Strategy should:</p> <p>5.1 Identify two (2) challenges or opportunities (other than the ones presented in the Project Description) in relation to the achievement of DFATD’s Gender Equality Policy objectives, based on an assessment of the Project Description and Logic Model (up to 12 points per challenge or opportunity for a maximum of 24 points)</p> <p>The appropriateness and relevance of the gender challenge or opportunity will be assessed based on the following elements (3 points for each element for a maximum of 12 points per challenge or opportunity)</p> <p>i. in the mining sector;</p> <p>ii. at the institutional level in the selected universities and TVETs;</p> <p>iii. in communities near mining activity or mining exploration hubs; and</p> <p>iv. that reflect a sound understanding of the Project Description and Logic Model.</p> <p>5.2 Bidder should describe the proposed approach and steps needed to address the identified Gender Equality challenges or opportunities (up to 16 points)</p> <p>The Proposed approach should include:</p> <p>i. relevant training on management and leadership; and</p> <p>ii. appropriate assessment of the environment of the selected universities and TVETs and relevant strategy to increase female student enrolment.</p> <p>Page limitation for this requirement is four (4) pages.</p>	<p>40</p>
<p>Requirement 6: Work Breakdown Structure (WBS) for the project (up to 32 points)</p> <p>Using form TECH-5A “Work Breakdown Structure”, and referring to the output table, in Annex B, section 3.2.2.1 of the Terms of Reference, the Bidder should provide a proposed work breakdown structure (WBS) for the project. The work breakdown should identify two (2) sub-activities for each of the activities 1111, 1113, 1121, 1123, 1211, 1213, 1214, and 1222.</p> <p>All sub-activities should stem from the related activities and lead to the outputs identified in Annex B, section 3.2.2.1 of the Terms of Reference. The sub-activities and their outputs should contribute to the immediate outcomes.</p> <p>6.1 The feasibility of the sixteen (16) sub-activities will be assessed (2 points per sub-activity for a maximum of 32 points)</p> <p>6.1.1 A sub-activity is feasible only when it meets <u>all</u> of the following:</p> <p>i. the sub-activity could be completed within the project time frame;</p> <p>ii. the sub-activity could be completed using the proposed resources (human and physical); and</p> <p>iii. the sub-activity could contribute to the output.</p> <p>Page limitation for this requirement is two (2) pages.</p>	<p>32</p>
<p>Sub-total / Methodology</p>	<p>260</p>
<p>Proposed Personnel</p>	<p>290</p>
<p>Requirement 7: Canadian Project Director (up to 120 points)</p> <p>Using form TECH-6A “Curriculum Vitae for Proposed Personnel”, the bidder should provide the CV of the proposed Canadian Project Director (PD).</p> <p>The CV will be evaluated on:</p> <p>7.1 Education: (up to 15points)</p> <p>7.1.1 (up to 10 points, non-cumulative)</p> <p>i. Master degree or PhD in one of the following field: business administration, education planning and administration, geology, mining engineering, environmental science, environmental engineering, civil engineering, environmental management or other relevant field - 10 points</p>	<p>120</p>

Page limitation for this requirement is four (4) pages.

Requirement 8 – Technical Expert for Higher Education (up to 85 points)**85**

Using form **TECH-6A “Curriculum Vitae for Proposed Personnel”**, the bidder should provide the CV of the proposed Technical Expert for Higher Education.

The CV will be evaluated on:

8.1 Education: (up to 17 points)

8.1.1 (up to 15 points, non-cumulative)

- i. Master or PhD degree in one of the following field: education, mining engineering, geology or other relevant field -15 points
- ii. Bachelor degree in one of the following field: education, mining engineering, geology or other relevant field -10 points

8.1.2 Any additional training (workshop, certification) in the last ten (10) years in one of the following areas: - 2 points

- i. Project management
- ii. Results-based management (RBM)
- iii. Mining-related courses

