

**REQUEST FOR PROPOSALS**  
**International Competitive Bidding (ICB)**

**Procurement of Consulting and Professional Services**

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



# CONTENTS

Section 1. Instructions to Bidders (ITB) .....	1
<b>DATA SHEET</b> .....	19
Section 2. Technical Proposal - Standard Forms .....	24
Section 3. Financial Proposal - Standard Forms .....	41
Section 4. Terms of Reference .....	43
Section 5. Evaluation Criteria .....	72
Section 6. Standard Form of Contract.....	84
A. Contract.....	88
I. General Conditions (GC) of Contract.....	89
II. Special Conditions (SC) of Contract.....	114
III. Annexes.....	122

## Summary Description

The Department of Foreign Affairs, Trade and Development Canada (DFATD) has a requirement for the services of a Consultant (the “Consultant”) to perform the evaluation of DFATD’s Development and Stabilization and Reconstruction Taskforce (START) Programming in South Sudan. The Consultant will be responsible to assess the relevance and performance of DFATD’s programming in South Sudan; and provide DFATD with relevant fragile state-specific information for future programming, including lessons learned, best practices and programming options. Additional information related to the requirement is detailed in section 4, Terms of Reference.

The services are expected to start in August 2015 for a period of one (1) year.

**Section 1: Instructions to Bidders**

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

**Data Sheet**

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

**Section 2: Technical Proposal - Standard Forms**

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

**Section 3: Financial Proposal - Standard Forms**

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

**Section 4: Terms of Reference**

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

**Section 5: Evaluation Criteria**

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

**Section 6: Standard Form of Contract**

**I. General Conditions**

This section contains the general clauses of the resulting Contract.

**II. Special Conditions**

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

**REQUEST FOR PROPOSALS**

**SEL.: 2016-PCE-SOUTHSUDAN-1**

*For the provision of consulting and professional services  
in relation to the  
Evaluation of DFATD Programming in South Sudan*

## Section 1. Instructions to Bidders (ITB)

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

### Mandatory Procedural Requirements

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

### Definitions

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

- (g) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific services that the Consultant is required to provide under the Contract. A Contractor cannot be an individual. The Contractor is not part of the Personnel.
- (h) **“Data Sheet”** means part of the ITB used to reflect specific conditions of the RFP.
- (i) **“Day”** means calendar day, unless otherwise specified.
- (j) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (k) **“Evaluation Team”** means a team established by DFATD to evaluate the Proposals.
- (l) **“Fees”** mean an all-inclusive firm rate which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (m) **“GETS”** means Canada’s Government Electronic Tendering Services <https://buyandsell.gc.ca/>
- (n) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (o) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
- (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
  - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
  - (iii) up to a maximum dollar amount specified;
  - (iv) on sight, on first request by DFATD to the bank and without question.
- (p) **“Licensed professional”** is an individual who is licensed by an authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other similar profession.
- (q) **“Local Support Staff”** means, unless otherwise specified in the Data Sheet, the following positions in the Recipient Country:
- (i) Driver;
  - (ii) Office cleaner;
  - (iii) Security guard;
  - (iv) Gardener.
- (r) **“Member”** means any of the entities that make up a consortium or joint venture; and **“Members”** means all these entities.

- (s) “**Member in charge**” is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to this RFP. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (t) “**National Joint Council Travel Directive and Special Travel Authorities**” mean the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (u) “**OECD/ DAC**” means Development Assistance Committee of the Organization for Economic Cooperation and Development.
- (v) “**Parties**” means the Bidder and DFATD.
- (w) “**Personnel**” means any employee and/or Sub-consultant of the Bidder (except Local Support Staff) assigned to perform professional, technical and/or administrative services under the Contract.
- (x) “**Place of Business**” means the establishment where the Bidder conducts activities on a permanent basis that is clearly identified by name and accessible during normal working hours.
- (y) “**Point of Contact**” means DFATD officer responsible for coordinating communication between Bidders and DFATD during the RFP.
- (z) “**Proposal**” means the technical and financial proposal submitted by a Bidder.
- (aa) “**Reasonable Cost**” means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
  - (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
  - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
  - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
  - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
  - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (bb) “**Recipient Country**” means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Data Sheet.
- (cc) “**Reimbursable Expenses**” means the out-of-pocket expenses which can be specifically identified and measured as having been used or to be used in the performance of the Contract.

- (dd) **“RFP Closing Date”** means the date and time specified in the Data Sheet or any extension to this date by which a Bidder’s Proposal must be submitted.
- (ee) **“Services”** mean everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Section 4, Terms of Reference.
- (ff) **“Sub-consultant”** means a person or entity or entities contracted by the Consultant to perform specific services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-consultant is part of the Personnel.
- (gg) **“Terms of Reference”** mean the document included in the RFP as Section 4.
- (hh) **“Travel Status”** means travel approved in writing by DFATD directly related to the Services.



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

- One Bidder, One Proposal**
- 4.6 Multiple proposals from the same Bidder are not permitted in response to this RFP. A Bidder must submit only one proposal in response to this RFP. Individual Members of a consortium or joint venture are not permitted to participate in another bid, either by submitting a bid alone or by submitting a bid as a Member of another consortium or joint venture. If the Bidder submits a proposal individually or as a Member of a consortium or joint venture, it must not participate as a Sub-consultant in another proposal. A Bidder who submits more than one proposal will cause all the proposals that the Bidder submitted to be rejected. A Sub-consultant, however, may participate in more than one proposal, but only in that capacity.
- 5. Proposal Validity**
- 5.1 A Proposal must remain valid and open for acceptance for the period of time indicated in the Data Sheet.
- 5.2 DFATD may request Bidders to extend the validity period of their Proposal. Bidders who agree to DFATD's request for an extension should either confirm the availability of the Personnel listed in the Proposal or propose a replacement in accordance with paragraph 15.1.
- 6. Clarifications and Amendment of RFP Documents**
- 6.1 Bidders may request a clarification of any of the RFP elements no later than seven Days before the RFP Closing Date. Requests received after that date may not be answered.
- 6.2 Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing, or by standard electronic means only to the Point of Contact named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.
- 6.3 If, in DFATD's opinion, a request for clarifications affects the RFP, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.
- 6.4 A request for an extension of the RFP Closing Date will only be considered if it is received no later than nine Days before the RFP Closing Date, in writing, by the Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately five Days before the original RFP Closing Date.
- 7. Submission and Receipt of Proposals**
- 7.1 Proposals must be delivered to the following address:
- Department of Foreign Affairs, Trade and Development  
Distribution and Mail Services - AAG  
Lester B. Pearson Building  
125 Sussex Drive, Ottawa, ON  
Canada, K1A 0G2
- Attention: Bid Receiving Unit - SGD
- 7.2 Bidders are requested to deliver their Proposal in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.
- 7.3 Proposals must be received by DFATD no later than the RFP Closing Date.

**Late Proposals**

- 7.4 Due to the nature of this RFP, electronic transmission of a Proposal to DFATD by such means, including by electronic mail or facsimile will not be accepted.
- 7.5 Bidders are solely responsible for the timely receipt of their Proposal by DFATD. DFATD will not assume any responsibility for Proposals that are addressed to a location other than the one stipulated in the RFP and any such Proposals will not be accepted.
- 7.6 Any Proposals received by DFATD after the closing date and time will not be considered and will be returned unopened.
- 7.7 DFATD requests that the Bidder's name and return address, RFP reference number (SEL number), project title and the RFP Closing Date are clearly visible on the envelope or parcel containing the Proposal.
- 7.8 Bidders are requested to present their Proposal on 8.5" X 11" or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.
- 7.9 The requirements with respect to the submission of Proposals are as follows:
- (a) Technical proposal:  
Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date.
  - (b) Financial proposal:  
Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked "Financial Proposal", followed by the RFP reference number, project title and the RFP Closing Date.
  - (c) Outer envelope:  
Bidders are requested to place the envelopes containing the technical and financial proposals in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and the RFP Closing Date. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/ or marked as stipulated.
- 7.10 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD's environmental initiatives and reduce waste.
- 7.11 With the exception of paragraph 7.13, all Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule of the Government of Canada.
- Withdrawal, Substitution, and Modification of Proposal**
- 7.12 Prior to the RFP Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD, by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal

must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:

- (a) submitted in accordance with paragraph 7.1-7.9 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by DFATD prior to the RFP Closing Date.

7.13 A Proposal that is requested to be withdrawn in accordance with paragraph 7.12 will be returned unopened.

**8.  
Preparation of  
Proposal**

8.1 In preparing their Proposal, Bidders are requested to examine in detail the documents comprising this RFP and prepare a Proposal addressing all requirements of this RFP and related addendum(s), if any.

*Language*

8.2 If additional documentation is available from DFATD to assist Bidders in preparing their proposal, the name of the document(s), and how to obtain them, will be specified in the Data Sheet.

8.3 Proposals, as well as all related correspondence exchanged by the Bidders and DFATD, must be written in one of the official languages of Canada (English or French).

**9.  
Technical  
Proposal**

9.1 A signed TECH-1: Acceptance of Terms and Conditions must be submitted with a Bidder’s Proposal. If a Bidder is a consortium or a joint venture, the Bidder’s Proposal must include a signed TECH-1 from each Member. Bidders are requested to print TECH-1, fill it in manually, sign and attach it as page 1 of their Proposal. If TECH-1 is not submitted with a Proposal or is not signed, the Proposal will be rejected. If TECH-1 is improperly completed, DFATD will request corrections from the Bidder within the timeframe specified in the notification. If the updated TECH-1 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, “improperly completed” means:

*Mandatory  
Forms to Be  
Provided*

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

*Certifications  
Required with the  
Proposal*

9.2 Bidders are requested to submit completed TECH-2: Certifications, and TECH-3: Bidder’s Organization, including a TECH-2 and TECH-3 from each Member of a consortium or joint venture submitting a Proposal, in their Proposal. If TECH-2 and/ or TECH-3 is not submitted with a Proposal and/ or is improperly completed, DFATD will request corrections and/ or completion from the Bidder. Bidders, including each Member of a consortium or joint venture submitting a Proposal, must submit the updated TECH-2 and/ or TECH-3 within the timeframe specified in the notification. If the updated TECH-2 and/ or TECH-3 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, “improperly completed” means:

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

9.3 Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications in TECH-2 from the date of

Proposal submission. Bidders have an obligation to disclose any situation of non-compliance with the certifications in TECH-2.

- 9.4 If any certification made by a Bidder is untrue, whether made knowingly or unknowingly, or if a Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within ten (10) Days of DFATD informing the Bidder that it is considering such rejection.
- 9.5 In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the Standard Forms (Section 2 of this RFP) as part of their technical proposals:
- (i) TECH-4: Bidder's Experience;
  - (ii) TECH-5: Methodology;
  - (iii) TECH-6: Personnel.
- 9.6 In order to facilitate the evaluation, Bidders are requested to submit their technical proposals using the headings and numbering system detailed in Section 5, Evaluation Criteria. If specified in the Data Sheet, to avoid duplication, Bidders may use cross-referencing by referring to specific paragraph and page numbers in different sections of their Proposal where the subject topic has already been addressed.
- 9.7 Where specified in the respective TECH forms and/or in Section 5, Evaluation Criteria, Bidders are requested to respect page limits assigned to responses to any or all RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit.
- 9.8 As specified in the Data Sheet, Bidders are requested to:
- (a) provide a number of person-days that is equal to or higher than DFATD's minimum level of effort by individual Personnel position;
  - (b) provide a number of person-days that takes into account the number of person-days for executing the project as estimated by DFATD; or
  - (c) respect the fixed level of effort set by DFATD.
- 9.9 Unless otherwise expressed in the Data Sheet, alternative Personnel may not be proposed, and only one curriculum vitae can be submitted for each position. DFATD will not consider any proposed alternative Personnel in the Proposal evaluation.

***Other Forms to Be Provided***

***Content presentation***

**10. Financial Proposals**

- 10.1 All information related to Fees and Reimbursable Expenses must appear only in the financial proposal. The financial proposal must be prepared using form FIN-1. If a Bidder does not submit FIN-1 with its proposal or does not comply with the provisions of paragraph 10.5, Pricing Basis, the Proposal will be rejected.
- 10.2 The financial proposal must list all costs associated with the provision of the Services, including Fees for Personnel, and Reimbursable Expenses.
- 10.3 Personnel categories to be used:
- (a) Personnel assigned to the project in Bidder's country; or
  - (b) Personnel assigned to the project in Personnel's country.

**Reimbursable Expenses**

10.4 DFATD recognizes the following categories of Reimbursable Expenses:

- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed, but must not exceed the limits in the National Joint Council Travel Directive (the “Directive”) and the Special Travel Authorities Directive (the “Special Directive”), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca> :
- (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing up to the maximum of a full-fare economy airfare;
  - (ii) the cost of meals and incidentals allowance in respect of the Personnel for every Day in which the Personnel is absent from the Bidder’s or Personnel’s home office for purposes of the Services as well as private vehicle usage, not exceeding the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
  - (iii) the cost of registration, photographs, and courier services related to obtaining a visa/work permit;
  - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, not exceeding the limits in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive; and
  - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to “travellers” rather than to “employees”.
- (b) any other reasonable expenses which are not considered to be Fees, overhead/indirect costs and that are not included in the above categories, that are specified in the Data Sheet and required to carry out the project.

**Pricing Basis**

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

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

The following cost elements, if any, must be included in the all-inclusive firm Fees:

- (i) Direct salaries – mean the amounts paid to individuals for actual time directly worked under the Contract;
- (ii) Employee fringe benefits – mean costs associated with employee salaries, including paid benefits. Paid benefits include: sick leave, statutory holidays, paid vacation leave, the employer’s contribution for employment insurance and worker’s compensation (where applicable), health and medical insurance, group life insurance and pension, time-off benefits, War Risk

Accidental Death and Dismemberment insurance, vaccination, etc.;

- (iii) Overhead/ indirect costs – mean the following costs originating from the Bidder’s Head Office (non-project specific):
- Advertising and promotion;
  - Amortization/ depreciation;
  - Bank charges;
  - Board activities;
  - Business development activities;
  - Capital taxes;
  - Communication;
  - Computer maintenance expenses;
  - Financing costs including but not limited to interest expenses and costs to obtain letters of credit;
  - General staff training;
  - Insurance (e.g. office, board of directors liability, Commercial general liability and Errors and omissions liability);
  - Internal or external audits of the Bidder;
  - Memberships and subscriptions;
  - Office supplies, furniture and equipment;
  - Bidder restructuring costs;
  - Professional fees relating to the administration of the Bidder (e.g. legal, accounting, etc.);
  - Proposal preparation activities;
  - Office rent and utilities;
  - Repairs and maintenance expenses;
  - Review and negotiation of agreements;
  - Salaries and fringe benefits related to the administration of the Bidder;
  - Staff recruitment;
  - Strategic planning activities;
  - Travel;
  - Workstations, including computers;
  - Other indirect/ overhead type of expenditures related to the Bidder’s office(s);
  - Exchange rate fluctuation.

(iv) Profit.

<b><i>Provision for Multi-year Contract</i></b>	10.6	The Fees must be expressed as fixed annual Fees by year (i.e. Year 1, Year 2, Year 3, etc.).
	10.7	The total cost of the individual Personnel is calculated by multiplying the average Fees for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual.
<b><i>Currency</i></b>	10.8	Bidders must provide the price of the Services in Canadian dollars (CAD).

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



***Evaluation of  
Technical  
Proposals***

- 11.8 Proposals that comply with the mandatory evaluation criteria will be evaluated based on the rated criteria.
- 11.9 In their technical proposals, Bidders are requested to address clearly and in sufficient depth the rated criteria specified in Section 5, Evaluation Criteria, against which the Proposal will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. Bidders are requested to provide supporting data (for example, description of past experience, degrees, description of the Bidder's facilities, when applicable), to demonstrate their capability. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.
- 11.10 The Proposals that fail to achieve the minimum technical score for the rated criteria indicated in the Data Sheet will be rejected and the financial proposal will remain unopened.
- 11.11 Only work experience of the Bidder will be assessed. In case of a consortium or joint venture, unless otherwise specified in Section 5, Evaluation Criteria, the experience of any Member could be included in a Proposal as work experience of the Bidder. Nevertheless, when the evaluation requirement is demonstrated through number of years/months of experience, the cumulative experience of the Members cannot be used. For example, if the RFP requires five (5) years of experience in education, and both Members independently have three (3) years each, the experience requirement will not be met. For the purposes of evaluation, listing experience with no substantiation to describe where and how such experience was obtained may result in a score of zero.
- 11.12 Where Form TECH-6A, where applicable, is not provided with the Proposal, DFATD will, in its evaluation, treat the Proposal as though there was no one identified to carry out that specific element of the project. Where Form TECH-6B, where applicable, is not provided with the Proposal or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders must submit the completed TECH-6B within the timeframe specified in the notification. If the completed TECH-6B is not submitted within the specified timeframe, DFATD will treat the Proposal as though there was no one identified to carry out that specific element of the project. In this paragraph, "improperly completed" means:
- (a) There are one or more fields that are not completed; or
  - (b) TECH-6B is not signed by the individual.

***Evaluation of  
Financial  
Proposals***

- 11.13 Financial proposal will only be opened and evaluated if the technical proposal achieves a score equal to or in excess of the minimum technical score indicated in the Data Sheet.
- 11.14 Fees and Reimbursable Expenses will be considered in the financial evaluation.
- 11.15 The evaluation of financial proposals will be carried out in accordance with the Data Sheet.
- 11.16 Unless otherwise specified in the Data Sheet, Bidders are requested to include and price in their financial proposal (FIN-1) all Personnel identified in any manner by the Bidder in the technical proposal and not specifically mentioned to be part of the overhead. Failure to do so will result in the financial proposal being scored zero.

- 11.17 Where the maximum funding is specified in the Data Sheet, the Bidder's financial proposal must not exceed the maximum funding. If the Bidder's Proposal exceeds the maximum funding, the Bidder's Proposal will be rejected.
- 11.18 Where the minimum level of effort is specified in the Data Sheet and the level of effort proposed by the Bidder is below the specified minimum, DFATD will evaluate the Bidder's financial proposal based on DFATD's specified minimum level of effort.
- 11.19 Where the fixed level of effort is specified in the Data Sheet and the Bidder proposes a different level of effort, DFATD will evaluate the Bidder's financial proposal based on DFATD's fixed level of effort.
- 11.20 Bidders must provide price justification, on DFATD's request, and within the specified timeframe. Such price justification may include one or more of the following:
- (a) A copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other customers, including but not limited to fee history of assignments that covers at least one hundred (100) person-days billed in twelve (12) consecutive months over the last two years;
  - (b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/ indirect costs, profit and all other cost included in the proposed Fees; or
  - (c) Any other supporting documentation as requested by DFATD.

**Price  
Justification -  
Fees**

**12. Clarifications  
of Proposals**

- 12.1 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
  - (b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
  - (c) request, before award of any Contract, specific information with respect to Bidders' legal status;
  - (d) conduct a survey of Bidders' facilities, and/ or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFP; and
  - (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.
- 12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request will result in the Proposal being rejected.
- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.

***Rights of DFATD  
in evaluation***

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

**13. Conditions of  
Contract Award**

- 13.1 Before award of a Contract, a Bidder must meet the conditions listed below. Upon request by DFATD, a Bidder must provide, within the timeframe stated by DFATD, documentation to support compliance. Failure to comply with DFATD's request and meet the requirement within that timeframe will not delay the award of the Contract and may result in the Proposal being rejected.
- (a) **Financial Capability**  
In order to determine the Bidder's financial capability to meet the project requirements, DFATD may require to have access to the Bidder's financial information. If the Bidder is a consortium or joint venture, DFATD may request financial information from each Member. Such financial information may include, but may not be limited to, the following:
    - (i) audited financial statements, if available, or the unaudited financial statements for the Bidder's last three (3) fiscal years, or for the years that the Bidder has been in business if it is less than three (3) years (including, as a minimum, the balance sheet, the statement of retained earnings, the income statement and any notes to the statements);
    - (ii) if the date of the above-noted financial statements is more than three (3) months before the date on which DFATD requests this information, the Bidder may be required to provide interim financial statements (consisting of a balance sheet and a year-to-date income statement), as of two (2) months prior to the date on which DFATD requests this information;
    - (iii) if the Bidder has not been in business for at least one (1) full fiscal year, the following may be required:
      - opening balance sheet on commencement of business; and
      - interim financial statements (consisting of a balance sheet and a year-to-date income statement) as of two months prior to the

date on which DFATD requests this information.

- (iv) a certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

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

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

- (b) Procurement Business Number

Bidders must have a Procurement Business Number. Bidders must register for a Procurement Business Number in the Supplier Registration Information service online at the following Website:

<https://srisupplier.contractsCanada.gc.ca/>. In the case of a consortium or joint venture, the consortium or joint venture as a whole does not require a Procurement Business Number, but each Member must have a Procurement Business Number.

- (c) Security requirements associated with this RFP and the resultant Contract are specified in the Data Sheet.

If required in the Data Sheet, the Bidder must meet the security requirements specified in the Data sheet. In the case of a consortium or joint venture, each Member must meet the security requirements.

