

INTERNATIONAL REQUEST FOR PROPOSALS

Procurement of Management Services

**RFP Closing Date is
May 15, 2015 at 14:00 hrs, Eastern Daylight Time (EDT)**

**DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND
DEVELOPMENT
(DFATD)**



Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) requires the services of a Consultant to implement the Field Support Services project in Vietnam. In general, the Consultant will be responsible to provide a range of services in support of the implementation of DFATD's development programming in Vietnam, and in support of the Vietnamese and other development stakeholders. These services include, but are not limited to the provision of logistical, procurement, financial, and administrative support for DFATD projects/programs delivery.

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

Services will be for a period of five (5) years from the date of Contract signature.

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 the Contracts.

Section 2: Technical Proposal - Standard Forms

This section 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 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

This section contains the clauses of the resulting Contract.

Section 1. Instructions to Bidders (ITB)

This section provides 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 requirement will be rejected. Only requirements identified in the RFP, Instruction to Bidders (ITB), with the word “must” are considered mandatory procedural requirements. No other procedural requirements can be introduced/ modified/ removed through any other Sections of the RFP.

Definitions

- (a) **“Applicable Canadian Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), the Quebec sales Tax (QST) and any other provincial tax, by law, payable to Canada.
- (b) **“Approved Financial Institution”** means:
 - i. any corporation or institution that is a member of the Canadian Payments Association;
 - ii. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
 - iii. a credit union as defined in paragraph 137(6) b) of the Canadian *Income Tax Act* (R.S.C., 1985, c. 1 (5th Supp.));
 - iv. a Canadian corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - v. the Canada Post Corporation.
- (c) **“Bidder”** means the person or entity (or, in the case of a consortium or joint venture, the persons or entities) submitting a Proposal to perform the resulting Contract for Services. It does not include the parent, subsidiaries or other affiliates of the Bidder.
- (d) **“DFATD”** means the Department of Foreign Affairs, Trade and Development Canada.
- (e) **“Consultant”** means the person or entity or, in the case of a consortium or joint venture, the Members whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
- (f) **“Contract”** means the written agreement between the Parties to the Contract, which includes the Conditions, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (g) **“Day”** means calendar day, unless otherwise specified.
- (h) **“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.

- (i) **“GETS”** means Canada’s Government Electronic Tendering Services <https://buyandsell.gc.ca/>
- (j) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (k) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank or an 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.
- (l) **“Local Taxes”** include but are not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, corporate taxes, duties, fees and levies incurred in the Recipient Country.
- (m) **“Member”** means any of the persons or entities that make up a consortium or joint venture and **“Members”** means all these persons or entities.
- (n) **“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.
- (o) **“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/>.
- (p) **“OECD/DAC”** means the Development Assistance Committee of the Organization for Economic Cooperation and Development.
- (q) **“Parties”** means the Bidder and DFATD.
- (r) **“Personnel”** means an individual(s) assigned by the Consultant to perform services under the Contract. Personnel do not include technical specialists procured under the Contract.
- (s) **“Place of Business”** means the establishment where the Bidder conducts activities on a permanent basis that is clearly identified by name and is accessible during normal working hours.
- (t) **“Point of Contact”** means the DFATD officer responsible for coordinating communication between Bidders and DFATD during the RFP, namely Tatyana Nychyperovych, Contracting Officer,

Contracting Services (SGC), Department of Foreign Affairs, Trade and Development, 125 Sussex Drive, Ottawa, ON, K1A 0G2, Canada Facsimile: 819-953-8606, Email: Tatyana.nychyperovych@international.gc.ca

- (u) **“Proposal”** means the technical and financial proposal submitted by a Bidder.
- (v) **“Project Location”** means the location(s) where Services will be rendered as indicated in Section 4, Terms of Reference.
- (w) **“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.
- (x) **“Recipient Country”** is a project owner/beneficiary for the purpose of this RFP as indicated in Section 4 of the RFP.
- (y) **“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.
- (z) **“RFP Closing Date”** means the date indicated at the beginning of this Section or any extension to this date by which a Bidder’s Proposal must be submitted.
- (aa) **“Services”** means 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.
- (bb) **“Terms of Reference”** means the document included in the RFP as Section 4.
- (cc) **“Travel Status”** means travel approved in writing by DFATD directly related to the Services.

1. Introduction

- 1.1 The purpose of this RFP is to select a Consultant to provide the Services and enter into the resulting Contract.
- 1.2 The Consultant will not be hired under the Contract as an employee, a servant, a partner or an agent of the Government of Canada.
- 1.3 Bidders who submit Proposals agree to be bound by the instructions, clauses and conditions of the RFP and accept the clauses and conditions of the resulting Contract, as is, in their entirety.
- 1.4 Bidders are requested to familiarize themselves with local conditions and consider them in preparing their Proposals. For this purpose, DFATD may organize a Bidders' conference that the Bidders are encouraged to attend at their own cost prior to submitting their Proposals.
 - (a) A Bidders' conference for all interested Bidders will be held on April 23, 2015 at DFATD's offices in Canada located at 200 promenade du Portage, Gatineau beginning at 08:00 (EDT) in conference room 7010 and concurrently at the Embassy of Canada located at 31 Hung Vuong, Hanoi at 19:00 hrs local time (UTC+(07:00)). Teleconference access will be available and videoconference access may also be available. The session will be held to answer questions on the project and/or on the RFP. Bidders who do not attend the conference will not be excluded from submitting a Proposal.
 - (b) In order to facilitate the conference, Bidders are requested to submit their questions, comments and/or a list of issues they wish to table in advance by email, in English and/or French, at the latest by April 15, 2015, at 17:00 hrs (EDT) to the Point of Contact (refer to ITB Definitions (t) Point of Contact), to allow sufficient time for DFATD to make logistical arrangements and prepare answers. Additional questions from the floor are allowed during the conference itself. If they affect the RFP, clarifications or changes resulting from the Bidders' conference will be included as an addendum to the RFP.
 - (c) Bidders are requested to confirm in advance their intention to attend by emailing the Point of Contact, at the latest by April 15, 2015 at 17:00 hrs (EDT). Bidders are requested to indicate their name, postal address, email address, telephone number, fax number as well as the name and the title of the Bidder's representative(s) who will attend, and at which location, in such email to DFATD. Representatives are requested to arrive 20 minutes prior to the conference to provide sufficient time to pass through security screening. DFATD reserves the right to cancel the conference and inform Bidders by means of an addendum to the present RFP, if this happens.

2. Cost of Proposal preparation

- 2.1 DFATD will not reimburse the costs, including travel, incurred by the Bidder in the preparation and evaluation of its proposal and the negotiation of the resulting contract.

3. Governing Law

- 3.1 The RFP and any resulting Contract must be interpreted and governed, and the relations between the Parties determined by the laws in force in the province of Ontario (Canada). The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 3.2 A Bidder may, at its discretion, substitute any 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 paragraphs 3.1 is acceptable to the Bidder.

4. Bidders

- 4.1 Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 4.2 All Members of a consortium or joint venture must sign the resulting Contract and will be jointly and severally liable and responsible for the fulfillment and execution of any and all of the obligations of the resulting Contract.
- 4.3 Bidders must be eligible to participate in this RFP process.
- a) A Bidder is eligible to participate in this RFP process if it, including each member if a proposal is submitted by a consortium or joint venture, has the legal capacity to contract and holds the necessary permits to work in the Project Location in order to provide the Services.
 - b) A Bidder, including each member if a proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise in the Recipient Country.
 - c) Government officials and/ or civil servants of the Recipient Country are not eligible to bid.
- 4.4 If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, must provide, if requested by DFATD, a certified copy and translation of the original documentation, into either English/French- the official languages of Canada, and any other requested supporting documentation, indicating the laws under which it is registered or incorporated together with the registered or corporate name and Place of Business. Any cost related to any such certification or translation is the sole responsibility of the Bidder. DFATD reserves the right to verify the certified copy or translation and to reject the Proposal in the event that the documents are found to be inaccurate or insufficient.

One Bidder, One Proposal

- 4.5 Multiple proposals from the same Bidder are not permitted in response to this RFP. A Bidder must submit only one proposal in response to this RFP. Individual Members of a consortium or joint venture are not permitted to participate in another bid, either by submitting a bid alone or by submitting a bid as a Member of another consortium or joint venture. If the Bidder submits a proposal individually or as a Member of a consortium or joint venture, it must not participate as a sub-consultant in another proposal. A Bidder who submits more than one proposal will cause all the proposals that the Bidder submitted to be rejected. A sub-consultant, however, may participate in more than one proposal, but only in that capacity.

5. Proposal Validity

- 5.1 A Proposal must remain valid and open for acceptance for the period of 180 Days after the RFP Closing Date.

6. Clarifications and Amendment of RFP Documents

- 6.1 Bidders may request a clarification of any of the RFP elements in writing, or by standard electronic means only to the Point of Contact no later than 7 Days before the RFP Closing Date. A request for an extension of the RFP Closing Date will only be considered if it is received no later than 9 Days before the RFP Closing Date. Requests received after that date may not be answered.

6.2 The revised RFP Closing Date, if granted, will be published on GETS.

**7. Submission
and Receipt of
Proposals**

7.1 Proposals must be delivered 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 Bidder is requested to submit:

(a) Technical proposal: The original and 4 hard copies accompanied with an electronic copy in ADOBE format on a portable memory device USB key or Flash Drive.

(b) Financial proposal: The original and 2 hard copies.

Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified by the Bidder.

In the event of a discrepancy between the original and copies, the original will prevail. In the event of a discrepancy between the original hard copy and the electronic copy, the original hard copy will prevail.

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 any means, including by electronic mail or facsimile will not be accepted.

7.5 Bidders are solely responsible for the timely receipt of their Proposal by DFATD. DFATD will not assume any responsibility for Proposals that are addressed to a location other than the one stipulated in the RFP and any such Proposals will not be accepted.

Late Proposals

7.6 A Proposal received by DFATD after the RFP Closing Date will not be considered and may be returned unopened.

7.7 The requirements with respect to the submission of Proposals are as follows:

(a) Technical proposal:

Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date.

(b) Financial proposal:

Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked “FINANCIAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date.

(c) Outer envelope:

Bidders are requested to place the envelopes containing the technical and financial proposals as well as financial statements 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 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.

- 7.8 All Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule of the Government of Canada.

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

- 7.9 Prior to the RFP Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:
- (a) submitted in accordance with paragraph 7.1-7.9 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by DFATD prior to the RFP Closing Date.

8. Language

- 8.1 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 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***

***Certifications
Required with the
Proposal***

- (a) There are one or more fields that are not completed; or
- (b) The content of TECH-1 is amended in any way.

- 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, submission, 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:

- (i) There are one or more fields that are not completed; or
- (ii) 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 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: TECH-4: Bidder's Experience, TECH-5: Methodology; and TECH-6: Personnel.

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

Content presentation

9.7 Bidders must respect the fixed number of person-days and/or number of units set by DFATD. Where the level of effort and/or number of units proposed by the Bidder differ from the fixed by DFATD, the financial evaluation and resulting Contract will be based on DFATD's fixed level of effort and/or number of units.

9.8 Only one curriculum vitae (CV) can be submitted for each position. DFATD will not consider any additional CVs in the Proposal evaluation.

10. Financial Proposals

10.1 All information related to Fees, Administrative Mark-up, and Service Costs and Applicable Canadian Taxes must only appear in the financial proposal. The financial proposal must be prepared using forms FIN-1, FIN-2 and FIN-3. If a Bidder does not submit these forms with its Proposal or does not comply with the provisions of paragraph 10.4, Pricing Basis, the Proposal will be rejected.

10.2 Envelopes for Reimbursable Expenses and Technical Specialists are fixed by DFATD as follows:

- The envelope for Reimbursable Expenses is fixed at 515,000 Canadian dollars.
- The envelope for Technical Specialists is fixed at 1,500,000 Canadian dollars.

Bidders are not required to estimate Reimbursable Expenses that they will incur for the provision of the Services. Reimbursable Expenses will be subject to DFATD approval prior to being incurred. Reimbursement will be at cost.

10.3 The Bidder is not to add positions to FIN-1. 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.

Pricing Basis

10.4 Bidders must submit their financial proposals in accordance with the FIN forms and the following pricing basis:

10.4.1 Fees (form FIN-1):

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, 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, severance and/or end of employment payments, etc.;
- iii) Overhead/indirect costs – means the business operating costs originating from any of the Bidder's offices (non-project specific).
- iv) Profit

10.4.2 Administrative mark-up rate (Form FIN-2)

The administrative mark-up is to apply to the budget set aside for the technical specialists required during Contract execution.

10.4.3 Service Costs (Form FIN-3)

Service Costs include costs related to the following types of service and as specified in the Terms of Reference. The Bidder must indicate a firm all-inclusive monthly unit rate for each of the following services:

(a) Office Space:

Office Space is for the exclusive use of the technical specialists and other parties designated by DFATD. The office space costs are inclusive of, for each type of office space, without being limited to: office rental, repairs and maintenance; heating/cooling costs; access to utility services such as internet, phone/communications systems, electricity; office charges; cleaning; security; purchase and maintenance of equipment; furniture; set-up and rehabilitation costs, technical support during usage, and any other cost to ensure readiness of office space for requested usage. Costs of communications and use of internet will be reimbursed separately (see paragraph 10.5(b)).

(b) Equipment:

Equipment is for the exclusive use of the technical specialists and other parties designated by DFATD. The equipment costs are inclusive, for each type of equipment, without being limited to the purchase, maintenance and replacement of equipment, accessories, technical support during usage, and any other cost to ensure readiness of equipment for requested usage. Costs of communications will be reimbursed separately (see paragraph 10.5(b)).

Reimbursable Expenses

10.5 Reimbursable Expenses should not contain any elements of Fees, Administrative Mark-up, Service Costs, overhead/indirect costs or profit. DFATD recognizes the following categories of Reimbursable Expenses.

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

Reimbursable Expenses.

- (b) Project-related communication costs, including but not limited to long-distance charges, videoconference, internet, fax, newspaper publishing, mailing and courier;
- (c) translation and interpreters costs directly related to the project, project-related supplementary printing and copying costs (e.g. printing extra copies of documents and microcopying);
- (d) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the services but excluding remuneration from DFATD for counterpart personnel of Recipient Country(ies), who have been identified by the Recipient Country(ies) to either receive training and/or work with the Personnel on the project;
- (e) actual and Reasonable Costs of any third parties who may be contracted under the project, including labour and materials;
- (f) actual and Reasonable Costs of training, observation tours, studies, workshops and seminars, including but not limited to textbooks and manuals, and excluding cost of the Personnel related to them, as approved in advance by DFATD (normally as part of a work plan);
- (g) actual and Reasonable Costs of transportation services related to arranging vehicle rental (with English speaking driver; taxi services are not allowed), as required, including, without being limited to the provision of a vehicle, driver, any associated cost with the operation and maintenance such as oil, registration, insurance, repair and maintenance on the vehicle, and any other cost to ensure readiness of vehicle for requested usage;
- (h) actual and Reasonable Costs of equipment rental on request of the DFATD;
- (i) actual and Reasonable Costs of fuel for transportation exclusively for project-related purposes documented in the log book; and
- (j) any other expenses approved in advance by DFATD.