8.2 Experience: (up to 68 points)

- i. Experience in working with universities in developing curriculum for geology and mining engineering programs that are industry driven (up to 34 points)
 - a. Planning and carrying out assessment of mining curriculum of undergraduate programs to address gaps as it relates to human resource requirements of the mining industry (1 point per year of experience for a maximum of 6 points)
 - b. At least two (2) years of experience in developing and implementing course outlines for undergraduate mining engineering or geology programs in collaboration with stakeholders - 6 points
 - c. At least two (2) years of experience maintaining, purchasing, or managing technology and equipment for laboratory facilities located within universities - 6 points
 - d. At least two (2) years of experience in linking industry with universities and facilitating on-the-job trainings - 6 points
 - e. Experience in reviewing, designing or delivering undergraduate mining related programs for universities (1 point per year of experience for a maximum of 5 points)
 - f. Experience in the provision of capacity building services that include providing accompaniment, coaching and training (1 point per year of experience for a maximum of 5 points)
- ii. Experience in international development projects (up to 24 points)
 - a. Experience in provision of capacity building services that includes providing technical assistance through field-level demonstrations and accompaniment - 5 points
 - b. Experience in planning, designing, monitoring or evaluating international development projects - 3 points
 - c. Experience in implementing projects in Ethiopia (1 point per year of experience for a maximum of 5 points)
 - d. Experience integrating Gender Equality into project activities and results - 6 points
 - e. Experience integrating environment into project activities and results - 5 points
- iii. At least one (1) year of experience (full points for 5 years or more) liaising with multiple stakeholders, including government and private sector in coordination with civil society and/or local communities (up to 10 points)

Page limitation for this requirement is four (4) pages.

Requirement 9: Technical Expert for Technical and Vocational Education and Training (up to 85 points)

Using form **TECH-6A “Curriculum Vitae for Proposed Personnel”**, the bidder should provide the CV of the proposed Technical Expert for Technical and Vocational Education and Training.

The CV will be evaluated on:

9.1 Education: (up to 17 points)

9.1.1 (up to 15 points, non-cumulative)

- i. Master or PhD degree in one of the following field: education, mining engineering, geology or other relevant field -15 points
- ii. Bachelor degree in one of the following field: education, mining engineering, geology or other relevant field - 10 points

9.1.2 Any additional training (workshop, certification) in the last ten (10) years in one of the following areas: - 2 points

- i. Project management
- ii. Results-based management (RBM)
- iii. Mining-related courses

9.2 Experience: (up to 68 points)

- i. Experience in supporting vocational technical training institutes in developing demand-driven basic mining related vocational and employment skills training programs (up to 34 points)
 - a. Planning and carrying out assessment of occupational standards of vocational training institutes in key mining related areas to address gaps as it relates to human resource requirements of the mining industry (1 point per year of experience for a maximum of 10 points)
 - b. At least two (2) years of experience in developing and implementing innovative short-term training programs to improve employability of local communities, particularly women in the mining industry - 8 points
 - c. At least two (2) years of experience in developing and implementing awareness raising campaigns aimed at communities near mine sites of job opportunities in mining related fields - 8 points
 - d. At least two (2) years of experience in providing adaptable technologies based on needs assessment for vocational training institute offering mining related skills trainings - 8 points
- ii. Experience working on addressing socio-cultural or Gender Equality issues around mine sites in a developing country, preferably in Africa, full points for Ethiopia (up to 5 points)
- iii. Experience in international development projects (up to 19 points)
 - a. Experience in provision of capacity building services that includes providing technical assistance through field-level demonstrations and accompaniment - 5 points
 - b. Experience in planning, designing, monitoring or evaluating international development projects- 3 points
 - c. Experience integrating Gender Equality into project activities and results - 6 points
 - d. Experience integrating environment into project activities and results - 5 points
- iv. At least one (1) year of experience (full points for 5 years or more) liaising with multiple stakeholders, including government and private sector in coordination with civil society and/or local communities (up to 10 points)

85

Page limitation for this requirement is four (4) pages.

Sub-total / Personnel	290
Total / Technical Component	700
Passing Mark (60%)	420
Financial Component	300
Proposed Cost	
Aboriginal Component	50
Aboriginal Supplier Incentive	
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

Strengthening Education for Mining in Ethiopia

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. <ul style="list-style-type: none"> (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 Employment and Social Development Canada (ESDC) -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 ESDC will constitute the Consultant

	in default as per the terms of the Contract.
1.12 Conflict of Interest	<div><div>1.12.1</div><div>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.</div></div> <div><div>1.12.2</div><div>The Consultant acknowledges that individuals who are subject to the provisions of the <i>Conflict of Interest Act</i>, (S.C. 2006, c. 9, s. 2), the <i>Conflict of Interest Code for Members of the House of Commons</i>, the <i>Values and Ethics Code for the Public Sector</i> or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.</div></div> <div><div>1.12.3</div><div>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.</div></div> <div><div>1.12.4</div><div>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.</div></div> <div><div>1.12.5</div><div>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.</div></div> <div><div>1.12.6</div><div>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.</div></div>
1.13 Translation of Documentation	<div><div>1.13.1</div><div>The Consultant agrees that DFATD may translate 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.</div></div>
1.14 Severability	<div><div>1.14.1</div><div>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.</div></div>