- (d) Proof of Insurance

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

- (e) M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec (L.R.Q., chapter M-30)

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

- joint venture, each Member must comply with the requirement stated in this paragraph.
- 14. Negotiations** 14.1 A time limit may be imposed by DFATD to ensure that negotiations are concluded effectively and in a timely manner. In instances where negotiations cannot be satisfactorily concluded between the selected Bidder and DFATD, the Bidder's Proposal will be given no further consideration. DFATD may initiate negotiations with the next highest-ranking Bidder.
- 15. Personnel Replacement prior to Contract Award** 15.1 If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals is available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agree to with DFATD unless the Bidder is unable to do so for reasons beyond its control. For the purposes of this paragraph, only the following reasons will be considered as beyond the control of the Bidder: long-term/ permanent illness, death, retirement, resignation, maternity and parental leave, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must provide a replacement with equivalent or greater qualifications and experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not, at a minimum, achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.
- 16. Performance Security** 16.1 Unless otherwise specified in the Data Sheet, to guarantee the Consultant's performance, ten (10) percent of the total contract value will be subject to a holdback. The application of the holdback is non-negotiable.
- 16.2 In lieu of a holdback, alternative security in the form of ISLC issued or confirmed by an Approved Financial Institution may be considered acceptable at DFATD's sole discretion.
- 16.3 Subject to paragraph 16.2, within 28 Days of the signature of the Contract, the Consultant or any Member must provide the performance security in the amount of 10 percent of the total contract value in the form of Irrevocable Standby Letter of Credit (ISLC) acceptable to DFATD. The ISLC must be valid for six months after the completion of the Services. All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant's own expense.
- 17. Notification/ Debriefing of unsuccessful Bidders** 17.1 After completing negotiations and awarding the Contract to the successful Bidder, DFATD will publish the award of the Contract on OECD/DAC website, GETS, DFATD website and whenever possible, official gazette of the Recipient country.
- 17.2 Bidders may make a written request to DFATD to receive an oral or written debriefing on the strengths and weaknesses of the Bidder's own Proposal and to receive the marks obtained by the Bidder for each requirement of the technical component published in the evaluation grid and the marks obtained for the financial component. All costs related to oral debriefings, including but not limited to communication and/or transportation costs, are the

responsibility of the Bidder.

17.3 Bidders may also request the name of the successful Bidder, the total marks obtained by the successful Bidder in each of the categories of the technical component listed in Section 5, Evaluation Criteria, and the marks obtained by the successful Bidder for the financial component. Where the request involves a Bidder who is an individual, some information may qualify for protection under the *Privacy Act*.

**18. Commencement of Services**

18.1 The Consultant is expected to commence provision of Services within the delay specified in the Data Sheet.

18.2 The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by DFATD.

**19. Confidentiality**

19.1 Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act* and the *General Records Disposal Schedule of the Government of Canada*.

**20. Rights of DFATD**

20.1 DFATD reserves the right to:

- (a) reject any or all Proposals received in response to the RFP;
- (b) enter into negotiations with Bidders on any or all aspects of their Proposal;
- (c) accept any Proposal in whole or in part without negotiations;
- (d) cancel the RFP at any time;
- (e) reissue the RFP;
- (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who responded to resubmit Proposals within a period designated by DFATD; and
- (g) negotiate with the sole compliant Bidder to ensure best value to DFATD.

## Instructions to Bidders

### DATA SHEET

<b>Paragraph Reference</b>	Note: The paragraph numbers indicated in the left hand column refer to the related paragraphs in the previous section, Instructions to Bidders.
<b>Definitions (q)</b>	Not applicable
<b>Definitions (bb)</b>	The Recipient Country is Canada.
<b>Definitions (dd)</b>	The RFP Closing Date is 2015-05-26 at 14:00 hrs, Eastern Daylight Saving Time (EDT) (RFP Closing Date)
<b>2.2</b>	Location of contract negotiation: Gatineau, Québec, Canada.
<b>5.1</b>	The Proposal validity period is 180 Days after the RFP Closing Date.
<b>6.2, 6.4, 11.1, 12.2, 12.5 and 13.1</b>	DFATD <b>Point of Contact</b> is: Radek Weroncki Senior Contracting Management Services Officer Department of Foreign Affairs, Trade and Development Email: radek.weroncki@international.gc.ca
<b>7.2</b>	Bidder is requested to submit: <ul style="list-style-type: none"> <li>• Technical proposal: The original and four (4) copies;</li> <li>• Financial proposal: The original and one (1) copy.</li> </ul>
<b>8.2</b>	Additional documentation is available: YES_X_ NO___  South Sudan Evaluation Profile (circa 60 pages)
<b>9.6</b>	Cross-referencing is recommended:  YES___ NO_X__
<b>9.8 (b)</b>	An estimated number of person-days for the project is 226 days.
<b>9.9</b>	The Bidder can propose alternative Personnel:  YES___ NO_X__
<b>10.4</b>	In addition to the listed eligible Reimbursable Expenses in ITB 10.4, the Bidder is requested to provide the following expenses in FIN-1B :

	<ul style="list-style-type: none"> <li>• Security Plan (by specialised firm)</li> <li>• Training in security</li> <li>• Security Firm in Juba</li> <li>• Local resources to be identified at the time of the Contract</li> <li>• Any other relevant costs which are not considered Fees, overhead or direct costs and that are not included in the above categories and that are required to carry out the assignment.</li> </ul>
<b>11.3</b>	<p><b>Selection Method: Best Value Adjusted for Cost</b></p> <p>The technical proposal is awarded a maximum of 300 points or 60 percent of a total possible 500 points and the financial proposal is awarded a maximum of 200 points or 40 percent.</p> <p>The evaluation of the financial proposal will be conducted in accordance with the method described in paragraph 11.15 of the Data Sheet.</p> <p>The Bidder whose Proposal obtained the highest combined technical and financial score will be invited for negotiations unless there is less than 5 points (1% of 500 total evaluation points) between that Bidder and the lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.</p>
<b>11.10 and 11.13</b>	The minimum technical score required is 180 points. Only Proposals that achieve a minimum technical score are considered compliant.
<b>11.15</b>	<p><b>Evaluation of financial proposals</b></p> <p>The total of the financial proposal will be calculated by adding the sub-totals of costs related to the Bidder's all-inclusive firm Fees multiplied by the Bidder's level of effort for each position of Personnel proposed in accordance with FIN-1A and the sub-totals of Reimbursable Expenses in FIN-1B.</p> <p>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 financial price. For example, if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 200 points for its financial proposal. All other technically compliant Bidder's financial score will be calculated as follows:</p> <p>Bidder B's financial score = Bidder A's financial price/Bidder B's financial price X 200.</p>
<b>11.16</b>	The clause is applicable: YES __NO_X__
<b>11.17</b>	The maximum funding for the Contract resulting from this RFP is CAD\$ 495,245 excluding Applicable Taxes.
<b>13.1(c)</b>	<p>The Bidder is subject to security requirements: YES (X) NO ( )</p> <ol style="list-style-type: none"> <li>1. The Consultant must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</li> <li>2. The Consultant personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or</li> </ol>



	<p>approved by CISD/PWGSC.</p> <ol style="list-style-type: none"> <li>3. The Consultant MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Consultant must ensure that its personnel are made aware of and comply with this restriction.</li> <li>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</li> <li>5. The Consultant must comply with the provisions of the: <ol style="list-style-type: none"> <li>a. Security Requirements Check List and security guide (if applicable), attached at Annex C;</li> <li>b. <i>Industrial Security Manual</i> (Latest Edition).</li> </ol> </li> </ol> <p><i>For the purpose of this paragraph:</i></p> <p><b>“Designated Organizational Screening (DSO)”</b> means an administrative determination by DFATD/ PWGSC that an organization is eligible, from a security point of view, to access information and assets of the same or lower protection/classification level as the screening/clearance being granted; and</p> <p><b>“Protected Information”</b> is information related to other than the national interest that may qualify for an exemption or exclusion under the Access to Information Act or Privacy Act, and the compromise of which would reasonably be expected to cause injury to a non-national interest.</p> <p>Protection levels apply to Protected Information and are determined using injury levels and assessment criteria specified for non-national interests. The protection levels and assessment criteria are:</p> <ul style="list-style-type: none"> <li>• <b>Protected A</b> applies to information, the unauthorized disclosure of which could reasonably be expected to cause <u>injury</u> to non-national interests. Examples: Date of birth, home addresses, telephone number, curriculum vitae.</li> <li>• <b>Protected B</b> applies to information, the unauthorized disclosure of which could reasonably be expected to cause <u>serious injury</u> to non-national interests. Examples: SIN, performance, medical or psychiatric evaluations, criminal or financial information.</li> </ul> <ol style="list-style-type: none"> <li>1. The Bidder will obtain a valid Designated Organizational Screening (DOS) status issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada prior to Contract award and be able to maintain it for the whole duration of the Contract. If the Bidder is unable to obtain such a designation, the Bidder must refrain from accessing such Protective Information and consent to DFATD performing various checks and assessments to determine the Bidder’s eligibility, from a security point of view, to access Protected Information and assets.</li> <li>2. The Personnel of the Bidder who are expected to have access to Protected Information will obtain a valid Reliability Status issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada prior to Contract award and be able to maintain it for the whole duration of the Contract. If an individual is unable to obtain such a designation, he/she must comply and consent to DFATD performing various checks and assessments to determine his/her reliability.</li> </ol>
--	--

**13.1(d)**

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:

- (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;
- (b) Bodily Injury and Property Damage to Third Parties;
- (c) Product Liability and Completed Operations;
- (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;
- (e) Cross Liability and Separation of Insured;
- (f) Employees and, if applicable, Volunteers as Additional Insured;
- (g) Employer's Liability;
- (h) Broad Form Property Damage;
- (i) Non-Owned Automobile Liability; and
- (j) 30 Days written notice of policy cancellation.

2. Errors and Omissions Liability Insurance

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

The insurance will include the following:

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

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

The insurance will include the following:

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

	<p>4. War Risk Accidental Death and Dismemberment Insurance, for Personnel working in areas considered to be war zones. A war zone is defined as the combat zone where military operations are conducted, such as Afghanistan. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
<b>18.1</b>	<p>Expected date for commencement of consulting and professional services is no later than 30 days following the signature of the Contract.</p>

## Section 2. Technical Proposal - Standard Forms


### **Guidance to Bidders:**

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

### **Bidders Checklist**

#### **1. Mandatory procedural requirements**


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

<b>Mandatory Procedural Requirements</b>	
The Bidder is eligible to participate in this RFP as defined in ITB 4.3	
The Bidder has submitted only one Proposal in response to this RFP	
The Proposal validity is as per the Data Sheet 5.1	
The Proposal is submitted to:  Department of Foreign Affairs, Trade and Development Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive, Ottawa, ON Canada, K1A 0G2  Attention: Bid Receiving Unit - SGD	
The Proposal is submitted to DFATD no later than the RFP Closing Date indicated in the Data Sheet.	
The Proposal is written in one of the official languages of Canada (English or French).	
The Bidder or, in case of a consortium or joint venture, each member of a consortium or joint venture has completed, signed and included TECH-1 Form in the Proposal.	
The Bidder or, in case of a consortium or joint venture, each member of consortium or joint venture has provided and complies with the certifications of TECH-2 Form from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications in TECH-2.	
The Bidder submitted a completed TECH-2 and TECH-3 Form with its Proposal.	
The Bidder has demonstrated compliance with each of the mandatory criteria, if any, specified in Section 5, Evaluation Criteria.	

No information related to Fees and Reimbursable Expenses appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.5).	
The financial proposal is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder's Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 11.12, 11.20, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.1	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

2. **Other requirements:**

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

<b>Proposal Presentation and Submission</b>	
Has the technical proposal used the headings and numbering system detailed in Section 5, Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in the Data Sheet?	
Has the Bidder submitted its proposal in the number of originals and copies indicated in the Data Sheet?	
Is the Original proposal clearly identified as "Original" on its cover?	
Is the Proposal presented on 8.5" X 11" or A4 paper and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Have the original and all copies of the technical proposal been placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
Have the original and all copies of the financial proposal been placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
Have the envelopes containing the technical and financial proposals been placed in an outer envelope and sealed?	
Does the outer envelope bear: - name of the Bidder	

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

## FORM TECH-1 Acceptance of Terms and Conditions

### *Guidance to Bidders:*

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

The Proposal to the Department of Foreign Affairs, Trade and Development for the provision of Services in relation to the Evaluation of DFATD Programming in South Sudan.

From (please print): Bidder's Name \_\_\_\_\_

Person authorized to sign on behalf of the Bidder:

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title (Please Print)

Eligibility Certification:

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

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Member in Charge

## FORM TECH-2 Certifications

### ***Guidance to Bidders:***

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

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

### **1. CODE OF CONDUCT FOR PROCUREMENT**

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

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

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

### **3. INTERNATIONAL SANCTIONS**

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

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

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

### **4. CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

1. In order to protect the integrity of the procurement process, Bidders are advised that DFATD may reject a bid in the following circumstances:



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

## **5. ANTI-CORRUPTION AND FRAUD**

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

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

The Bidder hereby certifies that it and its Personnel:

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

**6. DEBARMENT**

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

**7. LOBBYIST**

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

**8. LANGUAGE CAPABILITY**

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

**9. EDUCATION AND EXPERIENCE**

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

**10. AVAILABILITY OF RESOURCES**

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

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

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

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

**11.2 FORMER CANADIAN PUBLIC SERVANT CERTIFICATION**

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

## Definitions

For the purposes of this certification,

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

## Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

## **FORM TECH-3 Bidder's Organization**

### ***Guidance to Bidders:***

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

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

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

## FORM TECH- 4 Bidder's Experience

### ***Guidance to Bidders:***

Using the format below, provide information on each Assignment where the Bidder was carrying out consulting and professional services similar to those requested under this RFP.

**The Bidder should use the OECD/DAC (2010) Quality Standards for Development Evaluation (2010) definitions for the section: Nature of the Assignment.**

### **Assignment Title and Mandate:**

### **Name of Bidder who performed the services:**

### **Key Staff**

*(name 1)*  
*(name 2)*  
*(name 3)*  
*etc.*

### **Name of client/ funding agency:**

**Name of contact person:**

**Telephone number:**

**e-mail address:**

**Start date  
(month/ year):**

**Completion date  
(month/ year):**

**Total Evaluated Assignment OR Program/Thematic  
Sector value:**

**Approx. value of services provided by the Bidder:**

- Bidder Fees:
- Reimbursable Expenses:

**Name of associated firm(s), if any:**

**No. of person-days provided by associated firm(s):**

### **Nature of the Assignment**

- **Rationale, Purpose and Specific Objectives of the Assignment**

- **Objectives and Scope**

- **Key Evaluation Questions**

*List key evaluation questions and criteria from the TORs*

- **Detailed Description of Methodology**

The approach (conceptual framework):

Methodology:

Data collection and analysis methods used:

Type of sampling applied:

Measures used to ensure reliability and validity and methodological limitations:

- **Detailed Description of Services Provided**

*(Only indicate services provided by the Bidder. Services provided by other partners or associated firm are to be excluded from this description)*

- **Main Deliverables**

*(Only indicate deliverables provided by the Bidder. Deliverables provided by other partners or associated firm are to be excluded from this description)*

**Domain of each Client-based Experience** *(please check only one)*

- Evaluation experience (program/thematic) with multilateral organizations
- Evaluation experience (program/thematic) with a national development agency, i.e. DFATD (including former CIDA), United States Agency for international development (USAID), Department for International Development (DFID) etc.
- Evaluation experience with an Non-Governmental Organization (NGO) or Institution (NGI)
- Evaluation experience on a single development project
- Other evaluation experience

**Experience in Fragile and/or Conflict Affected States**

*Please provide an overview of how you integrated conflict analysis into your approach to this evaluation within the context of fragile and/or conflict affected. Specify the length of fieldwork and the country/area.*

## FORM TECH- 5

### Proposed Evaluation Approach, Methodology, Team Composition and Level of Effort

**Guidance to Bidders:**

The Bidder should provide information on resource utilization and allocation: Evaluation Team Leader and a maximum of 3 additional personnel.

**1. Narrative: Proposed Team Composition and Level of Effort Phase I: Design**

The Bidder should provide an explanation/justification for the level of effort and the tasks/responsibilities attributed to the personnel

PROPOSED PERSONNEL NAME	POSITION	PERSONNEL CATEGORY		KEY COMPETENCIES (SECTORAL/THEMATIC, WHERE APPLICABLE)	PROPOSED TASKS AND RESPONSIBILITIES	LEVEL OF EFFORT (DAYS)			
		EMPLOYEE (Y/N)	SUB-CONTRACTOR (Y/N)			IN BIDDER'S COUNTRY	IN CANADA	IN SOUTH SUDAN	SUB TOTAL
	TEAM LEADER	•	•	• • •	• • •				
	TITLE	•	•	• • •	• • •				
...	...			<b>PHASE 1: TOTAL ESTIMATED LEVEL OF EFFORT</b>					



**2. Narrative: Proposed Team Composition and Level of Effort Phase II: Implementation**

The Bidder should provide an explanation/justification for the level of effort and the tasks/responsibilities attributed to the personnel

NAME	POSITION	PERSONNEL CATEGORY		KEY COMPETENCIES (SECTORAL/THEMATIC, WHERE APPLICABLE)	PROPOSED TASKS AND RESPONSIBILITIES	LEVEL OF EFFORT (DAYS)			
		EMPLOYEE (Y/N)	SUB-CONTRACTOR (Y/N)			IN BIDDER'S COUNTRY	IN CANADA	IN SOUTH SUDAN	SUB TOTAL
	TEAM LEADER	•	•	• • •	• • •				
	TITLE	•	•	• • •	• • •				
...	...			<b>PHASE 2: TOTAL ESTIMATED LEVEL OF EFFORT</b>					

## FORM TECH- 6A PERSONNEL

### Curriculum Vitae for Proposed Personnel

**Guidance to Bidders:**

A copy of this form should be completed for each proposed Personnel (Evaluation Team Leader and a maximum of 3 additional personnel) named in Form TECH-5.

The Bidder should present the employment history in categories in response to the Mandatory Criteria M 3.1, M3.2 and M3.3.

<b><u>Name and citizenship</u></b>					
<b><u>Education</u></b>					
Year obtained	Degree	Specialization	Institution	Country	
<b><u>Other Professional Training</u></b>					
Year	Length	Specialization	Institution	Country	
<b><u>Computer skills (0=none – 4=excellent)</u></b>					
Software					
Data base (e.g. Access, Filemaker, FoxPro, dBase, Paradox etc.)					
0	1	2	3	4	User/designer?
Statistics (e.g. SPSS, S-PLUS, SAS Stata, Gauss, EIP Info, Nvivo, MAXqda., etc.); exclude Excel					
0	1	2	3	4	User/designer?
Computer assisted qualitative data analysis software					
0	1	2	3	4	User/designer?
<b><u>Language(s) spoken read and written</u></b> (degree of proficiency in each category using the language proficiency levels referenced in the ToRs)					
<u>Languages</u>	<u>Proficiency Level</u>				
	Reading		Oral Interaction		Writing
English	<i>State level</i>		<i>State level</i>		<i>State level</i>
French	<i>State level</i>		<i>State level</i>		<i>State level</i>
Other	<i>State level</i>		<i>State level</i>		<i>State level</i>
<b><u>Employment History (reverse chronological order)</u></b>					
From: yy-mm		Job Title (no description)		Employer Name	
To: yy-mm					
Length of service with current employer and status (permanent, temporary, contract employee, associate, etc.)					
Is/ Will the proposed candidate be a Former Public Servant in receipt of a government pension and/ or the beneficiary of a buy-out lump sum payment?					
If yes, provide details. Does/ will the proposed candidate comply with the provisions of the Conflict of Interest provisions contained in TECH-2?					
Membership in Associations					
List of publications/presentations					
Three references (name, title, phone and email)					

## FORM TECH- 6B

### Experience of Personnel

**Guidance to Bidders:**

The Bidder should complete this form for each proposed Personnel (Evaluation Team Leader and a maximum of 3 additional personnel) named in Form TECH-5.

Proposed Personnel Name:	Proposed position:
Title of Assignment:	
Period of Assignment ( <i>mm/yy to mm/yy</i> )	Level of effort of proposed individual (days)
For the Team Leader only: <i>Provide the value of the largest evaluated project, program or initiative:</i>	
Fragile State or Conflict-Affected State (Y/N)	Developing Country (Y/N)
Client and Contact information (phone and e-mail):	
Brief description of the Terms of Reference:	
Description of methodology:	
Role and responsibility of proposed Personnel:	
Area(s) of Expertise demonstrated in this Assignment by the proposed Personnel (key areas indicated with an *): <ul style="list-style-type: none"> <li><input type="checkbox"/> South Sudan (i.e. country context expertise)</li> <li><input type="checkbox"/> *Gender equality</li> <li><input type="checkbox"/> *Children and Youth (including child and youth protection, MNCH, primary health care, health system strengthening and human resources for health)</li> <li><input type="checkbox"/> *Food Security (including agricultural production and value chains, food aid and nutrition)</li> <li><input type="checkbox"/> *Peace-building and stabilization in the context of conflict (including conflict prevention and resolution)</li> <li><input type="checkbox"/> *Governance (including human rights, public sector capacity building at the national and sub-national levels, electoral processes and accountability)</li> <li><input type="checkbox"/> Policy dialogue</li> <li><input type="checkbox"/> Advanced qualitative analysis (at least 5 years demonstrated experience)</li> <li><input type="checkbox"/> Humanitarian assistance in the context of conflict</li> <li><input type="checkbox"/> Environmental Sustainability</li> </ul>	
Experience in integration of cross-cutting themes in projects or programs or evaluations of projects/programs/initiatives:	
Main deliverables of the proposed individual:	
Experience of Team Leader (this section should be completed only for the assignments performed by the proposed Team Leader). <ul style="list-style-type: none"> <li>a) Complexity of Assignment:</li> <li>b) Scope:</li> <li>c) Leadership Experience:</li> </ul>	

**FORM TECH-6C**  
**COMMITMENT TO PARTICIPATE IN THE PROJECT AND CONSENT TO TRAVEL**

***Guidance to Bidders: refer to Mandatory Evaluation Criteria M1.1***

A copy of this Form must be completed and signed by each Proposed Personnel (Evaluation Team Leader and a maximum of 3 additional personnel) named in Form TECH-5. Only the Proposed Personnel must complete and sign this Form as per the “Availability of Resources” Certification of TECH-2.