Provision for Multi-year Contract

- 10.6 The Fees and unit rates/costs must be expressed by year (i.e. Year 1, Year 2, Year 3, etc.).
- 10.7 Applicability of Fees and unit rates/costs for Year 1 starts at Contract signature.
- 10.8 Fixed Fees and unit rates/costs applicable for subsequent years (Year 2, Year 3, etc.) become effective on the Contract anniversary date.

Currency

- 10.9 Bidders must provide the price of the Services in Canadian dollars. The resulting Contract will be awarded in Canadian dollars.

Taxes

- 10.10 Bidders are requested to exclude all Applicable Canadian Taxes from the price.
- 10.11 All other taxes, including but not limited to Local Taxes, must be included by the Bidders in the price.

10.12 Cost of the Contract is comprised of the total Fees, cost of Technical Specialists, Administrative Mark-up cost, Service Costs and Reimbursable Expenses and Applicable Canadian Taxes, paid by DFATD for the provision of Services.

11. Proposal Evaluation

11.1 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.

Mandatory Procedural Requirements

11.2 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.

11.3 (reserved).

Evaluation of Technical Proposals

11.4 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.

11.5 Proposals that fail to achieve at least 60% of the technical score under the Personnel category or at least 60% on the overall technical score will be rejected and the financial proposal will remain unopened. Only proposals that achieve both minimum technical scores will be considered technically compliant.

11.6 Only work experience of the Bidder will be assessed. In case of a consortium or joint venture, unless otherwise specified in Section 5, Evaluation Criteria, the experience of any Member could be included in a Proposal as work experience of the Bidder. Nevertheless, when the evaluation requirement is demonstrated through number of years/months of experience, the cumulative experience of the Members cannot be used. For example, if the RFP requires 5 years of experience in education, and both Members independently have 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.

11.7 Where Form TECH-6A 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 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

- 11.8 Financial proposals will only be opened and evaluated if the Bidder obtains at least 60% of the technical score under the Personnel category and at least 60% on the overall technical score.
- 11.9 Fees, Administrative Mark-up cost and Service Costs will be considered in the financial evaluation.
- 11.10 The evaluation of financial proposals will be carried out based on the Best Value Adjusted for Cost methodology. The technical proposal is awarded a maximum of 400 points or 40% of a total possible 1,000 points and the financial proposal is awarded a maximum of 600 points or 60%.
- (a) The total of the financial proposal will be calculated by adding the totals of Fees, Administrative Mark-up cost and Service Costs (FIN-1+FIN-2+FIN-3 = financial proposal).
- (b) The total cost of Fees is the sum of all the sub-totals of each position identified by DFATD calculated by multiplying the fixed number of person-days for each position with the Bidder's average daily rate in accordance with FIN-1.
- (c) The administrative mark-up cost will be calculated by applying the Bidder's mark-up rate, as indicated in FIN-2, to the budget set-aside for the cost of Technical Specialists using the following formula:
- $$\text{Administrative mark-up cost} = \text{budget set-aside} \times \% \text{ of mark-up rate}$$
- (d) The Service Cost is the sum of all the sub-totals of items identified by DFATD calculated by multiplying the fixed number of units for each item with the Bidder's average monthly Service Costs in accordance with FIN-3.
- (e) The financial proposal with the lowest 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 price. For example, the total financial score is 600 points and the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 600 points for its financial proposal. All other technically compliant Bidder's financial score will be calculated as follows: Bidder B's financial score = Bidder A's price/Bidder B's price X 600.

Scoring of financial proposals

- 11.11 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.

Price Justification

- 11.12 Bidders must provide price justifications on, and within the time indicated in DFATD's request. 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 100 person-days billed in 12 consecutive months over the last 2 years;
- (b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/indirect costs, profit and all other cost included in the proposed Fees;

- (c) A price breakdown of the Administrative Mark-up and of the Service Costs; and
- (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.
- 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 the 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; and
- (c) in case of discrepancy between word and figures, the former will prevail.
- 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.
- Rights of DFATD in evaluation**
- 13. Performance Security**
- 13.1 To guarantee the Consultant's performance, the Consultant or any Member will provide the performance security in one of the following two forms at the discretion of the Consultant.
- (a) Within 28 Days of the signature of the Contract, an ISLC in the amount of 5% of the total contract value of the Fees, maximum Administrative mark-up cost and Service Costs issued and/or confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation. An ISLC must be in Canadian dollars. All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant's own expense.

The ISLC remains valid until 6 months after the expiration of the resultant contract;

Or

(b) Holdback on each invoice in the amount of 10% applicable to the invoiced Fees, Administrative mark-up cost and Service Costs for the month up to a maximum of 5% of the total contract value of the Fees, maximum cost of Administrative mark-up and Service Costs. The holdback will be released 6 months after the expiration of the resultant contract.

13.2 The Bidder is requested to indicate the form of performance guarantee in TECH-3. If the Bidder is selected for contract award, the chosen form of performance guarantee will be incorporated into the resulting Contract.

14. Conditions of Contract Award

14.1 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 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 unaudited financial statements for the Bidder's last 3 fiscal years, or for the years that the Bidder has been in business if it is less than 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 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 2 months prior to the date on which DFATD requests this information;
- iii. if the Bidder has not been in business for at least 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 2 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.

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

(b) Procurement Business Number

Bidders must have a Procurement Business Number. Bidders must register for a Procurement Business Number in the Supplier Registration Information service online at the following website: <https://srisupplier.contractsCanada.gc.ca/>. In the case of a consortium or joint venture, the consortium or joint venture as a whole does not require a Procurement Business Number but each Member must have a Procurement Business Number.

(c) Proof of Insurance

Upon request by the Point of Contact, the Bidder must provide a letter from an insurance broker or an insurance company rated as A++ to B+ by A.M. Best stating that the Bidder, if awarded a Contract as a result of the RFP, can be insured in accordance with the following insurance requirements. In the case of a consortium or joint venture, at least one Member must meet the insurance requirements.

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.

The insurance will include the following:

- i. Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;
- ii. Bodily Injury and Property Damage to Third Parties;
- iii. Product Liability and Completed Operations;
- iv. Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;
- v. Cross Liability and Separation of Insured;
- vi. Employees and, if applicable, Volunteers as Additional Insured;
- vii. Employer's Liability;
- viii. Broad Form Property Damage;
- ix. Non-Owned Automobile Liability;
- x. 30 Days written notice of policy cancellation; and
- xi. All Risks Tenants Legal Liability - to protect the Consultant for liabilities arising out of its occupancy of leased premises.

2. Errors and Omissions Liability Insurance

If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.

The insurance will include the following:

- i. 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
- ii. 30 Days written notice of cancellation.

3. Health Insurance

The Consultant will ensure that its Personnel are provided with full information on health maintenance in the Recipient Country and that they are physically capable of performing the assigned duties in that

country. The Consultant will ensure that members of its Personnel are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel for medical reasons.

4. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.

The insurance will include the following:

- i. Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;
- ii. Cross Liability and separation of insured, to the extent permitted by law;
- iii. Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and
- iv. 30 Days written notice of cancellation.

(d) Capacity to Operate in the Recipient Country and in the Project Location

The Bidder must have the capacity to operate in the Recipient Country and in the Project Location for the purpose of providing the Services, including all permits, license, regulatory approvals and certificates required to sign contracts/leases and perform the Services.

- | | | |
|---|------|--|
| 15. Negotiations | 15.1 | 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. |
| 16. Notification/ Debriefing of unsuccessful Bidders | 16.1 | 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. |
| 17. Commencement of Services | 17.1 | 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. |
| 18. Confidentiality | 18.1 | 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> . |

**19. Rights of
DFATD**

- 19.1 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.

Section 2. Technical Proposal - Standard Forms

LIST OF FORMS

TECH-1 - ACCEPTANCE OF TERMS AND CONDITIONS

TECH-2 - CERTIFICATIONS

TECH-3 - BIDDER'S ORGANIZATION

TECH-4 - BIDDER'S EXPERIENCE

TECH-5 - METHODOLOGY

TECH-6 - PERSONNEL

TECH-6A - CURRICULUM VITAE FOR PROPOSED PERSONNEL

TECH-6B - COMMITMENT TO PARTICIPATE IN THE PROJECT

FORM TECH-1
ACCEPTANCE OF TERMS AND CONDITIONS

Guidance to Bidders:

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

The Proposal to the Department of Foreign Affairs, Trade and Development is for the provision of the Services in relation to: *Field Support Services project in Vietnam.*

From (please print): Bidder's Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

Title (Please Print)

Eligibility Certification:

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

- (a) it is a legal entity;
- (b) it is not a government entity or government-owned enterprise in the Recipient Country; and
- (c) is not a government official and/ or civil servant of the Recipient Country.

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

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

Signature _____ Date _____

Member in charge

FORM TECH-2 CERTIFICATIONS

Guidance to Bidders:

The Bidder is requested to complete the following certifications by filling in the appropriate spaces below. In case of a consortium or joint venture, each Member must comply with the above requirement.

1. CODE OF CONDUCT FOR PROCUREMENT

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

The Bidder certifies that 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. 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 Code for the Public Sector.

2. ANTI-TERRORISM REQUIREMENT

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

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

3. INTERNATIONAL SANCTIONS

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

4. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

- 4.1 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 Personnel 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 Personnel 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; or
 - c. if the Bidder, any of its proposed Personnel 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.
- 4.2 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.
- 4.3 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.
- 4.4 The Bidder also understands that providing FSS services may result in having access to privileged programming information that may be perceived as an unfair advantage and may place it in a situation of conflict of interest. The Bidder understands and agrees that if DFATD determines that a conflict of interest may exist, DFATD reserves the right to exclude the winning Bidder from future DFATD development opportunities.

5. ANTI-CORRUPTION AND FRAUD

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

- (iii) "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;
- (iv) "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;
- (v) "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
- (vi) "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 certifies that it and its Personnel:

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

6. DEBARMENT

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

7. LOBBYIST

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

8. LANGUAGE CAPABILITY

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

9. EDUCATION AND EXPERIENCE

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

10. AVAILABILITY OF RESOURCES

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

11. CERTIFICATIONS APPLICABLE TO CANADIAN BIDDERS ONLY

11.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

By submitting a Proposal, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a consortium or joint venture, is not named on the Federal

Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://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.

11.2 FORMER CANADIAN PUBLIC SERVANT CERTIFICATION

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In

order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below and certify that it is accurate and complete.

Definitions

For the purposes of this certification,

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

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

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

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It

does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police*

Superannuation Act, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;

- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Applicable Canadian 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. 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 Section 1 paragraph 3.2 of the RFP:

5. If available at the time of bid submission, 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. The Quebec Sales Taxes (QST) number of the Bidder, where applicable.

7. The form of performance guarantee as per ITB 13: ISLC or Holdback.

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 services similar to those requested under this RFP. Refer to Section 1 (Information to Bidders), paragraph 11.6.

Project name: Approximate project value: Average annual budget: Project value incurred to date:	Recipient Country: Project location within country:
Name of Bidder who performed services:	
Name of client/ funding agency: Name of contact person: Telephone number:	
Start date (month/ year):	Completion date (month/ year):
Name of associated firm(s), if any:	
Detailed narrative description of project	
Detailed description of services provided / activities performed that are relevant to the type of services and similar to the FSSP:	

FORM TECH-5 METHODOLOGY

Guidance to Bidders:

Using the format below, the Bidder should describe its proposed methodology for managing the FSS Project.

Maximum 8 pages.

5.1 Procurement and contract administration procedures

5.2 Financial Management

5.3 Logistical Services

5.4 Management approach

FORM TECH-6 PERSONNEL
FORM TECH-6A
CURRICULUM VITAE FOR PROPOSED PERSONNEL

Position:**Name:****Education:**

Degrees received, name of the university/school, and pertinent dates (month/year)

Professional development:

Professional certification or accreditation or designation

Present employer and position:

Length of service with current employer (Start date: month/ year) and status (permanent, temporary, contract employee, associate, etc.)

Experience:

An history of employment and assignments in reverse chronological order with a narrative description of each employment/assignment in accordance with the rated criteria detailed under the Proposed Personnel, in section 5, including but not limited to :

Employment/Assignment: position, roles and responsibilities, value, Start date: (month/ year) and Completion date: month/ year, location, etc.

Project/Work unit: title, brief description, sector, total value, average annual budget, duration (Start date: month/ year) and Completion date: month/ year), sectors of expertise, location, Recipient Country, client/funding agency, stakeholders, etc.

Pertinent experience: services provided by the proposed individual, contribution to the achievement of project results, skills, experience, activities, etc.

Reference(s): name, title, phone and email.

FORM TECH- 6B
COMMITMENT TO PARTICIPATE IN THE PROJECT

Guidance to Bidders:

A copy of this Form is requested to be completed and signed by each proposed candidate. 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
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2 GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL

Family name	Given name
Address	
Proposed for the position of:	
Specify the activities 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 requested by DFATD to provide the Services under the Contract awarded as a result of this RFP.	
Name	
Signature	Date

Section 3.

Financial Proposal - Standard Forms

Guidance to Bidders:

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

LIST OF FORMS

FORM FIN-1 - FEES

FORM FIN-2 - ADMINISTRATIVE MARK-UP COST FOR TECHNICAL SPECIALISTS

FORM FIN-3 - SERVICE COSTS

FORM FIN-1**FEES*****Guidance to Bidders:***

Bidder must provide a firm all-inclusive daily Fee based on 7.5 hour working day for each year for all positions below. The Bidder must also identify the resource by name, unless otherwise indicated. The Bidder must not add any other positions.

Personnel Position	Resource Name	Firm all-inclusive Daily Rate (CAD)					LOE fixed by DFAT D (person-days)	Sub-Total Estimated Cost= Average of (y1, y2, y3, y4 & y5) x LOE
		Y1	Y2	Y3	Y4	Y5		
Project Manager							1100	
Project Coordinator							1100	
Finance Officer							1100	
Administrative Assistant	Not required to be named						1100	
Total Fees (exclusive of Applicable Canadian Taxes)								

**FORM FIN-2
ADMINISTRATIVE MARK-UP COST FOR TECHNICAL SPECIALISTS**

Budget set-aside for Technical Specialists	1,500,000 CAD
Administrative mark-up, in %	_____ %
Evaluated administrative mark-up cost: <i>Budget set aside for Technical Specialists</i> × % of mark – up —	_____ CAD

**FORM FIN-3
SERVICE COSTS**

Guidance to Bidders:

Bidder must provide a firm all-inclusive monthly rate for each year for the SERVICE COST categories.

