

REQUEST FOR PROPOSALS

Procurement of Consulting and Professional Services

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

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Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) has a requirement for a Canadian Executing Agency for an Expert Deployment Mechanism for Trade and Development Project (EDM). The Consultant will be responsible for developing country level pro-poor gender-responsive trade and development strategies entitled Country Needs Assessment Plans, that will identify areas where development assistance activities have the greatest potential to reduce poverty, address gender inequalities and advance trade and development negotiations. Such assessments will be undertaken at DFATD's request.

The Consultant will also, at DFATD's request, source and deploy appropriate technical expertise to partner countries and provide support for preparedness for negotiations or support the implementation of, and adaptation to, the agreement once concluded.

In addition, the Consultant will deploy expertise for (and assist in the design of, if requested) mandates. Mandates may involve multiple deployments that are strategically linked to a larger outcome, which aim to reduce poverty and further Free Trade Agreement (FTA)/Foreign Investment Promotion and Protection Agreement (FIPA) negotiation, implementation and adaptation. Additional information related to the requirement is detailed in section 4, Terms of Reference.

The services are expected for a period of seven (7) years from the date of contract award.

Section 1: Instructions to Bidders

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

Data Sheet

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

Section 2: Technical Proposal - Standard Forms

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

Section 3: Financial Proposal - Standard Forms

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

Section 4: Terms of Reference

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

Section 5: Evaluation Criteria

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

Section 6: Standard Form of Contract

I. General Conditions

This section contains the general clauses of the resulting Contract.

II. Special Conditions

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

REQUEST FOR PROPOSALS

RFP # SEL.: 2016-D-000353-1

*For the provision of consulting and professional services
in relation to*
Expert Deployment Mechanism for Trade and Development

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

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

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

performance of the Contract.

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

1. Introduction

- 1.1 The purpose of this RFP is to select a Consultant to provide the Services and enter into the resulting Contract.
- 1.2 Bidders are invited to submit a technical proposal and a financial proposal in response to this RFP.
- 1.3 Bidders who submit a Proposal agree to be bound by the instructions, clauses and conditions of the RFP and accept the clauses and conditions of the resulting Contract, as is, in their entirety.
- 1.4 The successful Bidder will be required to provide all Services.
- 1.5 Bidders are requested to familiarize themselves with local conditions and consider them in preparing their Proposals. For this purpose, if specified in the Data Sheet, DFATD will organize a site tour and/ or a Bidders’ conference that the Bidders are encouraged to attend at their own cost prior to submitting their Proposals.
- 1.6 If DFATD does not organize a site tour and if one is specified in the Data Sheet, Bidders are encouraged to undertake, at their own discretion and cost, a visit to the project area before submitting their Proposals. Bidders are requested to contact the Point of Contact named in the Data Sheet to arrange for their visit. DFATD and the Embassy/High Commission require an advance notice of at least 7 Days from any Bidder who wishes to visit the project area.

2. Cost of Proposal preparation

- 2.1 No payment will be made for costs incurred for the preparation and submission of a Proposal in response to this RFP. All costs associated with preparing and submitting a Proposal are the sole responsibility of the Bidder.
- 2.2 Any costs relating to attending the Bidders’ conference and/ or site tour, including but not limited to travel and video conference costs, as specified in paragraph 1.5 and 1.6 will be the sole responsibility of the Bidder and will not be reimbursed by DFATD.

- 2.3 Any costs related to negotiation of the resulting Contract will not be reimbursed by DFATD and are the sole responsibility of the Bidder. The location of the contract negotiation is indicated in the Data Sheet.
- 3. Governing Law**
- 3.1 The RFP and any resulting Contract must be interpreted and governed, and the relations between the Parties determined by the laws in force in the province of Ontario, 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 This RFP is limited to Canadian individuals and entities as described in TECH-2: Certifications.
- One Bidder, One Proposal*
- 4.4 Multiple proposals from the same Bidder are not permitted in response to this RFP. A Bidder must submit only one proposal in response to this RFP. Individual Members of a consortium or joint venture are not permitted to participate in another bid, either by submitting a bid alone or by submitting a bid as a Member of another consortium or joint venture. If the Bidder submits a proposal individually or as a Member of a consortium or joint venture, it must not participate as a Sub-consultant in another proposal. A Bidder who submits more than one proposal will cause all the proposals that the Bidder submitted to be rejected. A Sub-consultant, however, may participate in more than one proposal, but only in that capacity.
- 5. Proposal Validity**
- 5.1 A Proposal must remain valid and open for acceptance for the period of 180 Days after the closing date of the RFP.
- 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 Amendments of RFP Documents**
- 6.1 Bidders may request a clarification of any of the RFP elements no later than five (5) working days before the RFP Closing Date. Requests received after that date may not be answered.
- 6.2 Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing, or by standard electronic means only to the Point of Contact named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.
- 6.3 If, in DFATD's opinion, a request for clarifications affects the RFP, request(s)

received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.

- 6.4 A request for an extension of the RFP Closing Date will only be considered if it is received no later than seven (7) working days before the RFP Closing Date, in writing, by the Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately three (3) working days before the original RFP Closing Date.

**7.
Submission
and Receipt
of Proposals**

- 7.1 Proposals must be delivered to the following address:

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

- 7.2 Bidders are requested to deliver their 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 Proposal must be received by DFATD no later than the RFP Closing Date.

- 7.4 Due to the nature of this RFP, electronic transmission of a Proposal to DFATD by such means, including by electronic mail or facsimile will not be accepted.

**Late
Proposals**

- 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.

**Delayed
Proposals**

- 7.6 Subject to the “Delayed Proposal” provisions of paragraph 7.7, any Proposals received by DFATD after the RFP Closing Date will not be considered and will be returned unopened.

- 7.7 A Proposal received after the RFP Closing Date, but before the contract award date may be considered, provided that the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC), or to incorrect handling by DFATD, after the Proposal has been received by the Bid Receiving Unit. The only piece of evidence relating to a delay in the CPC system that is acceptable to DFATD is a CPC cancellation date stamp, a CPC courier Bill of Lading, or a CPC express post label that clearly indicate that the Proposal was mailed prior to the RFP Closing Date, i.e. no later than midnight the day preceding the RFP Closing Date. The Bidder is therefore advised to request that CPC date-stamp its envelopes. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

- 7.8 DFATD requests that the Bidder’s name and return address, RFP reference number (SEL number), project title and the RFP Closing Date are clearly

visible on the envelope or parcel containing the Proposal.

- 7.9 Unless specified in the Data Sheet, Bidders are requested to present their 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.
- 7.10 The requirements with respect to the submission of Proposal are as follows:
- (a) Technical proposal:
Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date.
 - (b) Financial proposal:
Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked "Financial Proposal", followed by the RFP reference number, project title and the RFP Closing Date.
 - (c) Financial Statements:
If requested in the Data Sheet, DFATD requests that the Bidder's financial statements be submitted in a third sealed envelope clearly marked "FINANCIAL STATEMENTS", followed by the RFP reference number, project title and the RFP Closing Date.
 - (d) Outer envelope:
Bidders are requested to place the envelopes containing the technical and financial proposals in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and the RFP Closing Date. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/ or marked as stipulated.
- 7.11 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD's environmental initiatives and reduce waste.
- 7.12 With the exception of paragraph 7.14, all Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule of the Government of Canada.
- Withdrawal,
Substitution,
and
Modification
of Proposal**
- 7.13 Prior to the RFP Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD, by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:
- (a) submitted in accordance with paragraph 7.1-7.10 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes "WITHDRAWAL," "SUBSTITUTION," or

“MODIFICATION;” and

(b) received by DFATD prior to the RFP Closing Date.

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

**8.
Preparation
of 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 Proposal, as well as all related correspondence exchanged by the Bidders and DFATD, must be written in one of the official languages of Canada.

**9.
Technical
Proposal**

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

(a) There are one or more fields that are not completed; or

(b) The content of TECH-1 is amended in any way.

*Certifications
Required with
the Proposal*

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

(a) There are one or more fields that are not completed; or

(b) The content of TECH-2 is amended in any way.

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

9.4 If any certification made by the Bidder is untrue, whether made knowingly or unknowingly, or if the Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the Proposal will be rejected.

DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within ten (10) Days of DFATD informing the Bidder that it is considering such rejection.

- Other Forms to Be Provided**
- 9.5 In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the Standard Forms (Section 2 of this RFP) as part of their technical proposal:
- (i) TECH-4: Bidder's Experience;
 - (ii) TECH-5: Methodology;
 - (iii) TECH-6: Personnel.
- Content presentation**
- 9.6 In order to facilitate the evaluation, Bidders are requested to submit their technical proposals using the headings and numbering system detailed in Section 5, Evaluation Criteria. If specified in the Data Sheet, to avoid duplication, Bidders may use cross-referencing by referring to specific paragraph and page numbers in different sections of their Proposal where the subject topic has already been addressed.
- 9.7 Where specified in the respective TECH forms and/ or in Section 5, Evaluation Criteria, Bidders are requested to respect page limits assigned to responses to any or all RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit.
- 9.8 As specified in the Data Sheet, Bidders are requested to:
- (a) provide a number of person-days that is equal to or higher than DFATD's minimum level of effort by individual Personnel position;
 - (b) provide a number of person-days that takes into account the number of person-days for executing the project as estimated by DFATD; or
 - (c) respect the fixed level of effort set by DFATD.
- 9.9 Unless otherwise expressed in the Data Sheet, alternative Personnel may not be proposed, and only one curriculum vitae can be submitted for each position. DFATD will not consider any proposed alternative Personnel in the Proposal evaluation.
- 10. Financial Proposals**
- 10.1 All information related to Fees and costs of Contractor(s) must appear only in the financial proposal. The financial proposal must be prepared using form FIN-1.
- 10.2 FIN-1 must be provided with the Proposal. If the Bidder does not provide FIN-1 or does not comply with the provisions of paragraph 10.8, Pricing Basis, the Proposal will be rejected.
- Reimbursable Expenses**
- 10.3 Bidders are required to estimate Reimbursable Expenses that they will incur in the realization of the project by filling in the form FIN-3. With the exception of Local Support Staff, Reimbursable Expenses should not contain any elements of Fees, costs of Contractor(s), if any, or overhead/ indirect costs. Bidders' budgetary estimates of Reimbursable Expenses will not be evaluated. They will be subject to negotiation prior to contract award and subject to DFATD approval prior to reimbursement, which will be at cost.
- 10.4 The following Reimbursable Expenses, if applicable, are to be provided using FIN-3:

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

- a) Travel and Living Expenses: for the Personnel categories identified in paragraph 10.8 (b), the cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive (the “Directive”) and the Special Travel Authorities Directive (the “Special Directive”), which take precedence over the Directive:
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Consultant will endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant will need to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes have to be documented in the Consultant's project file;
 - (ii) the cost of meals, incidentals and private vehicle usage, in accordance with the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
 - (iii) the cost of registration, photographs, and courier services related to obtaining a visa;
 - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of clause 7.8 of the Special Directive and Appendix D of the Directive;
 - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to “travelers” rather than to “employees”;
 - (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca..>
- (b) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
- (c) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
- (d) other Reimbursable Expenses for other Personnel and Contractors (technical experts) required to carry out the mandates as specified in the Data Sheet.

- 10.5 Any other directly related Reasonable Reimbursable Expenses required to carry out the project, which are not considered to be Fees, costs of Contractor(s) or overhead/indirect costs and that are not included in the above categories may be negotiated at the time of contract award.
- 10.6 (reserved)
- Available Funding** 10.7 Where the available funding is specified in the Data Sheet, the financial proposal (FIN-1 + FIN-3) should not exceed the funding available.
- Pricing Basis** 10.8 Bidders must submit their financial 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 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 in Canada;
 - Bidder restructuring costs;
 - Professional fees relating to the administration of the

- Bidder (e.g. legal, accounting, etc.);
- Proposal preparation activities;
- Office rent and utilities in Canada;
- Repairs and maintenance expenses in Canada;
- Review and negotiation of agreements;
- Salaries and fringe benefits related to the administration of the Bidder;
- Staff recruitment;
- Strategic planning activities;
- Travel;
- Workstations, including computers;
- Other indirect/ overhead type of expenditures related to the Bidder's office(s) in Canada;
- Exchange rate fluctuation.