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT		
2.1 Effective date of Contract	<div><div>2.1.1</div><div>The effective date of this Contract is the most recent date upon which the Contract was executed on behalf of DFATD and the Consultant.</div></div>	
2.2 Period of Contract	<div><div>2.2.1</div><div>The period of Contract is established in the SC.</div></div>	
2.3 Amendment and Waiver	<div><div>2.3.1</div><div>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".</div></div>	

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

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

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

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

2.6.3 However, if an Excusable Delay has continued for 3 months, the Contracting Authority may, by giving notice in writing to the Consultant:

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

2.6.4

- a) During the first 3 months following the Excusable Delay event, DFATD will pay incurred unavoidable costs as detailed and approved by the Contracting Authority in the work around plan. These costs may include but are not limited to: Fees 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

2.8.1 Except in situations identified in the GC 2.6.1, if the Consultant is in default of

**Termination
due to default
of Consultant**

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 Certificates

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

or certificates confirming that the insurance is in force.

Litigation 3.3.4 In the event that DFATD is enjoined in any litigation arising from any claims, the Consultant must, within 10 Days of a request from DFATD, provide certified true copies of all applicable insurance policies to the Contracting Authority.

No Waiver 3.3.5 Compliance with the insurance requirements does not relieve the Consultant from or reduce its liability under any other provisions set forth under the Contract.

3.4 Security Requirements 3.4.1 The security requirements associated with this Contract, if any, are specified in Annex C, Security Requirement Checklist (SRCL) and in the SC.

Consultant’s Responsibility to safety and protection of Personnel and Sub-consultants 3.4.2 **Obligations Related to Security**

- (a) The Consultant is responsible to ensure its own security and the security of its Personnel. DFATD assumes no responsibility for 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	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.
<i>New Position, Changes in Position Description or Level of an Existing Position or initial staffing of existing position</i>	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.
<i>Existing Position - Replacement of Personnel</i>	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
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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:</p> <p><i>«Title of the delegated signing authority as per DFATD Delegation Instrument »</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:</p> <p><i>«Title of the Project Manager»</i> Department of Foreign Affairs, Trade and Development 200 Promenade du Portage Gatineau, Québec fK1A 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">Administrative assistant
Definitions (w)	<p>Recipient Country is Ethiopia</p>
1.3.1	<p>The law governing the contract is the law applicable in the province or territory of <i>[insert province or territory]</i></p>
1.6.1	<p>The addresses are:</p> <p>DFATD : 200 Promenade du Portage Gatineau, Québec K1A 0G4</p> <p>Attention : <i>[insert name of the contracting authority]</i> _____ Facsimile : _____</p> <p>Attention : <i>[insert name of the technical authority]</i> _____ Facsimile : _____</p> <p>Consultant (all Members of a consortium should be listed here):</p> <p>Attention : _____ Facsimile : _____</p>
1.8	<p>The Member in Charge is <i>[insert name of member]</i></p>
2.2.1	<p>The period of the Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.</p>
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>

	<div><div><div>(a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;</div><div>(b) Bodily Injury and Property Damage to Third Parties;</div><div>(c) Product Liability and Completed Operations;</div><div>(d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;</div><div>(e) Cross Liability and Separation of Insured;</div><div>(f) Employees and, if applicable, Volunteers as Additional Insured;</div><div>(g) Employer’s Liability;</div><div>(h) Broad Form Property Damage;</div><div>(i) Non-Owned Automobile Liability; and</div><div>(j) 30 Days written notice of policy cancellation.</div></div><div>2. Errors and Omissions Liability Insurance</div><div>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.</div><div>The insurance will include the following:</div><div><div>(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</div><div>(b) 30 Days written notice of cancellation.</div></div><div>3. Health Insurance</div><div>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.</div><div>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.</div><div>The insurance will include the following:</div><div><div>(a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;</div><div>(b) Cross Liability and separation of insured, to the extent permitted by law;</div><div>(c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and</div><div>(d) 30 Days written notice of cancellation.</div></div></div>
3.4.1	Security Requirement: <i>Not applicable</i>
3.6.1	<div>Authorization to continue is applicable to this Contract:</div> <div>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></div> <div>The following plans and reports will be subject to the Authorization to Continue:</div> <div><div>• Project Implementation Plan (PIP)</div></div>