Service Category	Firm all-inclusive Monthly Service Cost (CAD)					Units	Sub-Total Estimated Cost= Average of (Y1, Y2, Y3, Y4 & Y5) x Units
	Y1	Y2	Y3	Y4	Y5	months	
Office space						60	
Equipment						60	
Total Service Costs (exclusive of Applicable Canadian Taxes)							

TOTAL OF THE FINANCIAL PROPOSAL = FIN-1 + FIN-2+FIN-3	_____ CAD
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Section 4. Terms of Reference

SECTION 4A – PROJECT DESCRIPTION

List of Acronyms

APEC	Asia-Pacific Economic Cooperation
ASEAN	Association of Southeast Asian Nations
AWP	Annual Workplan
CSO	Civil Society Organization
DEV	Development Section
DFATD	Department of Foreign Affairs, Trade and Development
DFATD/DEV	Development Programming of DFATD
FSSP	Field Support Services Project
F&P	Financial and Procurement
GoC	Government of Canada
GoV	Government of Vietnam
IWP	Initial Workplan
NGO	Non-governmental Organization
PSU	Program Support Unit
SOE	State-owned Enterprise
WUSC	World University Services Canada

1.0 BACKGROUND

To ensure the effectiveness, efficiency, quality and relevance of Canada's support in responding to Vietnam's development challenges, the Vietnam Program requires access to local technical expertise, sector studies and strategies, sector and initiative-level preparation and monitoring along with supplementary administrative and logistical support. To meet these needs, DFATD has designed the Field Support Services Project (FSSP) to provide the required services. The FSSP will be managed by the Consultant. The Consultant will report to the Technical Authority, the DFATD Representative at the Embassy in Hanoi.

1.1 Development Context

Vietnam has a population of about 90 million, where women account for 50.5% of the total population (and 48.5% of the labour force). In 2012, the country attained a per capita income of US\$1,755 and is now a lower middle-income country. While headway is being made by Vietnam in addressing major socio-economic needs, it still struggles with areas of persistent poverty and increasing inequality. In particular, ethnic minority populations account for almost half of the chronic poor and their access to services including health, education, and water and sanitation continues to lag. Although poverty has been significantly reduced, the remaining poor are harder to reach. The economic growth rate has slowed to its lowest level in 20 years, which has also increased the risk of falling back into poverty for marginal populations.

In Vietnam, the poor are characterized by low education and limited job skills, heavy dependence on subsistence agriculture, physical and social isolation, specific disadvantages linked to ethnic identity, and exposure to natural disasters and risks, such as typhoons and flooding. Furthermore, the competitiveness of the Vietnamese economy has been based on cheap labour and exploitation of natural resources. Vietnam's economy will also require a healthy environment and biodiversity, which have deteriorated in the last 20 years due to forest loss, intensive agriculture, industrial pollution, and population growth. The country is also vulnerable to climate change, particularly low-lying areas where economic activity and people are concentrated.

The challenge is to move toward a sustainable and inclusive economic growth model based on increased competitiveness through improved productivity, production innovation and technology transfer. Policy reforms are needed to address structural vulnerabilities and maintain macroeconomic stability and growth. Economic development will depend on how effectively the government can tackle its restructuring agenda and risks related to public investment and the financial sector, with priority focus on banking-sector and long-overdue State Owned Enterprise (SOE) reforms. These reforms will be challenging given entrenched interests and difficulties associated with valuation.

Vietnam has made progress towards achieving gender equality on many levels. Equal rights for women and men including the right to work, to equal wages, property rights, inheritance and the right to choose a marriage partner or divorce are guaranteed under various laws. However, discriminatory provisions do exist in some laws, and enforcement of gender aspects of laws remains limited. Women entrepreneurs are still restricted by formal and informal institutions, markets, land-use rights (limiting their access to credit) and household dynamics. Women tend to be concentrated in the informal sector to a greater extent than men, are more likely to be in vulnerable forms of work, to earn less and to be less well-protected by labour regulation and social security provisions.

Vietnam's large internal market has made it an attractive target for investment and one of the largest regional recipients of foreign direct investment this decade (though now outpaced by several neighbours). However, business people (both Canadian and Vietnamese) cite the country's weak enabling environment for business and sustainable economic growth as the key source of the challenges they face. Chief complaints include systemic corruption; a complex, conflicting and burdensome legal and regulatory environment; a chronic shortage of skilled human resources; and an immature financial sector that cannot meet private capital requirements for growth and development. For these reasons, despite World Trade Organization accession in 2007, the business and investment climate in Vietnam remains uneven and unpredictable.

While Vietnam has made progress in economic reform and poverty reduction, it is still a one-party state with a poor overall human rights record despite improvements in certain areas, such as some aspects of minority rights, including lesbian, gay, bisexual and transgender rights. The state of civil and political rights, freedom of expression, freedom of peaceful assembly and of association, and religious freedom are still of concern to Canada. The growing civil society organization (CSO) sector is currently at a crossroads, at a time when securing adequate funding is challenging in a context of declining development assistance. While the Government encourages CSOs to work in service delivery, CSOs are highly controlled and monitored and their advocacy activities are severely restricted.

1.2 DFATD Development Programming Context

1.2.1 Programming Area

DFATD/DEV projects operate across Vietnam.

1.2.2 Introduction

Canada has had diplomatic bilateral relations with the Government of Vietnam (GoV) since 1973, and has provided bilateral development assistance for over 20 years. Canada's current development priorities are shaped by Canada's overall foreign policy interests in Vietnam along with the GoV's development priorities.

Canada's foreign policy interest is influenced by growing trade and investment flows, a relatively large ethnic Vietnamese community in Canada (220,000), ongoing challenges in dealing with entrenched poverty and the country's regional significance. In the Canadian Global Markets Action Plan, Vietnam is identified as an emerging market with broad Canadian interests. It is also a focus country for Canada's International Education Strategy. As a member of Association of Southeast Asian Nations (ASEAN), the East Asia Summit, the Trans-Pacific Partnership negotiations, Asia-Pacific Economic Cooperation (APEC) and La Francophonie, Vietnam is important for Canada in the region as well as a market of significant potential. Helping to address challenges such as improving transparency, effectiveness of public institutions, and competitiveness will support Vietnam's continued growth and poverty reduction as well as improve opportunities for mutual prosperity through trade and investment.

Vietnam was renewed as a Country of Focus for Canada's international development assistance in 2014. In 2012-13, the Government of Canada provided over \$90 million in official development assistance to Vietnam, including \$22.37 million in bilateral aid.

Through the past four decades, Canada has established trusted partnerships with key Ministries and Government agencies; long-term relationships with selected provinces; and a track record of valued expertise and experience in agriculture, economic reforms and accountable public institutions. Canada is thus well positioned to offer lessons and models meeting Vietnam's objective of a modern industrialized country by 2020.

Vietnam's development priorities, as expressed by its Socio-Economic Development Strategy, intersect with Canada's foreign policy interests in the areas of sustainable economic growth and democratic governance. Canada continues to support economic development, building on past programming to respond to strategic and national level capacity needs, and concentrating on areas of renowned Canadian expertise such as financial and banking reform and skills for employment. The DFATD's Vietnam Development Program is also supporting civil society and public engagement development. Programming in these areas will be supported by integrating Canada's three cross-cutting themes of Gender Equality, Environment and Governance.

1.2.3 Sustainable Economic Growth: Building Economic Foundations

The DFATD/DEV Program's objective in this area is to increase effectiveness and transparency of public institutions at national and sub-national levels in targeted sectors in line with international standards.

Vietnam's investment climate is hindered by an opaque environment that favours SOEs, protectionism and systemic corruption, and highlights the government's limited capacity to encourage economic growth through strategic investment decisions. Canada's development programming supports Vietnam's efforts to:

- Develop effective public institutions supporting economic growth that are transparent and managed in an accountable and equitable manner to benefit all citizens, particularly women and ethnic minority groups;
- Improve capacity of governments to strengthen and implement legal and regulatory frameworks as well as the core government systems that are key to stable national and local economies and that meet the different needs of women and men business owners and managers.

1.2.4 Sustainable Economic Growth: Growing Businesses and Investing in People

The DFATD/DEV Program's objective in this area is to increase equitable and sustainable economic opportunities and competitiveness of the agricultural sector for targeted groups, particularly women, with a focus at the sub-national level.

Growing Businesses: Poverty in Vietnam today is primarily rural and linked to income from low-value agriculture. Diversifying rural incomes, especially for women, is central for Vietnam to continue poverty reduction. This underscores the need to improve competitiveness, including higher value-added productivity and private-sector development, particularly of small/ and medium-sized enterprises in the agricultural sector. Canada will support Vietnam's efforts to:

- Improve the competitiveness, productivity and value added of the agricultural and rural sector;
- Provide economic opportunities for the poor and ethnic minorities, especially women; and
- Develop small and medium enterprises, especially those led by women and ethnic minorities.

Investing in People: A skilled workforce is essential to future competitiveness and growth. The existing technical and vocational training system faces many challenges including weak linkages to employers and the labour market demand; weak or outdated gender-stereotyped curricula; low access to qualified teachers; and lack of inclusiveness for ethnic minorities. Canada's development program will therefore support Vietnam's efforts to:

- Increase access by targeted groups (especially women) to essential, demand-driven skills training and knowledge needed for formal labour market participation, including employment in small and medium enterprises;
- Increase the availability of appropriate, meaningful, gender-responsive and structured workplace learning opportunities, including in the agricultural sector.

1.2.5 Programming Issues

Canada works with trusted Canadian and international partners to deliver its development program. The Government of Canada (GoC) also works with the GoV and local stakeholders to deliver programming as well as develop local capacities. These partners include, among others, World Bank, International Finance Corporation, the provincial governments in Soc Trang, Tra Vinh and Ha Tinh; Cowater; the Canadian Bar Association; Agriteam and SOCODEVI.

Canada is assessing potential programming in the area of democratic governance, such as in strengthening civil society and citizen participation, particularly by women, in the development of social and economic policies, strengthening the capacity of the public sector manage accountably and transparently by including citizen and civil society participation; and assisting civil society development through increased citizen participation (particularly by women) in governance processes at national and sub-national levels. The lack of historical programming in this area and trusted local partnerships, would present challenges should the GoC seek to develop new projects.

Canada's commitment to strengthening aid effectiveness, achieving development results and demonstrating effective stewardship of public funds requires appropriate due diligence both prior to entering into agreements to transfer funds and throughout the life of DFATD-funded initiatives. Initiatives are assessed to determine the eligibility of specific organizations to receive funding or to determine the acceptability of use of public financial management, procurement and management and reporting systems. The due diligence process is used to ensure that transfer payment programs are managed with integrity, transparency and accountability in a manner that is sensitive to risks; are citizen- and recipient-focused; and are designed and delivered to address Canadian government priorities in achieving results.

1.3 Links to DFATD's Policy and Programming Framework

The FSSP is aligned with DFATD's policy on aid effectiveness. Aid effectiveness is about delivering aid in a way that maximizes its impact on development. DFATD's aid funding promotes aid effectiveness, with a focus on accountability, value for money and real results.

The FSSP will support key elements of DFATD's commitment to aid effectiveness, in particular effectiveness, efficiency, alignment, risk management and performance.

Effectiveness: DFATD's supports Vietnam's development through a number of channels, and the programming environment is complex. Issues specific to the socio-political and economic context, including those related to working with a socialist government, inform decision-making. Access to technical services is therefore essential to effective programming to ensure that results are being addressed sustainably.

Efficiency: Access to timely and reliable support for up-to-date information on current events and context are vital to the efficient delivery of programming.

Alignment: By providing a platform for technical services, the FSSP enables the implementation of Canadian policies related to the promotion of gender equality, environmental sustainability, and aid effectiveness.

The FSSP is also aligned with DFATD's Bilateral Development Country Strategy for Vietnam. The Strategy has contributed to the enhanced achievement of development results at all levels, including the ultimate outcome, which is reduced poverty among Vietnamese women and men, particularly in rural areas.

1.4 Historical background of PSU Operations

Since 1995, the Vietnam Program has relied on a Program Support Unit (PSU) that is currently operated by World University Services of Canada (WUSC). The Vietnam PSU provides resources for programming and project support, including logistical, financial and management services. The approximate average spending by the PSU over the past five years is \$500,000 annually.

Below are the details of the current PSU:

- Number of contracted technical specialists: 4. Specialists' areas of expertise:
 - Civil society (full-time);
 - Gender equality (part-time as needed);
 - Environment (part-time as needed); and
 - Economics (part-time as needed).
- PSU staff: 5.5 as follows:
 - PSU Director (full-time);

- Operations Manager (full-time);
 - Finance Controller (full-time);
 - Administrative Officer (full-time);
 - Driver (full-time);
 - Caretaker (part-time).
- Office space: The current PSU's office is 75 m². The space includes a kitchen, a single closed office, 7 open office spaces (desks with computers) and a toilet. The office next door is the WUSC Vietnam office. The PSU and the WUSC office share the kitchen in the PSU space and the boardroom (approximately 18 m²) in the WUSC space.
 - Vehicle: 1, leased.
 - Equipment: 8 computers; 9 monitors; 2 laptops; 8 Office Pro 2010 software; 2 printers; 1 fax machine; 1 scanner; 1 uninterruptible power supply; 3 mobile phones; 1 digital camera; 1 document shredder; 1 server; 1 wire bending machine; 1 liquid crystal display projector; 1 photocopier; 1 safe; 1 refrigerator; 1 microwave; 1 vacuum; 1 kitchen table with 6 chairs; 1 water dispenser.

2.0 PROJECT DESCRIPTION

2.1 General Project Description

The Vietnam FSSP will provide a range of services in support of the implementation of DFATD's programming in Vietnam.

The FSSP will be instrumental in enabling DFATD to deliver on commitments and results in Vietnam through an office that will be based in Hanoi. It will provide access to specific local knowledge and expertise that broadens DFATD's understanding of local development issues and informs the design of sound development strategies. Technical specialists engaged under FSSP will deliver a range of services including technical analysis and advice in line with DFATD's priority themes, sectors and initiatives, including cross-cutting issues; monitoring of DFATD's investments, including results reporting, capturing lessons learned and risk assessment; and support for emerging priorities. In addition, FSSP will provide administrative and logistical services in support of program delivery and oversight.

The FSSP is expected to be flexible to adapt to different DFATD program funding situations for the DFATD Vietnam Program and evolving local context.

2.2 Project Location

The FSSP is based in Hanoi, Vietnam. The Technical Authority is located in the Embassy of Canada in Hanoi. Project activities will be implemented throughout the Programming Area ie. throughout Vietnam (see paragraph 1.2.1).

3.0 PROJECT GOVERNANCE

Project governance refers to the overall project governance structure and management framework, including roles and responsibilities of key project stakeholders.

3.1 DFATD

DFATD will exercise overall responsibility for setting the general direction of the project, including issuing requests for procurement of technical specialist, reviewing and accepting deliverables of the technical specialists, setting priorities and clarifying needs for logistics and administrative services within the scope of responsibility of the Consultant.