(iv) Profit.

(b) Personnel categories to be used, where applicable:

- (i) Personnel assigned to the project in Canada or in the Recipient Country on Travel Status (less than 12 consecutive months in the Recipient Country); and
- (ii) Local Professionals (excluding Local Support Staff).

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

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

***Provision for
Multi-year
Contract***

- 10.9 The Fees must be expressed as fixed annual Fees by year (i.e. Year 1, Year 2, Year 3, etc)
- 10.10 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.
- 10.11 If the Personnel is added after Contract award, the Consultant is requested to propose fixed annual Fees for the remaining Contract period. Once DFATD accepts the proposed individual and the Fees, the fixed annual Fees will become effective on:
- (a) the Contract anniversary date; or
 - (b) if the date has passed, the date of the first workday for which the Consultant invoices DFATD after the Contract anniversary date,

Currency

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

Taxes

10.13 Bidders are requested to exclude all Applicable Taxes from the price. Bidders, however, are requested to show the total estimated amount of Applicable Taxes in the financial proposal separately.

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

10.15 Local taxes (including, but not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, duties, fees, levies) may be applicable on amounts payable by DFATD under the Contract. Bidders are

requested to exclude all local taxes from their price. DFATD may reimburse the Consultant for any such taxes or pay such taxes on behalf of the Consultant. Reimbursement mechanism of applicable local taxes in the Recipient Country will be determined during contract negotiations.

- | | | |
|--|-------|---|
| Costing Principles | 10.16 | Cost of the Contract is comprised of the total Fees, costs of additional Sub-Consultants and Contractor(s) and Reimbursable Expenses, paid by DFATD for the provision of Services. |
| 11. Proposal Evaluation | 11.1 | Except when responding to requests to provide additional information as specified in paragraphs 9.1, 9.2, 9.4, 11.12, 11.25, 12 and 13 from the time the Proposals are submitted to the time the Contract is awarded, the Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/ or financial 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 the 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 20, Confidentiality. |
| | 11.5 | The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel. |
| Mandatory Procedural Requirements | 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 be opened and evaluated only 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 costs of Contractor(s), if applicable, and the administrative mark-up cost, if specified in the Data Sheet will be considered in the financial evaluation. The Reimbursable Expenses will not be evaluated and will be subject to negotiation with the selected Bidder.
- 11.15 The evaluation of financial proposals will be carried out in accordance with the Data Sheet.
- 11.16 Unless otherwise specified in the Data Sheet, Bidders are requested to include and price in their financial proposal (FIN-1) all Personnel and Contractor(s), if applicable, identified in any manner by the Bidder in the technical proposal and not specifically mentioned to be part of the overhead. Failure to do so will result in the financial proposal being scored zero.
- 11.17 Where the available funding is specified in the Data Sheet and the Bidder's financial proposal exceeds the funding available, DFATD may enter into negotiation with the Bidder on Reimbursable Expenses to arrive at a resultant contract price which is equivalent or lower than the amount of available funding. Should the negotiation not result in a contract price that is equal to or

lower than the amount of available funding, the Bidder's proposal may not be given further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.

- 11.18 Where the minimum level of effort is specified in the Data Sheet and the level of effort proposed by the Bidder is below the specified minimum, DFATD will evaluate the Bidder's financial proposal based on DFATD's specified minimum level of effort.
- 11.19 Where the fixed level of effort is specified in the Data Sheet and the Bidder proposes a different level of effort, DFATD will evaluate the Bidder's financial proposal based on DFATD's fixed level of effort.
- 11.20 When technical and financial evaluations are completed, Proposals will be evaluated for the award of additional bonus points relating to the Aboriginal Supplier Incentive specified in paragraph 11.21.
- 11.21 DFATD supports the use of Aboriginal individuals or firms as Personnel or Contractors and has developed an Aboriginal Supplier Incentive process to encourage this practice. In this process, Bidders will be awarded evaluation points (up to a maximum of 50 points which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated and when Aboriginal direct hiring and/ or sub-contracting are proposed.
- 11.22 The Department of Aboriginal Affairs and Northern Development Canadian Supplier Inventory, which is accessible at <http://www.aadnc-aandc.gc.ca/>, will be used by DFATD to determine if the Personnel and/ or proposed Contractors are indeed Aboriginal persons.
- 11.23 A maximum of 50 points will be awarded on a pro-rata basis by using the overall total value of the Bidder's Proposal, both Fees and Reimbursable Expenses, as the basis of comparison. The bonus points will be determined by dividing the total value of the Aboriginal component as declared in FIN-2 against the overall total value of the Bidder's Proposal. For example, a Proposal which has \$100,000 value for the Aboriginal component against a total value of \$1,000,000 will be awarded 5 additional points [$(\$100,000 / \$1,000,000) \times 50 \text{ points} = 5 \text{ points}$]. Only when a Proposal is entirely Aboriginal will the 50 points be awarded.
- 11.24 The format to be used in presenting information for this process is provided in FIN-2, Aboriginal Supplier Incentive, and should be placed in the same envelope as the financial proposal. If FIN-2 is missing, the Bidder will not be awarded any points for the Aboriginal Supplier Incentive.

***Aboriginal
Supplier
Incentive***

***Price
Justification-
Fees***

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

- (c) A breakdown of the administrative mark-up rate; or
 (d) Any other supporting documentation as requested by DFATD.
- 12. Clarifications of Proposals**
- 12.1 In conducting its evaluation, DFATD may, but has no obligation, to do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - (b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
 - (c) request, before award of any Contract, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities, and/ or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFP; and
 - (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.
- 12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request will result in the Proposal being rejected.
- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.
- 12.4 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) correct any computational errors in the extended pricing of Proposals by using unit pricing;
 - (b) if there is an error corresponding to the addition or subtraction of sub-totals 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. Rights of DFATD in evaluation**
- 13.1 Before award of a Contract, a Bidder must meet the conditions listed below.

**Conditions of
Contract
Award**

Upon request by DFATD, a Bidder must provide, within the timeframe stated by DFATD, documentation to support compliance. Failure to comply with DFATD's request and meet the requirement within that timeframe will not delay the award of the Contract and may result in the Proposal being rejected.

(a) Financial Capability

In order to determine the Bidder's financial capability to meet the project requirements, DFATD may require access to the Bidder's financial information. If the Bidder is a consortium or joint venture, DFATD may request financial information from each Member. Such financial information may include, but may not be limited to, the following:

- (i) audited financial statements, if available, or the unaudited financial statements for the Bidder's last three (3) fiscal years, or for the years that the Bidder has been in business if it is less than three (3) years (including, as a minimum, the balance sheet, the statement of retained earnings, the income statement and any notes to the statements);
- (ii) if the date of the above-noted financial statements is more than three (3) months before the date on which DFATD requests this information, the Bidder may be required to provide interim financial statements (consisting of a balance sheet and a year-to-date income statement), as of two (2) months prior to the date on which DFATD requests this information;
- (iii) if the Bidder has not been in business for at least one (1) full fiscal year, the following may be required:
 - opening balance sheet on commencement of business; and
 - interim financial statements (consisting of a balance sheet and a year-to-date income statement) as of two months prior to the date on which DFATD requests this information.
- (iv) a certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

In the event that DFATD considers that the Bidder is not financially capable of performing the RFP requirement, DFATD may require that the Bidder, at the Bidder's sole expense, provide some form of guarantee, for example, a financial guarantee from the Bidder's parent company, a ISLC, drawn in favour of DFATD, issued 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 licensed to operate in Canada stating that the Bidder, if awarded a Contract as a result of the RFP, can be insured in accordance with the insurance requirements specified in the Data Sheet. In the case of a consortium or joint venture, at least one Member must meet the insurance requirements.

(e) Aboriginal status

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

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

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

14. Negotiations

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

14.2 Typical areas of negotiation may include:

(a) Fees

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

- (b) Reimbursable Expenses,
All Reimbursable Expenses, listed in paragraphs 10.4 and 10.5, are negotiable.
- (c) Advances as specified in paragraph 17.
- (d) Local tax payment and reimbursement mechanism.

- 15. Personnel Replacement prior to Contract Award**
- 15.1 If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals is available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agreed 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 paternity 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 To guarantee the Consultant's performance, within 28 Days of the signature of the Contract, the Consultant or any Member must provide the performance security as specified in the Data Sheet.
- 16.2 All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense.
- 17. Advances**
- 17.1 The Data Sheet specifies whether DFATD will permit advance payments to the Consultants under the Contract resulting from this RFP. A detailed list of expenses eligible for advance payments, if any, is specified in the Data Sheet.
- 17.2 Bidders are requested to indicate in their financial proposals the amount and nature of advances that will be required by them to undertake the Contract. The Bidder's request for advances will not be evaluated. However, requested advances may be subject to negotiation prior to Contract award.
- 17.3 DFATD will not issue an advance until the Consultant provides DFATD with an ISLC acceptable to DFATD in form and content. An ISLC will be drawn in favour of DFATD and issued by an Approved Financial Institution and will be in place before any advance is made and remain in effect until all advances are fully liquidated. The ISLC is always for an amount equal to one hundred (100) percent of the maximum possible outstanding amount of advance payments at any given time during the execution of the Contract.
- 17.4 During the negotiation stage, DFATD may request confirmation of the Bidder's ability to obtain the necessary advance security as stipulated in

paragraph 17.3. Failure to do so by the date stipulated by DFATD will result in the selected Proposal being given no further consideration. DFATD reserves the right to initiate negotiations with the next highest-ranking Bidder.

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

Instructions to Bidders

DATA SHEET

Paragraph Reference	
Definitions (s)	For the purpose of this RFP, the following job titles are also included as Local Support Staff: N/A
Definitions (cc)	The Recipient Country is various
Definitions (ee)	The RFP Closing Date is 2016-02-24 at 14:00 hrs, Eastern Standard Time (EST)
1.5	<p>Bidders' Conference:</p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>A Bidders' conference for all interested Bidders will be held on 2016-01-27 at DFATD, at 200 Promenade du Portage, Gatineau, Québec. The session will begin at 10:00, in the meeting room B-6009. Travel and other costs in order to attend are the responsibility of the Bidders. The session will be held to answer questions on the project and/ or on the RFP. Bidders who do not attend the conference will not be excluded from submitting a Proposal.</p> <p>In order to facilitate the conference, Bidders are requested to submit their questions, comments and/ or a list of issues they wish to table in advance by email, in English and/ or French, at the latest by 2016-01-21 to the Point of Contact, to allow sufficient time for DFATD to make logistical arrangements and prepare answers. Additional questions from the floor are allowed during the conference itself. If they affect the RFP, clarifications or changes resulting from the Bidders' conference will be included as an addendum to the RFP.</p> <p>Bidders are requested to confirm in advance their intention to attend by emailing the Point of Contact at the email address as per paragraph 1.6, at the latest by 22-01-2016. Bidders are requested to indicate their name, postal address, email address, telephone number, fax number as well as the name and the title of the Bidder's representative(s) who will attend in such e-mail to DFATD. DFATD reserves the right to cancel the conference and inform Bidders by means of an addendum to the present RFP, if this happens.</p> <p>Site tour:</p> <p>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>
1.6	<p>Visit can be arranged:</p> <p>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>
1.5, 1.6, 6.2, 6.4, 11.1,	DFATD Point of Contact is:

12.2, 12.4 and 13.1	<p>Linda Ouellet Team Leader, Contracting Services Department of Foreign Affairs, Trade and Development</p> <p>Facsimile: 819-953-9186 Email: Linda.Ouellet@international.gc.ca</p>								
2.3	Location of contract negotiation: Gatineau, Quebec								
7.2	<p>Bidder is requested to submit:</p> <ul style="list-style-type: none"> • Technical proposal: The original and four (4) copies and one electronic version (in USB or CD-ROM) • Financial proposal: The original and two (2) copies <p>In the event of a discrepancy between the electronic version and the paper version, the original paper version prevails.</p>								
7.9	Page size other than 8.5" X 11" or A4 is acceptable: YES___ NO_ <input checked="" type="checkbox"/> ___								
7.10 (c)	<p>Financial statements are to be included in the Proposal:</p> <p>YES___ NO_ <input checked="" type="checkbox"/> ___</p>								
8.2	Additional documentation is available: YES___ NO_ <input checked="" type="checkbox"/> ___								
9.6	<p>Cross-referencing is recommended:</p> <p>YES_ <input checked="" type="checkbox"/> ___ NO___</p>								
9.8 (c) and 11.19	<p>A fixed number of person-days is required for the following Personnel positions:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Project Director</td> <td style="text-align: right;">385 days</td> </tr> <tr> <td>Project Manager</td> <td style="text-align: right;">1540 days</td> </tr> <tr> <td>Trade and Investment Expert</td> <td style="text-align: right;">770 days</td> </tr> <tr> <td>Project Coordinator</td> <td style="text-align: right;">1540 days</td> </tr> </table>	Project Director	385 days	Project Manager	1540 days	Trade and Investment Expert	770 days	Project Coordinator	1540 days
Project Director	385 days								
Project Manager	1540 days								
Trade and Investment Expert	770 days								
Project Coordinator	1540 days								
9.9	<p>The Bidder can propose alternative Personnel:</p> <p>YES___ NO_ <input checked="" type="checkbox"/> ___</p>								
10.4 (d)	<p>In addition to the listed eligible Reimbursable Expenses in ITB 10.4, the Bidder will have a maximum budget of CAN\$3,000,000 to cover the reimbursable expenses incurred as part of the mandates including the following actual and reasonable costs:</p> <p>a) Travel and living expenses (in accordance with paragraph 10.4 (a), communication, report preparation for the Other Personnel and Contractors (technical experts);</p>								

	<p>b) Procurement: purchase and transportation costs of equipment and supplies;</p> <p>c) Training: training expenses including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of the Personnel and Contractor(s), related to observation tours, studies, workshops and seminars and approved in advance by DFATD (normally as part of the work plan);</p> <p>d) Allowances for DFATD award students and trainees, in accordance with DFATD’s Management of Students and Trainees in Canada, Manual for Executing Agencies;</p> <p>e) Other reimbursable expenses as approved by DFATD</p>						
<p>10.7 and 11.17</p>	<p>Available funding</p> <p>The available funding for the Contract resulting from this RFP is <u>\$16,525,000</u> CAN, excluding Applicable Taxes. Of that amount, DFATD has reserved:</p> <p>i) a budget (\$8,000,000 CAD) including administrative mark-up for other Personnel and Contractors who are identified during project implementation and are required to carry out technical assistance and capacity building (Responsive Technical Assistance Fund); and</p> <p>ii) a budget of (\$3,000,000 CAD) for the Reimbursable expenses for other Personnel and Contractors (technical experts), Procurement and Training Expenses for the mandates as specified in paragraph 10.4 (d).</p> <p>This disclosure does not commit DFATD to paying the funding available.</p>						
<p>10.8 (d)</p>	<p>(Administrative mark-up : Yes: <input checked="" type="checkbox"/> No : <input type="checkbox"/></p> <p>The Administrative mark-up to be applied to the Sub-consultants and Contractors determined during project implementation includes :</p> <ul style="list-style-type: none"> • Overhead expenses • Profit <p>This rate will be applied as follows :</p> <table border="1" data-bbox="371 1488 1372 1596"> <thead> <tr> <th colspan="2" style="background-color: #cccccc;">Application of the rate</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">Sub-consultants assigned to the project</td> <td>Fees invoiced by the Sub-consultants</td> </tr> <tr> <td>Contractors</td> <td>Costs invoiced by the Contractors</td> </tr> </tbody> </table> <p>*When an employee is added during the contract, the Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the Personnel as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p>	Application of the rate		Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
Application of the rate							
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						
<p>11.3</p>	<p>Selection Method:</p>						

	<p>Best value adjusted for cost:</p> <p>The technical proposal is awarded a maximum of 700 points or 70 percent of total possible 1,000 points, and the financial proposal is awarded a maximum of 300 points or 30 percent.</p> <p>The evaluation of the financial proposal will be conducted in accordance with the method described in paragraph 11.15 Evaluation of financial proposals of the Data Sheet.</p> <p>If Aboriginal direct hiring and/or Contractor are proposed, Bidder will be awarded points a maximum of 50 points, after technical and financial proposals are evaluated.</p> <p>The total evaluation point is the sum of the maximum technical points and the maximum financial points, which represents 1,000 points.</p> <p>Bidder whose Proposal obtained the highest combined technical, financial and Aboriginal Supplier Incentive score will be invited for negotiation unless there is less than 1% of the total evaluation point between that Bidder and lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.</p>
11.10 and 11.13	The minimum technical score required is: 490 points. Only Proposals that achieve a minimum technical score are considered compliant.
11.14	<p>FIN-1B - Competed mark up: Administrative mark-up cost</p> <p>The evaluated administrative mark-up cost FIN-1B will be considered in the financial evaluation as per 11.15</p>
11.15, 11.19, 12.4 (d)	<p>Evaluation of financial proposals</p> <p>The total of the financial proposal will be calculated by adding the sub-totals of costs related to the Bidder's average Fees multiplied by DFATD's fixed level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A and the Evaluated administrative mark-up cost in accordance with FIN-1B.</p> <p>The evaluated administrative mark-up cost will be calculated by applying the Bidder's mark-up rate, as indicated in FIN-1B, to the budget set-aside for the cost of other personnel and contractors to be determined during project implementation using the following formula:</p> $\text{Administrative mark-up cost} = \text{budget set-aside} \$ \times \frac{\% \text{ of mark-up rate}}{(1 + \% \text{ of mark-up rate})}$ <p>Should the Bidder include any positions, other than those identified by DFATD, they will be deemed not included in the Bidder's financial proposal. The costs associated with these positions will not be taken into consideration in the financial evaluation nor</p>

	<p>will they be included in the resulting contract.</p> <p>Costs related to Contractors and Personnel, other than those identified by DFATD, may be determined during implementation and will not exceed the budget set-aside specified under FIN-1B.-</p>
11.15	<p>Scoring of financial proposals:</p> <p>The financial proposal with the lowest evaluated dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis based on the lowest compliant financial price. For example, if the total financial score is 300 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 300 points for its financial proposal. All other technically compliant Bidders' financial score will be calculated as follows:</p> $\text{Bidder B's financial score} = \frac{\text{Bidder A's financial price} \times 300}{\text{Bidder B's financial price}}$
11.16	<p>The clause is applicable: YES ___ NO <input checked="" type="checkbox"/></p>
13.1(c)	<p>The Bidder is subject to security requirements: YES <input checked="" type="checkbox"/> NO ___</p> <ol style="list-style-type: none"> 1. The Bidder must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 2. The Bidder's personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CISD, PWGSC. 3. The Bidder's personnel requiring access to FOREIGN PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC. 4. The Consultant MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET. 5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 6. The Consultant must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to CLASSIFIED FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be Under FOCI, PWGSC will ascertain if mitigation measures exist or must be put in place by the company

	<p>so it can be deemed “Not Under FOCI through Mitigation”.</p> <ol style="list-style-type: none"> 7. The Consultant should at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation. 8. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation. 9. The Bidder must also comply with the provisions of the: <ol style="list-style-type: none"> a) Security Requirements Check List, attached at Annex ___; b) Industrial Security Manual (latest edition).
13.1(d)	<ol style="list-style-type: none"> 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>The insurance will include the following:</p> <ol style="list-style-type: none"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development ; (b) Bodily Injury and Property Damage to Third Parties; (c) Product Liability and Completed Operations; (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; (e) Cross Liability and Separation of Insured; (f) Employees and, if applicable, Volunteers as Additional Insured; (g) Employer’s Liability; (h) Broad Form Property Damage; (i) Non-Owned Automobile Liability. (j) 30 Days written notice of policy cancellation. 2. Errors and Omissions Liability Insurance <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> <ol style="list-style-type: none"> (a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and (b) 30 Days written notice of cancellation. 3. Workers’ Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment,

	<p>having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; (b) Cross Liability and separation of insured, to the extent permitted by law; (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and (d) 30 Days written notice of cancellation. <p>4. War Risk Accidental Death and Dismemberment Insurance, if applicable, 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>
16.1	The performance security is to be in the amount of 10 percent of the total contract value in the form of an Irrevocable Standby Letter of Credit (ISLC) acceptable to DFATD. The ISLC must remain valid for six (6) months after the completion of the Services.
17.1	<p>Advance payments may be permitted: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following types of expenses are eligible for advance payment:</p> <ul style="list-style-type: none"> (a) Procurement of manufactured equipment (project assets). (b) Costs associated with students and trainees as specified in DFATD's <i>Management of Students and Trainees in Canada: Manual for Executing Agencies</i>.
19.1	Expected date for commencement of consulting and professional services is no later than 30 days following the signature of the Contract.

Section 2. Technical Proposal - Standard Forms

Guidance to Bidders:

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

Proposal.

Bidders Checklist

1. **Mandatory procedural requirements**

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

Mandatory Procedural Requirements	✓
The Bidder has submitted only one Proposal in response to this RFP	
The Proposal validity is 180 days after the closing date of the RFP	
The Proposal is submitted to: Foreign Affairs, Trade and Development Canada Distribution and Mail Services – AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario K1A 0G2 CANADA Attention: Bid Receiving Unit – SGD	
The Proposal is submitted to DFATD no later than the RFP Closing Date indicated in the Data Sheet.	
The Proposal is written in one of the official languages of Canada (English or French).	
The Bidder or, in case of a consortium or joint venture, each member of a consortium or joint venture has completed, signed and included TECH-1 Form in the Proposal.	
The Bidder or, in case of a consortium or joint venture, each member of consortium or joint venture 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 costs of Contractor(s) appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.8).	
Fees for Personnel are expressed as fixed Fee by year (i.e. Year 1, Year 2, etc...) and are 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.	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

2. **Other requirements:**

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

Proposal Presentation and Submission	✓
Has the technical proposal used the headings and numbering system detailed in Section 5, Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in the Data Sheet?	
Has the Bidder submitted its proposal in the number of originals and copies indicated in the Data Sheet?	
Is the Original proposal clearly identified as "Original" on its cover?	
Is the Proposal presented on 8.5" X 11" or A4 paper and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Have the original and all copies of the technical proposal been placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
Have the original and all copies of the financial proposal been placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
If requested in the Data Sheet, have financial statements been submitted in a third sealed envelope clearly marked "Financial Statements"?	
Have the envelopes containing the technical and financial proposals been placed in an outer envelope and sealed?	
Does the outer envelope bear: <ul style="list-style-type: none"> - name of the Bidder - return address of the Bidder - submission address - RFP reference number - project title - the RFP Closing Date 	
Have the Proposal withdrawal, substitution and/ or modification, if any, been done as per ITB	

7.13?	
Technical Proposal	
In case of a consortium or joint venture, has the Member in charge been identified by checking the appropriate box in TECH-1?	
Has the Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture provided information as required 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?	
Has the technical proposal conformed to the specified page limits as indicated in Section 5, Evaluation Criteria?	
Financial Proposal	
If applicable and if Aboriginal direct hiring and/ or sub-contracting is proposed, has the Bidder completed FIN-2?	
Has the Bidder provided estimate of its Reimbursable Expenses that will be incurred in the realization of the project in Canada and in the Recipient Country by filling in the form FIN-3?	
Does the Bidder's price exclude all Applicable Taxes? Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimated amount in the financial proposal separately.	
Has the Bidder indicated in its financial proposal the amount and nature of advances that it will require in undertaking the Contract, if any?	

FORM TECH-1 Acceptance of Terms and Conditions

Guidance to Bidders:

- Signed TECH-1: Acceptance of Terms and Conditions must be submitted with a Bidder's Proposal.
- If a Bidder is a consortium or joint venture, the Bidder's Proposal must include a signed TECH-1 from each Member. DFATD requests that the Member in charge 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: Expert Deployment Mechanism for Trade and Development

From (please print): Bidder's Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

Title (Please Print)

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

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

Signature _____ Date _____

Member in charge

FORM TECH-2 Certifications

Guidance to Bidders:

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

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

1. CANADIAN STATUS

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

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

2. CODE OF CONDUCT FOR PROCUREMENT

The Bidder must respond to the RFP in an honest, fair and comprehensive manner, accurately reflect its capacity to satisfy the requirements stipulated in the RFP and 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.