**1 REFERENCE**

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

**2 GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL**

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

**3 DECLARATIONS OF INDIVIDUAL**

1. 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.	
2. Should the Consultant be awarded a contract to provide the Services as a result of this RFP, I certify that I consent to travel to or within South Sudan during Phase 1, Design and/or Phase 2, Implementation of the evaluation.	
Name (print or type)	
Signature	Date

**Section 3. Financial Proposal - Standard Forms**  
**FORM FIN-1**  
**TOTAL COST**

**Guidance to Bidders:**

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

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

**FORM FIN-1A**  
**COST OF PERSONNEL**

**Guidance to Bidders:**

The Bidder must provide a firm all-inclusive daily Fee and an estimated level of effort (LOE) for all Personnel positions (Evaluation Team Leader and a maximum of 3 additional personnel) proposed by the Bidder in accordance with its Methodology. As indicated on page 20 of the Data Sheet, the estimated number of person-days for the project is 226 days.

<b>Fees for Personnel Positions Proposed by the Bidder</b>				
<b>Personnel Resource Name</b>	<b>Personnel Position</b>	<b>Firm all-inclusive Daily Fee \$</b>	<b>(LOE) Estimated by the Bidder (person-days)</b>	<b>Sub-Total Estimated Cost= Firm all-inclusive Daily Fee \$ x LOE</b>
	Team Leader			
	<b>SUBTOTAL-1 (exclusive of any taxes)</b>			

**TOTAL FIN1-A = SUBTOTAL-1**

**FORM FIN-1B**  
**COST OF REIMBURSABLE EXPENSES**

**Guidance to Bidders:**

The Bidders are requested to include all Reimbursable Expenses related to the project in the table below. The Bidders are requested to include inflation, if any, in their cost line items.

<b>Indicative Reimbursable Expenses</b>				
#	Description	Units	\$, Per Unit	Sub-total, \$
a)	<b>Travel Expenses:</b>			
	Transportation			
	Meals, incidentals and private vehicle			
	Visa/work permits costs			
	Accommodation			
	Other			
b)	<b>Communication Costs</b>			
c)	<b>Translation and Reproduction Costs</b>			
d)	<b>Local Resources</b>			
e)	<b>Local Transportation</b>			
f)	<b>Security Expenses</b> Necessary expenses required to meet the security requirements as described under 3.4 in Section 6 Standard Form of Contract, for example:			
	Security Plan			
	Training in Security			
	Security Firm in Juba			
g)	<b>Other</b> (Bidder to specify and include details)			
	<b>Grand Total</b>			

**FINANCIAL PROPOSAL TOTAL**

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

## Section 4. Terms of Reference

### 1 **Background**

#### 1.1 Introduction

With the independence of South Sudan in July 2011, the Government of Canada formally established the South Sudan development assistance program. Programming in the south had hitherto been either part of the bilateral Sudan program, the regional or pan-African program, humanitarian assistance to those impacted by the conflict, food insecurity, partnership programming in support of civil society organizations (former CIDA, hereafter referred to as xCIDA)<sup>1</sup>, or support for peace building and policy deployment through programming from the Stabilization and Reconstruction Taskforce or START (xDFAIT).

The findings and recommendations of a joint-donor evaluation of support to conflict prevention and peacekeeping in 2010 (including its extensive annexes, particularly on gender), as well as xCIDA's corporate evaluation of International Humanitarian Assistance, provided excellent starting points for developing a program that responded to the specific development and humanitarian needs of South Sudan.

#### 1.2 South Sudan Development Context

South Sudan is Africa's newest country, having gained its independence on July 9, 2011 based on a peaceful referendum, as agreed to in the 2005 Comprehensive Peace Agreement (CPA).<sup>2</sup> This followed a protracted civil war between the Sudan People's Liberation Movement (SPLM) and its army, the Sudan People's Liberation Army (SPLA) in the south, and the Government of the Republic of Sudan (GORS) in the north.

Following decades of conflict, the new Government of the Republic of South Sudan (GRSS) faced significant political, economic, social, and human rights challenges (including gender specific human rights violations, i.e. early forced marriages, and violations influenced by discriminatory practices against women and girls), which were made more significant in the absence of formal institutions, rules or administrative structures. In addition, a poorly educated population and extremely weak infrastructure were major impediments to development in the new country.

Despite these challenges, the first few years of independence saw positive movement towards establishing key government structures and systems at the national, state and local levels, as well as the development of the foundation for a value-added economy in a number of key sectors, including extractives and agriculture. While many development indicators were relatively low in comparison to its neighbors, South Sudan held the promise of a better future for a people who had only known conflict, insecurity and poverty.

This promise was fractured in December 2013, when a dispute between the President and his Vice President brought to the fore long-standing unresolved issues and grievances regarding land, access rights for herders and, more recently, access to oil and mineral resources as well as growing tensions within the

132

<sup>1</sup> Note: Following the creation of DFATD, Sub-Saharan Africa Branch (WGM) replaced the former Geographic Programs Branch (GPB); Global Issues and Development Branch (MFMD) replaced the former Multilateral and Global Programs Branch (MGPB); and Partnership for Development Innovation (KFM) replaced the former Partnerships with Canadians Branch (PWCB).

<sup>2</sup> Concurrently with the signing of the CPA in 2005, the SPLM/A enacted the Interim Constitution of Southern Sudan. The CPA granted Southern Sudan regional autonomy, in the form of the Government of Southern Sudan. The president of Southern Sudan was made the first vice-president of the Republic of Sudan, and a share of national wealth was given to the southern region. The CPA stipulated that after a six-year interim period, the south would vote in a referendum on self-determination to decide whether to remain united or become independent

SPLM itself.<sup>3</sup> More broadly, the key drivers of conflict in South Sudan include: a weak state; an unaccountable security sector; imprecise land ownership; rents from the natural resource sector; and differing agendas from surrounding states in the region, compounded by severe gender inequalities and customary law practices. Most of these conflict drivers, with the exception of the regional dimension which is dynamic, are structural. According to the *g7+ fragility spectrum*, South Sudan is in crisis for each of the five key dimensions: inclusive politics; security; justice; economic foundations; and revenue generation.

Assessing the extent to which the efforts of the Department of Foreign Affairs, Trade and Development (DFATD) addressed (retrospective) and can address (prospective) these challenges, forms the central focus of the upcoming Country Program Evaluation (CPE) of the South Sudan development program.

### 1.3 South Sudan Programming Context

Canada identified Sudan as a priority fragile state in 2006. In the initial period of this evaluation, xCIDA's efforts in Sudan (including what was then the Autonomous region of Southern Sudan) were guided by an approved Country Strategy and the Sudan Country Program Development Framework (2009 – 2014). The Sudan Country Strategy outlined four sectors of focus, which align with the expected intermediate outcomes outlined below. These included: humanitarian assistance, food security (livelihoods), children and youth (basic services), and governance.

The ultimate outcome identified in the Sudan Country Program Development Framework (CDPF) was increased stability and longer-term sustainable economic prosperity and social well-being for Sudanese men, women, girls and boys. To achieve this outcome, four intermediate outcomes (INTO) were outlined:

- INTO1: Decreased morbidity and mortality among crisis-affected male and female populations
- INTO2: Men, women and their households increase subsistence agricultural production, are more resilient and cope better with the physical, nutritional, and economic risks and vulnerabilities related to ongoing instability
- INTO3: At risk young males and females and girls and boys aged 12-24 increase their social and economic contributions to their communities and are better able to cope and manage risks and vulnerabilities related to ongoing instability
- INTO4: State institutions and Sudanese women, men, young males and females are better able to execute and actively participate in democratic processes and manage public resources

Since the independence of South Sudan in 2011, xCIDA developed a series of draft program-level planning documents to guide operations in the new country. However, none of these planning documents (outlined below) have been formally approved by senior management:

- Draft Country Development Strategy for South Sudan (2013-2018) and accompanying Program-Level Logic Model (2013-2018);
- Draft South Sudan Investment Plan (2013); and
- Draft Interim Bilateral Development Strategy for South Sudan (2014-2016).

132

<sup>3</sup> Daniel Maxwell, and Martina Santschi, *From Post-Conflict Recovery and State Building to a Renewed Humanitarian Emergency: A Brief Reflection on South Sudan*, Secure Livelihoods Research Consortium, Overseas Development Institute (London, UK: ODI 2014), p.1, [http://www.securelivelihoods.org/publications\\_details.aspx?resourceid=320](http://www.securelivelihoods.org/publications_details.aspx?resourceid=320) (Accessed January 26, 2015)

Alex De Waal, "When Kleptocracy Becomes Insolvent: Brute Causes of the Civil War in South Sudan," *African Affairs* 113, Issue 452 (2014), p.361, p.365.



Notably, the 2009 Sudan CDPF and Country Strategy (which covered what was then the Autonomous continuum of humanitarian assistance, region of Southern Sudan) are the only formally approved planning documents, and would therefore be relevant for the retrospective analyses of this evaluation. In terms of the prospective aspect of this evaluation, the most recent draft planning document for South Sudan, i.e. the draft Interim Bilateral Development Strategy for South Sudan (2014-2016), would be relevant, assuming it is approved once the formal Country Program Evaluation is underway.

The draft Interim Bilateral Development Strategy for South Sudan (2014-2016) outlined three thematic priorities (or pillars) for DFATD'S development contribution in South Sudan: **Children and Youth (largely MNCH), Food Security, and Advancing Democracy**. Programming would also be supported by the integration of three cross-cutting themes: gender equality, environment and governance. Looking forward, the Program is keen to explore broadening and deepening their current investments in governance and value-chain agriculture. Options and prioritization of programming approaches, including, if feasible and relevant, specific investments within each pillar, should form part of the recommendations emerging from the prospective part of this evaluation.

Returning to the draft Interim Bilateral Development Strategy, the indicative ultimate outcome outlined in this document is improved social and economic well-being of women, men and children in a more peaceful and stable South Sudan. To achieve this outcome, three indicative intermediate outcomes were outlined:

- INTO1: Increased access to quality maternal, newborn and child health services by women, children and newborns
- INTO2: Increased access to locally produced/harvested food for vulnerable populations
- INTO3: Strengthened democratic and oversight processes and institutions

Internal Data indicates that xCIDA/DFATD spent a total of roughly \$231.5 million from 2009-10 to 2013-2014 in South Sudan on development programming. The largest area of spending in South Sudan during the evaluation period was Children and Youth (including MNCH), representing 37% of total program disbursements. The next largest areas were Food Security (26%), Humanitarian Assistance (non-food initiatives) (19%), and Sustainable Economic Growth (14%)<sup>4</sup>. It should also be noted that roughly 5% of overall disbursements were given to a few "Other" areas, including Advancing Democracy (3%), Ensuring Security and Stability (2%) and "Not assigned to any Thematic Priority" (less than 1%).

In terms of the investment portfolio, xCIDA and DFATD made roughly 84 development investments in South Sudan from 2009/10 to 2013/14<sup>5</sup>.

DFATD's (excluding START) top ten executing agencies/actors in South Sudan during this period (in terms of total spending) were: World Food Programme (WFP), United Nations Population Fund (UNFPA), United Nations Children's Fund (UNICEF), Food and Agriculture Organisation of the United Nations (FAO), World Health Organisation, United Nations High Commissioner for Refugees

132

<sup>4</sup> The xCIDA conducted an evaluation of xCIDA's International Humanitarian Assistance (IHA) in 2011, which included Sudan as a case study. However, the latter was focused on assessing the performance of xCIDA's IHA. In contrast, the proposed Country Program Evaluation of South Sudan will focus, in part, on coordination and coherence among DFATD investments along the recovery and reconstruction. Furthermore, South Sudan became an independent state in 2011. Thus, international humanitarian assistance provided to the country from 2011-2013 was not included in xCIDA's IHA evaluation. Consequently, the CPE of South Sudan will include IHA to South Sudan over the evaluation period (2009/10 to 2013/14) in terms of coherence and coordination with bilateral and START programming, and draw on findings from xCIDA IHA evaluation report where relevant.

<sup>5</sup> Note – these figures included all projects that had a minimum percentage allocation of project spending (i.e. above 5%) in the Autonomous region of Southern Sudan (2009-2011) or the Republic of South Sudan (2011-2013) over the evaluation period.

(UNCHR), UNDP Emergency Response Division, UK Department for International Development, Canadian Hunger Foundation, and the Government of the Netherlands Ministry of Foreign Affairs

Given the recent merger of xCIDA and xDFAIT, and the critical links between security, stabilisation and development in conflict and fragile affected states, START interventions in South Sudan will also be included in this evaluation. Consequently, a brief overview of START's most recently approved program planning document, the *Global Peace and Security Fund Multi-Year Strategic Framework for Sudan* (including what was then the Autonomous region of Southern Sudan) 2009-2013<sup>6</sup>, is provided.

The six programming priorities of START's Sudan envelope are aligned with Canada's whole-of-government objectives in Sudan, as outlined below:

Whole of Government Objectives in Sudan	START GPSF Programming Priorities in Sudan (2009-2013) <sup>7</sup>
OBJ 1: Contain violence and enhance security	<ul style="list-style-type: none"> <li>• PR1: Increased effectiveness of UN peacekeeping missions in Sudan</li> <li>• PR2: A productive peace process in Darfur</li> <li>• PR3: Government of Southern Sudan, civil society and communities better able to address community-level security concerns</li> </ul>
OBJ 2: Reduce vulnerability and save lives	<ul style="list-style-type: none"> <li>• PR4: Reduced loss of life amongst conflict-affected populations</li> </ul>
OBJ 3: Build longer-term stability and resilience	<ul style="list-style-type: none"> <li>• PR5: Key CPA provisions implemented</li> <li>• PR6: North/South Sudan and transitional areas better able to peacefully address post-referenda arrangements</li> </ul>

START-specific strategic objectives were not clearly demarcated in the GPSF Multi Year Strategic Framework for Sudan (2009-2013). However, they were outlined in Annual Reports over the evaluation period. Though there were slight differences in how the objectives were framed in the Annual Reports, a synthesis is provided below:

*START GPSF Strategic Objectives in Sudan (2009/10 - 2011/12)*

- 1) Increase effectiveness of UN peacekeeping missions in Sudan;
- 2) Support a productive peace process in Darfur;
- 3) Increase the capacity of the GRSS, civil society and communities to better address community-level security concerns;
- 4) Reduce loss of life amongst conflict affected populations;

132 \_\_\_\_\_

<sup>6</sup> Note – this document was significantly revised in July 2010.

<sup>7</sup> Global Peace and Security Fund (GPSF) - Multi-Year Strategic Framework for Sudan 2009-2013, START Program, xDFAIT.

- 5) Implement key CPA provisions; and
- 6) Support Northern Sudan, Southern Sudan and the Transitional Areas efforts to peacefully address post-referenda arrangements.

The ultimate outcome for START GPSF in Sudan over the evaluation period was increased stability, security and prospects for a just and lasting peace in Sudan<sup>8</sup>. To achieve this outcome, three intermediate outcomes were outlined:

*Intermediate Outcomes for START GPSF Interventions in Sudan*

- INTO1: Increased operational readiness of UN peacekeeping missions in Sudan to fulfill their mandate
- INTO2: Enhanced effectiveness of stakeholders to address community level security concerns
- INTO3: Increased agreement and compliance with peace agreements and framework arrangements

Data from xDFAIT indicates that START implemented over 35 stabilization projects in Sudan and South Sudan from FY2009/10 to 2013/14.<sup>9</sup> These interventions totaled more than \$47 million (in disbursements) and were concentrated in the areas of: mine action, peacebuilding, policy and security forces (including airport security), mediation and peace processes, as well as justice.<sup>10</sup>

START's top ten executing agencies/actors in Sudan and South Sudan during this period (in terms of disbursements) were: the United Nations Development Programme (UNDP), Deutsche Gesellschaft für Technische Zusammenarbeit (GTZ), United Nations Office on Drugs and Crime (UNODC), Private Agencies Collaborating Together (PACT), Forum of Federations, International Development Law Organisation (IDLO), Danish Demining Group (DDG), United Nations Habitat, Saferworld and Norwegian's People's Aid.<sup>11</sup>

## **2 Evaluation Rationale and Purpose**

### **2.1 Rationale**

The Federal Accountability Act stipulates that 100% of grants and contributions be evaluated within a 5-year period. As a result, the Development Evaluation Division typically conducts Country Program Evaluations of the "countries of focus", multilateral effectiveness reviews of organizations receiving funding through multilateral channels, and evaluations of the responsive programs managed by the Partnership for Development Innovation (PDI) branch.

This evaluation will conduct a retrospective and prospective evaluation of DFATD programming in South Sudan, drawing on the emerging international consensus on the development, management and evaluation of development cooperation efforts in fragile and conflict affected states. It will also include a follow-up on the extent to which recommendations of the Multi-Donor Evaluation of Support to Conflict Prevention

132

<sup>8</sup> Logic Model – Multi Year Strategic Framework for Sudan, attached to GPSF Multi-Year Strategic Framework for Sudan 2009-2013. Although the framing of intermediate outcomes shifted to a certain extent in later reporting documents, for the purposes of consistency the programming priorities and intermediate outcomes from the original GPSF Multi Year Strategic Framework for Sudan were outlined in this document. A more lengthy discussion of these shifts can be found in the Country Profile (available upon request).

<sup>9</sup> Note – precise disaggregated project spending data for Sudan (and what was then the Autonomous Region of South Sudan) was not available at the time this document was produced.

<sup>10</sup> Sudan South Sudan 2009-2014 Consolidated Disbursements, START Program, DFATD.

<sup>11</sup> Sudan South Sudan 2009-2014 Consolidated Disbursements, START Program, DFATD.

and Peacebuilding Activity in Southern Sudan 2005 – 2010 were addressed in the design and management of DFATD’s development assistance programming in South Sudan.

## 2.2 Purpose

The purpose of this evaluation is to satisfy the accountability and reporting requirements of the Canadian Government (retrospective) while providing sufficient information to inform the development of South Sudan’s first formal Country Development Strategy 2017 – 2021 (prospective).

A document review, conducted as part of the preparation for this evaluation, found that bilateral development programming in South Sudan was largely focused on Maternal Newborn and Child Health (MNCH), i.e. Children and Youth, with additional programming in support of Food Security and Governance, in particular, an inclusive reconciliation process focused on free and fair elections and strengthened government accountability. Multilateral programming largely responded to humanitarian appeals from UN agencies, the Red Cross Movement, and non-governmental organizations, and supported the African Development Bank and global funds such as GAVI, the Global Fund to Fight Aids, Tuberculosis and Malaria (GFATM), and the Global Partnership for Education (GPE), as well as other thematic or sectoral initiatives, such as in health and nutrition. Partnership programming supported the efforts of Canadian and international partners with good project ideas relevant to the needs of the South Sudanese population. And finally, START programming focused on; mine action, peacebuilding, policy and security forces (including airport security), mediation and peace processes, as well as justice.<sup>12</sup>

## 3 Evaluation Scope

In June 2013 CIDA amalgamated with the Department of Foreign Affairs and International Trade, and created the Department of Foreign Affairs, Trade and Development Canada (DFATD). The structure of xCIDA along with all the rules, tools and processes that were in place for bilateral programming during the period 2009-2010 to 2012-13, will be used as the benchmark for the performance management expectations and practices of this evaluation.

The primary emphasis of this corporate evaluation of DFATD programming in South Sudan will be on the performance and relevance of the bilateral delivery channel and START programming, with attention to coherence and coordination between bilateral, multilateral, and partnership programming. Although there has been increased attention on humanitarian interventions given the recent intensification of violence, xCIDA conducted an evaluation of the performance of its International Humanitarian Assistance (IHA) in 2011, which included Sudan as a case study<sup>13</sup>. The Consultant will therefore focus on coordination and coherence among DFATD investments in South Sudan along the continuum of humanitarian assistance, recovery and reconstruction, and draw on the findings of the IHA report, where relevant, to adequately capture the humanitarian realities of the current country context. Additionally, data from the on-going DFATD Corporate MNCH Thematic evaluation, which includes South Sudan as a case study (based on a field visit) is scheduled to be available as early as February 2015 (with the final technical report scheduled for Spring 2015). This corporate evaluation is expected to inform this CPE, particularly on the relevance and effectiveness of MNCH programming in South Sudan.

This evaluation will cover a 5-year programming period (FY 2009/10 - FY 2013/14), which was initially guided by the 2009 Sudan Country Strategy (CPS), the 2009/2014 Sudan Country Development Programming Framework (CDPF), as well as Canada’s MNCH commitments (Muskoka) and a

132

<sup>12</sup> *Sudan South Sudan 2009-2014 Consolidated Disbursements*, START Program, DFATD.