3.2 The Consultant

The Consultant will:

- a. Implement the project towards the achievement of DFATD program and project results in consultation with DFATD, and in accordance with the Specific Mandate of the Consultant;
- b. Develop all project documents such as the Annual Work Plans (AWP), Operating Procedures Manual and progress and financial reports;
- c. Perform the services in accordance with the approved AWP;
- d. Collaborate with DFATD and DFATD partners in assessing needs and setting priorities;
- e. Identify, contract and manage appropriate and relevant resources, including technical specialists;
- f. Undertake appropriate measures to ensure cost effectiveness and proper resource utilization.

4.0 FSSP CONSTRAINTS

As with all DFATD and other donor projects, there are constraints that may affect project implementation. The Vietnam FSSP will be implemented in a one-party state with precise and complicated regulations governing/restricting foreign operations in Vietnam.

The FSSP must be implemented in conformity with the GoC and DFATD policies, regulations, and guidelines. This includes the anti-terrorism funding provisions of Canada's Anti-terrorism Act, adopted in 2001. (Please refer to item 6 below for appropriate Website links.)

5.0 RISKS

In Canadian development programming, risk is defined as the effect of uncertainty on results. DFATD places an emphasis on the importance of accurately defining the various types of risks that a project could face and the development of impact and risk response strategies.

Key risks include, but are not limited to the following:

- There is a risk that DFATD programming priorities and orientations will change during the life of the FSSP.
- There is a risk that project effectiveness may be compromised by an inability to attract and retain competent technical specialists, given the competitive environment and limited available resources.
- There is a risk that the political environment adds a complexity to operations that if not well managed will undermine service delivery.

The development and the periodic update of a contingency plan is an important element of the project's risk management strategy. In addition, proactive and systematic risk planning should be integrated into all project activities.

6.0 LINKS TO RELEVANT DFATD AND GOVERNMENT OF CANADA DOCUMENTS

6.1 DFATD

DFATD's Website is found at: <http://international.gc.ca/international/index.aspx?lang=eng>.

There is a wealth of information in this Website about DFATD policies, priorities, guidelines, cross-cutting themes, and the like.

Some key subject matters are:

- a. DFATD's Policy Suite that contains Policies, Strategies and Frameworks: <http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/JUD-826145832-Q9M?OpenDocument>
- b. The starting point for information on DFATD's program in Vietnam, including the Country Strategy: <http://www.international.gc.ca/development-developpement/countries-pays/vietnam.aspx?lang=eng>

DFATD Results-based Management approach and guidelines: <http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/rbm-gar.aspx?lang=eng>
- c. "Working with DFATD" at: <http://www.international.gc.ca/development-developpement/funding-financement/fun-fin.aspx?lang=eng#a1>
- d. DFATD Project Browser <http://www.international.gc.ca/development-developpement/aidtransparency-transparenceaide/browser-banque.aspx?lang=eng>
- e. DFATD's *Policy on Gender Equality* <http://www.international.gc.ca/development-developpement/priorities-priorites/ge-es/policy-politique.aspx?lang=eng>
- f. DFATD's *Framework for Assessing Gender Equality Results* <http://www.international.gc.ca/development-developpement/priorities-priorites/ge-es/framework-cadre.aspx?lang=eng>
- g. DFATD's Policy for Environment Sustainability http://www.international.gc.ca/development-developpement/priorities-priorites/enviro/policy_es-politique_edd.aspx?lang=eng
- h. Canada's Global Markets Action Plan <http://international.gc.ca/global-markets-marches-mondiaux/index.aspx?lang=eng>
- i. Canada's International Education Strategy <http://international.gc.ca/global-markets-marches-mondiaux/education/index.aspx?lang=eng>

6.2 Government of Canada:

- a. Canada's Anti-Terrorism Act <http://laws-lois.justice.gc.ca/eng/acts/A-11.7/>
- b. Treasury Board Contracting Policy: <http://publiservice.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>
- c. Treasury Board Policy on Transfer Payments: <http://publiservice.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13525§ion=text>

SECTION 4B – SPECIFIC MANDATE OF THE CONSULTANT

1. GENERAL SCOPE OF WORK

The Consultant will be responsible for the implementation of all aspects of the FSSP. The Consultant must render administrative, financial, procurement, logistical services as well as provide support to DFATD-funded initiatives on as required basis. To implement and manage the FSSP, the Consultant must:

- i) acquire and maintain a sound and practical knowledge of the various relevant policies, regulations, guidelines and procedures governing the GoC and DFATD's development programming (see item 6.0 above, *Links to Relevant DFATD Documents*, in the Project Description).
- ii) comply with and respect locally applicable laws, regulations and practices, including those for local human resources management and local contracting (for goods and services). The Consultant must also be aware of current and planned local laws and regulations that might affect the FSSP and the Consultant's ability to function in the Project Location.

2. SCOPE OF SERVICES

2.1 Description of the Services

To help improve the efficiency of program and project work by stakeholders and the impact of Canada's development program, the Consultant must render administrative, financial, logistical services, to undertake procurement of goods, services and technical specialists as well as to support DFATD-funded initiatives. The Consultant will be the overall manager, administrator and coordinator, bringing together the various resources required to execute the Project. The Consultant is responsible for carrying out activities required for the financial and operational administration of the Project.

Services to be rendered by the FSS Consultant will include, but are not limited to:

2.1.1 Administrative services:

- a. secretarial and administrative support services, including but not limited to document production and binding;
- b. development and maintenance of appropriate databases (such as Canadian and local NGOs and other key contacts in Project Location);
- c. set up and maintain an electronic and a physical filing system for all FSSP correspondence and documents based on project, sector, thematic, and administrative/management contractual requirements;
- d. assistance and technical support in the preparation and delivery of multimedia presentations;
- e. advice to visiting missions and stakeholders on the structure and functions of local ministries, and culturally appropriate modes of engagement;
- f. interpretation and translation services; and
- g. other administrative services as required.

2.1.2 Financial services (in accordance with the generally accepted financial practices):

- a. payments to technical specialists and suppliers of goods and services procured under the project;
- b. ongoing monitoring and advice on local economic indicators such as inflation and exchange rates to support DFATD programming;
- c. financial advice related to Vietnam laws and regulations, banking institutions, the reasonableness of estimated expenses for products or services in Vietnam, working in Vietnam, etc., to support compliance with DFATD financial policies and regulations;
- d. accounting and financial reconciliation services;
- e. review of DFATD/DEV projects' financial reports (where the executing agency is Vietnamese) and
- f. other financial services, as required.

2.1.3 Procurement services:

- a. development and management of databases or lists of suppliers (firms and individuals) and technical specialists in the various local and regional themes and sectors required in the Programming Area;
- b. market research on availability of local goods and services (including a list of qualified technical specialists and contractors) and market rates and costs;
- c. assistance to identification of requirements, including development of Terms of Reference and budget;
- d. evaluation and selection of suppliers;
- e. issuance and administration of contracts, including issuance of contract amendments and contract termination;
- f. administrative oversight of the technical specialists, including but not limited to:
 - o day-to-day time management;
 - o ensuring adherence to the schedule of deliverables;
 - o ensuring client's satisfaction.

The Consultant must procure goods and services, including sourcing of qualified technical specialists through fair and transparent selection processes in accordance with the approved Procurement Plan and Procurement procedures and policies, which are submitted as part of the Initial Workplan (IWP), AWP and the FSSP Operating Procedures Manual. DFATD will review and approve these procedures prior to the Consultant undertaking procurement activity. If additional procurement is requested, it will be done through individual work assignment requests submitted by the Technical Authority.

2.1.4 Logistical services:

- a. Booking accommodation, making in-country and international travel arrangements, and arranging/confirming appointments;
- b. arranging vehicle rental (with English speaking driver; taxi services are not allowed), as required;
- c. booking meeting rooms with interpretation, video and teleconferencing services for meetings;
- d. event planning and management;

- e. advice on obtaining permanent accommodation, utilities, security, permits and other official documents, including but not limited to identification of suitable accommodation for both residential and office space; drafting and negotiation of suitable lease agreements, taking into consideration local norms and practices, as well as the city and location of the properties concerned; obtaining new telephone connections and/or shifting of telephones;
- f. assistance with obtaining various government permits and documentation, including but not limited to obtaining multiple entry visas; police registration; travel/exit permits; duty-free procurement, duty-free clearance of goods, registration of vehicles; permission to sell vehicles, cancellation of special CD series number plates; Vietnam driving licences, export permits, obtaining excise duty refunds for gasoline, etc., as required; and
- g. other logistical services as required.

2.1.5 Support to DFATD-funded initiatives:

- a. management of DFATD/DEV scholarship candidate selection process (including but not limited to receipt of scholarship applications, copying and application packages for review, contacting candidates and setting up interviews, and overseeing tests by applicants);
- b. developing tools (e.g. brochures, outreach documents, due diligence checklists) and coordinating publications related to the initiatives, including specific notices for calls for proposals;
- c. coordinating calls for proposals, including receipt of proponent proposals;
- d. conducting preliminary screening of proponent proposals in accordance with formal selection criteria; making recommendations to, and providing Secretariat support for, the Project Review Committee or equivalent;
- e. supporting or conducting due diligence of short-listed proponents, e.g. administrative and programmatic aspects, and documenting approvals processes and funding decisions;
- f. preparing contribution agreements or other financial instruments, based on established templates;
- g. monitoring initiatives implementation, including conducting site visits, reviewing reports and making recommendations regarding payments to recipients;
- h. ongoing liaison with DFATD officers, maintaining proper project files, and preparing collated periodic and annual reports on the initiatives;
- i. coordinating audits of the initiatives.

2.1.6 Project Management:

a. Financial management

The Consultant is responsible to ensure adequate financial management of the FSS project, including but not limited to:

- maintaining proper project financial records;
- establishing accounting and billing systems that will allow the Consultant to track and report on services rendered on individual development projects and costs incurred;

- establishing management information systems to generate the necessary financial data required for priority setting, resource allocation, monitoring and controlling using accounting systems software.

b. Quality assurance

The Consultant is responsible for systematic monitoring and assessment of the various services rendered under the FSSP and must ensure that services are performed in accordance with the standards of quality acceptable to DFATD and meeting the requirements of the Contract.

c. Travel and meetings

The Consultant is required to work throughout the Programming Area defined in the Project Description. The Consultant may also be asked, from time to time, to travel to DFATD's headquarters located in the Ottawa-Gatineau region of Canada. The Project Manager, the Project Coordinator and the technical specialists are expected to meet DFATD representatives, GoV representatives and other stakeholders, in Hanoi and other regions in the Programming Area, as required. Meetings and visits outside of Hanoi could take place periodically.

d. IWP and Operating Procedures Manual

The Consultant must produce an IWP and an Operating Procedures Manual that includes the content described under item 8.1.

e. Annual work planning

The preparation and updating of Annual Work Plans (AWP) is critical to the cost-effective provision of field support services. To meet the AWP requirement, the Consultant must assess the anticipated needs with DFATD and selected government ministries annually in order to identify expected service requirements during the subsequent fiscal year (April 1 to March 31). Upon DFATD's approval of the AWP, the Consultant must manage the FSSP in keeping with the AWP and must report to DFATD based on the AWP. It is recognized that changes to the AWP may be required during the year. Such changes must be submitted to the Technical Authority for approval. See item 8.1 below for the required contents of the AWP and other reports.

f. Project website

The Consultant is required to set up and maintain a project website to disseminate analysis procured through the FSS, upon request.

g. Work assignments

The Consultant must deliver services on an as-and-when-required basis. Specific work assignments will be initiated by DFATD through a written request for services to the FSSP Project Manager originating from the DFATD Technical Authority.

h. Reporting and Invoicing for Services Rendered

The Consultant must track and record all services rendered: to whom the services were rendered, when, by whom, on which activity and development project, and any other additional relevant information requested by the Technical Authority. The Consultant must obtain the signature or an email from individuals to acknowledge they have received the services.

3. SERVICE REQUIREMENTS

The Consultant must provide the following services at the levels specified:

3.1 Office, Reception and Common Space

Providing office space for use by the technical specialists and other parties designated by DFATD that meets the following minimum requirements:

- A. Location: in a secured building and environment, located within walking distance (2 km) of the Embassy of Canada located at 31 Hung Vuong, Hanoi and includes a parking space for two cars and four motorcycles; proximal to offices of FSS Personnel (Project Manager, Project Coordinator, Financial Officer and Administrative Assistant). (Should the Embassy relocate during the duration of the Project, the Consultant may be expected to move the location of the office space);
- B. Essentials: office space must be well maintained, cleaned on a daily basis, include a heating/cooling system, electricity, clean bottled drinking water and glasses, clean restrooms on the same floor that include: toilet with seat, toilet paper, wash hand basin, soap and paper towels.
- C. Accessibility: office space must be accessible and operational Monday through Friday between 7:00AM and 6:00PM. When required, on exceptional basis, the office building must be accessible 24 hours and Saturdays and Sundays.
- D. Meeting Room
 - i) Number: one (1) meeting room;
 - ii) Dimensions: minimum of 35 square metres (e.g. 7 metres x 5 metres)
 - iii) Capacity: comfortably seat up to 20 people;
 - iv) Access to high speed internet, encrypted WIFI access
 - v) Furniture (new):
 - a) 24 conference chairs with armrests, a minimum width of 457mm (18 inches), a minimum back support of 406mm (16 inches), the seat and inside back of the chair are fully upholstered or constructed of Pellicle® or equivalent material; the armrests and outside back of the chair are fully upholstered or constructed of ABS molded plastic or of Pellicle® or like material, or equivalent;
 - b) 2 board tables, each at least 90 cm and 180 cm long, with a non-reflective, hard writing surface with a high-pressure glass, laminate or hardwood veneer finish, or equivalent. Draped or skirted banquet tables are not acceptable;
 - c) other accessories: 2 flip charts, 1 white board of minimum dimensions of 2.44m (8') x 1.22m (4') and office supplies.
- E. Workstations
 - i) Number: four (4) workstations to accommodate a minimum of 4 people;
 - ii) Dimensions: minimally one (1) workstation must be a closed office measuring a minimum of 14 square metres and three (3) workstations must be open cubicles measuring a minimum of 7 square metres;

- iii) Capacity: four (4) workstations must comfortably seat two (2) individuals;
- iv) Furniture (new): four (4) office chairs (same dimensions as specified in meeting rooms section VI furniture); one (1) desktop dimensions of 1.7m x .09m; and one round meeting table 1.1 m diameter in the (1) closed office and six (6) chairs and three (3) desktops of same dimensions each of the open cubicles;
- v) Network infrastructure: adequate server to support the office activities, server rack, air conditioning in the server room, UPS electricity stabilizer, router, switches, wi-fi, file backup's system, and all other equipment needed.

F. Reception and Common Space

- i) Dimensions: reception space to be at least 7 square metres, and common space sufficient to house the equipment listed in 3.2 vi below;
- ii) Furniture in reception area: a minimum of three (3) office chairs (same dimensions as specified for the meeting rooms above).
- iii) Reception area will be unstaffed; equipped with a bell (or similar notification system) enabling visitors to signal to the Personnel of their arrival.