3. ANTI-TERRORISM REQUIREMENT

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

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

4. INTERNATIONAL SANCTIONS

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

5. 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 will 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.

6. ANTI-CORRUPTION AND FRAUD

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

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

The Bidder hereby certifies that it and its Personnel:

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

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 Services described in the Section 4, Terms of Reference.

10. AVAILABILITY OF RESOURCES

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

11. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

By submitting a Proposal, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a consortium or joint venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

(http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

I, the Bidder, by submitting the present information to the Point of Contact, certify that the information provided is true as of the date indicated below. The certifications provided to DFATD are subject to verification at all times. I understand that DFATD will declare a Proposal non-responsive, or will declare a Consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period or during the

contract period. DFATD will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by DFATD will also render the Proposal non-responsive or will constitute a default under the Contract.

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour.

B. Check only one of the following:

B1. The Bidder is not a consortium or a joint venture.

OR

B2. The Bidder is a consortium or a joint venture. Each Member of the consortium or joint venture must provide in the Proposal a completed TECH-2.

12. 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,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the Consultant is a former public servant in receipt of a pension paid under the Public Service Superannuation Act.

"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 Applicable Taxes.

By completing this certification, the Bidder agrees that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on DFATD's website as part of the published

proactive disclosure reports in accordance with Treasury Board's Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

13. ABORIGINAL FIRM

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

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

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

AND

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

() The Bidder is not Aboriginal.

- **OR** -

() The Bidder is Aboriginal.

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

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

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. If available at the time of proposal submission, the Procurement Business Number of the Bidder issued by Public Works and Government Services Canada, including of each Member if the Bidder is a consortium or joint venture:
6. Is the Bidder registered for the Quebec Sales Taxes (QST)

FORM TECH- 4 Bidder's Experience

Guidance to Bidders:

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

Project/assignment name:	Recipient Country, if applicable:	
Approximate project/assignment value:	Project location within country:	
Name of Bidder who performed services:	Personnel provided:	
	No. of Personnel:	
	No. of person-days:	
Name of client/ funding agency:		
Name of contact person:		
Telephone number:		
Start date (month/ year):	Completion date (month/ year):	Approx. value of services:
Name of associated firm(s), if any:		No. of person-days provided by associated firm(s):
Senior/ key Personnel involved and functions performed:		
Detailed narrative description of project (including the specific roles and responsibilities of the bidder and its particular contribution to the achievement of project results):		
Detailed description of services provided (including the specific roles and responsibilities of the Bidder in the project and his/her contribution to the achievement of the project results) in accordance with Requirement 1 of the Section 5. Evaluation Criteria:		

FORM TECH-5 Methodology

Guidance to Bidders:

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

Not applicable for this RFP

Curriculum Vitae for Proposed Personnel

<i>Proposed position</i>	
<i>Name</i>	
<i>Education (degrees received and pertinent dates)</i>	
<i>Professional Development</i>	
<i>Present employer and position (if applicable)</i>	
<i>Length of service with current employer and status (permanent, temporary, contract employee, associate, etc.)</i>	
<i>Personal Security Clearance: date and security certificate number if available at time of proposal submission.</i>	
<i>Pertinent experience: A summary of the skills and experience in accordance with the rated criteria detailed under Proposed Personnel, in Section 5 (in reverse chronological order)</i>	
<i>A history of employment and assignments, including dates and duration (in reverse chronological order)</i>	
<i>Working experience in developing countries, including countries, formerly known as countries in transition (in reverse chronological order)</i>	
<i>A narrative description of the individual's experience in relation to the position in accordance with the rated criteria in Section 5 Evaluation Criteria detailed under Proposed Personnel ; Requirement 5C, 6C, 7C, or, 8. C) Narrative) .</i>	
<i>References (name, title, phone and email)</i>	

FORM TECH- 6B

Commitment to Participate in the Project

Guidance to Bidders:

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

1 REFERENCE

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

2 GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL

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

3 DECLARATION OF INDIVIDUAL

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

Section 3. Financial Proposal - Standard Forms

FORM FIN-1

TOTAL COST

Guidance to Bidders:

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

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

FORM FIN-1A COST OF PERSONNEL

Guidance to Bidders:

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

Personnel Resource Name	Personnel Position	Year 1 Firm all-inclusive daily Fees \$	Year 2 Firm all-inclusive daily Fees \$	Year 3 Firm all-inclusive daily Fees \$	Year 4 Firm all-inclusive daily Fees \$	Year 5 Firm all-inclusive daily Fees \$	Year 6 Firm all-inclusive daily Fees \$	Year 7 Firm all-inclusive daily Fees \$	Total LOE fixed by DFATD (Days)	Sub-Total Estimated Cost = Average of (year 1, 2, 3, 4, 5, 6 and 7) x Total LOE
	Project Director based in Canada								385	
	Project Manager based in Canada								1540	
	Trade and Investment Expert based in Canada								770	
	Project Coordinator based in Canada								1540	
Total of the Financial Proposal (exclusive of any taxes)										\$

FORM FIN-1B

Guidance to Bidders:

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

Administrative mark-up rate	_____ %
Evaluated administrative mark-up cost $8 \text{ million} \times \frac{\% \text{ of mark-up}}{(1 + \% \text{ of mark-up})}$	FIN-1B = \$ _____
BUDGET SET-ASIDE FOR OTHER PERSONNEL* AND CONTRACTORS	\$8,000,000, including the administrative mark-up.

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

For example, see the table below:

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

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

**FORM FIN-2
ABORIGINAL SUPPLIER INCENTIVE**

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

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

Aboriginal Contractors to be utilized

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

FORM FIN-3 REIMBURSABLE EXPENSES

Guidance to Bidders:

The Bidder is requested to indicate his overall estimate for his reimbursable expenses to operationalize the contract. The breakdown of the cost line items will be refined by the winning Bidder following award of the contract. The Bidder is not to include any fees, cost of contractor(s) (including contractors' reimbursable expenses) or overhead in the reimbursable expenses (except for Local Support Staff). The Bidder is requested to include a provision for inflation, if any, in the total cost.

Indicative Reimbursable Expenses

#	DESCRIPTION	Units	\$ per unit	Subtotal \$
A	Travel and Living Transportation Meals, incidentals and private vehicle Visa Costs Accommodation Other*			
B	Communication costs			
C	Translation and reproduction costs			
	Subtotal Bidder's expenses			
D	COST OF REIMBURSABLE EXPENSES FOR THE MANDATES			Will not exceed \$3,000,000
	TOTAL REIMBURSABLE EXPENSES			

* All other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees". The Bidder is requested to provide a breakdown of these costs by identifying the nature and the estimated value.

Section 4. Terms of Reference

Annex A – Project Description

1. Project Description and Context

International trade and investment flows are now essential drivers of sustainable economic growth and play a central role in broad-based poverty reduction. However, because of challenges due to a lack of institutional, legal, regulatory, governance and human capital capacity, some developing countries need support to take advantage of the opportunities presented by increased trade and investment. Evidence indicates that expanded trade and investment has a strong potential to generate sustainable poverty reduction outcomes. Many developing countries suffer from excessively restrictive trade and investment regimes. In particular, non-tariff barriers, such as poor coordination of border agencies, cumbersome and unpredictable customs procedures and a lack of facilitative measures for established traders, all contribute to undermining legitimate trade. As a result, many developing countries have not been able to integrate successfully into global markets and participate in the growth-inducing and poverty-reducing benefits of trade and investment. Trade and investment related assistance, when properly targeted, can reduce poverty and gender inequalities, promote inclusive popular participation in the development of trade rules and policies, and ensure a more equitable distribution of benefits. It can also ensure that trade rules and policies are consistent with international human rights standards, including labor standards, unlock the potential for jobs and support sustainable economic growth while building mutual prosperity through deeper commercial relations.

Globally, the number of developed countries that are undertaking bilateral and regional free trade and other trade agreement negotiations with developing countries has increased. Moreover, these developing countries are increasingly conditioning the conclusion of these agreements on the provision of technical assistance and capacity building support related to negotiating, implementing and benefiting from and adapting to the agreements. The Bali Trade Facilitation Agreement's provisions on support for developing countries on the implementation of the agreement, coupled with capacity building commitments from the World Bank, the World Trade Organization and the World Customs Organization are indicative of this growing capacity building partnership within the global trading community. On both the bilateral and multilateral fronts, Canada is increasingly being approached to provide trade and investment related development assistance through innovative modalities, such as the Canada-Asia Trade and Investment for Growth (TRIGR) program.

As a leading trade nation, Canada has a wealth of expertise to offer, and the Department of Foreign Affairs, Trade and Development's (DFATD) development assistance program provides a platform for making this expertise available to developing countries. In response to this broad range of needs, the DFATD developed the Canadian Trade and Development Facility (CTDF). The overall purpose of the CDTF is to provide timely assistance to developing countries or groups of developing countries with which Canada is, or will be, negotiating a Free Trade Agreement (FTA) or Foreign Investment Promotion and Protection Agreement (FIPA), or those which have signed, but not yet fully adapted to the agreement(s). The Facility is designed to address priority institutional, regulatory and commercial constraints that could impede progress in trade negotiations and their subsequent implementation, which could ultimately support poverty-reducing trade and investment-led growth in developing countries or regions. Overall, the CDTF is designed to maximize sustainable poverty reduction and economic growth benefits that flow from expanded trade and investment to all citizens, especially the most marginalized. The CDTF includes three major components, including an Expert Deployment Mechanism, a new strategic alliance with the Trade Facilitation Office Canada and other targeted sustainable economic growth projects.

The Facility's first component, the Expert Deployment Mechanism (EDM) – hereinafter referred to as “the project” will identify and address priority capacity building and policy reform issues that have the high potential to reduce poverty, reduce gender inequalities and support progress in FTA / FIPA negotiations and their subsequent implementation. The EDM will deploy a wide range of technical assistance and capacity building support prior to, during and following the conclusion of formal FTA / FIPA negotiations. Developing partner country counterparts, including government and non-government actors as well as private sector interests, will

be able to request EDM assistance through DFATD officials or the selected Consultant. The Consultant in turn will, at DFATD's request, develop country needs assessment plans for selected recipient countries, source and deploy appropriate technical expertise to partner countries and provide support for preparedness for negotiations or support the implementation of, adaptation to, and profiting from the agreement once concluded.

EDM recipients will be drawn from those countries where Canada is or plans to negotiate FTAs or FIPAs and are on the Organization for Economic Co-operation Development (OECD) and Development Assistance Committee (DAC) list of Official Development Assistance (ODA) eligible recipients (developing countries). The EDM is subject to the *Official Development Assistance Accountability Act* (ODAAA), which requires that project activities maintain a central focus on poverty reduction, take into account the perspectives of the poor and uphold international human rights standards.

Under the EDM, and in consultation with partner countries, the starting point for EDM engagement in a given country will be the **Country Needs Assessment Plan** which will identify areas where trade and investment-related technical assistance activities have the greatest potential to stimulate sustainable economic growth and reduce poverty, especially among the most vulnerable groups, while supporting the advancement of Canada's trade and investment interests. Such assessments will be drafted by the Consultant at DFATD's requests, and are expected to include notional implementation and deployment plans, as well as budgetary estimates. These strategies will be crafted in a flexible manner to allow for "just in time" and follow-up technical assistance activities, as well as mandates that aim to further FTA / FIPA negotiations and agreement implementation with Canada.

More specifically, the EDM will enhance the ability of developing countries to negotiate, conclude, implement and adapt to and benefit from FTAs and FIPAs. It will provide responsive technical assistance that supports mandates in trade policy, regulation and building productive capacity, which are expected to assist developing countries expand their trade and investment relationships with Canada, thereby enhancing their ability to integrate into the global market place. By addressing institutional, regulatory and commercial constraints that inhibit trade and investment driven growth in developing countries or regions, the EDM will allow Canada's negotiating partners to complete negotiations and implement agreements in a timely and productive manner, which prioritizes poverty reduction and sustainable economic growth. The EDM will also ensure that the perspectives of the poor are taken into account and that the key DFATD cross-cutting themes of gender equality, environment, governance and human rights are integrated into project activities.