3.12	<p>For Consultants not subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:</p> <p>3.12.1 Announcement</p> <p>The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD’s approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.</p> <p>3.12.2 Material</p> <p>Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share content with DFATD.</p> <p>3.12.3 Acknowledgement of Contribution</p> <p>The Consultant must acknowledge DFATD's contribution in the following manner when the content is related to the Project or the Contract:</p> <ul style="list-style-type: none">(a) by clearly and prominently identifying the contribution to the public, using the wording satisfactory to DFATD, such as “The Government of Canada provides funding for this Project”;(b) by acknowledging the contribution in any public reference to the Project such as but not limited to announcements, interviews, speeches, press releases, publications, signage, websites, advertising and promotional materials and advertising; and(c) by presenting all Government of Canada identifiers in a manner compliant with the Federal Identity Program available at http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/FRA-719161232-RPV on all paper and web based documents. When using the Canada wordmark, the following clarifying statement must be posted beside it: <i>"Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign Affairs, Trade and Development Canada (DFATD)";</i> <i>«Programme/projet/activité réalisé(e) avec l'appui financier du gouvernement du Canada accordé par l'entremise du ministère des Affaires étrangères, du Commerce et du Développement (MAECD)».</i> <p>3.12.4 Posting of Material</p> <p>The Consultant will be required to prominently display, on its website, graphic 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).</p> <p>3.12.5 Official Languages</p> <p>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.</p> <p>OR</p> <p>For Consultants who are subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:</p> <p>3.12.1 Announcement</p> <p>The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD’s approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.</p> <p>3.12.2 Material</p> <p>Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the</p>
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3.14.3	The Consultant must notify the Technical Authority within five (5) 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><tr><th></th><th>Application of the rate</th></tr><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></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">Equipment Purchase Fund limited to \$1,775,000 CAD						

<p>6.5.1 (a) and 6.6.1</p>	<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 <i>Management of Students and Trainees in Canada: Manual for Executing Agencies</i>; and (v) Equipment Purchase 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.
<p>6.5.1 (b)</p>	<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>
<p>6.7.2</p>	<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 currency. (f) If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.

	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.
6.7.3	<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: 2016-D-000284-1-PR1</p> <p>GLAcct/ CC/ Fund: <i>[insert number]</i></p> <p>Vendor: <i>[insert number]</i></p> <p>Project number: D-000284</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	
Position A						
Position B						
Position C						
1.2 Personnel on long-term assignment in the Recipient Country	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Position D						
1.3 Local Professionals	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Position E						
Position F						
1.4 Additional Personnel and Contractors to be determined during Project implementation including the administrative mark-up of XX %						3,500,000
Sub-Total – Personnel FEES, \$						

1.5 Overseas costs for Personnel on long-term assignment in the Recipient Country	MONTHLY RATE					SUB-TOTAL
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Position D						
1.6 Relocation Cost for Personnel on long-term assignment in the Recipient Country	Mobilization			Demobilization		SUB-TOTAL
Position D						
Sub-Total – Overseas costs for Personnel on long-term assignment, \$						

2. Reimbursable Expenses		
a) Travel and living expenses		
	Transportation	\$
	Meals, incidentals and private vehicle	\$
	Visa costs	\$
	Accommodation	\$
	Other*	\$
	Sub-Total - a) \$	
b) Equipment purchase and transportation costs		
	Equipment	\$
	Vehicles	\$
	Supplies	\$
	Sub-Total - b) \$	
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		\$
i) Field office expenses		
	Office	\$
	Vehicles	\$
	Other	\$
	Sub-Total - i) \$	
j) Training expenses		
	Tuition	\$
	Textbooks and Manuals	\$
	Rent of training facilities	\$
	Presentation equipment and supplies	\$
	Sub-Total - j) \$	
k) Equipment Purchase Fund	1,775,000	\$
	Sub-Total – Reimbursable Expenses, \$	
	Contract Amount, Excluding Applicable Taxes \$	

* 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".

ANNEX B – TERMS OF REFERENCE (TOR)
(TBD)

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

NOT APPLICABLE AS A RESULT OF THIS CONTRACT

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]