3.2 Equipment

Providing equipment for use by the technical specialists and other parties, which must meet the following minimum requirements:

- i. Two (2) new laptops with compatible software: Microsoft Office Suite and ADOBE Acrobat Reader
 - a) docking station;
 - b) 21-inch monitor;
 - c) access to high speed internet;
 - d) connected to the office network infrastructure, encrypted WIFI.
- ii. New Mobile phone
 - a) Number: three (3).
- iii. 1 new liquid crystal display projector.
- iv. Equipment for the meeting room: must be equipped with new high performance communications equipment, including:
 - a) high quality telephone conferencing equipment (equivalent to Polycom HD Voice technology quality), including two microphones and two speakers;
 - b) a screen and connection for a projector to display documents from a computer hooked-up by the user.
- v. Equipment (new) in each of the four (4) offices must be:
 - a) a computer desktop with compatible software: Microsoft Office Suite and ADOBE Acrobat Reader, Processor with a minimum of 8 GB RAM, Hard drive with a minimum of 500 GB, 3 USB ports, webcam, US/Canada keyboard , up-to-date anti-virus;
 - b) One docking station;
 - c) 21-inch monitor;
 - d) access to high speed internet and telephone;
 - e) connected to the office network infrastructure, encrypted WIFI.

- vi. Equipment (new) in the common space:
- a) 1 fridge
 - b) 1 microwave
 - c) 1 water cooler
 - d) 1 photocopier
 - e) 1 fax machine with integrated printer and scanner functions
 - f) 1 document shredder
 - g) 1 document binding machine

Detailed instructions for operating each piece of equipment must be provided in English and Vietnamese.

4. CONSULTANT PERSONNEL IMPLEMENTING THE FSS PROJECT

4.1 Introduction

The Consultant must provide Personnel for the following positions.

4.2 Project Manager

Based full-time at the Project Location, the FSS Project Manager provides senior-level managerial services and advice on project matters.

He/she is responsible for the overall management of the FSSP including:

- Ensuring overall quality and management of all services offered by the FSSP;
- Leading the development of all key FSSP documents, including Procurement Plan and Operating Procedures Manual;
- Reviewing and approving FSSP budgets and financial reports;
- Supervising procurement, logistics, and financial management services provided under the project;
- Coordinating support to DFATD-funded initiatives as required;
- Managing and supervising FSSP Personnel;
- Supervising the management and quality of the reporting and invoicing for services rendered;
- Regularly liaising with the Development Section at the Embassy of Canada in Hanoi, DFATD HQ, the Recipient Country's Government Authorities or representatives, and other relevant project stakeholders;
- Developing and maintaining networks of key stakeholders (government, civil society, other donors, private sector)
- Overseeing procurement services, including but not limited to procurement of technical specialists through local and international competitive processes; and
- Ensuring the effective management and internal monitoring of project progress and results, including dealing with project issues and problems as they arise.

4.3 Project Coordinator

Based full-time at the Project Location and under the general supervision of the FSSP Project Manager, the Project Coordinator is responsible for delivery of logistics, administrative and procurement services provided by FSS Consultant as well as for provision of support to DFATD-funded initiatives (when applicable). The duties and responsibilities of the Project Coordinator include:

- Providing administrative services, including but not limited to document production and binding, translation and interpretation services;
- Providing logistical services such as arranging vehicle rental, travel arrangements, event and mission planning and management, etc., as required
- Providing procurement services, including but not limited to procurement of technical specialists through local and international competitive processes;
- Supervising relevant Personnel, as required;
- Supporting DFATD-funded initiatives as required;
- Managing scholarship candidate selection processes (including but not limited to receipt of scholarship applications, copying and application packages for review, contacting candidates and setting up interviews, and overseeing tests by applicants);
- Ensuring proper maintenance of the record keeping and filing system of the project;
- Coordinating project activities with other stakeholders;
- Providing advice on obtaining permanent accommodation, utilities, security, permits and other official documents;
- If required, facilitating or advising on local government documentation requirements, visa and work permit processes and other related services such as arranging for security, utilities, clearance of shipments, vehicle registration and accommodation;
- Developing Procurement Plan and Operating Procedures Manual; and
- Providing other related services as required.

4.4 Financial Officer

Based full-time at the Project Location and under the general supervision of the FSSP Project Manager, the Financial Officer is responsible for delivery of financial management services provided by FSSP. The duties and responsibilities of the Financial Officer include:

- Administering and monitoring the financial system in order to ensure that the project finances are maintained in an accurate and timely manner;
- Maintaining the accounts payable and accounts receivable systems in order to ensure complete and accurate records of project funds;
- Administering timely payments to suppliers, contractors and technical specialists;
- Tracking and monitoring project expenses;
- Preparing financial reports;
- Preparing budgets and reviewing financial reports;
- Developing and managing the reporting and invoicing for Services rendered;
- Developing and maintaining knowledge of DFATD financial policies and regulations;
- Providing financial advice related to Vietnam laws and regulations, banking institutions, the reasonableness of estimated expenses for products or services in

Vietnam, working in Vietnam; etc., to support compliance with DFATD financial policies and regulations;

- Accounting and financial reconciliation services;
- Reviewing DFATD/DEV projects' financial reports (where the executing agency is Vietnamese) and
- Providing other related services as required.

4.5 Support Staff

The Consultant must provide the following support staff under the Contract:

- Administrative Assistant

4.6 Technical Specialists

The envelope is reserved for areas of expertise where technical specialists may be required to meet responsive project and program needs that may evolve over the life of the Project. This includes but is not limited to: fund coordination, civil society, private sector development, result-based management, skills-based approaches or skills certification, statistics/informatics/databases, health, education, gender equality, environment, human rights, institutional support/development, training, participatory approaches, monitoring and evaluation, communications, partnership promotion, finance, etc.

4.7 Language Requirements

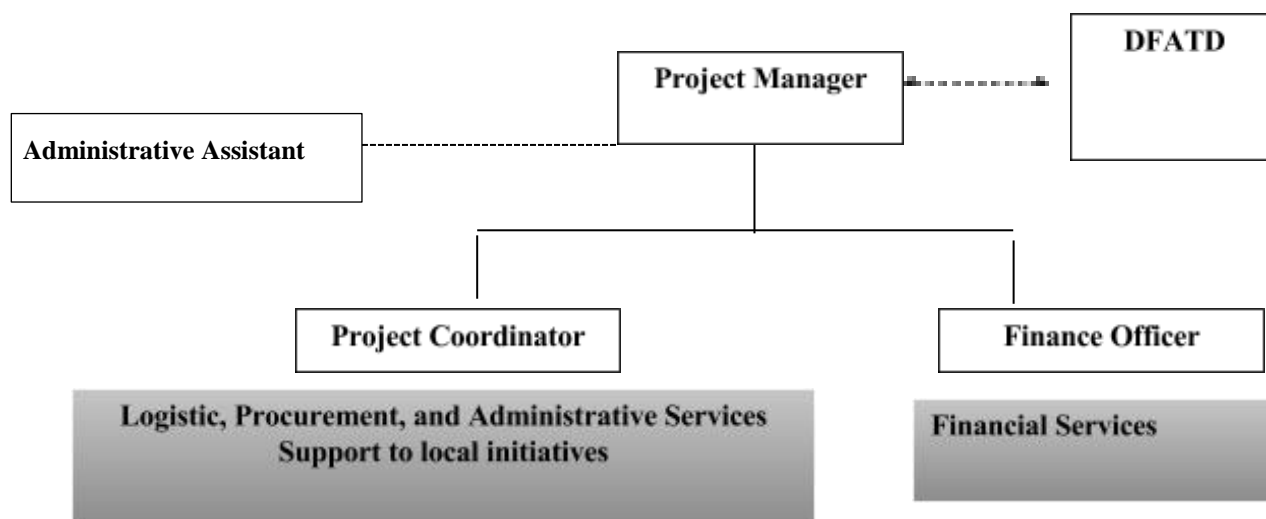
The operating language of the FSSP is English. All briefings and reports described under item 8 that the Consultant must provide to DFATD and other partners must be in English.

Based on the language profile definitions found in the DFATD Website (http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng), the language proficiencies requirements are as follows:

Positions	Language Requirement:	
	English:	Vietnamese:
Project Manager	Oral = Level 4 – Advanced Professional Proficiency Reading = Level 4 – Advanced Professional Proficiency Writing = Level 4 – Advanced Professional Proficiency	Oral = Level 2 – General Professional Proficiency Reading = Level 2 – General Professional Proficiency Writing = Level 2 – General Professional Proficiency
Project Coordinator	Oral = Level 4 – Advanced Professional Proficiency Reading = Level 4 – Advanced Professional Proficiency Writing = Level 4 – Advanced Professional Proficiency	Oral = Level 4 – Advanced Professional Proficiency Reading = Level 4 – Advanced Professional Proficiency Writing = Level 4 – Advanced Professional Proficiency
Financial Officer	Oral = Level 3 – General Professional Proficiency Reading = Level 3 – General Professional Proficiency Writing = Level 3 – General Professional Proficiency	Oral = Level 4 – Advanced Professional Proficiency Reading = Level 4 – Advanced Professional Proficiency Writing = Level 4 – Advanced Professional Proficiency
Support Staff	Oral = Level 3 – General Professional Proficiency	Oral = Level 4 – Advanced Professional Proficiency

	Reading = Level 3 – General Professional Proficiency Writing = Level 3 – General Professional Proficiency	Reading = Level 4 – Advanced Professional Proficiency Writing = Level 4 – Advanced Professional Proficiency
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5 FSSP ORGANIZATIONAL CHART



6 SUPPORT TO BE PROVIDED BY DFATD

DFATD will make available all necessary data, documentation and information to the Consultant.

7 DFATD MONITORING, MID-TERM REVIEWS AND EVALUATIONS

DFATD projects are subject to monitoring, mid-term reviews and evaluations at DFATD's discretion. In such cases, the Consultant must cooperate to such mid-term reviews and evaluations.

For the FSSP, a mid-term review may be carried out at the end of the second year or early part of the third year of operations to assess the performance of the Consultant.

At DFATD's discretion, a management review of the Project could be conducted at any time that DFATD believes that there are concerns or issues on the Project that need to be assessed and/or resolved.

8 PROJECT DOCUMENTATION AND REPORTING

The Consultant must prepare the following documents and reports and submit them to DFATD for its review and approval in accordance with the timelines set out hereafter.

8.1 Key Project Documents and Narrative Reports

All Draft reports are to be submitted in one (1) electronic copy in Microsoft Word (version 97-2003 or newer) in English, unless otherwise specified by DFATD. All Final reports are to be submitted in three (3) hard copies and in one (1) electronic copy in Microsoft Word

(version 97-2003 or newer) in English, unless otherwise specified by DFATD. The fiscal year refers to DFATD's fiscal year from April 1 to March 31. The Consultant must be able to provide any worksheet, calculation sheet in Microsoft Excel format (version 97-2003 or newer) and any report in ADOBE (*.pdf) as requested.

Name of Report	Submission Requirements	Content Requirements
Initial Workplan (IWP)	Within forty-five (45) calendar days from the date of the Contract signature	<p>The IWP must present a plan with the timelines and deliverables focusing on key project start-up activities such as:</p> <ol style="list-style-type: none"> i) project and administrative management ii) procurement plan iii) set-up of an office as required iv) draft workplan for 12 months v) draft budget vi) risk management strategy
Operating Procedures Manual	Within 60 calendar days of Contract signature.	<p>The Consultant must prepare an Operating Procedures Manual that describes the policies and operating procedures of the FSSP and serves as guidance for FSSP Personnel. The manual must clearly define the service cycle of the FSSP (requisition, authorization, execution, invoicing as appropriate and reporting).</p> <p>The manual must include (but not be limited to) the following:</p> <ol style="list-style-type: none"> i) roles and responsibilities within the FSSP ii) Personnel management procedures iii) safety and security protocols iv) financial management procedures v) procurement policies and procedures including: <ul style="list-style-type: none"> ● description of competitive process to procure technical specialists ● decision making matrix ● standard contract template vi) information technology and information management systems vii) quality assurance system viii) project reporting ix) protocol to mitigate risk of conflict of interest: <ul style="list-style-type: none"> ● safeguard of information produced by the technical specialists
Annual Workplan (AWP)	Within 120 calendar days of contract signature Subsequent AWP's are submitted as drafts by February 28 th each year leading to final approval by the Technical	<p>The AWP defines the results to be achieved or worked on during the year and serves as a basis to assess project performance against plans and to assess the variance analysis contained in progress reports. It should not be more than 30 pages (excluding annexes), and must include (but not be limited to) the following:</p> <ol style="list-style-type: none"> i) Executive summary ii) Project Context (which may change from year to year); iii) Risk management strategy; iv) Results to be achieved during the year; v) Procurement Plan, including list of technical specialists to be procured for the year; vi) Detailed/updated budget per eligible cost categories including financial projections with summary information for prior and

Name of Report	Submission Requirements	Content Requirements
	<p>Authority by the end of March each year.</p> <p>As most FSSP services are demand-driven, the Level of Effort Annex will be updated (if necessary) on a quarterly or semi-annual basis.</p>	<p>future years;</p> <p>vii) Project Management issues and matters including significant events or changes that are planned during the year; and</p> <p>viii) Annexes</p>
Semi-Annual Progress Reports	<p>Submitted to DFATD within 45 calendar days from September 30th each year.</p>	<p>The Semi-Annual Progress Report (maximum of 10 pages) provides progress on activities for the previous 6-month period. The semi-annual progress report must include (but not be limited to):</p> <ul style="list-style-type: none"> i) Executive summary ii) Reporting on key project activities; iii) Problems and difficulties encountered, if any, and remedial action taken or to be taken; iv) Analysis of changes to any important aspect of the project which have been or should be made, for consultation with DFATD; v) Planned activities for the next period or required updates to the AWP; vi) Management issues; vii) Comments on Risks encountered or new Risks identified; viii) Summary analysis of support provided by technical specialists procured by the FSS ix) Other important issues affecting project implementation.
Annual Progress Report	<p>Submitted to DFATD within 45 calendar days from March 31st each year.</p>	<p>The Annual Progress Report (maximum of 20 pages) summarizes project activities and progress towards expected results:</p> <ul style="list-style-type: none"> i) Executive summary ii) Coordination and networking activities & results iii) Program planning and project monitoring & results iv) Administrative, procurement services and logistical support & results v) Problems and difficulties encountered and remedial actions taken & results vi) Management issues & results vii) Results Delivered, including list of all procured technical specialists and a summary of their support provided; list of events organized, etc. viii) Comments on risk assessment and updated risk management strategy, if appropriate ix) Summary analysis of support provided by technical specialists procured by the FSS

Name of Report	Submission Requirements	Content Requirements
		x) Other important issues affecting project implementation xi) Lessons learned and recommendations xii) Annexes
Final Narrative Report	Draft within 60 days from the end of the activities of the project.	<p>The Final Narrative Report not only includes an aggregation of previous reports as well as the Final Financial Report but goes beyond to provide information on design, methodology, program delivery, success factors, lessons learned, etc. The report should be a stand-alone document that can be used as core source of information, a corporate memory and to help triangulate evaluations. In order to be concise, it is suggested that the report be approximately 50 pages and not exceed 75 (excluding annexes).</p> <p>The Final Narrative Report comprises 12 sections (including annexes):</p> <ol style="list-style-type: none"> 1. Executive Summary (not more than 5 pages); 2. Introduction - how the document is structured and designed (1 page); 3. Project Summary (1-3 pages) <ul style="list-style-type: none"> <input type="checkbox"/> Project rationale and justification: Identification of direct and indirect beneficiaries and clients <input type="checkbox"/> Total amount of DFATD and other investments broken down by source <input type="checkbox"/> Governance structure <input type="checkbox"/> Brief Project structure 4. Project context - analysis of the Project context (external, internal, political considerations) and the positive or negative impact on Project implementation. 5. Project Management - assessment of Project management approaches (governance, work planning, scheduling, procurement, logistics, finance, reporting). (3-6 pages) 6. Results Delivered - list of all procured technical specialists and a summary of their support provided; list of events organized, etc.. 7. Risk Management - appraisal of the validity of the original risk assessment, changes in risk and risk response strategies during the life of Project (including whether any risk events occurred and what strategies were used to address them) and the positive or negative impact on Project implementation. (1-3 pages) 8. Budget management - brief analysis of initial budget forecasts as set out in the Contract, compared to actual disbursements, for the Project as a whole as well as for each of the main set of activities. (1-3 pages) 9. Success Factors - assessment of the success factors a) relevance, b) appropriateness of design, c) innovation, d) appropriateness of resource utilization and e) informed and timely action. (5-10 pages) 10. Lessons learned and recommendations - from the Project that will be useful for DFATD to consider in planning other projects of this nature in the future. (3-5 pages)

8.2 Financial and Procurement (F&P) Reports

The financial and procurement reports are to be submitted in three (3) hard copies and one (1) electronic copy in Microsoft Excel format (version 97-2003 or newer) and in ADOBE (*.pdf), in English, unless otherwise specified by DFATD.