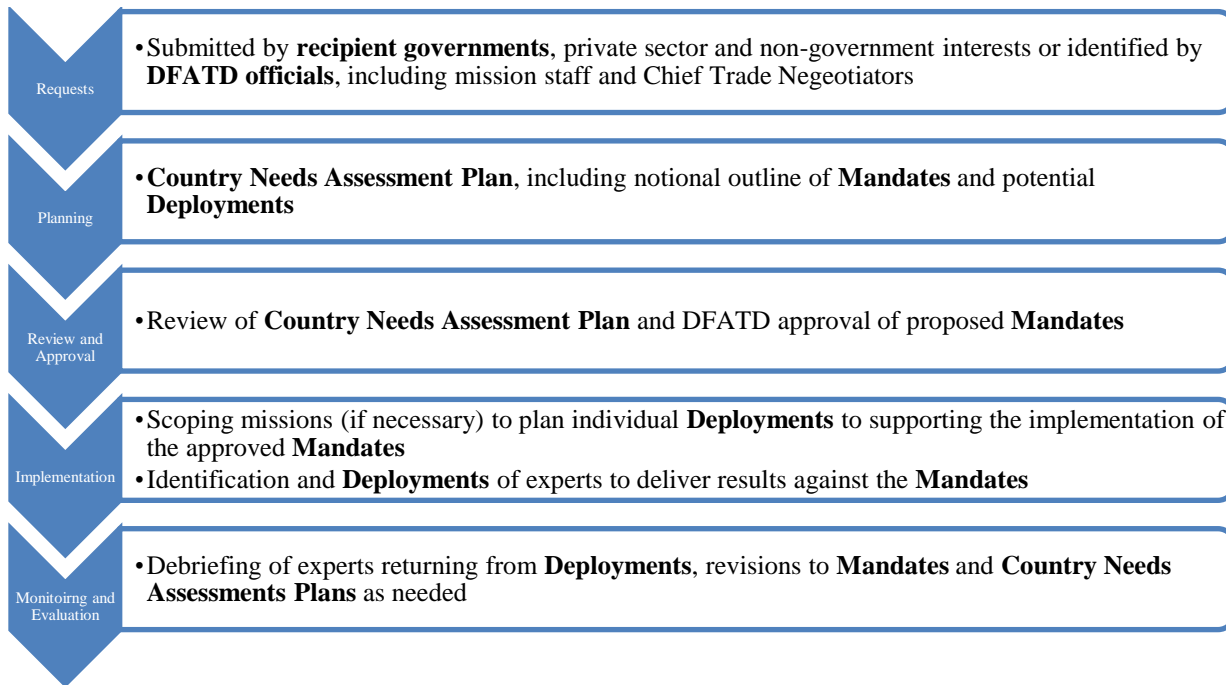
Currently, there are more than 10 FTAs and more than 40 FIPAs in various stages of negotiation with developing countries. All of these countries could potentially be eligible for support under the EDM. While the specific volume of requests on an annual basis will be a function of the status of FTA / FIPA negotiations, identified recipient needs and the viability of proposed **Mandates**, DFATD's previous experience on similar expert deployment initiatives points to an average project volume 10 - 15 **Mandates** of varying levels of complexity operating at any given time, consisting of an average of 100 individual expert **Deployments** per year and an aggregate total of approximately 700 **Deployments** over the course of the EDM project. The table below outlines the strategic hierarchy of EDM support within the context of an individual country.

Country Needs Assessment Plan		Mandates		Deployments
Provides an overall view of the trade and investment situation in the recipient country and outlines a series of proposed poverty-reducing mandates, timelines and resources that will support the advancement of Canada's trade and investment interests. Needs Assessment Plan results are defined at the	⇒	Specific mandates, such as technical assistance in the development of a specific regulatory framework, which are needed to support the Country Needs Assessment Plan . Individual mandates could include a multitude of deployments or other activities. Mandate-level results are defined at the	⇒	Individual expert deployments which support a Mandate , such as a one-week mission to draft a specific regulation. Deployment-level results will be defined at the output level.

intermediate outcome level. The Plans are intended to be dynamic working documents		immediate outcome level.		
The above noted terms appear in bold throughout this RFP and should be interpreted in accordance with the above table.				

The EDM is fully aligned with the Global Markets Action Plan and supports DFATD’s Sustainable Economic Growth Strategy which recognizes that strengthening access to global value chains is an essential element of future prosperity for developing countries.

The implementation of the EDM will follow a structured sequence of receiving requests, planning, review / approval and implementation. The sequence is designed to balance the need to quickly respond to recipient country needs, while maintaining a broad outcome-oriented focus that supports deeper trade and investment relationships with Canada, sustainable economic growth and poverty reduction.



Through targeted technical assistance, recipient countries should be able to finalize and implement trade and investment agreements with Canada in a timely manner while taking into account the perspectives of the poor, and implementing pro-poor, gender responsive legislation that is consistent with international human rights standards and supports enhanced trade and investment with Canada. The EDM will work to improve the productive capacity of key sectors benefitting the poor, particularly the marginalized and women. At the end of these interventions it is expected that institutional, regulatory and commercial constraints that inhibit export-led growth would be reduced. This will enable partner countries to complete negotiations and implement agreements in a manner that is most beneficial to poverty reduction efforts and gender equality, and that leads to sustainable economic growth. The results and logic model will be refined in greater depth during the project’s inception stage.

Human Rights and Governance

Economic growth through increased trade and foreign investment liberalization can increase developing countries’ resources for the realization of human rights and the reduction of poverty. However, economic growth through increased trade and foreign investment does not automatically benefit the poor or lead to greater

promotion and protection of human rights, although when properly targeted, trade and foreign investment can catalyze improvements in human rights through broad-based economic growth and improved social services.

While the human rights and governance related impacts of trade and investment agreements are context specific, overall, there is potential to impact developing countries' legal and regulatory frameworks, including labour rights, business rights (ensuring the poor, including in the informal sector, benefit from trade and related economic development as a result of the trade agreement), and property rights, among other areas.

In parallel to formal trade / investment negotiations and implementation discussions, where legal and regulatory frameworks may need to be improved to introduce appropriate safeguards and transitional measures, the Consultant may need to organize expert **Deployments** to conduct context specific governance, poverty reduction and / or human rights analysis related to the development and implementation of the trade and investment agreements. This will enable capacity to analyze the potential impact of trade agreements on broader social and economic contexts and enable the development of mitigation measures, if required. The Consultant will provide recommendations along these lines to DFATD as part of **Country Needs Assessment Plans**.

As noted above, economic growth does not automatically lead to greater promotion and protection of human rights, although with properly targeted policies and mitigation measures, growth can catalyze social development and strengthen human rights. For example, trade liberalization in agriculture can create export opportunities in agricultural exporting countries and promote growth and development. However, small farmers might not have the capacity to grow sufficient export crops and might even experience greater competition for resources, including land, thus marginalizing them from the potential benefits of trade. Similarly, greater export opportunities might lead to the reallocation of land and other resources away from domestic food production, with possible adverse consequences for household food security. Without the introduction of appropriate safeguards and transitional measures, trade rules and policies could have adverse effects on access to food, and the needs of workers, small farmers and the rural poor. Trade and investment agreements therefore need to be drafted in coherence or in conjunction with developing countries' socio economic policies/legislation and take into account the specific country contexts. Where legal and /or regulatory frameworks need to be improved to introduce appropriate safeguards and transitional measures, the EDM could help build the capacity of country stakeholders to conduct context specific governance analysis. This will enable capacity to analyze the potential impact of trade policies and identify the best way to ensure coherence with existing socio economic policies and inclusive pro-poor growth. In addition, to help increase participation and transparency of the trade and investment negotiating process to increase responsiveness to citizens' rights and needs, to rebalance accountability and to improve policy commitment and effectiveness, the EDM should enable development country stakeholders to access the expertise to carry out consultations and promote popular participation in the development of trade and investment agreements.

EDM will provide complementary expertise, analysis and recommendations on the interplay between human rights and trade / investment and will ensure that governance and human rights are integrated as cross-cutting themes in this project, but additionally it demonstrates due diligence in terms of DFATD's requirements under ODAAA given the potential impacts of future trade agreements between Canada and developing countries. Ensuring that governance and human rights expertise is available to recipient governments, private sector interests and non-governmental actors, in particular vulnerable groups, will mitigate potential and real impacts of trade and investment rules and policies on individuals and groups – in particular the vulnerable, marginalized and socially excluded in these countries. For example, the roster could help identify an expert to undertake an assessment of the impact on a vulnerable group of a potential trade agreement in a particular sector. The expert would work to help identify provisions to be inserted into the trade agreement and actions to be taken outside of the trade agreement.

Environment

When managed properly, trade and investment liberalization can have a positive impact on the environment and promote the efficient allocation of resources to generate positive environmental impacts. For example, trade agreements can offer opportunities to facilitate the flow of clean technologies, encourage strengthening of environmental governance and regulatory frameworks, and facilitate cooperation on trade-related environmental issues of shared interest. However, positive effects may not be automatic and increased economic activity can

also lead to negative environmental effects in some cases. To help ensure that trade agreements support environmental protection, the Consultant will need to integrate sustainable development perspectives and work towards advancing mutually supportive trade and environmental goals in collaboration with project stakeholders, and make appropriate recommendations to DFATD within **Country Needs Assessment Plans**.

The Government of Canada is committed to sustainable economic growth and to achieving mutually supportive trade and environment goals with its trading partners. Where global and trans-boundary impacts due to increased free trade-related economic activity may affect the environment, DFATD will endeavor to work with its free trade partners to enhance environmental protection and promote mutual cooperation to help strengthen national environmental management systems.

The EDM offers significant opportunities for promoting environmental protection, integrating environmental considerations, reducing environmental risks, and building capacity, with the objective of assisting developing countries to enhance their ability to protect the environment and pursue sustainable development opportunities in the context of trade liberalization. In order to do so, the project will seek to develop **Mandates** that:

- assist decision-makers in understanding the environmental implications of trade and investment policy;
- assist negotiators to integrate environmental considerations into the negotiating process;
- contribute to addressing public concerns and demonstrating how environmental factors are being considered in the course of trade negotiations;
- provide access to environment and trade and investment expertise and capacity building in conducting environmental assessments;
- help free trade negotiation partners to enhance their environmental governance and regulatory systems, as well as build capacity, with a view to strengthening the ability of trade partners to implement and benefit from environmental commitments in their trade agreements with Canada ; and/or.
- help partners to undertake analysis of environmental aspects within **Country Needs Assessment Plans**.

As well, the EDM will need to establish a mechanism to assist the Technical Working Group in assessing the environmental implications of all activities under the project, and ensuring that relevant Canadian environmental requirements are met.

Gender Equality

Women play a central role in poverty reduction and face significant hurdles to full and effective participation in many economies, due to legal, social, regulatory and cultural barriers. In order to achieve high rates of sustainable economic growth, a social and economic environment that upholds equality of opportunity for both women and men is essential.

In carrying out its activities, the Consultant will work with project stakeholders to reduce gender inequalities by identifying opportunities for both women and men living in poverty to access the benefits of trade and investment, and include mitigating measures to address gender inequalities that will improve the overall poverty-reduction potential of trade and investment initiatives.

No country undertaking trade liberalization does so from a starting point of equality between women and men. Women, who as a group are the poorest and most marginalized in most countries, may or may not benefit from trade. A growing body of literature on the gender-specific impacts of trade liberalization elaborates on how changes in consumption patterns (related to changes in prices of goods and services), wages, and government revenues can affect women and men differently, with implications for economic growth and poverty reduction. If women are disproportionately excluded from the benefits of trade liberalization, or bear a heavier burden of the costs of adjustment, the result will be an increase in gender inequality. This is not only costly for women, but it further complicates the challenge of poverty reduction. There is also some evidence that suggests that gender inequality itself limits growth, which may be a further constraint in achieving pro-poor impacts from trade liberalization.