<sup>13</sup> Note – the Auditor General of Canada’s Fall 2014 report included a chapter on Canada’s response to International Humanitarian Crises. Although South Sudan is not directly referenced in the report, the evaluation team’s work will be informed by this report where relevant.

Auditor General of Canada, *Report of the Auditor General – Fall 2014* (Ottawa: Minister of Public Works and Government Services, 2014), [http://www.oag-bvg.gc.ca/internet/English/parl\\_oag\\_201411\\_01\\_e\\_39959.html](http://www.oag-bvg.gc.ca/internet/English/parl_oag_201411_01_e_39959.html) (Accessed January 25, 2014)

subsequent series of draft program-level documents for South Sudan. These documents were developed following the commitments made by the government of Canada to align the program with the needs identified in South Sudan's Development Plan 2011-2013. Where available, equivalent program-level documents will be reviewed for START during the evaluation period, notably the Global Peace and Security Fund Multi-Year Strategic Framework for Sudan (2009-2013).

As a program level evaluation, it will capture the contribution made to the strategic priorities (or intermediate outcomes of the South Sudan Country Program Logic Model) identified by the Governments of South Sudan and Canada, along with Governance, Gender Equality and Environment as crosscutting issues, through a series of investments or portfolio of projects. To the extent possible, a similar analytical exercise will take place for START interventions. The evaluation will also assess the nature, quality and effectiveness of policy dialogue in the field, including an analysis of policy coherence across delivery channels, across the Canadian Government, and with other donors. Building on previous DFATD corporate evaluations of the Haiti, Afghanistan and West Bank Gaza country programs, this evaluation will also assess planning, monitoring and reporting guidance, tools and processes for fragile states.

#### **4 Specific Objectives**

The specific objectives of this evaluation are to:

- Assess the relevance and performance (i.e. effectiveness, efficiency and sustainability, including cross-cutting issues) of DFATD Development (xCIDA) and START programming undertaken in South Sudan (retrospective), focusing in particular on food security and governance; and
- To provide DFATD with relevant fragile state-specific information for future programming, including lessons learned, best practices and programming options, where relevant (prospective).

#### **5 Use and Users**

The uses and users of the evaluation should be clearly identified at the outset of any evaluation process. This will enhance the possibility that the evaluation will be appropriately targeted to meet those needs and that the findings and recommendations will be both considered and acted upon. The following are some of the key users of this evaluation, and the uses to which the evaluation will be put, including the intended level of influence for each group of users:

Users	Use
<b>In the field DFATD employees responsible for development (and START) project implementation</b>	<ul style="list-style-type: none"> <li>- Strategic decision-making regarding program priorities, modalities and the value for money of various alternatives informed by evidence</li> <li>- Influence at the individual level, i.e. decision-making and behaviour</li> </ul>
<b>Head(s) of Mission</b>	<ul style="list-style-type: none"> <li>- Strategic decision-making regarding development and START program priorities, modalities and the value for money of various alternatives informed by evidence</li> <li>- Policy dialogue with bilateral counterparts</li> <li>- Influence at the individual and collective level</li> </ul>
<b>Development (and Stabilization) Partners (gov't, bilateral, UN, CSOs)</b>	<ul style="list-style-type: none"> <li>- Learning about development and stabilization approaches, results and lessons</li> <li>- Influence at the organizational/collective level</li> </ul>

Users	Use
<b>Beneficiaries</b>	<ul style="list-style-type: none"> <li>- Information on performance that also provides beneficiaries with a sense of how the initiative fits within the broader development context</li> <li>- Influence at the individual level</li> </ul>
<b>Canada DFATD Development Officers (Geographic, Global Issues and Development, Partnership for Development Innovation) and START officers</b>	<ul style="list-style-type: none"> <li>- Decision-making regarding development and START programming approaches, good practice models and approaches informed by relevant evidence</li> <li>- Diffusion of innovations, where applicable</li> <li>- Policy dialogue with bilateral counterparts</li> <li>- Influence at the individual level</li> </ul>
<b>DFATD senior managers and policy-makers</b>	<ul style="list-style-type: none"> <li>- Strategic and policy-related decision-making informed by evidence</li> <li>- Policy dialogue with bilateral counterparts</li> <li>- Influence at the interpersonal and organizational level</li> </ul>
<b>Canadian development partners (NGOs, private sector firms)</b>	<ul style="list-style-type: none"> <li>- Learning about development approaches, results and lessons</li> <li>- Policy dialogue with bilateral counterparts</li> <li>- Influence at the organizational/collective level</li> </ul>
<b>Canadian public</b>	<ul style="list-style-type: none"> <li>- Understanding the relevance and performance of Canada's developmental programming</li> <li>- Influence at the collective level</li> </ul>
<b>Global partners</b>	<ul style="list-style-type: none"> <li>- Learning about development approaches, results and lessons</li> <li>- Influence at the organizational/collective level</li> </ul>

## 6 Challenges

The Consultant will be required to take into account the following:

- The ability to attribute direct results to Canada's interventions is challenging, given the extent of donor activities in the South Sudan which include those emanating from the Joint Donor Office.
- The availability of up-to-date data on South Sudan may be limited, particularly sex-disaggregated and gender-sensitive data. The Consultant may have to find alternative ways of measuring results if information for indicators of the performance measurement framework(s) (PMF) is not available.
- The availability and safety of local consultants, key informants, partners and beneficiaries (based on UN and Embassy security assessments) will necessarily limit the availability of evidence, particularly in states where there is ongoing low-level conflict.
- The newness of the South Sudan development assistance program has implications on the availability of data in relation to the achievement of outcomes, particularly intermediate and ultimate and for the purposes of ascertaining lessons learned.
- Logistical issues, including the safe and cost effective transport of the Evaluation Team will pose a significant challenge, particularly for site visits outside of Juba.

An internal evaluability assessment conducted in 2014 found that a sufficient amount of program and project-level data should be available for both DFATD Development and START programming in order to proceed with an evaluation. Nevertheless, the Consultant should recognize the above challenges in the

proposed evaluation methodology and should provide information on how to mitigate and/or address them within the practical constraints of the operational environment in South Sudan.

Throughout the evaluation process, the evaluation team will ensure its work is conflict-sensitive, adopting a Do No Harm approach and seeking opportunities to build the potential of vulnerable/marginalized groups – particularly women.

## **7 Evaluation Criteria and Questions**

The Consultant will examine the relevance and performance of programming in South Sudan. The standard evaluation criteria recommended by the Development Assistance Committee (DAC) of the OECD, which overlap with those required by the Treasury Board of Canada, form the basis for DFATD program evaluations. They are relevance, effectiveness, efficiency, and sustainability, with attention to the cross cutting themes of gender equality, environment, and governance. Issues currently being faced by the South Sudan Country Program, and START, will shape and qualify the substance of questions formulated under the criteria.

In the table below, the questions reflect the issues of priority for the key stakeholders, a number of which are retrospective while others are prospective. More detailed sub-questions are available in Appendix 3 – Suggested Evaluation Design Matrix.

The following are the preliminary evaluation criterion and related questions that should be considered for the purposes of this evaluation:

<b>MAIN EVALUATION QUESTIONS</b>
<b>RELEVANCE</b>
1. To what extent have Canada’s policy and program interventions responded to the needs of the population in South Sudan?
2. To what extent was the South Sudan Country Program, and START, aligned with Canadian priorities?
<b>EFFECTIVENESS</b>
3. To what extent did Canada achieve its expected results in South Sudan?
4. To what extent was programming in South Sudan consistent with the OECD principles and best practices for Fragile and Conflict-Affected States <sup>14</sup> ?
5. To what extent were the South Sudan Country Program and START interventions in South Sudan coordinated with other DFATD delivery channels (Global Issues and Development Branch, and Partnership for Development Innovation Branch)?
<b>EFFICIENCY</b>
6. Were human and financial resources used appropriately for the outcomes achieved so far, in light of context, priorities and potential alternatives?
<b>SUSTAINABILITY</b>

132

<sup>14</sup> See, for example, the following list of Organisation for Economic Co-operation and Development (OECD) publications:

OECD, “Conflict and Fragility”, [http://www.oecd-ilibrary.org/development/conflict-and-fragility\\_20743637](http://www.oecd-ilibrary.org/development/conflict-and-fragility_20743637) (Accessed January 25, 2015)

See also New Deal: Building Peaceful States, last modified in 2015, <http://www.newdeal4peace.org/> (Accessed February 18, 2015)





See also Organization for Economic Co-operation and Development, *Aid Effectiveness - Paris Declaration on Aid Effectiveness and Accra Agenda for Action*, <http://www.oecd.org/dac/effectiveness/parisdeclarationandaccraagendaforaction.htm> (Accessed February 18, 2015)

## MAIN EVALUATION QUESTIONS

7. What steps have been taken to create long-term processes, structures, norms and institutions for peace and development in South Sudan?

### 8 Rated Criteria

The rating scale below will be used to rate each of the four evaluation criteria. The Consultant will justify the Program ratings (for both the DFATD Development and START programs) provided for each criterion, including strengths, weaknesses, opportunities and threats.

	Green: Program meets all or most of the indicators for the evaluation criterion. Very few or no improvements are needed.
	Amber - Green: Program meets most of the indicators for the evaluation criterion. Some improvements are needed.
	Amber - Red: Program meets some of the indicators for the evaluation criterion. Significant improvements are needed.
	Red: Program meets only a few of the indicators for the evaluation criterion. Immediate and significant changes are required.

### 9 Roles and Responsibilities

#### 9.1 DFATD

DFATD will assume responsibility for:

- The management and supervision of the evaluation will rest with the Development Evaluation Division. The progress of the evaluation will be monitored closely and will include involvement in the scoping/inception mission as well as approval of the work plan, the associated evidence chart (see below), and both the technical and synthesis reports;
- Facilitating access to the necessary documents and staff (for both the development and START Programs);
- Preparing a management response to the recommendations made; and
- Presenting the Synthesis Report, Highlight Sheet and Management Response to the Department's Development Evaluation Committee for review. Following approval from senior management, these three documents will be published in both Official Languages on the DFATD internet site.

#### 9.2 The Consultant

The Consultant will be responsible for undertaking the activities/tasks described below:

Phase I: Evaluation Design

- Deliver an updated literature review, prepare or update a conflict and risk analysis to inform the inception/scoping mission and conduct selective interviews as part of an inception/ scoping phase;



- Conduct an inception/scoping mission, contingent on security, to South Sudan to refine the evaluation questions, data collection methods and approach including logistical and security arrangements for the Evaluation Implementation phase;
- Debrief DFATD (in the field and at headquarters) on the inception/scoping mission either in person or by teleconference;
- Deliver a draft work plan, including the evaluation methodology and an updated evaluation matrix;<sup>15</sup>
- Respect the assigned level of effort per task and per evaluation team member. The Consultant must request approval from DFATD prior to any changes to the level of effort per task; and
- Select, contract and manage local consultants, as necessary.

#### Phase II: Evaluation Implementation

- Lead data collection in Canada and in the field;
- Provide DFATD's Development Evaluation Division with access to the evidence gathered during the evaluation in support of each finding, in a format agreed to by Development Evaluation Division. This could entail an evidence chart, or use of an agreed software package (evidence will be kept in a protected file);
- Debrief DFATD (in the field and at headquarters) on the preliminary evaluation findings following the completion of field mission;
- Draft the technical report and, following DFATD approval, the synthesis report;
- Discuss and validate the draft technical and synthesis reports with relevant focal points in DFATD;
- Revise and finalize the Synthesis Report based on feedback from DFATD's Development Evaluation Division and Development Evaluation Committee. This will include the Consultant's response to DFATD's comments on the draft Synthesis Report; and,
- Day-to-day implementation of the evaluation.

Note: The evidence chart is a tool to ensure that findings are based on solid/documented data, and triangulation has been done. DFATD does not request a specific format, but for each finding identified in the technical report, the evidence chart should summarize which groups of respondents said what (i.e. partner governments, donors, implementing agencies, civil society - do not include specific informant names); which groups provided similar comments for a given issue (how many respondents); and which documents were used to support each of the findings.

### 9.3 Advisory Committee

The South Sudan evaluation will be guided by an Advisory Committee. The Advisory Committee will be composed of the following formal members:

- A representative from the South Sudan Country Program;
- A representative from the Global Issues and Development Branch;
- A representative from Strategic Policy Branch;

132

<sup>15</sup> Requirements for the work plan have been identified based on OECD DAC 2010 *Quality Standards for Development Evaluation* and based on DFATD's specific quality standards. See Appendix 2 for a full description of the content of the work plan.

- A representative from the Partnership for Development Innovation Branch;
- A representative from START;
- A representative from the DFATD Office of the Inspector General Evaluation Division; and
- The Director of the Development Evaluation Division (chairperson).

The Advisory Committee will act as a consultative body to provide guidance and advice on:

- Strategic direction on the planning, implementation and reporting of this evaluation, including risks associated with conducting the evaluation;
- Review of, feedback on, and factual and contextual accuracy of the work plan and draft reports; and
- Coordination within the Department of any evaluation-related matters that may arise.

In addition, the evaluation will benefit from technical evaluation support from a Peer Reviewer with knowledge of South Sudan. This Peer Reviewer will provide technical advice on the literature review, work plan, technical report and synthesis report to DFATD.

## **10 Deliverables**

### **10.1 Work Plan**

Following a conflict and risk analysis (see Appendix 4 – Conflict Analysis for more details) and the inception/scoping mission, the Consultant will prepare a work plan that will operationalize the evaluation. The work plan will follow the template provided in Appendix 1 – Work plan Quality Standards and Definitions. Once approved by DFATD, the work plan will serve as a guide for the manner in which the evaluation is to be carried out.

The work plan will refine the information presented in these Terms of Reference to bring greater precision to the planning and design of the evaluation. It will be based on a preliminary review of the documentation, initial discussions with key stakeholders in the Development Evaluation Division, geographic, multilateral and partnership branches, as well as START.

### **10.2 Data Collection, Sampling and Analysis**

DFATD’s corporate evaluations of country programs have neither adequate resources nor the formal mandate to carry out detailed “project-level” assessments. Instead, program evaluations focus on assessing the contribution made by Canada’s portfolio of project investments to the achievement of program level intermediate outcomes. Relying on an assessment of program level activities (largely policy dialogue) and a sample of selected projects (excluding MNCH), the Consultant will also use secondary sources of data, including existing project and other corporate evaluations, including the on-going Thematic MNCH evaluation. Looking forward, the Consultant is expected to group the investments in each of the key thematic areas (or pillars), prioritize based on Canada’s value added and suggest programming approaches (including specific investments where relevant) for each, along with options based on levels of conflict.

Sampling could include purposive, cluster or representative, if relevant. This evaluation will depend significantly on the quality and quantity of evidence-based information that is accessible from different reliable sources, which will be gathered by the Consultant. The Consultant needs to ensure that the sample considers the following elements:



<b>Elements</b>	<b>Description</b>
Program coverage	The sample should comprise those DFATD Development and START projects whose indicators have been used to track progress on relevant program-level intermediate outcomes
Thematic coverage	Excluding MNCH, the projects selected represent at least half (50%) of the bilateral development Program's total budget and of the thematic spending
Channels of Cooperation	The projects selected will include those from bilateral, multilateral and partnership channels, as well as START
Delivery modalities	The sample should include, as appropriate: <ul style="list-style-type: none"> <li>- Multi-donor investments Program-Based Approaches (PBAs), including general or sector budget support, pooled funds, trust funds, etc.</li> <li>- Bilateral "directive" and "responsive" projects, including "multi-bi" projects where bilateral funds are channeled through a multilateral organization.</li> </ul>

The Consultant must ensure that its own approach and methodology obtains multiple lines of evidence including, if relevant, provision of a counterfactual comparison. The Consultant will ensure that its data-gathering methods include sex-disaggregated reporting on interviews, key informants, and other evidence sources, to the greatest extent possible. The Consultant will debrief DFATD staff following the field mission. Consideration could be given to the use of a case study or studies.

The Consultant will ensure that the analysis reflects the challenging programming context for South Sudan as well as the extent to which DFATD's programming reflects the Paris Declaration principles, the New Deal and the OECD principles and best practices for Fragile and Conflict-Affected States. Noting that the retrospective questions address accountability and some learning issues, while the prospective questions largely address learning and future program options and issues for DFATD staff and key stakeholders (see Appendix 3 – Suggested Evaluation Design Matrix for details), the Consultant will also ensure that the findings, conclusions and recommendations emerge from both the retrospective and prospective analyses.

### **10.3 Evaluation Reports**

The Consultant will prepare a draft and final technical report, and a final synthesis evaluation report that describe the evaluation and propose findings, conclusions, recommendations and lessons learned. These will make use of sex-disaggregated data and gender analysis to the extent possible. The Consultant will follow the standards provided in Appendix 2 – Evaluation Report Quality and Standards, unless DFATD approves an alternative one.

The Consultant is entirely responsible for the quality of the final report and will follow OECD/DAC (2010) Quality Standards for Development Evaluation and Treasury Board Secretariat Evaluation Standards. The Consultant is not to submit the draft evaluation report to stakeholders without DFATD's approval (DFATD is responsible to collect stakeholders comments). The Consultant is responsible for accurately representing and consolidating the inputs of the team members, stakeholders and DFATD in the final report.<sup>16</sup>

132

<sup>16</sup> As per the OECD/DAC Standards, "Relevant stakeholders are given the opportunity to comment on the draft report. The final evaluation report reflects these comments and acknowledges any substantive disagreements. In disputes about facts that can be verified, the evaluators investigate and change the draft where necessary. In the case of opinion or interpretation, stakeholders' comments are reproduced verbatim, in an annex or footnote, to the extent that this does not conflict with the rights and welfare of participants."

#### 10.4 Approval of Documents

Deliverables will be produced in English and presented to the Development Evaluation Division (DED) electronically (unless otherwise stated). Evaluation reports will follow the template of the DED requirements and standards in Appendices 2 and 3 of the Terms of Reference, which include the need to respect OECD/DAC (2010) Quality Standards for Development Evaluation and those established by the Treasury Board of Canada in its 2009 Policy on Evaluation.

Deliverables	Timeline
Conflict and Risk Analysis	<p>In order to inform the scope of the evaluation, the Consultant will produce a conflict and risk analysis based on OECD best practices within two (2) weeks following the signature of the contract</p> <p>Within two (2) weeks of receiving comments from DFATD, the Consultant will use the conflict and risk analysis to inform the inception/scoping mission and draft evaluation work plan</p>
Evaluation Work Plan	<p>The Consultant will submit a draft evaluation work plan within sixteen (16) weeks following the signature of the contract.</p> <p>Within two (2) weeks from receiving comments from DFATD, the Consultant will submit the final evaluation work plan.</p>
Field Mission De-brief	<p>The Consultant will prepare a formal debrief for DFATD development staff in Juba and at HQ following each mission, as well as START staff at HQ. This should take the form of a presentation.</p>
Technical Report	<p>Within six (6) weeks of the end of the data collection process, the Consultant will submit a draft of the technical report. DFATD will provide comments within three (3) to four (4) weeks from its receipt.</p> <p>Within two (2) weeks from receiving comments from DFATD, the Consultant will submit the final technical report.</p>
Evidence Chart	<p>The Consultant will submit an evidence chart based on the data gathered during the evaluation when submitting the technical report.</p>
Synthesis Report	<p>Within three (3) weeks of submitting the final technical report, the Consultant will submit a draft synthesis report. DFATD will provide comments within three (3) to four (4) weeks from its receipt.</p> <p>Within two (2) weeks from receiving comments from DFATD, the Consultant will submit the final synthesis report.</p>

## 11 Timeline

The anticipated completion date for this mandate is 12 months following the signature of the contract. The Consultant will produce the following deliverables based on the following timeline:

Activities & Deliverables	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12
First Team Meeting	X											
<b><u>Phase 1 Evaluation Design:</u></b>												
Document Review												
Interviews	X	X	X									
Conflict and Risk Analysis												
Inception/Scoping mission												
Evaluation Work Plan (draft)			X	X								
Evaluation Work Plan (final)				X								
<b><u>Phase 2 Evaluation Implementation:</u></b>												
Data Collection and Analysis				X	X	X						
Field mission debrief (presentation)						X						
Technical Report (draft)							X	X				
Evidence Chart								X				
Review of Technical Report by DFATD								X	X			
Technical Report (final)										X		
Synthesis Report (draft)											X	
Synthesis Report (final)												X

## 12 Description of the Team

The Consultant must provide a multi-disciplinary team to design and implement the South Sudan Evaluation, and assume responsibility for the Consultant's own in-country security arrangements. This team will include: an Evaluation Team Leader with extensive management and evaluation expertise and a maximum of three other team members that cover the following specialised areas (key areas indicated with an \*):

1. \*Gender equality
2. \*Children and Youth (including child and youth protection, MNCH, primary health care, health system strengthening and human resources for health)
3. \*Food Security (including agricultural production and value chains, food aid and nutrition)
4. \*Peace-building and stabilization in the context of conflict (including conflict prevention and resolution)
5. \*Governance (including human rights, public sector capacity building at the national and sub-national levels, electoral processes and accountability)
6. Policy dialogue
7. Advanced qualitative analysis (at least 5 years demonstrated experience)
8. Humanitarian assistance in the context of conflict

9. Environmental Sustainability

10. South Sudan (i.e. country context expertise)

Ideally the Evaluation Team will include experts from the East African region.