Name of Report	Submission Requirements	Content Requirements
Quarterly F&P Reports	Within 30 calendar days from the end of every quarter according to DFATD's fiscal year	The Quarterly F&P Reports will include the following: <ol style="list-style-type: none"> a) costs incurred throughout the period covered by the report; b) procurement transactions undertaken; c) year-to-date costs as of the date of the report (amount and percentage); d) analytical comments on significant variances (+/- 10%) 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; e) estimate of the costs required to complete the activities vs the contractual amounts; and f) cost estimate for the period to be covered in the next report.
Annual F&P Report	Within 45 calendar days from March 31 st each year together with the Annual Progress Report.	The Annual F&P Report must take a full-year perspective on the project and must be tied closely to the appropriate AWP and the costs of the activities. It must detail the following: <ol style="list-style-type: none"> a) a comparison between the forecasted expenditures/ procurement transactions and the actual expenditures/ procurement transactions for the year just completed. b) costs incurred throughout the period covered by the report, broken down by source; c) interest earned on advances, if applicable; d) estimate of the costs required to complete the activities and achieve the planned results under the Contract; and e) a forecast for the upcoming fiscal year, i.e. the forecast of the cost of the activities identified in the AWP; and f) analysis of significant variances +/- 10% during the year.
Final F&P Report	Within 60 calendar days from the end of the activities of the project.	In addition to the elements in the final Annual F&P Report, the project Final F&P Report must present an account of actual disbursements throughout the life of the project on the basis of a line item breakdown, in comparison to the basis of payment of the Contract. The Final F&P Report must also include: <ol style="list-style-type: none"> a) An explanation of variances; b) Key financial issues arising during the life of the project; and c) Pertinent Lessons Learned relating to financial and procurement management. d)

Section 5 – Evaluation Criteria

RATED EVALUATION CRITERIA	SCORE
<p>If more projects/assignments are included in the Proposal than the number stipulated in a requirement, DFATD will only consider the specified number in order of presentation.</p> <p>The terms <i>at least</i> or <i>minimum</i> represent the minimal expectations of a requirement. No points will be given if the minimal expectation is not demonstrated.</p> <p>Monetary values are expressed in Canadian Dollars (\$CAD).</p> <p>Minimum font size for all evaluation criteria: 12 pt Times New Roman.</p> <p>Definitions – For the purpose of this RFP, the following definitions apply to the requirements:</p> <p>Developing Country(ies): includes any country(ies) listed in the OECD DAC list of ODA Recipients. It is available on the following webpage: http://www.oecd.org/dac/stats/documentupload/DAC%20List%20of%20ODA%20Recipients%202014%20final.pdf</p> <p>Failed and Fragile State: means a state with weak capacity to carry out basic governance functions, and lacking the ability to develop mutually constructive and reinforcing relations with society and tend to be more vulnerable to internal or external shocks such as economic crises or natural disasters. In extreme cases governments may have lost control over parts of their territory or public administration.</p> <p>International development assistance stakeholder(s): includes but not limited to: international, national and local, non-governmental, private and not-for-profit organizations, the Recipient Country Government, multilateral institutions and donor countries.</p> <p>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.</p> <p>Support to donor-funded initiatives: This support denotes activities listed in article 2.1.5 of the Specific Mandate of the Consultant.</p> <p>Project Country: Vietnam</p> <p>Project Region: includes the following countries : Members of ASEAN, China, Nepal and Bangladesh</p>	
TECHNICAL COMPONENT	400
<p>A) PERSONNEL</p> <p>For the purpose of the requirements under A) Personnel, the term ‘assignment’ is defined as a mandate with specific duties, deliverables and specific period. An Assignment can be part of a full-time job.</p>	/160
<p><u>Requirement 1 FSSP Project Manager</u></p> <p>Using Form Tech-6A, the Bidder should describe the education and overall experience of the proposed individual for the position of FSSP Project Manager.</p> <p>Maximum 5 pages.</p>	/65
<u>1.1 Academic qualifications</u>	/10

RATED EVALUATION CRITERIA	SCORE
<p>1.1.1 Education</p> <p>1.1.1.1 Highest level of education achieved in a relevant discipline (Up to 7 points)</p> <ul style="list-style-type: none"> • Post-graduate degree (i.e. higher than bachelor) - 5 points Or • Undergraduate degree (i.e. bachelor or equivalent) - 3 points <p>And</p> <p>1.1.1.2 Any other degree in a relevant discipline - 2 points</p> <p>For the purpose of this criterion, ‘relevant discipline’ is defined as a discipline related to political sciences, law, international development, economics, finance, business administration, project management, social sciences.</p>	7
<p>1.1.2 Professional certification, accreditation or designation obtained in a relevant discipline such as business administration, project management, engineering, law, accounting. (3 points for one relevant certification, accreditation or designation)</p>	3
<p><u>1.2 Experience.</u> Assignments demonstrating at least 60 months of experience in managing projects, organizations or work units similar to FSSP.</p> <p>For the purpose of this criterion, ‘similar’ means the project, organization or work unit includes the provision of project administrative services, for a multi-year period with an average annual budget of at least \$400,000. If an assignment is deemed not similar, no points will be awarded for it under this criterion.</p>	/55
<p>1.2.1 Duration of cumulative experience managing projects, organizations or work units similar to FSSP.</p> <ul style="list-style-type: none"> • Less than 60 months = 0 points; • 60 to less than 74 months = 9 points; • 74 to less than 120 months = 12 points; • 120 months or more = 15 points. 	15
<p>1.2.2 Maximum average annual project budget managed by the individual on an assignment.</p> <ul style="list-style-type: none"> • \$400,000 to less than \$1,000,000 = 3 points; • \$1,000,000 or more = 5 points. 	5
<p>1.2.3 Demonstrated experience working with different types of organizations: multilateral institutions, non-governmental organizations, private sector firms and donor organizations, and developing country governments. (up to 5 points)</p> <ul style="list-style-type: none"> • 3 types of organizations = 5 points • 2 types of organizations = 3 points • 1 type of organizations = 1 point 	5

RATED EVALUATION CRITERIA	SCORE
<p>1.2.4 Demonstrated relevant experience managing the following services (up to a maximum of four (4) points per service for a total of twenty (20) points).</p> <ul style="list-style-type: none"> i) Administrative services; ii) Procurement services; iii) Financial services; iv) Logistical services; v) Support to donor-funded initiatives. 	20
<p>1.2.5 Demonstrated cumulative experience working in-country in developing country(ies) (up to a maximum of ten (10) points). In-country assignments shorter than one year will not be considered for the cumulative experience.</p> <ul style="list-style-type: none"> • Less than 12 months = 0 points; • 12 to less than 60 months = 5 points; • 60 months or more = 7 points. • Additional 1 point for at least 12 months of experience in the Project Region, excluding the Project Country, or in a Failed and Fragile State. • Additional 2 points for at least 12 months of experience in the Project Country. 	/10
Total Requirement #1	/65
<p><u>Requirement #2: FSSP Project Coordinator</u></p> <p>Using Form Tech-6A, the Bidder should describe the education and overall experience of the proposed individual for the position of FSSP Project Coordinator. Maximum 5 pages.</p>	/45
<p>2.1 <u>Academic qualifications</u></p>	/5
<p>2.1.1 The highest level of Education achieved:</p> <ul style="list-style-type: none"> • Undergraduate degree (i.e. bachelor or equivalent) = 3 points; or • Post-graduate degree (i.e. higher than a bachelor) = 5 points. <p>For the purpose of this criterion, ‘relevant discipline’ is defined as a discipline related to business, finance, accounting, logistics, economics, international development, procurement, project management, business administration.</p>	5
<p>2.2 <u>Experience</u>: Demonstrated cumulative in-country project coordination experience working in a Developing Country for an international development assistance stakeholder(s) or on international development projects. In-country assignments shorter than one month will not be considered for the cumulative experience.</p>	/40

RATED EVALUATION CRITERIA	SCORE
<p>2.2.1 Duration of cumulative in-country project coordination experience (up to a maximum of 10 points).</p> <ul style="list-style-type: none"> • Less than 12 months = 0 points; • 12 to less than 24 months = 3 points; • 24 to less than 48 months = 5 points; • 48 months or more = 7 points. • Additional 1 point for at least 12 months of experience in Project Region, excluding Project Country, or in a Failed and Fragile State. • Additional 2 points for at least 12 months of experience in Project Country. 	10
<p>2.2.2 Demonstrated relevant experience providing the following project coordination-related services (describe 2 assignments per service).</p> <ol style="list-style-type: none"> i) Undertaking procurement for goods or services (up to 5 points per assignment, up to a maximum of 10 points); ii) Providing logistics services (up to 5 points per assignment, up to a maximum of 10 points); iii) Providing administrative services (up to 5 points per assignment, up to a maximum of 10 points). 	30
Total Requirement # 2	/45
<p><u>Requirement # 3: FSSP Financial Officer</u> Using Form Tech-6A, the Bidder should describe the education and overall experience of the proposed individual for the position of FSSP Financial Officer. Maximum 5 pages.</p>	/50
<u>3.1 Academic qualifications</u>	/10
<p>3.1.1 The highest level of Education achieved:</p> <ul style="list-style-type: none"> • Undergraduate degree (i.e. bachelor or equivalent) in a relevant discipline = 3 points; or • Post-graduate degree (i.e. higher than bachelor) in a relevant discipline = 5 points. <p>For the purpose of this criterion, ‘relevant discipline’ is defined as a discipline related to business, finance, accounting or management.</p>	5
<p>3.1.2 Professional certification, accreditation or designation obtained in a relevant discipline such as business, finance, accounting or management (5 points)</p>	5
<p><u>3.2 Experience:</u> Demonstrated cumulative in-country experience working as a financial officer in a developing country(ies) for an international development assistance stakeholder(s) or on international development projects. In-country assignments shorter than one month will not be considered for the cumulative experience.</p>	/40

RATED EVALUATION CRITERIA	SCORE
<p>3.2.1 Duration of cumulative in-country experience (up to 10 points).</p> <ul style="list-style-type: none"> • Less than 12 months = 0 points; • 12 to less than 24 months = 2 points; • 24 to less than 48 months = 4 points; • 48 months or more = 6 points. • Additional 1 point for each additional 12 months of cumulative in-country experience in Project Country (up to 4 points). 	10
<p>3.2.2 Demonstrated relevant experience completing the following activities (describe 2 assignments per service):</p> <ol style="list-style-type: none"> i. Managing financial data and records in (e.g. budget allocations, monitoring and controlling using accounting systems software) (up to 5 points per assignment, up to a maximum of 10 points); ii. Managing or operating accounting and billing systems, including tracking and reporting on projects costs (up to 5 points per assignment, up to a maximum of 10 points). iii. Reviewing financial reports and providing financial advice, such as suppliers, market rates, financial regulations, banking institutions (up to 5 points per assignment, up to a maximum of 10 points). 	30
Total Requirement # 3	/50
TOTAL FOR A) PERSONNEL	/160
PASSING MARK	96
B) EXPERIENCE OF THE BIDDER	140
<p><u>Requirement 4: Experience providing services similar to the FSS</u></p> <p>Using one Form Tech-4 per project, the Bidder should provide two (2) different projects demonstrating its experience providing services similar to the FSS.</p> <p>For the purpose of this requirement, the term ‘project’ is defined a contract, agreement or arrangement signed by the Bidder individually or in a consortium to provide the services. To be considered eligible, any project presented for the experience of the Bidder should:</p> <ul style="list-style-type: none"> • be completed at RFP closing date, or in case of a current ongoing project, it should be at least 70% complete in terms of total value, AND • be undertaken within the last fifteen (15) years, AND • include the provision of at least three (3) types of the following services: (1) administrative; (2) procurement; (3) financial; (4) logistical; and, (5) support to donor-funded initiatives; AND • have an average budget of at least \$400,000 per year; AND • be carried-out in a Developing Country. 	/140