Capacity building for women engaged in business to take advantage of the benefits of trade and investment agreements and adapt to the related changes is important. Equally important, and often neglected, is building the

capacity of trade policy institutions to identify and address gender-related issues in other areas of the trade agenda — particularly in trade policy, where decisions are made on priority sectors for liberalization and on the pace and sequencing of trade reforms.

The capacity to conduct gender-based analysis of trade policy measures and impacts is an important aspect of building capacity for trade policy in partner countries. Where trade policy institutions have the capacity to undertake gender-based analyses of trade policy measures and impacts, they will be able to support decision-makers with policy advice and options that are consistent with gender equality objectives. Policies that extend opportunities to both women and men living in poverty to access the benefits of trade (i.e., measures that explicitly take account of the situation of women and the particular constraints they face), and that include mitigating measures to offset potentially-negative effects on specific sectors and on women that would exacerbate existing gender inequality, are essential to realize the full poverty-reduction and economic growth potential of trade-related capacity building **Mandates** and **Deployments**.

2. Project Organization / Governance:

Target Beneficiaries

Recipient Governments

Countries that are considering negotiating, are in negotiations or have completed negotiations for a FTA / FIPA with Canada and require short, medium or long-term technical assistance to fully realize the benefits of the agreement for the nation as a whole.

Private sector and Non-government Interests

Business or trade associations, which require technical assistance to understand how an agreement would affect their operations or their membership, how they can adapt to, and benefit from the agreement, and how they can specifically use the agreement to reduce poverty. Local private sector and non-government interests may also need to be recruited to provide on-the-ground policy and logistical support.

Roles and Responsibilities

DFATD

DFATD has the responsibility to monitor and control the Consultant's contract; analyze the Consultant's implementation and annual work plans, comment on and approve progress, narrative and financial reports; provide the Consultant with approvals and feedback to ensure that the program runs smoothly and achieves results; and authorize and control project-related disbursements.

More specifically, designated DFATD officials will be responsible for coordinating and transmitting requests received by chief negotiators, and from requesting facilitators (DFATD officials and the Consultant). The DFATD Technical Working Group (described under Description of Decision Making Structures) will ensure effective coordination of EDM activities, including the review of **Country Needs Assessment Plans**, **Mandates** and **Deployments**. DFATD will also be responsible for promoting the EDM within the Department, with recipient governments, and more broadly in negotiating partner countries.

DFATD embassy / high commission staff will be called upon to promote the EDM within their country / region as well as assist requestors of EDM assistance by either aiding in drafting proposals / concept notes for funding or directing the requestor to DFATD officials at HQ or the Consultant.

Recipient Country Governments

The recipient country must be preparing for, be in the process of, or have recently completed a FTA or FIPA negotiation with Canada.

Recipient countries of EDM activities will be responsible for identifying to DFATD officials or the Consultant areas where they determine they require technical assistance in order to enhance development gains accruing from trade and investment agreements. Such requests for assistance can come at different stages: pre-negotiation, during the actual negotiation itself, or after the agreement has come into effect when the recipient country requires assistance with implementing and/or adapting the agreement to the national context.

Country Needs Assessment Plans will be developed to capture these needs, and to provide a succinct summary of the EDM's strategy for **Mandates** and notional **Deployments** in the country.

Private Sector and Non-government Interest Groups

Interest groups, such as trade and business associations, including those representing women's interests, will have to be able to identify areas of need that require technical assistance. Such private sector groups will be responsible for contacting an EDM contact (Embassy / High Commission officer, Consultant) to initiate a dialogue. These groups may also be called upon to act as local partners for EDM mandates through the provision of policy advice, local contextualization and logistical support.

Consultant

The Consultant will have the primary responsibility of fulfilling the terms of reference which are primarily focused on the identification and **Deployment** of experts to deliver on the project's results, as defined by the overall project-level PMF, **Country Needs Assessment Plans** and **Mandates**. Throughout the assignment the Consultant will promote a participatory and proactive approach to ensure that all stakeholders actively participate in achieving the EDM's expected results. The Consultant will promote the development of consultation and coordination activities amongst all stakeholders.

The Consultant will lead the development of **Country Needs Assessment Plans** and will ensure that poverty reduction and the key cross-cutting themes of gender quality, environment, human rights and governance are taken into account in the identification of proposed **Mandates** and **Deployments**. The Consultant, in collaboration with DFATD, will assist recipient country governments and/or private sector / non-government interest groups with identifying mandates and developing proposals for EDM, along with subsequent recommendations to the Technical Working Group. The Consultant will also be responsible for broader analytical work in recipient countries, providing insights on the country's trade and investment environment and identifying specific areas for attention from a poverty reduction and cross-cutting theme standpoint. In addition, the Consultant will be responsible for creating information and communication tools for EDM along with templates for proposals and assessments.

The Consultant's specific mandate is described in Annex B.

Description of Decision-Making Structures

DFATD Technical Working Group

A DFATD Trade and Development Technical Working Group (TWG) will serve as the forum to assess, and approve or reject **Mandates** for the EDM. DFATD's Trade and Investment for Growth Program, under the Asia Development Bureau will oversee the Consultant's contract.

Requests to the TWG can be generated through recipient governments, non-government organizations or private sector stakeholders and / or request facilitators (DFATD officials and the Consultant). The Consultant will undertake an initial assessment of **Mandates** and will submit its recommendations to the TWG. The TWG will then assess proposals against established criteria in order to determine whether DFATD should move forward with implementing the request. The TWG will have core members that will be present at every meeting, as well as a rotating cast of country desk DFATD officials for the particular country for which the technical assistance is requested. If a request does not meet the mandate evaluation criteria, the TWG will have the scope to request further refinement of the proposal so that it can be amended to meet the criteria.

Once a proposal has been approved by the TWG, the Consultant will be given instruction to begin the deployment process.

Project Management Committee

A Project Management Committee (PMC) will be chaired by the DFATD Technical Authority and will include representatives of DFATD and the Consultant. The PMC will oversee the effective implementation of the Project through the approval of annual workplans and progress reports during its annual meetings. The PMC does not approve mandates. The Consultant will have three roles within the PMC. First, given that there is no

single local implementing partner, the Consultant will express the needs of the partners to the other PMC representatives. Second, the Consultant will report on the progress of EDM activities, including results achieved and challenges encountered and provide a rationale for the proposed workplan. Third, the Consultant will act as Secretariat at the PMC, book the meetings, take minutes of the discussion and implement recommendations and decisions of the PMC.

The PMC will meet at least once per year.

3. Risks and Constraints

Several broad risks have been identified with the establishment and implementation of the project.

Risks

Risks due to the Global Nature of the Project: There is a risk that the wide variation in culture, language and trade/investment needs throughout the portfolio of eligible countries could make communication and determining appropriate interventions difficult.

Strategic Risks: There is a risk that partner governments, civil society organizations and the private sector may not be able to identify the most strategic trade and investment needs, or that the Consultant incorrectly analyzes these needs.

Financial and Contractual Risks - Timing: There is a risk that funding decisions will not be made or carried out in a timely manner, which would have an impact on development results or relations with partners.

Financial and Contractual Risks – Use of Funds: There is a risk that funds for deployments and mandates will not be used for their intended purposes.

Political Risks – Developing Country Context: There is a risk that the political situation may change in a given country or with developing country civil society or private sector organizations (such as a coup d'état, election, civil unrest) which may affect the achievement and sustainability of development results.

Political Risk – Canadian Priorities: There is a risk that the changing nature of Canadian priorities (development, investment, trade, foreign policy) may affect the achievement and sustainability of development results.

Project Timeline Risk: There is a risk that timelines for trade negotiations are not aligned with project timelines and could negatively impact effectiveness.

Human Resource Risk – Capacity: There is a risk that the Consultant may not have the institutional capacity to carry out all of its responsibilities

Human Resource Risk - Availability: There is a risk that the specialization and/or quality of resources needed to achieve particular outcomes may not be available in sufficient quantity when demand arises due to their engagement in other project activities.

The risks listed above do not constitute a complete list and bidders will be asked to provide additional details regarding risks and associated mitigation measures in their proposal.

Constraints

Official Development Assistance Accountability Act Constraint: There is a constraint that the investments made by the project must abide by the Official Development Assistance Accountability Act

Official Development Assistance Eligibility Constraint: There is a constraint that the list of countries eligible for ODA funding are limited by those on the official Organization for Economic Co-operation and Development – Development Assistance Committee (OECD-DAC) list of ODA eligibility.

Global Markets Action Plan (GMAP) Constraint: There is a constraint that project activities would be prioritized in a subgroup of ODA eligible countries specified in GMAP with which Canada is engaged in trade negotiations.

Funding Constraint: There is a constraint in that the maximum contribution over the length of the project must be within the approved project budget.

Project Governance Constraint: There is a constraint that project decisions take place within project governance mechanisms that involve members of DFATD.

Annex B – Specific Mandate of the Consultant

1. Project title: Expert Deployment Mechanism for Trade and Development

2. Objective:

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

3. Description of Services to be provided:

3.1 General Description

The Consultant will be the overall implementer of the project and will manage, administer and coordinate the various resources required to execute the project. The Consultant will be responsible for carrying out activities required for the financial and operational administration of the project. More specifically, the Consultant must undertake the following tasks under the four broad categories outlined below:

Strategic Planning and Mandate Design

1. Develop **Country Needs Assessment Plans** as requested by DFATD. These plans will include analysis of existing knowledge and skill gaps in partner countries which require technical assistance interventions to facilitate lead up to negotiation and formal negotiation, implementation of or adaptation to trade and investment agreements with Canada. Consultations on trade and investment priorities with national and sub-national governments, private sector interests and non-government actors will be required;
2. Work with relevant recipient country and Canadian stakeholders to develop and design **Mandates**, in keeping with **Country Needs Assessment Plans** which address constraints faced by developing countries in terms of their ability to benefit from trade and investment with Canada;
3. Undertake an initial assessment of **Mandate**-level proposals and draft recommendations on whether to move forward with proposed **Mandates**, or not, with rationale, for submission to the Technical Working Group;
4. Direct approved **Mandates** including (*inter alia*) identifying, recruiting, deploying, and managing contracts of qualified technical experts; ensuring consistency with DFATD's mandate and policies; developing workplan mission guidelines and ensuring workplan consistency; monitoring implementation and collecting and analyzing results of mandates;
5. Ensure all **Mandate**-level terms of reference and workplans are drafted in collaboration / consultation with recipient country stakeholders and that they are consistent with established guidelines;
6. Ensure that poverty reduction and the key cross-cutting themes of gender equality, environment, human rights and governance are taken into account in the design of **Country Needs Assessment Plans** and **Mandates**;
7. Undertake broader analytical work in recipient countries, providing insights on the country's trade and investment environment and identifying specific areas for attention from a poverty reduction standpoint.

Identification and Deployment of Experts

1. Maintain and develop an extensive network of Canadian and international experts for possible **Deployments**;
2. Develop procedures for cost-effective and timely selection, sub-contracting, administration and performance review of appropriate and qualified technical experts for **Deployments**; including a procurement plan as listed under the requirement for the PIP under 7.1 Reports
3. In keeping with **Country Needs Assessment Plans** and approved **Mandates**, identify, select, deploy and manage appropriate technical experts for a wide range of technical / capacity development mandate

needs related to the preparation, negotiation and implementation of Free Trade Agreements (FTA) and Foreign Investment Promotion and Protection Agreements (FIPA) that may be short, medium or long-term. The Consultant may be asked to organize **Deployments** with as little as one (1) week's notice of receiving a request for expertise, although average timelines will range from four (4) to six (6) weeks for short-term assignments;

4. Undertake debriefings and output-level monitoring of completed **Deployments**.

Management and Administration

1. Administer and oversee a responsive technical assistance fund;
2. Provide financial services including administration, disbursement, monitoring and control of DFATD funds. The Consultant must develop and maintain functional and effective systems for the management and control of project expenses and disbursements. The Consultant must maintain records of expenses and disbursements;
3. Manage the project in Canada that acts as a hub to assist with day-to-day project administration, communication, monitoring and logistical needs;
4. Act as the Secretariat for the Project Management Committee (PMC), update PMC on progress made with EDM activities, report on results and provide rationale for work plan, organize annual meetings (procedures and minutes) and follow-up on PMC decisions and recommendation;
5. Develop templates and guidelines, as required, including but not limited to: templates for **Mandate** proposals, guidelines for assessment of proposed **Mandates**, guidelines for **Mandate**-level workplans;
6. Define and oversee the roles and responsibilities of individuals or firms sub-contracted for any aspect of project work, including **Deployments**;

Reporting and Communications

1. Inform DFATD officials in recipient countries in a timely manner of upcoming **Deployments** and that they are aware of complementary activities being undertaken by other donors;
2. Produce reports as specified in section 7 in the specified timelines;
3. Complete and update the Performance Measure Framework (PMF), as detailed in section 7 of Annex B;
4. Monitor the overall project using the approved PMF at the intermediate outcome level, monitor individual **Mandates** at the immediate outcome level using similar results-based management tools and report to the DFATD Technical Authority;
5. Ensure the DFATD Technical Authority is promptly informed of notable achievements, significant challenges and mitigation strategies to address them;
6. Create and maintain an EDM website, develop and distribute marketing materials and tool kits, as required.