### **12.1 Evaluation Team Leader - Specific Responsibilities**

- Leadership and coordination of the work of the evaluation team in HQ and the field;
- Assessment of Program-level issues, including policy dialogue;
- Ensure quality assurance of the evaluation;
- Ensure quality of all written materials, including all deliverables; and,
- Ensure the delivery of professional results.

### **12.2 Other Professional Team Members - Specific Responsibilities**

Each of these resources will be responsible to conduct the following as requested by the Evaluation Team Leader:

- Complete field assignments, where required;
- Conduct interviews with relevant personnel;
- Produce analytical reports in their areas of speciality;
- Produce recommendations for appropriate action, based on analytical findings;
- Supervise local professionals, where required;
- Support the Evaluation Team Leader; and
- Provide specialized advice on key priorities of the South Sudan program evaluation.

### **12.3 Local Resources - Specific Responsibilities**

The Consultant is to identify relevant and appropriate local resources available in South Sudan that will ensure that the Consultant can independently plan and implement both missions (scoping/inception and data collection) with minimal to no assistance from the Canadian Embassy in Juba. Each of these resources will be responsible to conduct some or all of the following:

- Provide logistical support;
- Provide security advice, consistent with Embassy procedures;
- Provide interpretation, as required, for data collection and analysis;
- Participate in data collection and analysis including interviewing and enumeration; and
- Provide any other support for which local staff contributes added-value to the South Sudan Program evaluation.

### **12.4 Language Requirements**

The following resources must possess the following levels of proficiency in English:

Evaluation Team Leader

Oral = 4+ (Advanced Professional Proficiency, Plus)

Reading = 4+ (Advanced Professional Proficiency, Plus)

Writing = 4+ (Advanced Professional Proficiency, Plus)

**Sector Specialists**

Oral = 4 (Advanced Professional Proficiency)

Reading = 4 (Advanced Professional Proficiency)

Writing = 4 (Advanced Professional Proficiency)

**Local Resources**

Oral = 4 (Advanced Professional Proficiency)

Reading = 3 (General Professional Proficiency)

Writing = 2+ (Limited Working Proficiency, Plus)

The description associated with the language requirements can be consulted at the following Department of Foreign Affairs, Trade and Development website: [http://www.international.gc.ca/ifait-iaeci/test\\_levels-niveaux.aspx?lang=eng&view=d](http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng&view=d)



## Appendix 1 – Work Plan Quality Standards and Definitions<sup>17</sup>

The Consultant will prepare a work plan that will operationalize and direct the evaluation. The work plan will follow the outline provided below. Once approved by DFATD’s Development Evaluation Division, the work plan will serve as the operational guide for how the evaluation will be carried out.

The work plan will refine and elaborate on the information presented in these Terms of Reference to bring greater precision to the planning and design of the evaluation. It will be based on a literature review, discussions with key stakeholders and an inception mission. The work plan provides a review of evaluation issues, questions and indicators. The purpose, scope and draft evaluation issues/questions presented should be used by the Consultant to determine the most appropriate approach for the present evaluation. The methodology will be developed in line with the evaluation approach chosen and support the responses to evaluation questions using credible and robust evidence.

The methodology section of the work plan will explain and justify the selection of the proposed evaluation approach and will also specify and justify the evaluation design. Furthermore, it shall describe and explain the evaluation methodology and its application. It will detail the techniques proposed for data collection and analysis, including sampling techniques and methods. The choices made will be justified, and potential limitations and shortcomings will be explained. The Consultant will also include an Evaluation Matrix (see template in Appendix 2).

Subject	Quality Standard
Title Page	The title page states the: <ul style="list-style-type: none"> <li>• type of evaluation and the name of the project/program or theme being evaluated;</li> <li>• name of the organization to which the report has been submitted;</li> <li>• name and affiliation of the evaluators; and</li> <li>• date.</li> </ul>
Table of Contents	The evaluation work plan includes a table of contents at the beginning of the document.
List of Acronyms	The evaluation work plan includes a list of acronyms immediately following the table of contents.
Rationale and Purpose of the Evaluation	The rationale, purpose and intended use of the evaluation are stated clearly, addressing: why the evaluation is being undertaken, why at this particular point in time, for whom it is undertaken, and how the evaluation is to be used for learning and/or accountability functions.  The rationale and purpose should mirror those in the Terms of Reference. If not, proposed modifications are clearly explained and justified.
Specific Objectives of the Evaluation	The specific objectives of the evaluation clarify what the evaluation aims to find. The specific objectives are the same as in the Terms of Reference. If not, proposed modifications are clearly explained and justified.
Context of the Development Intervention	The work plan briefly describes the context of the development intervention, including: <ul style="list-style-type: none"> <li>• development agency, local government and partner’s policies, objectives and strategies;</li> <li>• development context, including socio-economic, political, cultural factors, particularly related to gender equality;</li> <li>• key issues for each of DFATD’s thematic priorities; and,</li> <li>• key issues for each of DFATD’s crosscutting themes (i.e. gender equality, environmental sustainability and governance).</li> </ul>
Evaluation Object and Scope	The development interventions being evaluated (the evaluation object) are clearly described and include: <ul style="list-style-type: none"> <li>• time period;</li> <li>• budget;</li> <li>• geographical area;</li> <li>• stakeholders (disaggregated by sex);</li> <li>• target groups;</li> <li>• expected outcomes;</li> <li>• components of the intervention;</li> </ul>

132

<sup>17</sup> Requirements for the work plan have been identified based on OECD DAC 2010 *Quality Standards for Development Evaluation* and based on DFATD’s specific quality standards.

	<ul style="list-style-type: none"> <li>organisational set-up; and</li> <li>implementation arrangements.</li> </ul> <p>If the evaluation scope encompasses the entire intervention, this is stated in the work plan. If on the other hand the evaluation scope is limited to a subset of the intervention, the subset scope is described in addition to the intervention. Other dimensions to be covered by the evaluation are also identified, if applicable.</p> <p>Modifications to the scope established in the Terms of Reference are clearly explained and justified.</p>
Previous Evaluations	The work plan identifies the key findings and recommendations from previous evaluations that will inform the evaluation (if applicable).
Explanation of the Evaluation Approach and Methodology	<p>A detailed explanation of the following components should be presented in the work plan:</p> <p>a) The evaluation approach (theoretical framework for the evaluation); and  b) The evaluation methodology (taking into consideration budget, time, data and political constraints):</p> <ul style="list-style-type: none"> <li>Description of proposed data sources</li> <li>Explanation of how data sources will be cross-validated</li> <li>Description and justification of the design chosen to answer questions</li> <li>Description and justification of the proposed techniques/instruments for data Collection and analysis, including those used to collect and analyse gender-sensitive data and information</li> <li>Explanation of the sampling and of each sample (e.g. stakeholders, numbers and gender of stakeholders, countries, regions, sites, sub-projects), including their representativeness and potential limitations. (A summary of the above is presented in the methodology section, while a complete and detailed explanation is provided in the annex)</li> <li>Narrative explanation of the evaluation matrix (the proposed matrix is completed and presented in an annex). N.B. In the event that a column is removed, this is explained and an acceptable justification is provided. Elements of the matrix which are “not applicable” or “not available” are identified as such (i.e. N/A is too vague and should not be used).</li> <li>Draft data collection protocols (guidelines for focus group discussions, interview questionnaires, observation checklists, etc.) are explained and presented in an annex; and,</li> <li>A draft list of individuals consulted for the work plan is in an annex.</li> </ul>
Reporting	<p>The work plan proposes a list of participants in and the content of debrief/validation sessions.</p> <p>A draft table of contents for the evaluation report is provided.</p>
Evaluation Management	<p>The work plan identifies the evaluation team members, their areas of expertise, their roles and responsibilities, and explains the management process established for the day-to-day administration of the evaluation process.</p> <p>This section should also explain the reasons for any major revision to the Terms of Reference schedule. A detailed final schedule should be provided in an annex.</p>
Annexes	<p>The evaluation work plan should include the following annexes:</p> <ul style="list-style-type: none"> <li>Proposed Evaluation Design Matrix;</li> <li>Sampling and proposed samples;</li> <li>List of documents consulted for the work plan;</li> <li>List of individuals consulted (Disaggregated by Affiliation and Sex) for the work plan;</li> <li>Logic Model;</li> <li>PMF;</li> <li>Summary of inception mission;</li> <li>Proposed Work Schedule;</li> <li>Terms of Reference (and amendments if applicable);</li> <li>Proposed Data Collection Protocols; and</li> <li>Proposed Table of Contents for the Evaluation Report</li> </ul>

## Appendix 2 – Evaluation Report Quality Standards and Definitions

DFATD requires that the following quality standards be met with respect to data used, and presented, in the Evaluation Reports:

- Validity: the extent to which the data collection strategies and instruments measure what they propose to measure;
- Reliability: consistency or dependability of data and evaluation judgments, with reference to the quality of the instruments, procedures and analyses used to collect and interpret evaluation data;
- Precision: data have a sufficient level of detail to present a fair picture of performance and enable management decision-making. Context is fully taken into account;
- Integrity: refers to proper manipulation of data; and
- Timeliness: data should be available and up to date enough to meet management needs.

The evaluation report should include the following:

SUBJECT	QUALITY STANDARD
Title Page	<p>The title page states the:</p> <ul style="list-style-type: none"> <li>• type of evaluation and the name of the project/programme or theme being evaluated;</li> <li>• name of the organization to which the report has been submitted;</li> <li>• name and affiliation of the evaluators; and,</li> <li>• date.</li> </ul>
Table of Contents	The evaluation report includes a table of contents at the beginning of the document.
List of Acronyms	The report includes a list of acronyms immediately following the table of contents.
Clarity and Representativeness of the Executive Summary	<p>The evaluation report contains an executive summary.</p> <p>The summary is complete and concise. It provides an overview of the report, highlighting the rationale, purpose and specific objectives of the evaluation, the intervention, the scope of the evaluation, the methodology used and the main findings, conclusions, recommendations and lessons of the evaluation.</p> <p>The sections on conclusions and recommendations represent roughly 40 % of the summary.</p>
Rationale and Purpose of the Evaluation	<p>The rationale, purpose and intended use of the evaluation are stated clearly, addressing: why the evaluation is being undertaken, why at this particular point in time, for whom it is undertaken, and how the evaluation is to be used for learning and/or accountability functions.</p> <p>Any modification to the rationale and purpose stated in the Terms of Reference is explained.</p>

SUBJECT	QUALITY STANDARD
Specific Objectives of the Evaluation	<p>The specific objectives of the evaluation clarify what the evaluation aims to find.</p> <p>Any modification to the specific objectives stated in the Terms of Reference is explained.</p>
Context of the Development Intervention	<p>The evaluation report describes the context of the development intervention, including:</p> <ul style="list-style-type: none"> <li>• development agency, local government and partners' policies, objectives and strategies;</li> <li>• development context, including socio-economic, political, cultural factors; and</li> <li>• key issues pertaining to each of DFATD's crosscutting themes (i.e. gender equality, environmental sustainability and governance).</li> </ul> <p>The evaluation identifies and assesses the influence of the context on the performance of the development intervention.</p>
Evaluation Object and Scope	<p>The development intervention being evaluated (the evaluation object) is clearly described, including the intervention logic or theory of change.</p> <p>The description of the intervention includes:</p> <ul style="list-style-type: none"> <li>• the time period;</li> <li>• budget;</li> <li>• geographical area;</li> <li>• stakeholders (disaggregated by sex);</li> <li>• target groups;</li> <li>• expected outcomes;</li> <li>• components of the intervention;</li> <li>• organisational set-up; and</li> <li>• implementation arrangements.</li> </ul> <p>The key findings of the assessment of the intervention logic submitted in the work plan are included when relevant.</p> <p>If the evaluation scope encompasses the entire intervention, this is stated in the report. If the scope is limited to a subset of the intervention, that subset is described in addition to the intervention. Other dimensions to be covered by the evaluation are also identified, if applicable.</p> <p>Modifications to the evaluation scope established in the Terms of Reference are explained.</p> <p>Discrepancies between the planned and the actual implementation of the development intervention are explained.</p>
Previous Evaluations	<p>Key findings and recommendations stemming from previous evaluations that have informed the current evaluation are mentioned (if applicable).</p>

SUBJECT	QUALITY STANDARD
Description of the Evaluation Approach and Methodology	<p>The evaluation report identifies the evaluation approach.</p> <p>The sources of information (documents, respondents, administrative data, literature, etc.) are described in sufficient detail to assess the adequacy of those sources.</p> <p>Information sources are cross-validated (triangulated) and the validity and reliability of the data collected is mentioned.</p> <p>Gaps in the collection of sex-disaggregated data and gender-sensitive information are mentioned and addressed.</p> <p>Where appropriate, the selection of case studies or samples is explained.</p> <p>Characteristics of each sample are provided: how it is selected, the rationale for the selection, and the limitations regarding the representativeness of the sample for interpreting evaluation results. Each sample is presented in detail in the annex.</p> <p>The report presents the design used for this evaluation</p> <p>The report presents the instruments/techniques used for data collection and analysis, including those used to collect and analyse gender-sensitive data and information.</p> <p>The evaluation report explains any limitations in process, methodology or data, and discusses their ensuing validity and reliability. In particular, limitations regarding data sources and sampling/samples, data collection and data analysis are explained.</p> <p>The final evaluation design matrix is included as an annex to the report.</p> <p>Data collection protocols (guidelines for focus group discussions, interview questionnaires, observation checklists, etc.) and other tools developed for the evaluation are presented in an annex.</p> <p>A complete list of individuals consulted (disaggregated by affiliation and sex) is included in an annex to the extent that it does not conflict with the privacy and confidentiality of participants.</p> <p>The neutrality of the evaluation process is stated. If such is not the case, the report indicates any obstruction of a free and open evaluation process, which may have influenced the findings.</p>
Evaluation Report	<p>The evaluation report is readily understood by the intended audience(s).</p> <p>The structure of the report allows for a clear and logical flow of information from beginning to end.</p>

SUBJECT	QUALITY STANDARD
	<p>The report is written at a level of quality and standard consistent with senior professional services (i.e. does not need to be significantly edited or re-written).</p> <p>Findings: refer to a factual statement (not conclusions), and they are based on evidence (aggregated in an evidence chart).</p> <p>Conclusions: refer to interpretations and judgments based on the findings.</p> <p>Recommendations: refer to proposed actions for management. They are supported by findings and linked to conclusions. DFATD expects recommendations to be:</p> <ul style="list-style-type: none"> <li>• clear about the action to be taken;</li> <li>• realistic about time and/or costs; and</li> <li>• where possible, presented as options associated with benefits and risks.</li> </ul>
Clarity of Analysis	<p>Reports should be balanced, highlighting DFATD development programming, and START programming, weaknesses as well as their strengths, and giving examples of success stories and less successful ones.</p> <p>The context section should include Baseline information and highlight the risks, challenges, and constraints of working in country.</p> <p>The evaluation issues identified by stakeholders should be stated up-front and followed through (in the sections on analysis, findings, conclusions, recommendations, and lessons).</p> <p>The evaluation report presents findings, conclusions, recommendations and lessons separately and with a clear and logical distinction between them.</p> <p>Gender analysis informs the findings, conclusions, recommendations and lessons.</p> <p>Findings are buttressed by evidence and flow logically from the analysis of data, showing a clear line of evidence to support the conclusions.</p> <p>Conclusions are substantiated by findings and analysis.</p> <p>Recommendations follow logically from the conclusions. The recommendations – no more than five – should be within the purview of the bilateral development program and START program, formulated in a way that allows each program to take concrete action within a reasonable time, and focused on the key changes that are most likely to significantly improve DFATD development and START programming results and performance.</p> <p>Lessons follow logically from the conclusions. Lessons should only be drawn if they represent contributions to general knowledge.</p>

SUBJECT	QUALITY STANDARD
	<p>Assumptions underlying key parts of the analysis are made explicit when appropriate.</p> <p>Ratings should be consistent with the conclusions.</p> <p>Lessons should be focused and specific enough to be useful to DFATD programs in the future.</p> <p>A risk profile should help to explain, to some extent, why the project or program did or not deliver on certain objectives or goals</p>
Evaluation Questions Answered	<p>The evaluation report answers all the questions detailed in the Terms of Reference for the evaluation.</p> <p>The original questions, as well as any revisions, removals or additions to these questions, are documented in the report to enable readers to assess whether the evaluation team has sufficiently addressed the questions, including those related to crosscutting themes, and met the evaluation objectives.</p>
Acknowledgement of disagreements within the evaluation team	<p>Evaluation team members have the opportunity to dissociate themselves from particular judgments and recommendations on which they disagree.</p> <p>Any unresolved differences of opinion within the team are acknowledged in the report.</p>
Incorporation of stakeholders' comments	<p>The final evaluation report reflects comments submitted by relevant stakeholders and acknowledges any substantive disagreements.</p> <p>In disputes about facts that can be verified, the evaluators investigate and change the draft where necessary.</p> <p>In the case of opinion or interpretation, stakeholders' comments are reproduced verbatim in an annex or footnote to the extent that this does not conflict with the rights and welfare of participants.</p>
Timeliness	<p>The evaluation is delivered in time to ensure optimal use of the results.</p>
Annexes	<p>The evaluation report includes the following annexes:</p> <ul style="list-style-type: none"> <li>• Evaluation Design Matrix;</li> <li>• Evaluation Samples;</li> <li>• List of Documents Consulted;</li> <li>• List of Individuals Consulted (Disaggregated by Affiliation and Sex);</li> <li>• Logic Model;</li> <li>• PMF;</li> <li>• Work Schedule;</li> <li>• Terms of Reference (and amendments if applicable); and</li> <li>• Data Collection Protocols.</li> </ul>

**Appendix 3 – Suggested Evaluation Design Matrix<sup>18</sup>**

Question & Sub-question	Type of sub-question <sup>19</sup>	Measure or indicator	Target or standard (normative)	Baseline data	Data source	Design <sup>20</sup>	Sample	Data collection instrument	Data analysis

**Proposed Evaluation Questions**

MAIN EVALUATION QUESTIONS	SUB-QUESTIONS
<b>RELEVANCE</b>	
1. To what extent have Canada's policy and program interventions responded to the needs of the population in South Sudan?	<p>1.1 Are the South Sudan Country Program, and START, intervening in the areas where they can make a difference, given Canada's comparative advantage among other donors?</p> <p>1.2 Among the international donor efforts in South Sudan, did Canada have a recognized value added; if so what was it?</p> <p>1.3 To what extent have country needs and context been taken into account by the South Sudan Country Program and START in designing current and future programming? In particular, have the differentiated needs of the population, and in particular of marginalized and vulnerable groups, such as women and girls, been taken into account?</p> <p>1.4 Are recommendations of the Multi-Donor Evaluation of Support to Conflict prevention and Peace building Activities in Southern Sudan (2005 – 2010) still valid for future programming?</p>
2. To what extent were the South Sudan Country Program and START, aligned with Canadian priorities?	<p>2.1 To what extent were funding decisions based on the South Sudan Country Development Program Framework, and Global Peace and Security Fund's (GPSF) Multi Year Strategic Framework (START)? Were these investments and policy dialogue efforts consistent with DFATD policies and priorities?</p> <p>2.2 Are currently planned investments and policy dialogue efforts likely to enable the achievement of the expected results of the South Sudan Program Country Strategy, and GPSF Multi Year Strategic Framework (START) in South Sudan?</p>

132

<sup>18</sup> Linda G. Morra Immas and Ray Rist, *The Road to Results: Designing and Conducting Effective Development Evaluations* (Washington DC: World Bank, 2009), 243.

<sup>19</sup> Questions are of three types: **Descriptive**, **Normative** and **Cause-and-Effect**.

<sup>20</sup> Designs can be selected from these three broad categories: **Experimental Designs**, **Quasi-experimental designs** and **Non-experimental designs**.