RATED EVALUATION CRITERIA	SCORE
<p>Projects meeting all the elements above will be evaluated as follows:</p> <ul style="list-style-type: none"> a) Average annual budget of the project: at least \$400,000 per year on average, ideally \$1,000,000 per year on average (up to 20 points). b) Location of the project: in a Developing Country, preferably in the Project Region and ideally in Project Country (up to 20 points). c) Types of services provided in the project: the Bidder should demonstrate it has performed activities that are relevant to each type of services and similar to the FSS project (up to 6 points per type of services for a maximum of 30 points). <p>Maximum 2 pages per project for a total of 4 pages.</p>	
TOTAL FOR B) EXPERIENCE OF THE BIDDER	/140
C) PROPOSED METHODOLOGY	/100
<p><u>Requirement 5: Proposed Methodology</u></p> <p>Using Form Tech-5, the Bidder should describe its proposed methodology for managing the FSS Project.</p> <p>Maximum 8 pages.</p>	/100
<p>5.1 <u>Procurement and contract administration procedures</u></p> <p>The Bidder should describe their procurement and contract administration procedures related to the procurement of individual consulting services under the Technical Specialist envelope. The procedures should explain key elements that take into consideration local context and constraints (2 points per relevant element, up to 10 points) and that ensure procurement will be conducted in a transparent, fair and competitive manner (4 points per relevant element, up to 20 points). Total of 30 points.</p>	30
<p>5.2 <u>Financial Management</u></p> <p>Bidder's proposed approach to ensure sound financial management, including a description of the following categories:</p> <ul style="list-style-type: none"> i) Roles and responsibilities (up to 5 points); ii) Adherence to applicable laws and standards (up to 5 points); iii) Budget planning and reporting (up to 5 points); iv) Disbursement/payment mechanisms (up to 5 points); v) Control mechanisms or checkpoints (up to 5 points). <p>Points will be awarded based on the description of relevant elements under each category (1 point per relevant element, up to 5 points per category, for a maximum of 25 points)</p>	25

RATED EVALUATION CRITERIA	SCORE				
<p>5.3 <u>Logistical Services</u></p> <p>Bidder’s proposed approach to the provision of the following types of logistical services:</p> <ul style="list-style-type: none"> • Travel support services (up to 5 points) • Event organization services (up to 5 points) • Transportation services (up to 5 points) <p>Points will be awarded for relevant activities described under each type of logistical services (1 point per relevant activity, up to 5 points for each type of logistical services, for a maximum of 15 points).</p>	15				
<p>5.4 <u>Management approach</u></p> <p>Bidder’s proposed management approach with respect to the following categories:</p> <ol style="list-style-type: none"> i) Managing timelines. 2 point for each relevant element described, up to 10 points; ii) Methodology for managing client satisfaction. 1 point for each relevant element described, up to 5 points; iii) Risk management (up to 15 points). For each of the 3 risks provided below, the Bidder should propose a description of the risk impact on the project and the proposed risk response. The Bidder will be awarded up to 2 points for the description of a risk impact that demonstrates an understanding of the risk and up to 3 points for a risk response that provides an effective measure to reduce the risk, up to 5 points for each risk, for a total of 15 points. <table border="1" data-bbox="376 1200 1158 1608" style="margin-left: 40px;"> <tr> <td>Risks</td> </tr> <tr> <td>Risk 1: There is a risk that DFATD programming priorities and orientations will change during the life of the FSSP.</td> </tr> <tr> <td>Risk 2: There is a risk that project effectiveness may be compromised by an inability to attract and retain competent technical specialists, given the competitive environment and limited available resources.</td> </tr> <tr> <td>Risk 3: There is a risk that the political environment adds a complexity to operations that if not well managed will undermine service delivery.</td> </tr> </table>	Risks	Risk 1: There is a risk that DFATD programming priorities and orientations will change during the life of the FSSP.	Risk 2: There is a risk that project effectiveness may be compromised by an inability to attract and retain competent technical specialists, given the competitive environment and limited available resources.	Risk 3: There is a risk that the political environment adds a complexity to operations that if not well managed will undermine service delivery.	30
Risks					
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TOTAL FOR C) PROPOSED METHODOLOGY	/100				
TOTAL – TECHNICAL COMPONENT	/400				
PASSING MARK	240				

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

Management Services Contract

CONTRACT FOR MANAGEMENT SERVICES

between

Department of Foreign Affairs, Trade and Development
[DFATD]

and

<Name of the Consultant>

<Address of the Consultant>

in relation to the

Field Support Services Project in Vietnam

A. Contract

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 the 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 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 the Consultant]* and *[name of the Consultant]* (collectively referred to as the “Consultant”).

The following form an integral part of this Contract:

- (a) The Conditions of Contract; and
- (b) The following Annexes:

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

I. Conditions of Contract

1.1 Definitions

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

- (a) **“Applicable Canadian Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable to Canada such as the Quebec Sales Tax (QST).
- (b) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association;
 - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
 - (iii) a credit union as defined in paragraph 137(6) b) of the Canadian *Income Tax Act* (R.S.C., 1985, c. 1 (5th Supp.));
 - (iv) a Canadian corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - (v) the Canada Post Corporation.
- (c) **“Canada”** means Her Majesty the Queen in right of Canada as represented by the Minister of 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 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.
- (e) **“Contract”** means the written agreement between the Parties, which includes these Conditions, 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 below:

«Title of the delegated signing authority as per DFATD Delegation Instrument »

Department of Foreign Affairs, Trade and Development

125 Sussex Drive

Ottawa, ON

K1A 0G2

Canada

Telephone: XXX-XXX-XXXX

Facsimile: XXX-XXX-XXXX

Email:

- (g) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (h) **“DFATD Representative”** means an officer or employee of DFATD who is designated to perform the DFATD representative functions under the Contract.
- (i) **“Day”** means calendar day, unless otherwise specified.
- (j) **“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.
- (k) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank or an 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.
- (l) **“Local Taxes”** include but are not limited to value added or sales tax, social charges, corporate taxes, or income taxes on non-resident Personnel, duties, fees and levies incurred in the Recipient Country.
- (m) **“Member”** means any of the persons or entities that make up a consortium or joint venture and **“Members”** means all these persons or entities.
- (n) **“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 Contract. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (o) **“Minister”** means the Canadian 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.
- (p) **“National Joint Council Travel Directive and Special Travel Authorities”** means 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/>
- (q) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (r) **“Personnel”** means an individual(s) assigned by the Consultant to perform services under the Contract. Personnel do not include technical specialists procured under the Contract.
- (s) **“Project Location”** means the location(s) where Services will be rendered as indicated in Annex B.
- (t) **“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.
- (u) **“Recipient Country”** is a project owner/beneficiary for the purpose of this Contract as indicated in Annex B.

- (v) **“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.
- (w) **“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 to the Contract.
- (x) **“Technical Authority”** means the DFATD Representative responsible for all matters concerning the technical requirements under the Contract. The Technical Authority for this Contract is specified below:

Project Manager’s title

Department of Foreign Affairs, Trade and Development

Representative Office of Canada

YYYYYYYY, XXXXXXXX

Telephone: XXX-XXX-XXXX

Facsimile: XXX-XXX-XXXX

Email:

- (y) **“Terms of Reference”** means the document included as Annex B to the Contract.
- (z) **“Third Party”** means any person or entity other than DFATD and the Consultant.
- (aa) **“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 the Services for the benefit of the Recipient Country. Nothing in the Contract is intended to create an employment relationship, 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 and the technical specialists 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. The Consultant must ensure that the terms of his contracts with his Personnel and technical specialists contracted by the Consultant reflect this provision.

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 of _____ *insert the name of the Canadian province*. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.

1.3.2 The Consultant must have the capacity to operate in the Recipient Country and in the Project Location, and 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.

1.3.3 The Consultant must provide the Services in compliance with laws and regulations applicable in the Recipient Country and in the Project Location.

1.4 Headings

1.4.1 The headings will not limit, alter or affect the meaning of this Contract.

1.5 Priority of Documents

1.5.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list.

- (a) Conditions of Contract (CC);
- (b) Annex A: Basis of Payment;
- (c) Annex B: Terms of Reference; and
- (d) 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 below:

DFATD : Distribution and Mail Services – AAG

Lester B. Pearson Building

125 Sussex Drive
Ottawa, ON
K1A 0G2
Canada

Attention : _____
[insert name of the Contracting Authority]

Facsimile : _____

Attention : _____
[insert name of the Technical Authority]

Facsimile : _____

Consultant (list all Members of a consortium or joint venture):

Attention : _____

Facsimile : _____

1.6.2 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 Contract.

1.7 Location

1.7.1 The Services will be performed at the Project Location, 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 _____ *[include the name of the entity]* (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 Contract are authorized to take action or execute 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 the 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 the 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 para 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

- 1.12.1 Given the nature of the work to be performed under this Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the Consultant acknowledges that it will not be eligible to bid, either as a consultant or as a sub-consultant or a 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. The Consultant must ensure that the terms of his contracts with his Personnel and technical specialists reflect this provision.
- 1.12.2 The Consultant acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, (S.C. 2006, c. 9, s. 2), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.
- 1.12.3 The Consultant declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view of influencing the entry into the Contract or the administration of the Contract.
- 1.12.4 The Consultant must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Consultant must have no financial interest in the business of a Third Party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Consultant must immediately declare it to the Contracting Authority.
- 1.12.5 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event that the Consultant becomes aware of any matter that causes or is likely to cause a conflict in relation to the Consultant's performance under the Contract, the Consultant must immediately disclose such matter to the Contracting Authority in writing.

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

1.12.7 The Consultant also understands that providing FSS services may result in having access to privileged programming information that may be perceived as an unfair advantage and may place it in a situation of conflict of interest. The Consultant understands and agrees that if DFATD determines that a conflict of interest may exist, DFATD reserves the right to exclude the Consultant from future DFATD development opportunities.

1.13 Severability 1.13.1 If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2. Commencement, Completion, Modification and Termination of Contract

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

2.2 Period of Contract 2.2.1 The period of the Contract is from the effective date of the Contract to _____ *[insert date on which the contract will expire]* inclusive.

2.3 Amendment and Waiver 2.3.1 To be effective, an amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Consultant.

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 Acceptance of Deliverables 2.4.1 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 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.

2.4.3 The Technical Authority may request modifications to the plans and reports. 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.

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 detail 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 para 2.7 below; or
- b) terminate the Contract for convenience in whole or in part as per the para 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 Fees, Administrative Mark-up, Service Costs, Reimbursable Expenses 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 para 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 para 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 para 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 para 2.8 or 2.9.

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

2.8 Termination due to default of Consultant

2.8.1 Except in situations identified in the para 2.6.1, if the Consultant is in default of carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the Contracting Authority within that cure period. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice.

2.8.2 If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.

2.8.3 If DFATD gives notice under the para 2.8.1 or 2.8.2, the Consultant will have no claim for further payment except as provided under para 2.8. The Consultant will be liable to DFATD for all losses and damages suffered by DFATD because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by DFATD in procuring the Services from another source.

2.8.4 Upon termination of the Contract under this para 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. 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 in accordance with the Contract, the value of the Fees, Administrative Mark-up, Service Costs and Reimbursable Expenses, as they relate to the Services performed and accepted by DFATD prior to the date of the termination notice.

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

2.8.5 If the Contract is terminated for default under the para 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 para 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 para 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) the value of the Fees, Administrative Mark-up, Service Costs and Reimbursable Expenses, as they relate to the 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; and
 - (b) 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 para 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 . The total of the amounts to which the Consultant is entitled to be paid under this para 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 para 2.9 except to the extent that this para 2.9 expressly provides.

2.10 Cessation of Rights and Obligations

- 2.10.1 Upon termination or suspension of this Contract pursuant to the para 2.7, 2.8, or 2.9, or upon expiration of this Contract pursuant to the para 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 para 3.2;
 - (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in the para 3.5; and
 - (d) any right which a Party may have under the law governing the contract as specified in the para 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 qualified resources, 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 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 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.
- 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.
- 3.2.4 The obligations of the Parties set out in this para 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

- 3.3.1 The Consultant must acquire and maintain insurance specified below at its own cost:
- (i) 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.

The insurance will include the following:

- (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;
- (j) 30 Days written notice of policy cancellation; and
- (k) All Risks Tenants Legal Liability - to protect the Consultant for liabilities arising out of its occupancy of leased premises.

(ii) Errors and Omissions Liability Insurance

If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.

The insurance will include the following:

- a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and
- b) 30 Days written notice of cancellation.

(iii) Health Insurance

The Consultant will ensure that its Personnel are provided with full information on health maintenance in the Recipient Country and that they are physically capable of performing the assigned duties. The Consultant will ensure that its Personnel are covered by adequate health insurance. DFATD will not assume any medical costs for the Consultant or its Personnel.

(iv) Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.

The insurance will include the following:

- (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;
- (b) Cross Liability and separation of insured, to the extent permitted by law;
- (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and
- (d) 30 Days written notice of cancellation.

3.3.2 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 para 2.2.

Additional Insurance

3.3.3 The Consultant is responsible for deciding if insurance coverage other than that specified in the para 3.3.1 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

3.3.4 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, proof of insurance issued by an insurance company or insurance broker rated as A++ to B+ by A.M. Best in the form of a certificate or certificates confirming that the insurance is in force.

Litigation 3.3.5 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 3.3.6 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 Consultant's Responsibility to safety and protection of Personnel

3.4.1 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 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 & Warnings" issued by the Department of Foreign Affairs, Trade and Development Canada.

3.4.2 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 Location;
 - ii. Local customs, laws and regulations;
 - iii. Restrictions and protocols for movement in the Project Location, 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 Location, etc.);
 - vi. Evacuation, including emergency medical evacuation, procedures;
 - vii. Abduction/Missing person protocol(s); and
 - viii. Processes for security awareness updates, as required.

For all contracts:

- (b) 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.

3.4.3 Personnel

For the purposes of the para 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 para 3.4.3(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 para 3.4.3(a) and (b).

3.5 Initial Visit and Audit

- 3.5.1 To improve project implementation DFATD may conduct an initial visit after the signature of the Contract. The objective of the initial visit is to review the terms and conditions of the Contract with the Consultant, and to ensure that the Consultant’s financial management of the project can be done efficiently and in accordance with the requirements of the Contract. The Consultant agrees to allow for the initial visit and to provide the DFATD Representative with the facilities, personnel, and any information required for the purposes of the initial visit, all at no cost to DFATD.
- 3.5.2 All costs incurred under this Contract may be subject to audit, at the discretion of DFATD, by DFATD’s designated audit representatives. The Consultant will keep proper accounts and records of the cost of the Services and of all expenditures or commitments made by the Consultant, including the invoices, receipts and vouchers, which will be open to audit and inspection by the authorized DFATD Representatives who may make copies and take extracts there from. The Consultant must make facilities available for audit and inspection and must furnish the authorized DFATD Representatives with such information as DFATD may, from time to time, require with reference to the documents referred to in the Contract. The Consultant must not dispose of the documents referred to in the Contract without the written consent of the Contracting Authority and must preserve and keep them available for audit and inspection for a period of 7 years following completion of the Contract.

3.6 Copyright

- 3.6.1 Anything that is created or developed by the Consultant as part of the Services under the Contract in which copyright subsists belongs to Canada. The Consultant must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 3.6.2 At the request of the Contracting Authority, the Consultant must provide to DFATD, at the completion of the Services or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Canadian Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Services. If the Consultant is an author, the Consultant permanently waives the Consultant's moral rights.

3.7 Services or Assets Purchased by the Consultant (under Reimbursable expenses)

- 3.7.1 Where the Consultant procures project related services or assets, 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.

**and
Technical
Specialist
envelope)**

- (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.

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

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

**3.9 Public
Recognition**

- 3.9.1 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.