3.2 Contract Structure

While DFATD will sign one contract with the Consultant, the project will be implemented in two phases:

3.2.1 Inception Phase:

The inception phase will take place within the first three (3) months after contract signature and will include the development of an Inception Workplan, a Project Implementation Plan (PIP) and a pilot **Country Needs Assessment Plan**.

Following approval of the Inception Workplan, the Consultant must undertake the inception mission to a selected country identified by DFATD. During the Inception Mission the Consultant must, inter alia:

1. Develop methodology, schedule and budget for the completion of the **Country Needs Assessment Plans** as specified in section 7;

2. Liaise with key stakeholders in the pilot country to produce a prioritized **Country Needs Assessment Plan**, as described in section 7, for DFATD review;
3. Establish relationships with national government, other national level agencies, and key civil society and private sector organizations;
4. Establish a methodology to translate the **Country Needs Assessment Plan** into specific **Mandates and Deployments**;
5. Develop procurement and financial procedures;
6. Produce an inception mission report, which will outline the Consultant's findings, along with a forward plan for **Deployments** and achievement of results in the pilot country;
7. Produce a Project Implementation Plan (PIP) as detailed in section 7.

3.2.2 Implementation Phase:

Upon completion and approval in writing of the PIP by the Technical Authority, the Consultant will commence implementation of the project based on participatory methods for both activity planning and implementation.

Project Delivery

1. Develop **Mandate**-level terms of reference for review by the DFATD Technical Working Group;
2. Assess proposals against mandate assessment guidelines and provide recommendation to DFATD Technical Working Group on whether to move forward with mandate or not;
3. Produce **Mandate**-level terms of reference and workplans in collaboration / consultation with local partner and DFATD, and ensure workplans are consistent with established guidelines;
4. Identify appropriate Canadian and international technical assistance for **Deployments**, as requested;
5. Select, contract, deploy and manage technical assistance experts;
6. Work with local partner and / or request facilitator to further refine or develop mandate- level proposals;
7. Monitor performance of **Deployed** expertise;
8. Track mandate-level results and progress; and
9. Produce mandate-level reports.

Analysis

1. At DFATD's request, develop additional Country Needs Assessment Plans; and
2. Produce technical papers / briefs on areas of relevance to the work of the project.

Project Management

1. Produce semi-annual, annual, and project completion progress reports;
2. Produce annual workplans;
3. Produce and certify quarterly financial reports;
4. Assist DFATD in mid-term reviews, evaluations and audits;
5. Develop and maintain an EDM website, including general information on the mechanism and a portal for enquiries; and
6. Develop marketing and briefing material, including toolkits, for EDM, as required.

3.2.3 Management for Results

The Consultant will use DFATD's results-based management (RBM) policy, guidelines and practices to manage and monitor the EDM and its progress towards results. RBM is a project life-cycle approach to improve decision-making, transparency, and accountability and is integral to the DFATD's management philosophy and practice. The RBM approach focuses on managing for development results (outcomes), implementing performance measurement systems, reporting, and learning and adapting as the project progresses.

DFATD has developed three main RBM working tools. These include the Logic Model (LM), the PMF, and the Risk Register.

The Consultant must report against the PMF on progress towards, and achievement, of the outcomes and outputs through the semi-annual progress reports (see section 7 below).

The Consultant will report to DFATD, any problems that may affect the achievement of the project outcomes and suggest solutions or any other measure that may lead more efficiently to the achievement of the project outcomes in accordance with the Special Conditions of the contract 3.14.3.

3.2.4 Integration of cross-cutting themes

A. Gender Equality

Given both the Government of Canada's commitments and DFATD's standards on Gender Equality, the Consultant must be particularly attuned to supporting DFATD's development programming objectives in this regard. The Consultant will provide professional, technical expertise and advice, including strategic advice to project stakeholders both in Canada and in recipient countries to help ensure gender equality is well-integrated in all of EDM's programming, with a focus on gender equality results. In addition to specific local technical advice, the Consultant will integrate gender equality in its monitoring and reporting.

The Consultant will familiarize itself with DFATD's Gender Equality (GE) Policy (see <http://www.international.gc.ca/development-developpement/priorities-priorites/ge-es/policy-politique.aspx?lang=eng>).

B. Environment

In line with DFATD's Strategic Paper on Integrating Environmental Sustainability in International Assistance, and ex-CIDA's environment policy, the Consultant will explicitly and systematically integrate environmental considerations at all stages of the deployment, where relevant. In its reporting, the Consultant will report on the application of the above provisions.

The Canadian Environmental Assessment Act and DFATD's Environmental Integration Process are elements of DFATD's environmental framework that the Consultant will need to consider when implementing the EDM.

The Consultant must integrate environmental sustainability considerations in monitoring and reporting. In addition, the Consultant may be required to provide specific environment-related analysis, monitoring and reporting in response to DFATD requests.

C. Governance

The Consultant will integrate DFATD's approach to governance at all stages of the project, including:

1. supporting local participation and ownership in all stages of project implementation;
2. analyzing the local context, the needs of partners, opportunities for action, and the capacity of DFATD partners to intervene effectively; and,
3. integrating human rights, democracy and governance analysis in the provision of technical assistance and in the design and implementation of mandates.

The Consultant will familiarize itself with the DFATD's definition of governance and the criteria of the Official Development Assistance Accountability Act, as applicable to the project

<http://www.international.gc.ca/development-developpement/priorities-priorites/governance-gouvernance/index.aspx?lang=eng>.

3.4 Provision of Professional Services

The Consultant:

1. Must propose an individual for each of the core positions in 3.4.1;
2. During implementation of the project, will propose technical experts to carry out **Mandates** and **Deployments** as required; and,
3. will review and assess the performance of contracted expertise to ensure that professional standards are met.

3.4.1 Core Positions

Project Director

The Project Director will be based in Canada and have overall management responsibility for the project. She/he will represent the Consultant at the highest level. She/he will oversee the strategic direction for the project.

The specific responsibilities of the Project Director include the following:

1. Provide overall management and strategic direction to ensure that project results in the Logic Model are being achieved on time and within budget;
2. Establish and maintain good working relationships with key senior-level stakeholders, inter alia: DFATD, national and sub-national governments, private sector organizations, non-government actors;
3. Provide overall direction to the project team, including the Project Manager, Trade and Investment Expert and Project Coordinator;
4. Coordinate and liaise with relevant stakeholders including DFATD and Canadian mission staff to ensure complementarity of mandates;
5. Oversee the preparation of the Project Implementation Plan, Performance Measurement Framework, risk register, annual and semi-annual reports, annual workplans, mandate and deployment workplans;
6. Anticipate high-level risks and issues, and address them in a timely and effective fashion to ensure the achievement of results;
7. Represent the Consultant in senior-level project meetings (such as Project Management Committee meetings) or delegate as appropriate;
8. Oversee the implementation of effective and transparent procurement and financial practices, procedures and reporting;
9. Provide senior level technical and project management advice on project matters to relevant country governments, DFATD sections of relevant missions, and DFATD Headquarters.

Project Manager

The Project Manager will be based in Canada and will have day-to-day management responsibility for the project.

The specific responsibilities of the Project Manager include the following:

1. Source and contract appropriate Canadian and international expertise for **Deployments** according to approved **Mandates** and DFATD's request for technical assistance services;

2. Develop, or oversee development of **Mandate**-level terms of reference and workplan guidelines, proposal templates and assessment guidelines;
3. In collaboration/consultation with the Project Director, and using trade and investment expertise, undertake an initial assessment of **Mandate**-level proposals against established assessment guidelines;
4. In collaboration/consultation with the Project Director, and using trade and investment expertise, draft recommendations on **Mandate**-level proposals with rationale, using established assessment guidelines as criteria, to be submitted to the Technical Working Group;
5. Maintain communication and oversight with contracted technical assistance expertise in a multitude of developing countries from a Canadian project office;
6. Establish **Mandate**-level strategy (including proposed **Deployments**, methodology, performance management plan and objectives);
7. Maintain oversight of **Mandates** and **Deployments**, including relevant procurement processes;
8. Identify and develop solutions to challenges in implementing mandates as they arise;
9. Liaise, negotiate and coordinate activities with, and including, participation of multi-stakeholders and partners such as governments (national and sub-national), private sector, and, civil society entities;
10. Facilitate coordination and collaboration among Personnel under his/her supervision;
11. Collect, analyze and synthesize results and ensure reporting and results-based management requirements, as outlined in section 7 of Annex B, are met and submitted to DFATD in the specified timelines;
12. Ensure gender equality, environment, governance objectives are met and integrated into project reporting at all levels (**Country Needs Assessment Plans, Mandates** and **Deployments**) in accordance with section 7 of Annex B; and,
13. Liaise and report to the DFATD technical authority on a regular basis and as required for the successful implementation of the project, including at the level of **Country Needs Assessment Plans, Mandates** and **Deployments**.

Trade and Investment Expert

The specific responsibilities of the Trade and Investment Expert, based in Canada, will include the following:

1. In collaboration/consultation with the Project Manager, undertake an initial assessment of **Mandate**-level proposals against established assessment guidelines and recommend whether the Mandate should move forward, require further refinement or development, or should not be implemented;
2. Maintain technical oversight with contracted technical assistance expertise in a multitude of developing countries from a Canadian project office;
3. Undertake initial fact-finding missions to partner countries as required, and define forward plans for **Deployments**;
4. Ensure that deployed experts are fully debriefed and that recommendations for future action following **Deployments** are compiled and documented;
5. Lead the technical development of **Country Needs Assessment Plans**, ensuring to review relevant existing DFATD studies on country specific and multilateral trade-related assistance so as to not duplicate existing work;
6. Keep an up-to-date inventory of relevant country-specific trade and investment related assistance provided by Canada and other developed country partners to be provided upon request by DFATD;

7. Ensure that **Deployed** experts are fully vetted for their technical competence and are given appropriate pre-departure technical briefings;
8. Maintain a strong awareness of international trade and investment developments; and
9. Produce technical papers / briefs on areas of relevance to the work of the project.

Project Coordinator

The specific responsibilities of the Project Coordinator, based in Canada, will include the following:

1. Ensure that all logistical arrangements are in place for Personnel and **Deployed** experts;
2. Ensure that project expenditures are properly documented and prepare project-level financial reports;
3. Maintain electronic and paper project files;
4. Respond to inquiries from stakeholders within a defined time period;
5. Oversee any relevant procurement processes;
6. Process daily/monthly accounts for expenditures from project bank accounts;
7. Monitor the financial aspects of the project including petty cash, daily/monthly journals, and financial reports;
8. Process cash/bank and travel advance reconciliations;
9. Monitor bank balances in the project bank accounts and ensure invoices are made accurately and on a timely basis;
10. Review expenditures and develop budget control mechanisms which will enable the project to adequately monitor performance according to budget allocation by result;
11. Maintain Payroll and Personnel Files for all project staff; prepare and pay staff salaries and applicable taxes ;
12. Ensure that project financial accounting systems are followed;
13. Prepare for annual project financial audits;
14. Develop and administer processes and procedures for identifying, recruiting, deploying, monitoring technical experts, and as necessary, management of unforeseen human resource issues (e.g. medical leave, poor performance);
15. Provide administrative services necessary to generate reports required under the Project Reporting Requirements (section 7);
16. Administer procurement of good and services; and,
17. Establish and maintain efficient administrative systems including filing and inventory.