MAIN EVALUATION QUESTIONS	SUB-QUESTIONS
	2.3. Were the South Sudan Country Program and START, well aligned with the Whole-of-Government framework in place? What was the impact of this framework on the South Sudan Country Program, and START?
<b>EFFECTIVENESS</b>	
3. To what extent did Canada achieve its expected results in South Sudan?	<p>3.1 Are there documented examples of stability /poverty reduction outcomes across sectors? Were any unintended positive or negative results produced?</p> <p>3.2 Are the theories of change for the South Sudan Country Program and START in South Sudan sound, and based on valid assumptions? Are there alternative, more appropriate theories of change?</p> <p>3.3 Does the current provision of stabilization/reconstruction/ development assistance have an influence on state-building processes? Alternatives?</p> <p>3.4 Have interventions in addressing cross-cutting themes of gender equality, environmental sustainability and governance through policy dialogue efforts and project investments had an impact, intended or unintended?</p> <p>3.5 Was the selection of delivery modalities and partners appropriate relative to country context? What are the advantages and disadvantages of each delivery modality, including cost comparison, for South Sudan?</p> <p>3.6 Are current approaches, methods and metrics for designing and managing investments, particularly in the development areas of Food Security, Children and Youth (including MNCH), Advancing Democracy and Sustainable Economic Growth as well as stabilisation, appropriate given the country context? What are the priorities and/or are there alternatives to consider for future programming?</p> <p>3.7 Is the approach to capacity building compatible with the country context? Options to consider for future programming?</p>
4. To what extent was programming in South Sudan consistent with the OECD principles and best practices for Fragile and Conflict-Affected States?	<p>4.1 Based on past experience and the current context in South Sudan, was the selection of investments and partners the most effective to achieve results? Alternatives to consider for future programming?</p> <p>4.2 Were the criteria used to choose interventions relevant, to ensure that these interventions maximized relevance, effectiveness and value for money? Alternative criteria to consider?</p>

MAIN EVALUATION QUESTIONS	SUB-QUESTIONS
	<p>4.3. What role has Canada played in facilitating donor coordination and in mitigating the risks of program duplication and extensive reporting demands?</p> <p>4.4 Is there a policy dialogue strategy, including results it wants to achieve? Is there an alternative approach that would be more effective?</p> <p>4.5 Are there examples of policy dialogue efforts that led to change within government and/or other partners, including establishment of formal or informal networks, strengthening of partnerships?</p>
<p>5. To what extent were the South Sudan Country Program, and START, interventions in South Sudan coordinated with other DFATD delivery channels (Global Issues and Development Branch, and Partnership for Development Innovation Branch)?</p>	<p>5.1 To what extent was there dialogue, collaboration, and coordination among DFATD's development, humanitarian and stabilisation efforts in South Sudan?</p> <p>5.2 Are there examples of dialogue, collaboration and coordination among DFATD's development, humanitarian and stabilisation efforts that led to changes in DFATD priorities, programming and/or operations?</p> <p>5.3 Are lessons identified and incorporated into decision-making processes?</p>
<b>EFFICIENCY</b>	
<p>6. Were human and financial resources used appropriately for the outcomes achieved so far, in light of context, priorities and potential alternatives?</p>	<p>6.1 Did formal program documentation from the South Sudan Country Program and START, as well as informal guidance from senior management, give clear direction to the investment portfolio?</p> <p>6.2 Was the time needed for project and disbursement approvals appropriate?</p> <p>6.3 Are current tools and processes<sup>21</sup> appropriate for undertaking and monitoring programming in South Sudan? Are there alternatives?</p> <p>6.4 Have appropriate ways of dealing with risk that are based on OECD best practices been identified?</p> <p>6.5 Were timely corrective actions taken to resolve identified problems or modify the course of investments?</p>

MAIN EVALUATION QUESTIONS	SUB-QUESTIONS
<b>SUSTAINABILITY</b>	
7. What steps have been taken to create long term processes, structures, norms and institutions for peace and development in South Sudan?	<p>7.1 Did development and START programming address the causes and drivers of conflict and fragility? What would be the best practices?</p> <p>7.2 Were conditions created to implement more complex initiatives that tackle the causes of conflict? What are the best options for the donor community?</p> <p>7.3 To what extent is sustainability compromised by the recurrence of conflict? What can be reasonably envisioned in terms of sustainability considering the actual level of peace and development?</p>

## Appendix 4 - Conflict Analysis

The Consultant is expected to produce a conflict analysis to inform the design and methodology of the evaluation. Below is the guide developed for DFATD Development Programs. If the Consultant chooses to use this approach, for Sections 3 and 4, it is suggested that the Consultant consider focusing on how to deliver on the evaluation consultancy.

### Section 1 – Institutions and Processes

- Identify strengths and weaknesses in the formal and informal political, social, economic and cultural institutions / structures and processes that are key to managing conflict and building peace within society and between society and the state.
- How are these institutions / structures able to meet challenges associated with changes, trends, or shocks affecting one or more of the following seven areas of state performance: gender equality, governance, the economy, security and crime, human development, demography, the environment?
- What changes are (de)stabilising relations within society, or between social groups or movements, and that are affecting the authority, capacity, and legitimacy of the state to meet the expectations of society in these key domains of state performance?

### Section 2 – Drivers of Peace and Conflict / Fragility

- Identify key individuals, leaders, or change agents that are currently affecting how formal and informal norms, practices, institutions, structures and processes are evolving to manage conflict and build peace within society and between society and the state.
- Of those identified who, or which agents, are having important effects on the following areas of state performance: gender equality, customary law and practices, governance, the economy, security and crime, human development, demography, the environment, and natural resources?
- What are the drivers that are (de)stabilising relations within society, or between social groups or movements, and that are affecting the authority, capacity, and legitimacy of the state to meet the expectations of society in these key domains of state performance?

### Section 3 – Program Design / Response

- Prepare one or two high-level strategic goal statements that set out the programs' expected contribution to peace and to conflict prevention. Please take into consideration the New Deal's five Peacebuilding and Statebuilding Goals (PSGs).
- Based on the choice of thematic priority(ies), sub areas of focus and sectors:
  - how will the DFATD Development and START programming direction support key findings identified in Sections 1 and 2, and contribute to conflict prevention and peace?
  - how will the DFATD Development and START programming direction support key factors identified in Sections 1 and 2 and contribute to restoring and maintaining balance between the capacity, authority and legitimacy of the state, and the expectations of society in the seven key domains of state performance?
- Based on the operational configuration of DFATD Development and START programming:
  - how will management of day-to-day operations re-enforce and support the drivers in society that are building peace and effectively managing conflicts?
  - how will management of day-to-day operations re-enforce and support the restoration and maintenance of balance between the capacity, authority and legitimacy of the state, and the

expectations of society in the seven key domains of state performance: gender equality, governance, the economy, security and crime, human development, demography, the environment?

- Debrief DFATD (in the field and at headquarters) on the preliminary evaluation findings following the completion of field mission.
- List salient points on the following in relation to the top risks and mitigation strategies identified in the Risk Register.

•

## Section 5. Evaluation Criteria

### *Guidance to Bidders*

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

### **Relevant Definitions:**

- a. **“Assignment/project”**: means a specific mandate focusing on specific evaluation duties and tasks leading to evaluation deliverables such as an evaluation report.
- b. **“Bachelor’s Degree”**: means a post-secondary degree awarded to an individual after completion of an undergraduate course usually taking 8 semesters or 120 credits to complete.
- c. **“Doctorate”**: means the highest degree awarded by a university faculty or other recognized educational organization.
- d. **“Fragile and/or Conflict-Affected 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 tends 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.
- e. **“International Development”**: means the objective of promoting sustainable development in developing countries in order to reduce poverty and contribute to secure, equitable and prosperous world. The list of developing countries is available at the following website: [www.oecd.org/dac/stats/daclist](http://www.oecd.org/dac/stats/daclist)
- f. **“Master’s Degree”**: means a higher level of education obtained from a recognized college or university, typically requiring two years of study.
- g. **“Peacebuilding”**: means activities aimed at preventing violent conflict and building the foundations for long-term peace and development, particularly by addressing the root causes of conflict.
- h. **“Policy dialogue”**: means a series of deliberative activities that aid agencies use to influence the institutions and actors that craft key decisions, policies and processes affecting national development outcomes.
- i. **“Pooled funding”**: means donors contribute to a common account which typically uses a special arrangement negotiated with donors and government. This involves a certain degree of donor control or oversight, as financial reporting is expected to show how the pooled funds were used. This is considered sector budget support if the money is transferred into the partner country government's account to be mixed with domestic resources and used according to normal national procedures within the sector.
- j. **“Stabilization”**: means activities to help a country or community manage, recover or emerge from an upheaval such as a violent conflict, political strife or natural disasters leading to large-scale social unrest, in order to pave the way for long term peace and prosperity, including peacebuilding activities.
- k. **“Value chains”**: refers to the full range of production tasks and stages, that are required to bring a product from its conception, through its design, its sourced raw materials and intermediate inputs, its assembly, its marketing, its distribution and its support to the final consumer
- l. **“Year of Experience”**: means a minimum of 150 working days of work experience within a period of twelve (12) consecutive months.

4

<b>MANDATORY EVALUATION CRITERIA</b>	
<b>Item</b>	<b>Description</b>
M1.1	The Bidder must provide a completed, signed and dated Form TECH-6C - Commitment to Participate in the Project and Consent to Travel for each Proposed Personnel in TECH-5.
<b>Educational Experience</b>	
M 2.1	Using Form TECH-6A – Curriculum Vitae for Proposed Personnel, the Bidder must demonstrate that the proposed Evaluation Team Leader has a university degree.
<b>Professional Experience</b>	
M3.1	Using Form TECH-6A – Curriculum Vitae for Proposed Personnel, the Bidder must demonstrate, using specific and concrete examples, how the Evaluation Team Leader has at least eight (8) cumulative years’ experience working as an evaluator.
M3.2	Using Form TECH-6A – Curriculum Vitae for Proposed Personnel, the Bidder must demonstrate, using specific and concrete examples how the Evaluation Team Leader has at least and three (3) cumulative years’ experience as an evaluation Team Leader.
M3.3	Using Form TECH-6A – Curriculum Vitae for Proposed Personnel, the Bidder must demonstrate, using specific and concrete examples, that at least one of the Proposed Personnel has at least: <ul style="list-style-type: none"> <li>• 5 years of programmatic experience in Fragile or Conflict-Affected States; or</li> <li>• 5 years of technical experience in Fragile or Conflict-Affected States; or</li> <li>• 5 years of experience in evaluating projects in Fragile or Conflict-Affected States; or</li> <li>• 5 years of experience in evaluating programs in Fragile or Conflict-Affected States.</li> </ul>





<b>RATED EVALUATION CRITERIA</b>		
	<b>Description</b>	<b>Score</b>
R 2	<p><b>Bidder's Experience with Similar Assignments (maximum 36 points)</b></p> <p>Using one (1) Form TECH-4 - Bidder's Experience per Assignment, the Bidder should provide three different Assignments with at least one in the past 5 years, the other 2 within the past 10 years. Each Assignment should pertain to only one domain, as indicated in Form TECH-4. If the services provided within the Assignment cover more than one domain, please indicate only the most important one. Maximum 3 pages per Assignment, for a total of 9 pages.</p> <p>The Bidder should refer to the OECD/DAC (2010) Quality Standards for Development Evaluation (2010), Sections 2.1, 2.2, 2.3 for definitions.</p>	
R2.1	<p>The Bidder's experience with similar Assignments will be evaluated according to the 4 criteria below:</p> <ul style="list-style-type: none"> <li>• Nature of the Assignment;</li> <li>• Value of the evaluated program/thematic sector is \$5,000,000 or above;</li> <li>• Domain of experience (ideally evaluation experience (program/thematic), for a multilateral organization or national development agency client);</li> <li>• Experience in Fragile and/or Conflict affected states (Assignments that have at least 2 weeks substantial fieldwork involvement in fragile and/or conflict affected states).</li> </ul> <p>The preceding 4 criteria will be assigned a score (up to 2 points per criterion, for a maximum of 8 points per Assignment, total of 24 points). The assigned scores will either be: Met – 2 points or Not Met – 0 point.</p>	/24
R2.2	<p>The Bidder will be awarded points where individuals who participated in the Assignments are also Proposed Personnel. One point per Proposed Personnel that participated in one or more of the 3 Assignments, up to a maximum of 12 points.</p>	/12
	<b>Sub-Total – Bidder's Experience (maximum 92 points)</b>	<b>/92</b>

<b>RATED EVALUATION CRITERIA</b>		
<b>Description</b>		<b>Score</b>
<b>PROPOSED PERSONNEL'S EXPERIENCE</b>		
<b>1. Education (maximum 5 points)</b>		
R3.1	<p>Using Form TECH-6A – Curriculum Vitae for Proposed Personnel, the Bidder should demonstrate the highest level of education obtained by each member of Proposed Personnel and the professional training obtained related to evaluation. The level of education of each Proposed Personnel member will be scored in accordance with the following:</p> <ul style="list-style-type: none"> <li>• Doctorate or equivalent in a discipline directly relevant to the mandate of this evaluation: 4 points; OR</li> <li>• Master's degree or equivalent in a discipline relevant to the mandate of this evaluation: 3 points; OR</li> <li>• Doctorate or equivalent in the field of social sciences: e.g. political science, law, international affairs, economics, etc.: 2 points; OR</li> <li>• Master's degree or equivalent in the field of social sciences: e.g. political science, law, international affairs, economics, etc.: 1 point</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>• Significant additional professional training related to evaluation (specify): 1 point</li> </ul> <p>Points will not be awarded cumulatively; they will be taken from the curriculum vitae obtaining the highest total of points.</p>	/5
<b>Sub-Total – Education (maximum 5 points)</b>		<b>/5</b>
<b>2. Work Experience (maximum 108 points)</b>		
	<p>Using Form TECH-6B –Experience of Personnel, the Bidder should provide 3 Assignments for each Proposed Personnel, using specific and concrete example(s), demonstrating how requirements R4.1, 4.2 and 4.3 are met.</p> <p>Maximum of 3 pages per Assignment for the Evaluation Team Leader and maximum of 2 pages per Assignment for each of the other Proposed Members.</p>	
R4.1	<p><b>Experience in Fragile and Conflict-Affected States (maximum 12 points)</b></p> <p>The Proposed Personnel's combined experience in fragile and conflict-affected states will be evaluated according to the following criteria:</p> <ul style="list-style-type: none"> <li>• Number of Assignments, across all Proposed Personnel, related to implementing or evaluating development programs in fragile or conflict-affected states. <ul style="list-style-type: none"> <li>○ 2 points per Assignment, for a maximum of 12 points.</li> </ul> </li> </ul>	/12
R4.2	<p><b>Areas of Expertise and Cross-cutting Thematic Experience (maximum 48 points)</b></p> <p>The Proposed Personnel's combined experience in relevant areas of expertise and combined experience with the integration of cross-cutting themes into the evaluation process will be evaluated according to the criteria provided below.</p> <p><b>Areas of expertise</b></p> <p>Points will be awarded according to the Proposed Personnel's combined experience with the 10 areas of expertise identified below. Key areas identified with an (*) will be awarded 4 points each and other areas will be awarded 2 points</p>	/30

<b>RATED EVALUATION CRITERIA</b>	
<b>Description</b>	<b>Score</b>
<p>each for a maximum of 30 points.</p> <ol style="list-style-type: none"> <li>1. *Gender equality</li> <li>2. *Children and Youth (including child and youth protection, MNCH, primary health care, health system strengthening and human resources for health)</li> <li>3. *Food Security (including agricultural production and value chains, food aid and nutrition)</li> <li>4. *Peace-building and stabilization in the context of conflict (including conflict prevention and resolution)</li> <li>5. *Governance (including human rights, public sector capacity building at the national and sub-national levels, electoral processes and accountability)</li> <li>6. Policy dialogue</li> <li>7. Advanced qualitative analysis (at least 5 years demonstrated experience)</li> <li>8. Humanitarian assistance in the context of conflict</li> <li>9. Environmental Sustainability</li> <li>10. South Sudan (i.e. country context expertise)</li> </ol> <p><b>Cross-cutting themes</b></p> <p>The Proposed Personnel’s experience should also include the three (3) cross-cutting themes (see below). Points will be awarded according to the Proposed Personnel’s combined experience of either integrating cross-cutting themes into projects or programs, or evaluating projects, programs, and initiatives on their level of integration of these cross-cutting themes. For the purpose of this requirement:</p> <ul style="list-style-type: none"> <li>• “<i>Fully integrated</i>” means full consideration of the particular thematic issue at all stages of the process, i.e. integration of thematic issue in the ToRs, workplan and final report (i.e. findings , conclusions and recommendations/lessons learned), as well as at multiple levels of analysis (i.e. individual, household, and/or institutional) and ;</li> <li>• “<i>Addressing the issue</i>” means: only integrating these issues at some stages of the process; and/or only considering a single level of analysis in-depth.</li> </ul> <ol style="list-style-type: none"> <li>1. Cross-cutting theme 1: Gender Equality (up to 6 points) <ul style="list-style-type: none"> <li>○ 2 points for any Assignment fully integrating a Gender Equality approach in the project/program or evaluation;</li> <li>○ 1 point for any Assignment addressing the issue of Gender Equality.</li> </ul> </li> <li>2. Cross-cutting theme 2: Environmental Sustainability (up to 6 points) <ul style="list-style-type: none"> <li>○ 2 points for any Assignment integrating an environmental sustainability approach in the project/program or evaluation;</li> <li>○ 1 point for any Assignment addressing the issue of Environmental Sustainability.</li> </ul> </li> <li>3. Cross-cutting theme 3: Governance (including advancing democracy and public sector capacity building) (up to 6 points) <ul style="list-style-type: none"> <li>○ 2 points for any Assignment integrating a governance approach in the project/program or evaluation;</li> <li>○ 1 point for any Assignment addressing the issue of governance.</li> </ul> </li> </ol>	/18



<b>RATED EVALUATION CRITERIA</b>		
	<b>Description</b>	<b>Score</b>
	<p><b>c) Leadership Experience.</b> The Bidder should demonstrate that the proposed individual for the Team Leader has experience leading an evaluation team. (up to 3 points per Assignment)</p> <ul style="list-style-type: none"> <li>• Experience leading an evaluation team evaluating a program in a fragile or conflict affected state of similar complexity and scope (3 points);</li> <li>• Experience leading an evaluation team evaluating an initiative in a fragile or conflict affected state (2 points);</li> <li>• Experience leading an evaluation team (1 point).</li> </ul>	/9
	<b>Sub-Total – Work Experience (maximum 108 points)</b>	/108
<b>3. Proposed Approach to Implement the Mandate (maximum 95 points)</b>		
	The Bidder should demonstrate how it meets requirements 5.1 and 5.2 below.	
R5.1	<p><b>Proposed Evaluation Methodological Approach</b> (maximum 85 points) (maximum 8 pages)</p> <p>Using a narrative text, the Bidder should propose how it will undertake the current mandate by proposing a methodological approach to the evaluation. The Bidder should identify and demonstrate the extent to which:</p> <ol style="list-style-type: none"> <li>1. The evaluation methodological approach (conceptual framework), is in line with: <ul style="list-style-type: none"> <li>• The purpose of the evaluation;</li> <li>• The scope of the evaluation; and</li> <li>• The evaluation questions.</li> </ul> </li> </ol> <p>The methodological approach will be assessed based on the following 5 criteria:</p> <ol style="list-style-type: none"> <li>a. The description is written in a plain language: i.e. written for the reader in a style that is clear and concise;</li> <li>b. The description provides a rationale for the choice of the proposed approach including a counter-argument. (i.e. Why this approach rather than another one?);</li> <li>c. The description provides a clear explanation of how the chosen approach will ensure that the purpose of the evaluation will be fulfilled;</li> <li>d. The description provides a clear explanation of how the chosen methodological approach will ensure that all four elements (relevance, effectiveness, efficiency and sustainability) of the scope will be covered; and</li> <li>e. The description provides a clear explanation of how the chosen methodological approach will ensure that all main questions will be answered, as defined in article 7 Evaluation Criteria and Questions from the Terms of Reference.</li> </ol> <p>The preceding 5 criteria will be assigned a score (up to 3 points per criterion, for a maximum total of 15 points). The assigned scores will either be: Met – 3 points; Partially Met – 2 points; or Not Met – 0 point.</p>	/15



**Section 6. Standard Form of Contract**

**STANDARD FORM OF CONTRACT**

**Consulting and  
Professional Services**  
Time-Based Contract



## Contents

A. Contract.....	88
I. General Conditions (GC) of Contract.....	89
1. General Provisions.....	89
1.1 Definitions.....	89
1.2 Relationship Between the Parties.....	91
1.3 Law Governing the Contract, permits, licenses, etc. ....	91
1.4 Headings .....	92
1.5 Priority of Documents.....	92
1.6 Notices .....	92
1.7 Location .....	92
1.8 Authority of Member in Charge .....	92
1.9 DFATD Authorities .....	92
1.10 Successors and Assigns.....	92
1.11 Certifications provided in the Proposal.....	92
1.12 Conflict of Interest .....	93
1.13 Translation of Documentation .....	93
1.14 Severability .....	94
2. Commencement, Completion, Modification and Termination of Contract.....	94
2.1 Effective date of Contract .....	94
2.2 Period of Contract .....	94
2.3 Amendment and Waiver .....	94
2.4 Contract Approvals .....	94
2.5 Time of the essence.....	94
2.6 Excusable Delay.....	94
2.7 Suspension of Services .....	95
2.8 Termination due to default of Consultant.....	96
2.9 Termination for Convenience .....	97
2.10 Cessation of Rights and Obligations.....	97
2.11 Assignment of Contract .....	97
3. Obligations of the Consultant .....	98
3.1 General.....	98
3.2 Confidentiality and privacy.....	99
3.3 Insurance to Be Acquired by the Consultant .....	99
3.4 Security Requirements .....	100
3.5 Initial Visit and Audit .....	101
3.6 Liability.....	101
3.7 Ownership of Intellectual and Other Property Including Copyright .....	102
3.8 Intellectual Property Infringement and Royalties .....	105
3.9 Equipment, Vehicles and Materials .....	106
3.10 Use of DFATD/ Recipient Country property, facilities and electronic media ..	106
3.11 International sanctions .....	106
3.12 Public recognition .....	107

4. Consultants' Personnel.....	107
4.1 General .....	107
4.2 Working Hours, Leave, etc. ....	107
4.3 Language Requirements.....	107
4.4 Replacement of Personnel.....	107
4.5 Harassment in the workplace .....	108
4.6 Improper conduct or abandonment of position.....	108
5. Obligations of DFATD .....	108
5.1 Method of Payment.....	108
6. Payments to the Consultant.....	108
6.1 Contract Amount and Limitation of Expenditure .....	108
6.2 Basis of Payment.....	110
6.3 Currency of Payment .....	111
6.4 Performance Guarantee.....	111
6.5 Mode of Billing and Payment .....	111
6.6 Final Payment .....	112
6.7 Right of Set-Off .....	112
6.8 Interest on Overdue Accounts.....	112
6.9 Debts left in the Recipient Country .....	113
7. Settlement of Disputes .....	113
7.1 Alternate dispute resolution .....	113
II. Special Conditions (SC) of Contract.....	114
III. Annexes.....	122
Annex A – Basis of Payment .....	123
Annex B – Terms of Reference (TOR).....	124
Annex C - Security Requirements Check List (SRCL) .....	125

---

**CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES**

between

Department of Foreign Affairs, Trade and Development  
[DFATD]

and

---

[Name of the Consultant]

---

[Address of the Consultant]

in relation to

***Evaluation of DFATD Programming in South Sudan***

## A. Contract

### TIME-BASED

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

*OR*

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

The following form an integral part of this Contract:

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

Annex A:	Basis of Payment
Annex B:	Terms of Reference
Annex C:	Security Requirements Check List

*[Not used]*

# I. General Conditions (GC) of Contract

## 1. GENERAL PROVISIONS

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

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

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

- business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
- (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
  - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
  - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (v) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the SC.
  - (w) **“Reimbursable Expenses”** means the out-of-pocket expenses, which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
  - (x) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
  - (y) **“Services”**, unless otherwise expressed in the Contract, means everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Annex B, Terms of Reference, to the Contract.
  - (z) **“Sub-consultant”** means a person or entity or entities contracted by the Consultant to perform specific services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-consultant is part of the Personnel.
  - (aa) **“Technical Authority”** means the DFATD Representative responsible for all matters concerning the technical requirement under the Contract. The Technical Authority for this Contract is specified in the SC.
  - (bb) **“Terms of Reference”** means the document included as Annex B, Terms of Reference.
  - (cc) **“Third Party”** means any person or entity other than DFATD and the Consultant.
  - (dd) **“Travel Status”** means travel approved in writing by the Technical Authority directly related to the Services.