For Consultants not subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:

3.9.2 Announcement

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

3.9.3 Material

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

3.9.4 Acknowledgement of Contribution

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

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

it:

"Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign Affairs, Trade and Development Canada (DFATD)"; or

«Programme/projet/activité réalisé(e) avec l'appui financier du gouvernement du Canada accordé par l'entremise du ministère des Affaires étrangères, du Commerce et du Développement (MAECD)».

3.9.5 Posting of Material

The Consultant will be required to prominently display, on its website, graphic identifiers and text provided by DFATD, acceptable to the Parties, clearly stating in English and French, that DFATD provides support for this Project under this Contract. The Consultant will be required to host graphic identifiers provided by DFATD on its website to be downloaded by participating organizations and institutions in this Project, in accordance with 3.9.4 (c).

3.9.6 Official Languages

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

Or

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

3.9.2 Announcement

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

3.9.3 Material

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

3.9.4 Acknowledgement of Contribution

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

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

"Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign Affairs, Trade and Development Canada (DFATD)"

3.9.5 Posting of Material

The Consultant will be required to prominently display, on its website, graphic identifiers and text provided by DFATD, acceptable to the Parties, clearly stating 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 3.9.4 (c).

3.9.6 Communications

The text of all public information materials issued jointly by DFATD and the Consultant must be judged acceptable by both parties. DFATD will bear translation costs of all the public information materials produced for the purposes of the Project.

**3.10
International
sanctions**

3.10.1 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 para 2.1.1, and will require such compliance by its Personnel.

3.10.2 The Consultant agrees that DFATD relies on the Consultant's undertaking in the para 3.10.1 to enter into this Contract, and that any breach of the undertaking will entitle DFATD to terminate this Contract under the para 2.8.

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

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

3.10.5 The Consultant and any individual assigned to perform Services under the Contract 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 para 2.9.

4. Consultants' Personnel

4.1 General

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

- 4.2 Working Hours, Leave, etc.** 4.2.1 DFATD will only pay for person-days worked, including work on a statutory holiday, if an individual chooses to do so. The maximum number of hours in 1 person-day to be claimed by the Personnel cannot exceed 7.5 hours. Any additional time requires prior authorization by DFATD. This applies to all Personnel. The Fees for less/more than 1 person-day will be calculated by dividing the Fees by 7.5 hours and multiplying the result by the number of hours actually worked during the Day.
- 4.3 Replacement of Personnel** 4.3.1 The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position unless the Consultant is unable to do so for reasons beyond its control and that the Consultant's performance of the Services under the Contract will not be affected. For the purpose of this para 4.3.1, the following reasons are considered as beyond the Consultant's control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD's request and will be verified and considered for acceptance at DFATD's sole discretion. If such a replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual. The proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to replace a member of its Personnel with an individual with equivalent or better qualifications than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated.
- Existing Position - Replacement of Personnel*
- 4.3.2 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).
- 4.4 Harassment in the workplace** 4.4.1 The Consultant must respect, and ensure that all members of its Personnel respect 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.
- Improper conduct or abandonment of position** 4.4.2 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 para 2.7 or Termination due to default of Consultant in accordance with para 2.8.

5. Obligations of DFATD

- 5.1 Method of Payment** 5.1.1 In consideration of the Services performed by the Consultant under this Contract, DFATD will pay the Consultant in accordance with the provisions set forth in the para 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 of _____ **in Canadian dollars, Applicable Canadian Taxes extra.**
- 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.

- 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 para 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 para 6.1.4 will not increase DFATD's liability over the contract amount.

Taxes 6.1.6 Applicable Canadian Taxes

Canadian federal government departments and agencies are required to pay Applicable Canadian Taxes. The Applicable Canadian Taxes is not included in the maximum Contract amount specified in the para 6.1.1. The estimated amount of Applicable Canadian Taxes is _____. Applicable Canadian Taxes will be paid by DFATD as provided in para 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Canadian Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate Canadian tax authorities any amounts of Applicable Canadian 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 Canadian 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 Canadian 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 Canadian 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 Canadian Taxes and provincial sales tax credits and rebates to which the Consultant is entitled;
- b) Do not take into account the Applicable Canadian 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 para 6.1.6 and specified in accordance with the terms and conditions stipulated below.

6.1.9 For the purposes of applying the para 6.1.6, the amount of Applicable Canadian 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 Canadian 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.

6.1.11 The Consultant is responsible to pay all other taxes (including but not limited to Local Taxes and corporate taxes, if applicable). Local and corporate taxes are included in the Fees and the Service Costs.

6.2 Basis of Payment

6.2.1 Subject to the Contract amount specified in the para 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 para 6.2.2, 6.2.3 and 6.2.4;
- (b) Costs of technical specialists contracted under the project;
- (c) Administrative Mark-up as set forth in the para 6.2.4;
- (d) Service Costs as set forth in the para 6.2.5; and
- (e) Reimbursable Expenses at cost without mark-up as set forth in the para 6.2.6.

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 para 2.1 at the Fees referred to in Annex A, Basis of Payment and as specified in the para 6.3. A detailed basis of payment is provided in Annex A.

6.2.3 The Fees referred to under the para 6.2.2 above will include Fees for the Personnel for the portion of time directly related to the performance of the Services, inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to 7.5 hours up to 6 Days per week in the Project Location, unless previously authorized in writing by DFATD.

6.2.4 The Fees stated in the para 6.2.2 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed for Travel Status will be determined and approved by DFATD on the basis of the points of origin and destination.

The Consultant may apply the Administrative Mark-up to the services of the technical specialists required during Contract execution. The administrative mark-up rate is: _____ *Indicate the rate.* This mark-up will be applied as follows :

	Application of the mark-up rate
Technical Resources to be contracted under the project	Fees excluding Applicable Canadian Taxes invoiced by the technical specialists

6.2.5 Service Costs

As applicable, Service Costs are paid in accordance with Annex A and with the following terms:

6.2.5.1 Service Costs

Service costs are paid on an all-inclusive unit rate basis. Service costs include the following:

(a) Office Space:

Office Space is for exclusive use by the technical specialists and other parties designated by DFATD. The office space costs include, for each type of office space, without being limited to: office rental, repairs and maintenance; heating/cooling costs; access to utility services such as internet, phone/communications systems, electricity; office charges; cleaning; security; purchase and maintenance of equipment; furniture; set-up and rehabilitation costs, technical support during usage, and any other cost to ensure readiness of office space for requested usage. Costs of communications and use of internet will be reimbursed separately (see the para 6.2.6 (b)).

(b) Equipment:

Equipment is for exclusive use by the technical specialists and other parties designated by DFATD. The equipment costs include, for each type of equipment, without being limited to the purchase, maintenance and replacement of equipment, accessories, technical support during usage, and any other cost to ensure readiness of equipment for requested usage. Costs of communications will be reimbursed separately (see the para 6.2.6 (b)).

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

(a) Travel and Living Expenses: the cost of travel while on Travel Status and the cost of other transportation will be reimbursed but must not exceed the limits in the National Joint Council Travel Directive (the "Directive"), and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca>.

(i) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Consultant must obtain the lowest possible airfare (including by such means as by booking the reservation as soon as possible). The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant must be able to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes must be documented in the Consultant's project file;

(ii) the cost of meals and incidentals allowance in respect of the Personnel for every Day in which the Personnel is absent from the Consultant's or Personnel's home office for purposes of the Services as well as private vehicle

usage, not exceeding the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;

- (iii) the cost of registration, photographs, and courier services related to obtaining a visa/work permit;
 - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, not exceeding the limits in accordance with the provisions of clause 7.8 of the Special Directive and Appendix D of the Directive; and
 - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to “travellers” rather than to “employees”.
- (b) project-related communication costs incurred from the use of communications systems, including but not limited to long-distance charges, videoconference, internet, fax, newspaper publishing, mailing and courier;
 - (c) translation and interpreters costs directly related to the project, project-related supplementary printing and copying costs (e.g. printing extra copies of documents and microcopying);
 - (d) 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 Recipient Country(ies), who have been identified by the Recipient Country(ies) to either receive training and/or work with the Personnel on the project;
 - (e) actual and Reasonable Costs of any third parties who may be contracted under the project, including labour and materials;
 - (f) actual and Reasonable Costs of training, observation tours, studies, workshops and seminars, including but not limited to textbooks and manuals, and excluding cost of the Personnel related to them, as approved in advance by DFATD (normally as part of a work plan);
 - (g) actual and Reasonable Costs of transportation services related to arranging vehicle rental (with English speaking driver; taxi services are not allowed), as required, including, without being limited to the provision of a vehicle, driver, any associated cost with the operation and maintenance such as oil, registration, insurance, repair and maintenance on the vehicle, and any other cost to ensure readiness of vehicle for requested usage;
 - (h) actual and Reasonable Costs of equipment rental on request of the DFATD;
 - (i) actual and Reasonable Costs of fuel for transportation exclusively for project-related purposes documented in the log book; and
 - (j) any other expenses approved in advance by DFATD.

6.3 Provision for Multi-year Contracts

- 6.3.1 Fees and unit rates/costs are fixed on an annual basis.
- 6.3.2 Applicability of Fees and unit rates/costs for Year 1 starts at Contract signature.
- 6.3.3 Fixed annual Fees and unit rates/costs applicable for subsequent years (Year 2, Year 3, etc.) become effective on 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 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 to guarantee the Consultant's performance.
- If the use of an ISLC is chosen by the Consultant, within 28 Days of the signature of the Contract the Consultant must furnish the performance security in the amount of 5 percent of the total contract value of the Fees, maximum Administrative mark-up and Service Costs. The ISLC must remain valid for six months after the completion of the Contract.
- 6.5.2 An ISLC issued by a foreign financial institution must be confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation.
- 6.5.3 An ISLC must be in Canadian dollars.
- 6.5.4 Any ISLC and amendments to an ISLC submitted by the Consultant must be sent to: the Technical Authority. The ISLC itself must clearly include the following information:
- a) the Bank's reference number;
 - b) the Bank's name and address;
 - c) the date of issue;
 - d) the expiry date;
 - e) the name and address of the Consultant;
 - f) the name of the payee: Receiver General for Canada;
 - g) the Purchase order number;
 - h) the project name and number;
 - i) the Branch name;
 - j) the face amount of the letter of credit;
 - k) 'Payable in demand' or 'Payable at sight';
 - l) 'Redeemable upon approval of the Chief Financial Officer';
 - m) 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;
 - n) 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); and
 - o) a provision for the renewal of the letter of credit (where applicable).
- 6.5.5 All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant's own expense.
- 6.6 Performance security in a form of holdback**
- 6.6.1 In an absence of ISLC, as a guarantee for performance, each invoice of the Consultant will be subject to a 10 percent holdback applicable to the invoiced Fees, Administrative mark-up and Service Costs for the month up to a maximum of 5 percent of the total contract value of the Fees, Administrative mark-up and Service Costs.

6.6.2 This holdback may be released, subject to the satisfactory performance of the Consultant, as determined by DFATD, 6 months after the completion of the Contract.

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 para 6.7.2 through 6.7.6, DFATD will pay the Consultant, not more often than once per month, the Fees, Administrative Mark-up, Service Costs, costs of technical specialists and Reimbursable Expenses outlined in the para 6.2 paid by the Consultant during the previous month.

6.7.2 No payment will be made to the Consultant until DFATD receives a detailed invoice in the

- 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. In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the para 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.
- b) Any relevant details of the Service Costs as may be requested by DFATD. Proofs that the Service Costs were actually incurred
- 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.

All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address: _____

and must indicate the following codes:

- Purchase order: _____
- WBS Element: _____
- GLAcct/ CC/ Fund: _____
- Vendor: _____
- Project number: _____

6.7.3 Within 15 Days of the receipt of the documentation required under the para 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.

6.7.4 Any Fees, costs of technical specialists, Administrative Mark-up, Service Costs or Reimbursable Expenses paid by the Consultant which are the subject of the notification in the para 6.7.3 will be excluded for the purposes of payment under the para 6.7.1 until the Fees, Administrative Mark-up, Service Costs or Reimbursable Expenses have been accepted by DFATD.

6.7.5 Subject to the para 6.7.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the para 6.7.2.

6.7.6 With the exception of the final payment under the para 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 or contracted third parties under the Contract have been fully discharged, DFATD will pay the balance due against the Contract taking into account provisions for performance security.

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 para:

- (a) "amount due and payable" means an amount payable by DFATD to the Consultant in accordance with the para 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 para 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 para 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 holdback.

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 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

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

PO #:

II. Annexes

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

PO #:

Annex A – Basis of Payment

1. PERSONNEL FEES	FIRM ALL-INCLUSIVE DAILY FEE, \$					LEVEL EFFORT DAYS	OF IN	SUB-TOTAL ESTIMATED COST, \$
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5			
1.1 Personnel								
Project Manager								
Project Coordinator								
Financial Officer								
Administrative Assistant								
Sub-Total – Personnel FEES								
2. SERVICE COSTS	FIRM ALL-INCLUSIVE RATE/COST, \$					NUMBER OF MONTHS	SUB-TOTAL, \$	
	MONTHLY RATE							
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5			
Office Space								
Equipment								
Sub-Total –SERVICE COSTS								
3. TECHNICAL SPECIALISTS							SUB-TOTAL, \$	
Sub-Total – TECHNICAL SPECIALISTS							1,500,000	
4. ADMINISTRATIVE MARK-UP ON TECHNICAL SPECIALISTS							SUB-TOTAL, \$	
Sub-Total – Administrative Mark-up (%)								

PO #:

5. REIMBURSABLE EXPENSES		SUB-TOTAL, \$
a)	Travel-related expenses	
	i) Transportation	
	ii) Meals, incidentals	
	iii) Visas and work permits	
	iv) Accommodation	
	v) Other	
	<i>Sub-Total- a)</i>	
b)	Communication costs	
c)	Translation, interpreters and reproduction costs	
d)	Expenses of counterpart personnel	
e)	Third Parties costs – labour and materials	
f)	Training, Workshop and Seminars	
	i) Tuition	
	ii) Textbooks and Manuals	
	iii) Rent of facilities	
	iv) Presentation equipment and supplies	
	v) Allowances for Students and Trainees	
	<i>Sub-Total- f), \$</i>	
g)	Transportation Expenses	
h)	Equipment Rental	
i)	Costs of fuel for transportation exclusively for project-related purposes documented in the log book	
j)	Other expenses	
	<i>Sub-Total – Reimbursable Expenses, \$</i>	515,000
	Contract Amount, excluding Applicable Canadian Taxes, \$	
	Applicable Canadian Taxes, \$	
	Contract Amount, including Applicable Canadian Taxes, \$	
	TOTAL	

PO #:

Annex B – Terms of Reference (TOR)

PO #:

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 the Member]

[Authorized representative]

Date [Month Day, Year]

[name of the Member]

[Authorized representative]

Date [Month Day, Year]

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

[Authorized representative]

Date [Month Day, Year]

For and on behalf of DFATD

[Authorized representative]

Date [Month Day, Year]