## **1.2 Relationship Between the Parties**

- 1.2.1 This is a Contract for the performance of Services for the benefit of the Recipient Country. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between DFATD and the Consultant. The Consultant is engaged by DFATD under the Contract as an independent Consultant for the sole purpose of providing the Services for the benefit of the Recipient Country. The Consultant, its Personnel, Contractors and Local Support Staff are not engaged under the Contract as employees, servants, partners or agents of DFATD and must not represent themselves as an agent or representative of DFATD or anyone. The Consultant is solely responsible for any and all payments, deductions, and/or remittances required by law in relation to its Personnel, Contractors and Local Support Staff.

## **1.3 Law Governing the Contract, permits, licenses, etc.**

- 1.3.1 The Contract must be interpreted and governed and the relations between the Parties determined by the laws in force in the Canadian province specified in the SC. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.

- 1.3.2 The Consultant must obtain and maintain at its own cost all permits, license regulatory approvals and certificates required to perform the Services. If requested by the Contracting Authority, the Consultant must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.
- 1.4 Headings** 1.4.1 The headings will not limit, alter or affect the meaning of this Contract.
- 1.5 Priority of Documents** 1.5.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list.
- (a) Special Conditions of Contract (SC);
  - (b) General Conditions of Contract (GC);
  - (c) Annex A: Basis of Payment;
  - (d) Annex B: Terms of Reference;
  - (e) Annex C: Security Requirements Check List (if applicable); and
  - (f) The Consultant's Proposal.
- 1.6 Notices** 1.6.1 Where in the Contract any notice, request, direction or other communication is required to be given or made by either Party, it will be in writing and is effective if delivered in person, by courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be addressed to the Party for whom it is intended at the address specified in the SC. Any notice will be effective on the day it is received at that address. The address of either Party may be changed by notice in the manner set out in this GC.
- 1.7 Location** 1.7.1 The Services will be performed at locations specified in Annex B, Terms of Reference, and, where the location of a particular task is not so specified, at such locations as DFATD may specify and/or approve.
- 1.8 Authority of Member in Charge** 1.8.1 If the Consultant consists of a consortium or joint venture, the Members authorize the entity specified in the SC (i.e. the Member in charge) to act on their behalf in exercising all the Consultant's rights and obligations towards DFATD under this Contract, including without limitation, the receiving of instructions and payments from DFATD.
- 1.9 DFATD Authorities** 1.9.1 Only the Contracting and Technical Authorities specified in the SC are authorized to take any action or execute any documents on behalf of DFATD under this Contract.
- 1.10 Successors and Assigns** 1.10.1 The Contract will ensure to the benefit of and be binding upon the Parties and their lawful heirs, executors, administrators, successors and permitted assigns.
- 1.11 Certifications provided in the Proposal** 1.11.1 Ongoing compliance with the certifications provided by the Consultant in its proposal is a condition of the Contract and subject to verification by DFATD during the entire period of Contract.
- 1.11.2 If the Consultant does not comply with any certification included in its proposal, or if it is found that the Consultant has omitted to declare, prior to entering into this Contract or during the period of Contract, any conviction or sanction, or if it is determined that any certification made by the Consultant in its Proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to the GC 2.8, to terminate the Contract.
- 1.11.3 Unless otherwise indicated in the SC, the Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Human Resources and Skills Development Canada (HRSDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "Federal Contractors



Program Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Consultant in default as per the terms of the Contract.

- 1.12 Conflict of Interest**
- 1.12.1 Given the nature of the work to be performed under this Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the Consultant acknowledges that it will not be eligible to bid, either as a Consultant or as a Sub-consultant or Contractor (including as an individual resource) or to assist any Third Party in bidding on any requirement relating to the work performed by the Consultant under this Contract. DFATD may reject any future proposal for which the Consultant would be the Bidder or may be otherwise involved in the proposal, either as a Sub-consultant or a Contractor, as an individual resource, or as someone (either itself or its employees) who may have advised or otherwise provided assistance to the Bidder.
- 1.12.2 The Consultant acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c.9, s.2), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.
- 1.12.3 The Consultant declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person with a view of influencing the entry into the Contract or the administration of the Contract.
- 1.12.4 The Consultant must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Consultant must have no financial interest in the business of a Third Party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Consultant must immediately declare it to the Contracting Authority.
- 1.12.5 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event that the Consultant becomes aware of any matter that causes or is likely to cause a conflict in relation to the Consultant's performance under the Contract, the Consultant must immediately disclose such matter to the Contracting Authority in writing.
- 1.12.6 If the Contracting Authority is of the opinion that a conflict exists as a result of the Consultant's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Consultant to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Consultant, its Personnel, or Contractors, which may or may appear to impair the ability of the Consultant to perform the Services diligently and independently.
- 1.13 Translation of Documentation**
- 1.13.1 The Consultant agrees that DFATD may translate in the other official language any documentation delivered to DFATD by the Consultant that does not belong to DFATD under the GC 3.7 and 3.8. The Consultant acknowledges that DFATD owns the translation and that it is under no obligation to provide any translation to the Consultant. DFATD agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. DFATD acknowledges that the Consultant is not responsible for any technical errors or other problems that may arise as a result of the translation.

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

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

- 2.2 Period of Contract** 2.2.1 The period of Contract is established in the SC.

- 2.3 Amendment and Waiver** 2.3.1 Any changes to the Services will only be valid if effected by means of a written amendment to the Contract executed by the Parties on a document entitled "Amendment".
- 2.3.2 A waiver of any condition or right of the Contract by a Party is only valid if it is made in writing by the Contracting Authority or by a duly authorized representative of the Consultant.
- 2.3.3 A waiver of any condition or right of the Contract will not prevent a Party from enforcing that right or condition in the case of a subsequent breach.

- 2.4 Contract Approvals** 2.4.1 Acceptance of Deliverables
- The Consultant will provide the Technical Authority with deliverables detailed in Annex B, Terms of Reference, for approval within the established timeframe.
- 2.4.2 Delays Related to Approval
- (a) The Technical Authority may request modifications to the deliverables through a notice as described in the GC 1.6.
- (b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within the timeframe specified in the SC.

- 2.4.3 Replacement of Personnel by an Individual with Equivalent Qualifications
- Where the Consultant proposes to replace any member of the Consultant's Personnel assigned to an existing position(s) with a substitute with equivalent or better qualifications and experience in accordance with the GC 4.4, the change must be approved by the Technical Authority. In such case, Fees related to the position remain unchanged.
- The approval of replacement of Personnel for existing position(s) is to be made through a written notice by the Technical Authority or through an amendment to the Contract.

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

- 2.6 Excusable Delay** 2.6.1 A delay in the performance by the Consultant of any obligation under the Contract that is caused by an event that:
- (a) is beyond the reasonable control of the Consultant;
- (b) could not reasonably have been foreseen;
- (c) could not reasonably have been prevented by means reasonably available to the Consultant; and

(d) occurred without the fault or neglect of the Consultant

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

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

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

(a) suspend the Services or part of the Services for up to 180 Days in accordance with the GC 2.7 below or

(b) terminate the Contract for convenience in whole or in part as per the GC 2.9.

2.6.4

(a) During the first 3 months following the Excusable Delay event, DFATD will pay incurred unavoidable costs as detailed and approved by the Contracting Authority in the work around plan. These costs may include but are not limited to : Fees for long term Personnel in the Recipient Country and Reimbursable Expenses such as expenses of the local office (electricity, rent, etc.) and any other costs mutually agreed to by both Parties

(b) In case of suspension of the Services after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.7.2;

(c) In case of termination after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.9.2, 2.9.3 and 2.9.4.

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

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

## **2.7 Suspension of Services**

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

2.7.2 When an order is made under the GC 2.7.1, unless the Contracting Authority terminates the Contract by reason of default by the Consultant or the Consultant

abandons the Contract, the Consultant will be entitled to be paid its additional costs incurred, as DFATD considers reasonable as a result of the suspension order.

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

**2.8  
Termination  
due to default  
of Consultant**

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

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

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

2.8.4 Upon termination of the Contract under this GC 2.8, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. In such case, subject to the deduction of any claim that DFATD may have against the Consultant arising under the Contract or out of the termination, DFATD will pay or credit to the Consultant:

- (a) the value of the Fees for all completed parts of the Services performed and accepted by DFATD in accordance with the Contract;
- (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted by DFATD prior to the date of the termination notice; and
- (c) any other allowable Reimbursable Expenses that DFATD considers reasonable in respect to anything else delivered to and accepted by DFATD.

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

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

- 2.9 Termination for Convenience**
- 2.9.1 At any time before the end of the Contract, the Contracting Authority may, by giving notice in writing to the Consultant, terminate for convenience the Contract or part of the Contract. Once such notice of termination for convenience is given, the Consultant must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 2.9.2 If a termination notice is given pursuant to the GC 2.9.1, the Consultant will be entitled to be paid for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Consultant has not already been paid or reimbursed by DFATD. The Consultant will be paid:
- (a) Fees for all Services performed and accepted before or after the termination notice in accordance with the provisions of the Contract and with the instructions contained in the termination notice;
  - (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted prior to the date of the termination notice; and
  - (c) all costs DFATD considers reasonable incidental to the termination of the Services incurred by the Consultant excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Consultant is obligated by statute to pay.
- 2.9.3 DFATD may reduce the payment in respect of any part of the Services, if upon verification it does not meet the requirements of the Contract.
- 2.9.4 Upon termination of the Contract under this GC 2.9, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. The total of the amounts, to which the Consultant is entitled to be paid under this GC 2.9, together with any amounts paid, due or becoming due to the Consultant must not exceed the Contract price. The Consultant will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by DFATD under this GC 2.9 except to the extent that this GC 2.9 expressly provides.
- 2.10 Cessation of Rights and Obligations**
- 2.10.1 Upon termination of this Contract pursuant to the GC 2.7, 2.8, or 2.9, or upon expiration of this Contract pursuant to the GC 2.2, all rights and obligations of the Parties will cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or expiration;
  - (b) the obligation of confidentiality set forth in the GC 3.2;
  - (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in the GC 3.5; and
  - (d) any right which a Party may have under the Law governing the Contract as specified in 1.3.1.
- 2.11 Assignment of Contract**
- 2.11.1 The Consultant must not assign the Contract without first obtaining the written consent of the Contracting Authority. An assignment agreement signed by the Consultant and the assignee must be provided to DFATD before such consent for assignment is given. Any assignment made without that consent is void and will have no effect.

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

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

##### Standard of Performance

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

##### Warranty by Consultant

- 3.1.2
- (a) In line with fundamental principles of human rights that are embedded in the Canadian Charter of Rights and Freedoms, DFATD prohibits discrimination based race, national or ethnic origin, colour, religion, sex, age or mental or physical disability. The Consultant represents and warrants that:
    - (i) it agrees to abide with any governing law protecting individuals against any manner of discrimination regardless of location of work;
    - (ii) it must not discriminated with respect to individuals' eligibility to participate as a beneficiary of the development initiative beyond what is targeted in the Terms of Reference of this Contract.
  - (b) The Consultant represents and warrants that:
    - (i) It is competent to render the Services;
    - (ii) It has everything necessary to render the Services, including the resources, facilities, labour, technology, equipment, and materials; and
    - (iii) It has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to render the Services.
  - (c) The Consultant must:
    - (i) Render the Services diligently and efficiently;
    - (ii) Use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
    - (iii) Render the Services in accordance with standards of quality acceptable to DFATD and in full conformity with the Terms of Reference and all the requirements of the Contract; and
    - (iv) Provide effective and efficient supervision to ensure that the quality of Services meets the requirements of the Contract.
  - (d) The Services must not be performed by any person who, in the opinion of DFATD, is incompetent, unsuitable or has been conducting himself/herself improperly.
  - (e) All Services rendered under the Contract must, at the time of acceptance, conform to the requirements of the Contract. If the Consultant is required to correct or replace the Services or any part of the Services, it must be at no cost to DFATD.

- Evaluation of Performance*** 3.1.3 DFATD will evaluate the performance of the Consultant during the term of the Contract and/ or upon completion of the Services.
- 3.2 Confidentiality and privacy**
- 3.2.1 The Consultant must keep confidential all information provided to the Consultant by or on behalf of DFATD in connection with the Services, including any information that is confidential or proprietary to Third Parties, and all information conceived, developed or produced by the Consultant as part of the Services when copyright or any other intellectual property rights in such information belongs to DFATD under the Contract. The Consultant must not disclose any such information without the written permission of DFATD. The Consultant may disclose to a Sub-consultant and/or Contractor any information necessary to perform the subcontract as long as the Sub-consultant and/or Contractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
- 3.2.2 The Consultant agrees to use any information provided to the Consultant by or on behalf of DFATD only for the purpose of the Contract. The Consultant acknowledges that all this information remains the property of DFATD or the Third Party, as the case may be. Unless provided otherwise in the Contract, the Consultant must deliver to DFATD all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as DFATD may require.
- 3.2.3 Subject to the *Access to Information Act* (R.S.C. 1985, c. A-1) and to any right of DFATD under the Contract to release or disclose, DFATD will not release or disclose outside the Government of Canada any information delivered to DFATD under the Contract that is proprietary to the Consultant, Sub-consultant or a Contractor.
- 3.2.4 The obligations of the Parties set out in this GC 3.2 do not apply to any information if the information:
- (a) is publicly available from a source other than the other Party; or
  - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - (c) is developed by a Party without use of the information of the other Party.
- 3.2.5 Wherever possible, the Consultant will mark or identify any proprietary information delivered to DFATD under the Contract as “Property of (Consultant's name), permitted Government uses defined under DFATD Contract No. (fill in contract number)”. DFATD will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 3.3 Insurance to Be Acquired by the Consultant Insurance Specified by DFATD**
- 3.3.1 The Consultant must acquire and maintain insurance specified in the SC at its own cost. Such insurance must be in place within 10 Days from the signature of the Contract for the duration of the period of the Contract as established in the GC 2.2.
- Additional Insurance*** 3.3.2 The Consultant is responsible for deciding if insurance coverage other than that specified in the SC is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Consultant’s own expense, and for its own benefit and protection.

**Insurance Certificates** 3.3.3 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, the proof of insurance issued by an insurance company or insurance broker rated as A++ to B++ by A.M. Best in the form of a certificate or certificates confirming that the insurance is in force.

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

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

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

**Consultant's responsibility to safety and protection of Personnel and Sub-consultants**

**3.4.2 Obligations Related to Security**

- (a) The Consultant is responsible to ensure its own security and the security of its Personnel. DFATD assumes no responsibility for their security.
- (b) The Consultant recognizes that work involved in this Project could expose it and its Personnel to serious risks of injury and/or death.
- (c) The Consultant is responsible to fully and openly disclose to its Personnel the inherent risks of the Project.
- (d) The Consultant is also responsible to keep itself and its Personnel informed of any «Travel Reports and Warnings» issued by the Canadian Department of Foreign Affairs, Trade and Development.

The security provisions applicable to Afghanistan contracts are specified in the SC.

**3.4.3 Security Measures**

- (a) Except for Afghanistan contracts, it is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. If the Consultant determines that a security plan is necessary, the Consultant will develop, adapt and implement a security plan based on international best practices in this area, taking the following into consideration:
  - i. Security related issues and challenges in general, and within the Project area;
  - ii. Local customs, laws and regulations;
  - iii. Restrictions and protocols for movement in the Project area, where applicable;
  - iv. Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required;
  - v. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.);
  - vi. Evacuation, including emergency medical evacuation, procedures;
  - vii. Abduction/Missing person protocol(s); and
  - viii. Processes for security awareness updates, as required.
- (b) The security provisions applicable to Afghanistan contracts are specified in the SC.

**For all contracts:**

- (c) The Consultant should also put in place for itself and its Personnel, but not limited to, the following:
  - i. Hospitalization and medical treatment arrangements;



- ii. Mortuary affairs arrangements;
- iii. Procedures for expected conduct and discipline;
- iv. Health and safety protocols as well as insurance requirements; and
- v. Critical incident management procedures, which should be in accordance with the Consultant's internal policies and harmonized, where practicable, with the Canadian Embassy consular procedures.

#### **3.4.4 Personnel**

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

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

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

#### **3.4.5 Sub-consultants and Contractors**

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

### **3.5 Initial Visit and Audit**

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

3.5.2 All costs incurred under this Contract may be subject to audit, at the discretion of DFATD, by DFATD's designated audit representatives. The Consultant will keep proper accounts and records of the cost of the Services and of all expenditures or commitments made by the Consultant, including the invoices, receipts and vouchers, which will be open to audit and inspection by the authorized DFATD Representatives who may make copies and take extracts there from. The Consultant must make facilities available for audit and inspection and must furnish the authorized DFATD Representatives with such information as DFATD, may from time to time require with reference to the documents referred to in the Contract. The Consultant must not dispose of the documents referred to in the Contract without the written consent of the Contracting Authority, and must preserve and keep them available for audit and inspection for a period of 7 years following completion of the Contract.

### **3.6 Liability**

3.6.1 The Consultant is liable for any damage caused by the Consultant, its Personnel, Local Support Staff, Contractor(s) or agents to DFATD or any Third Party. DFATD is liable for any damage caused by DFATD, its employees or agents to the Consultant or any Third Party. The Parties agree that no limitation of liability or

indemnity provision applies to the Contract unless it is specifically incorporated in full text in the GCs or SCs. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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

3.7.1 The following definitions apply to this GC.

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

**Licenses and Assignments**

Beneficiaries of the assistance project

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

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

- (a) to do the acts reserved to the owner by the applicable national law, or the acts reserved to the owner by the applicable law in Canada if there is no national law; and

(b) to grant a sub-licence to any person, free of charge and royalty-free, authorizing the sub- licensee to do any or all of the acts mentioned in paragraph (a).

### 3.7.3 Assignment of rights in lieu of a licence

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

### **Her Majesty**

### 3.7.4 Licence for any work created under the contract for the needs of beneficiaries

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

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

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

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

### Licence for works created outside the Contract

### 3.7.6 For any work created outside the Contract that is included as a component of or associated as a complement to the work created under the Contract, the Consultant grants to the beneficiary and grants to Her Majesty, in consideration of the price of its services under the Contract, a licence identical to those stipulated in sections 3.7.2 and 3.7.4.

### Moral rights

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

### Ownership symbol and public recognition

### 3.7.8 The Consultant must ensure that:

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

#### Transfer of Obligations

##### 3.7.9 Transfer of Obligations to Employed Creators

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

##### 3.7.10 Transfer of Obligations to any Contractual Network of the Consultant

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

#### Description of works

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

#### Copies to be delivered

- 3.7.12 Unless otherwise specified in Annex B, Terms of Reference, the Consultant must deliver to the Technical Authority, prior to final or last payment under the Contract, one (1) electronic and two (2) hard copies of any work created under the Contract.

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

##### 3.7.13 Certification regarding Clearance of Rights

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

##### 3.7.14 Warranty regarding Non Infringement of Rights

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

Contract.

#### 3.7.15 Certification of Compliance

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

### **3.8 Intellectual Property Infringement and Royalties**

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

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

- (a) DFATD modified the work or part of the work without the Consultant's consent or used the work or part of the work without following a requirement of the Contract; or
- (b) the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
- (c) the Consultant used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Consultant has included the following language in its own contract with the supplier of that equipment: "[Supplier name] acknowledges that the purchased items will be used by DFATD. If a Third Party claims that equipment supplied under this Contract infringes any intellectual property right, [supplier name], if requested to do so by either [Consultant name] or DFATD, will defend both [Consultant name] and DFATD against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Consultant's responsibility and, if the Consultant does not do so, it will be responsible to DFATD for the claim.

3.8.3 If anyone claims that, as a result of the work, the Consultant or DFATD is infringing its intellectual property rights, the Consultant will immediately do one of the following:

- (a) take whatever steps are necessary to allow DFATD to continue to perform the allegedly infringing part of the work; or
- (b) modify or replace the work to avoid intellectual property infringement, while ensuring that the work continues to meet all the requirements of the Contract;

or

(c) refund any part of the contract price that DFATD has already paid.

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

**3.9 Equipment, Vehicles and Materials**

3.9.1 Equipment, Vehicles and Materials furnished by DFATD

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

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

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

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

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

**3.11 International sanctions**

3.11.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country of its nationals. These economic sanctions may be implemented by regulation under the *United Nations Act* (R.S.C. 1985, c. U-2), the *Special Economic Measures Act* (S.C. 1992, c.17), or the *Export and Import Permits Act* (R.S.C. 1985, c. E-19). The Consultant agrees that it will, in the performance of this Contract, comply with any such regulations that are in force on the effective date of this Contract, as in the GC 2.1.1, and will require such compliance by its Personnel, Local Support Staff and Contractor(s).

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

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

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

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

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

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

#### **4. CONSULTANTS' PERSONNEL**

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

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

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

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

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

*Replacement of Personnel*

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

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

- 4.5 Harassment in the workplace** 4.5.1 The Consultant must respect and ensure that all members of its Personnel and/ or its Contractor(s) and the Local Support Staff respect, in relation to persons working for DFATD, the Treasury Board [Policy on Harassment Prevention and Resolution](#) as well as the standards of non-discrimination set out in [Canadian Charter of Rights and Freedoms](#) when rendering any part of the Services.
- 4.6 Improper conduct or abandonment of position** 4.6.1 During the period of the Contract, the Consultant must refrain from any action which might be prejudicial to the friendly relations between Canada and the Recipient Country, and must not participate directly, or indirectly, in any political activity whatsoever in the Recipient Country. The Consultant must maintain the standards of non-discrimination described in GC 3.1.2 (a) and GC 4.5.1 during this Contract whether the work is performed in Canada, in the Recipient Country or in any other location. The Consultant must ensure that its Personnel, Local Support Staff and Contractor(s) are also bound by these provisions.
- 4.6.2 The Consultant must inform all members of its Personnel, Local Support Staff and Contractor(s) assigned to the project that any instance of improper conduct, gross negligence or abandonment of a position before completion of the project will constitute sufficient grounds for immediate dismissal. In such an event, payment of the Fees and all other payments will cease as of the date of this dismissal, and no payments will be made by DFATD for homeward travel or removal expenses unless otherwise agreed to in writing by the Technical Authority.
- 4.6.3 The Consultant will be advised in writing of any complaint related to harassment or discrimination and will have the right to respond in writing. Upon receipt of the consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken. This may result in Suspension of Services in accordance with GC 2.7 or Termination due to default of Consultant in accordance with GC 2.8.

## 5. OBLIGATIONS OF DFATD

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

## 6. PAYMENTS TO THE CONSULTANT

- 6.1 Contract Amount and Limitation of Expenditure** 6.1.1 Subject to the application of the other terms and conditions specified in this Contract, DFATD will pay the Consultant up to the maximum amount specified in the SC.
- 6.1.2 No increase in the Contract amount resulting from any changes, modifications or interpretations of the Terms of Reference, will be authorized or paid to the Consultant unless such changes, modifications or interpretations have been approved, in writing, by the Contracting Authority and incorporated by way of an amendment into the Contract. The Consultant must not perform any Services which would cause DFATD's liability to exceed the Contract amount stipulated in the GC 6.1.1.
- 6.1.3 In accordance with section 40 of the Canadian *Financial Administration Act* (R.S., c. F-11, s. 40), payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.



- 6.1.4 The Consultant must promptly notify the Technical Authority in writing as to the adequacy of the amount mentioned in the GC 6.1.1 when:
- (a) it is 75 percent committed; or
  - (b) 4 months prior to the Contract expiry date; or
  - (c) if the Consultant considers that the funds provided are inadequate for the completion of the project;
- whichever comes first.

At the same time, the Consultant must provide DFATD with an estimate of that portion of the Services remaining to be done and of the expenditures still to be incurred.

- 6.1.5 The giving of any notification by the Consultant pursuant to GC 6.1.4 will not increase DFATD's liability over the contract amount.

#### **Taxes**

- 6.1.6 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes is not included in the maximum Contract amount specified in the GC 6.1.1. The estimated amount of Applicable Taxes is specified in the SC. Applicable Taxes will be paid by DFATD as provided in GC 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

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

- 6.1.8 Applicable Taxes included in the cost of Services:

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

- a) Take into account the Applicable Taxes, municipal taxes and provincial sales tax, if any, that the Consultant must pay on the goods and services that the Consultant procures to provide the Services stipulated in this Contract, less the Applicable Taxes and provincial sales tax credits and rebates to which the Consultant is entitled;
  - b) Do not take into account the Applicable Taxes that DFATD will remit to the Consultant and that the Consultant must collect from DFATD pursuant to the *Excise Tax Act* (R.S.C., 1985, c. E-15), as prescribed in the GC 6.1.6 and specified in accordance with the terms and conditions stipulated below.
- 6.1.9 For the purposes of applying the GC 6.1.6, the amount of Applicable Taxes, if any, must be indicated separately on requisitions for payment, financial reports or other documents of a similar nature that the Consultant submits to DFATD. All items that are zero-rated, exempt or to which these Applicable Taxes do not apply, must be identified as such on all invoices.

- 6.1.10 Tax Withholding

Pursuant to the *Income Tax Act*, (R.S.C., 1985, c. 1 (5th Supp.)) and the *Income Tax*

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

## 6.2 Basis of Payment

- 6.2.1 Subject to the contract amount specified in the GC 6.1.1 and in accordance with Annex A, Basis of Payment, DFATD will pay to the Consultant
- (a) Fees of the Personnel as set forth in the GC 6.2.2 and 6.2.3; and
  - (b) Reimbursable Expenses at cost without mark-up as set forth in the GC 6.2.5.
- 6.2.2 Payment for the Personnel must be determined on the basis of time actually worked by such Personnel in the performance of Services after the date determined in accordance with the GC 2.1 at the Fees referred to in Annex A, Basis of Payment. A detailed basis of payment is provided in Annex A.
- 6.2.3 The Fees referred to under the GC 6.2.2 above will include for the Personnel based in Consultant's country or Personnel's home country or on Travel Status in the Recipient Country, the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC in the Consultant's country up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.
- 6.2.4 The Fees stated in the GC 6.2.3 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed will be determined and approved by DFATD on the basis of the points of origin and destination.
- 6.2.5 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses:
- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed, but must not exceed the limits in the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca>:
    - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Consultant must obtain the lowest possible airfare (including by such means as by booking the reservation as soon as possible). The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant must be able to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes

must be documented in the Consultant's project file;

- (ii) the cost of meals and incidentals allowance in respect of the Personnel for every Day in which the Personnel is absent from the Consultant's or Personnel's home office for purposes of the Services as well as private vehicle usage, not exceeding the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
  - (iii) the cost of registration, photographs, and courier services related to obtaining a visa/ work permit;
  - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, not exceeding the limits in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive; and
  - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travelers" rather than to "employees";
- (b) any other reasonable expenses, which are not considered to be Fees, overhead or direct costs and that are not included in the above categories, that are specified in the SC and required to carry out the project.

6.2.6 Fees are fixed on an annual basis.

### **6.3 Currency of Payment**

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

### **6.4 Performance Guarantee**

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

### **Holdback**

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

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

### **6.5 Mode of Billing and Payment**

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

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

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

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

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

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

## Services performed.

- 6.5.5 Any Fees or Reimbursable Expenses paid by the Consultant which are the subject of the notification in the GC 6.5.4 will be excluded for the purposes of payment under the GC 6.5.1 until the Fees or Reimbursable Expenses have been accepted by DFATD.
- 6.5.6 Subject to the GC 6.5.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the GC 6.5.2.
- 6.5.7 With the exception of the final payment under the GC 6.6, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations under the Contract. DFATD will have the right to reject any Services that are not in accordance with the requirements of the Contract and require correction or replacement of such Services at the Consultant's expense.
- 6.6 Final Payment** 6.6.1 When it has been established to DFATD's satisfaction that the Consultant has performed, furnished or delivered all Services required under the Contract, and upon receipt of the certificate stating that all the Consultant's financial obligations to the Personnel, Local Support Staff or Contractor(s) have been fully discharged, DFATD will release the holdback, return the ISLC provided, if any, and pay the balance due against the Contract.
- 6.7 Right of Set-Off** 6.7.1 Without restricting any right of set-off given or implied by law or by any provision of the Contract or any other agreement between DFATD and the Consultant, DFATD may set off against any amount payable to the Consultant by DFATD under the Contract, or under any other contract. DFATD may, when making a payment pursuant to the Contract, deduct from the amount payable to the Consultant any such amount payable to DFATD by the Consultant which, by virtue of the right of set-off, may be retained by DFATD.
- 6.8 Interest on Overdue Accounts** 6.8.1 In this GC:
- (a) "amount due and payable" means an amount payable by DFATD to the Consultant in accordance with the GC 6.2 of the Contract;
  - (b) "overdue amount" means an amount due and payable which has not been paid within 30 Days following the date upon which the invoice and statement documentation specified in the GC 6.5.2 has been received by DFATD;
  - (c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
  - (d) "bank rate" means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and
  - (e) "due date" means 30 Days after receipt of the invoice and statement documentation specified in the GC 6.5.2.
- 6.8.2 DFATD will pay at the Consultant's request, simple interest at the bank rate plus 3 percent on any amount overdue.
- 6.8.3 Interest will not be payable on holdbacks.
- 6.8.4 Interest will only be paid when DFATD is responsible for the delay in paying the Consultant.

**6.9 Debts left  
in the  
Recipient  
Country**

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

**7. SETTLEMENT OF DISPUTES**

**7.1 Alternate  
dispute  
resolution**

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

## II. Special Conditions (SC) of Contract

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

	<p>Attention : <i>[insert name of the technical authority]</i> _____          Facsimile : _____</p> <p>Consultant (all Members of a consortium should be listed here):</p> <p>Attention : _____          Facsimile : _____</p>
<b>1.8</b>	The Member in charge is <i>[insert name of member]</i>
<b>1.11.3</b>	N/A
<b>2.1.1 and 2.2.1</b>	The period of the Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.
<b>2.4.2</b>	The Consultant must address the requested modifications to DFATD satisfaction within <i>[insert number of days]</i> Days.
<b>3.3</b>	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>(a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;</li> <li>(b) Bodily Injury and Property Damage to Third Parties;</li> <li>(c) Product Liability and Completed Operations;</li> <li>(d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;</li> <li>(e) Cross Liability and Separation of Insured;</li> <li>(f) Employees and, if applicable, Volunteers as Additional Insured;</li> <li>(g) Employer's Liability;</li> <li>(h) Broad Form Property Damage;</li> <li>(i) Non-Owned Automobile Liability; and</li> <li>(j) 30 Days written notice of policy cancellation.</li> </ul> <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a Licensed Professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) 30 Days written notice of cancellation.</li> </ul>

	<p>3. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>(a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;</li> <li>(b) Cross Liability and separation of insured, to the extent permitted by law;</li> <li>(c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and</li> <li>(d) 30 Days written notice of cancellation.</li> </ul> <p>4. War Risk Accidental Death and Dismemberment Insurance, for Personnel working in areas considered to be war zones. A war zone is defined as the combat zone where military operations are conducted, such as Afghanistan. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
<p><b>3.4.1</b></p>	<p>Security Requirement:</p> <ul style="list-style-type: none"> <li>1. The Consultant must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</li> <li>2. The Consultant personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.</li> <li>3. The Consultant MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Consultant must ensure that its personnel are made aware of and comply with this restriction.</li> <li>4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.</li> <li>5. The Consultant must comply with the provisions of the: <ul style="list-style-type: none"> <li>a. Security Requirements Check List and security guide (if applicable), attached at Annex C;</li> <li>b. <i>Industrial Security Manual</i> (Latest Edition).</li> </ul> </li> </ul> <p><i>For the purpose of this paragraph:</i></p> <p><b>“Designated Organizational Screening (DSO)”</b> means an administrative determination by DFATD/ PWGSC that an organization is eligible, from a security point of view, to access information and assets of the same or lower</p>



	<p>protection/classification level as the screening/clearance being granted; and</p> <p><b>“Protected Information”</b> is information related to other than the national interest that may qualify for an exemption or exclusion under the Access to Information Act or Privacy Act, and the compromise of which would reasonably be expected to cause injury to a non-national interest.</p> <p>Protection levels apply to Protected Information and are determined using injury levels and assessment criteria specified for non-national interests. The protection levels and assessment criteria are:</p> <ul style="list-style-type: none"> <li>• <b>Protected A</b> applies to information, the unauthorized disclosure of which could reasonably be expected to cause <u>injury</u> to non-national interests. <b>Examples:</b> Date of birth, home addresses, telephone number, curriculum vitae</li> <li>• <b>Protected B</b> applies to information, the unauthorized disclosure of which could reasonably be expected to cause <u>serious injury</u> to non-national interests. <b>Examples:</b> SIN, performance, medical or psychiatric evaluations, criminal or financial information.</li> </ul> <p>6. The Bidder will obtain a valid Designated Organizational Screening (DOS) status issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada prior to Contract award and be able to maintain it for the whole duration of the Contract. If the Bidder is unable to obtain such a designation, the Bidder must refrain from accessing such Protective Information and consent to DFATD performing various checks and assessments to determine the Bidder’s eligibility, from a security point of view, to access Protected Information and assets.</p> <p>7. The Personnel of the Bidder who are expected to have access to Protected Information will obtain a valid Reliability Status issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada prior to Contract award and be able to maintain it for the whole duration of the Contract. If an individual is unable to obtain such a designation, he/she must comply and consent to DFATD performing various checks and assessments to determine his/her reliability.</p>
<p><b>3.12</b></p>	<p><b>For Consultants not subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:</b></p> <p>3.12.1 Announcement</p> <p>The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD’s approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.</p> <p>3.12.2 Material</p> <p>Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share content with DFATD.</p>

### 3.12.3 Acknowledgement of Contribution

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

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

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

### 3.12.4 Posting of Material

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

### 3.12.5 Official Languages

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

Or

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

#### 3.12.1 Announcement

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

#### 3.12.2 Material

Once the Project has been announced, all content directly related to the Project that

	<p>will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share content with DFATD.</p> <p><b>3.12.3 Acknowledgement of Contribution</b></p> <p>The Consultant must acknowledge DFATD's contribution in the following manner when the content is related to the Project or the Contract:</p> <ul style="list-style-type: none"> <li>(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”;</li> <li>(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</li> <li>(c) by presenting all Government of Canada identifiers in a manner compliant with the Federal Identity Program available at <a href="http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/FRA-719161232-RPV">http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/FRA-719161232-RPV</a> on all paper and web based documents. When using the Canada wordmark, the following clarifying statement must be posted beside it: <i>"Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign Affairs, Trade and Development Canada (DFATD)";</i></li> </ul> <p><i>Or</i></p> <p><i>«Programme/projet/activité réalisé(e) avec l'appui financier du gouvernement du Canada accordé par l'entremise du ministère des Affaires étrangères, du Commerce et du Développement (MAECD)».</i></p> <p><b>3.12.4 Posting of Material</b></p> <p>The Consultant will be required to prominently display, on its website, graphic identifiers and text provided by DFATD, acceptable to the Parties, clearly stating that DFATD provides support for this Project under this Contract. The Consultant will be required to host graphic identifiers provided by DFATD on its website to be downloaded by participating organizations and institutions in this Project, in accordance with 3.12.3 (c).</p> <p><b>3.12.5 Communications</b></p> <p>The text of all public information materials issued jointly by DFATD and the Consultant must be judged acceptable by both parties. DFATD will bear translation costs of all the public information materials produced for the purposes of the Project.</p>
<b>4.2.1 and 6.2.3</b>	Number of hours in a Day is 7.5
<b>6.1.1</b>	The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i> , Applicable Taxes extra.
<b>6.1.6</b>	The estimated amount of Applicable Taxes is: <i>[insert amount]</i>

6.2.5	In addition to the listed Reimbursable Expenses in the GC 6.2.5, the following expenses will also be considered Reimbursable Expenses under the Contract: To be determined upon contract negotiation
6.4.1	To guarantee the Consultant's performance, 10 percent of the total contract amount as specified in GC 6.1.1 will be subject to a holdback.
6.4.2	This holdback may be released subject to the satisfactory performance of the Consultant, as determined by DFATD, 6 months after the end of the Contract.
6.4.3	<p>The Irrevocable Standby Letter of Credit (ISLC) issued in lieu of a holdback must be equal to 10 percent of the total contract amount as specified in the GC 6.1.1 and must be valid for six months after the completion of all Services to which it applies.</p> <p>An ISLC issued by a foreign financial institution must be confirmed by the Approved Financial Institution. DFATD reserves the right to validate the presented confirmation.</p> <p>An ISLC must be in Canadian dollars.</p> <p>An ISLC and amendments to an ISLC submitted by the Consultant must be sent to: Department of Foreign Affairs, Trade and Development, <b>C/O Cashier's Office</b>, 9<sup>th</sup> Floor, 200 Promenade du Portage, Gatineau, QC, Canada, K1A 0G4. The ISLC itself must clearly indicate the following information: the Bank's reference number; the Bank's name and address; the date of issue; the expiry date; the name and address of the Consultant or organization; the name of the payee: <b>Receiver General of Canada</b>; the Purchase order number; the project name and number; the Branch name; the face amount of the letter of credit; 'Payable in demand' or 'Payable at sight'; 'Redeemable upon approval of the Chief Financial Officer' a provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 660; a provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable); a provision for the renewal of the letter of credit (where applicable).</p> <p>All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant's own expense.</p>
6.5.2	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice, in <i>[insert number]</i> copies, of the Consultant's Fees for the Services rendered and expenses paid during the previous month supported by the following documentation properly completed:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) Details of Reimbursable Expenses paid, including all information which supports the expenses.</li> <li>(c) for expenses related to travel: Payment requests must be supported by</li> </ul>

	<p>detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, “detailed information” means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense.</p> <p>(d) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency.</p> <p>(e) if the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.</p> <p>(f) In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.</p>
<p><b>6.5.3</b></p>	<p>All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address: <i>[insert address]</i></p> <p>and must indicate the following codes:  Purchase order: <i>[insert number]</i>  WBS Element: <i>[insert number]</i>  GL Acct/ CC/ Fund: <i>[insert number]</i>  Vendor: <i>[insert number]</i>  Project number: <i>[insert number]</i></p>

### **III. Annexes**

- Annex A: Basis of Payment
- Annex B: Terms of Reference
- Annex C: Security Requirements Check List

**ANNEX A – BASIS OF PAYMENT**

<b>FEES</b>				
<b>Personnel Resource Name</b>	<b>Personnel Position</b>	<b>Firm all-inclusive Daily Fee \$</b>	<b>(LOE) Estimated (person-days)</b>	<b>Sub-Total Estimated Cost= Firm all-inclusive Daily Fee \$ x LOE</b>
<b>SUBTOTAL- FEES</b>				
<b>REIMBURSABLE EXPENSES</b>				
<b>#</b>	<b>Description</b>	<b>Units</b>	<b>\$, Per Unit</b>	<b>Sub-total, \$</b>
a)	<b>Travel expenses:</b>			
	Transportation			
	Meals, incidentals and private vehicle			
	Visa/work permits costs			
	Accommodation			
	Other			
b)	<b>Communication Costs</b>			
c)	<b>Translation and reproduction costs</b>			
d)	<b>Local Resources</b>			
e)	<b>Local Transportation</b>			
f)	<b>Security Expenses</b>			
	Security Plan (by specialised firm)			
	Training in security			
	Security Firm in Juba			
g)	<b>Other</b> (the Consultant to specify and include detail)			
<b>SUBTOTAL – REIMBURSABLE EXPENSES</b>				
<b>GRAND TOTAL</b>				

---

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

(TBD)



**ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)**



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat PCE-006-2015
Security Classification / Classification de sécurité Unclassified

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>DFATD</b>	2. Branch or Directorate / Direction générale ou Direction Policy - PCE	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Evaluation specialist for evaluating the South Sudan bilateral and START program		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat PCE-006-2015
Security Classification / Classification de sécurité Unclassified

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  No  Yes  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  No  Yes  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT          | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  No  Yes  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  Non  Oui  
If Yes, will unscreened personnel be escorted?  No  Yes  
Dans l'affirmative, le personnel en question sera-t-il escorté?  Non  Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  No  Yes  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  No  Yes  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  No  Yes  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  No  Yes  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  No  Yes  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  Non  Oui



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat PCE-006-2015
Security Classification / Classification de sécurité Unclassified

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
N/A																
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No  Yes  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No  Yes  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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

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

*[name of Member]*

---

*[Authorized representative]* *Date [Month Day, Year]*

*[name of Member]*

---

*[Authorized representative]* *Date [Month Day, Year]*

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

---

*[Authorized representative]* *Date [Month Day, Year]*

For and on behalf of DFATD

---

*[Authorized representative]* *Date [Month Day, Year]*