3.5 Language Requirements

The proposed candidates for the aforementioned positions must have the following language proficiencies:

English:

Oral = 4 – Advanced Professional Proficiency

Reading = 4 – Advanced Professional Proficiency

Writing = 4 – Advanced Professional Proficiency

3.6 Procurement of Goods and Hiring of ad hoc Professional Resources

The Consultant must procure goods and hire ad hoc professional resources required for the project in accordance with the approved procurement plan described in the PIP.

The Consultant must carry out procurement activities adhering to the following principles:

1. Competition for supply of goods and services. A competitive process means when solicitation of bids enhances access, competition and fairness and assures that a reasonable and representative number of suppliers are given an opportunity to bid and in which the combination of price, technical merit, and/ or quality, are considered in the evaluation;
2. Pre-determined, clear evaluation of selection methods to ensure best value for money;
3. Prompt and transparent notification to winning and losing bidders; and
4. Justification, including evidence of fair price in the event of non-competitive procurement, recorded on file.

Any exception to competition must be justified, documented and will be subject to audit.

4. Role of the Consultant in Project Management Committee

The Consultant will have three roles within the Project Management Committee (PMC). First, given that there is no single local implementing partner, the Consultant will be responsible for coordinating feedback from local country partners on activities that have taken place in the past year and present this feedback to the PMC. Second, the Consultant will report on the progress of EDM activities, including results achieved and challenges encountered, and provide a rationale for the proposed annual workplan. For the completion of the annual workplan, the Consultant will be responsible for ensuring that it has collaborated and consulted with the appropriate stakeholders (both DFATD and local partner countries) to ensure it has the necessary information to provide a forward looking annual workplan. Third, the Consultant will act as the PMC Secretariat, book the meetings, take minutes of the discussion and implement recommendations and decisions of the PMC.

5. Reporting Requirements

The Consultant must forward to DFATD the reports set out below, in section 7.1, in accordance with the standards established for content, presentation, language, number of copies and timelines. Unless otherwise stated, the Consultant will, to the extent possible:

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

7.1 Reports

REPORT TITLE	DESCRIPTION OF CONTENTS	RECIPIENTS	DUE DATE
Inception Workplan	<p>The Inception Workplan must include, but is not limited to the following:</p> <ol style="list-style-type: none"> 1) Details of the Consultant’s initial operational structure for the project, including a work plan by activity, including budget, schedule, Personnel and levels of effort; and 2) An inception mission mandate, outlining tasks, milestones and tasks for a selected country identified by DFATD as a pilot country for a Country Needs Assessment Plan. 	DFATD HQ	Within 30 days of the effective date of the contract
Project Implementation Plan (PIP)	<p>The PIP must include but is not limited to the following:</p> <ol style="list-style-type: none"> 1) Executive Summary 2) Introduction 3) Project Design <ul style="list-style-type: none"> • Context and Rationale • Methodology (updated) • Project Outputs (updated) • Cross-cutting themes (Gender Equality, Environment and Governance Analyses) • An updated Risk Register (using the Risk Register format as per DFATD’s RBM policy) 4) Project Management and Governance <ul style="list-style-type: none"> • Management Approach and Structure • Human Resources Management • Roles and Responsibilities of the Project Stakeholders • Procurement 5) Project Implementation <ul style="list-style-type: none"> • Templates for Mandate-level proposals and guidelines for Mandate assessment and Deployment planning • Gender Equality Strategy • Environmental Sustainability Strategy • Procurement Plan • Sustainability and exit strategy • Budget per input (by line item at a minimum) 6) Project Monitoring and Reporting <ul style="list-style-type: none"> • Logic Model • Performance Measurement Framework (as defined below) • Performance Reporting Framework including results collection strategy and schedule 	DFATD HQ	<p>Draft within 90 days of the effective date of the Contract</p> <p>Final within 45 days of receiving DFATD comments on PIP</p>

REPORT TITLE	DESCRIPTION OF CONTENTS	RECIPIENTS	DUE DATE
	<ul style="list-style-type: none"> • Communications Plan, including a communication strategy to publicize project achievements and to acknowledge DFATD's Contribution. <p>7) Appendices</p> <ul style="list-style-type: none"> • First Annual Workplan and budget • Templates and Guidelines <p>Performance Measurement Framework (PMF):</p> <p>For each level of the Logic Model (Output, Immediate Outcome, Intermediate Outcome, Ultimate Outcome), the PMF must include, as minimum, of the following elements:</p> <ol style="list-style-type: none"> a) Indicators b) Baseline data, disaggregated by sex c) Targets, disaggregated by sex d) Data sources e) Data collection methods f) Frequency g) Responsibility 		
Country Needs Assessment Plan	<p>The Consultant will prepare and submit to DFATD Country Needs Assessment Plans as part of the Inception Phase and on an ad-hoc basis throughout the project. These plans will consist of the following:</p> <ol style="list-style-type: none"> a) Dependent on the stage of trade and investment negotiation, Consultant will through consultation with relevant stakeholders, determine a country-specific analysis of prioritized needs, challenges, and opportunities for deployments or mandates stemming from the existing or proposed agreement in question. 	DFATD HQ	TBD
Annual Workplans and Detailed Budget Forecasts	<p>The Consultant will prepare Annual Workplans to outline work to be performed and budget requirements for the upcoming year, based on anticipated activities following consultations with partners. Annual Workplans will include:</p> <ol style="list-style-type: none"> i. Identification of results to be achieved during the year and the corresponding activities and schedule to achieve these results; ii. Forecast of likely requests and associated level of effort based on analysis of previous trends and upcoming negotiations; iii. Description of how the Gender Strategy will be implemented; iv. Description of how aid effectiveness principles will be furthered through the project; v. Update on planned allocations of staff and other resources by activity; 	DFATD HQ	<p>First Annual Workplan: As appendix to PIP</p> <p>Subsequent Annual Workplans: March 15th of each year.</p>

REPORT TITLE	DESCRIPTION OF CONTENTS	RECIPIENTS	DUE DATE
	<ul style="list-style-type: none"> vi. Accounting of contextual changes, issues, assumptions, risks, problems and constraints, and associated implementation challenges and strategies to address these; and vii. Detailed annual budget by quarter and by contract budget line item, with explanations of deviations from the budget in the PIP and with updated budgetary projections by year for subsequent fiscal years to the end of the project; 		
Mandate workplans and budgets	<ul style="list-style-type: none"> a) To be drafted in collaboration/consultation with the local partner. Describes activities to be implemented over the life of the deployment, including multiple deployments as part of a mandate; includes a LM and a detailed budget. b) The Consultant ensures consistency with workplan guidelines and submits finalized workplan to the DFATD Technical Authority. 	Consultant DFATD	Within five days following the expert's return to Canada Within five days following submission by the expert.
Mandate and deployment reports and final reports	<p>Narrative report to be drafted by the technical experts at the end of individual deployments and reviewed by the project's trade and investment expert. Narrative reports describing the activities, the results, lessons learned, expenses incurred.</p> <p>Mandate final report (for mandates that require several deployments or the conclusion of a mandate) outlines results achieved at impact, outcomes, output levels. Also includes financial report.</p>	DFATD HQ	Within five days following the return of the expert's to Canada (for individual deployments) and within five days following the conclusion of the deployment or mandate (for the final report)

REPORT TITLE	DESCRIPTION OF CONTENTS	RECIPIENTS	DUE DATE
Semi-Annual Narrative Progress Report	<p>The Consultant will prepare semi-annual progress reports to provide an update of activities undertaken and progress achieved against the Annual Workplan. Semi-annual reports will include:</p> <ul style="list-style-type: none"> a) Executive Summary; b) Narrative description of progress made towards achieving results in relation to planned activities; c) Detailed explanation of variances between planned and actual results; d) Description of results achieved in implementing the Gender Equality Strategy; e) Explanation of progress made in integrating principles of aid effectiveness into the project, including country ownership, harmonization with other DFATD and donor projects, and alignment with partner government priorities; f) Analysis of factors which have assisted or impeded project implementation, planning and resource allocation and an update on risks that occurred and how they were addressed; g) A summary of key events, major meetings and decisions taken during the period; h) Proposed changes to project activities or schedules with rationale/justification; i) Appendix listing the participants in key project activities for the period; and j) Appendix listing technical experts sub-contracted and equipment purchased, with brief explanation of procurement process followed. 	DFATD HQ	September 15 th of each year
Annual Narrative Progress Report	<p>The Consultant will prepare and submit annual progress reports reporting against the Annual Workplan. Annual reports will include the same information as outlined above for semi-annual reports but cover the period of one year. In addition, annual reports will include an analysis of the status of the project given the progress made over the reporting year and an assessment of progress towards achieving expected development outputs and outcomes. It will also include a summary of actual project disbursement, by activity, during the year.</p>	DFATD HQ	March 15 th of each year
Quarterly Financial Reports	<p>The Consultant will prepare quarterly financial reports to account for project disbursements during the quarter. Reports will provide financial accounting (tabular form) by contract budget line item as follows:</p> <ul style="list-style-type: none"> a) Budget amount approved overall and revised amount if updated later in Annual Workplans; b) Disbursements for prior years, current year-to-date, and project-to-date; c) Actual disbursements for the previous quarter and forecast disbursements for remaining quarters of the current fiscal year; and d) Explanation of variances (over 10%) between budget and actual disbursements for the current year; e) Total estimated expenditure at end of project and variance; and f) Balance of project funds remaining. 	DFATD HQ	45 calendar days after the end of each fiscal year quarter, i.e., by mid-January, April, July and October.

REPORT TITLE	DESCRIPTION OF CONTENTS	RECIPIENTS	DUE DATE
Minutes of PMC meetings	The Consultant, in its function as Secretariat to the PMC, will take minutes of annual PMC meetings, highlighting conclusions, recommendations and actions to be taken.	DFATD HQ	Within 14 calendar days following the PMC meeting
Exit Strategy	The Consultant will prepare a plan and schedule for phasing out and closing down the project. The plan will include information related to the release of staff, disposal of assets, applicable, and a distinct Sustainability Strategy outlining measures that will be taken to further the sustainability of results.	DFATD HQ	9 months before end date of contract
Project Completion Report	<p>The Consultant will prepare and submit to DFATD a project completion report that provides a synthesis of information contained in the semi-annual and annual progress reports over the duration of the project. The completion report will include:</p> <ul style="list-style-type: none"> a) Description of actual results achieved compared with initial expected results and baseline; b) Assessment of results achieved for cross-cutting issues of equality between women and men, environment and civil society engagement; c) Explanation of progress made in integrating principles of aid effectiveness into the project; d) Analysis of problems, constraints or issues that affected the project and how they were addressed; e) Assessment of future sustainability; f) Lessons learned for future projects of a similar nature; g) Conclusions and recommendations; h) Detailed review of all financial accounting for the project including summary of actual annual and total expenditures by contract budget line item compared to estimated expenditure, with explanation of variance; i) List of project assets (depreciated value identified) disposed of; j) List of any publications that resulted from the project; and k) Summary of all procurement activities undertaken during project implementation. 	DFATD HQ	<p>Draft report three (3) months before end date of contract</p> <p>Final report (incorporating DFATD and stakeholder comments) one (1) month before end date of contract</p>
Special/Other Reports	The Consultant will submit to DFATD on an ad hoc basis various reports (e.g. briefing materials, communication texts, input to annual DFATD project reporting such as IMRT and IPRs, presentations, action plans) as requested by DFATD.	DFATD HQ	To be determined

Section 5. Evaluation Criteria

Guidance to Bidders

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

MANDATORY EVALUATION CRITERIA

NIL

RATED EVALUATION CRITERIA

Score

Guidance for Bidders:

The Rated Evaluation Criteria will be awarded a maximum of seven hundred (700) points. The pass mark is seventy percent (70%) or four hundred ninety (490) points and represents the minimum that will be accepted by DFATD.

For the purpose of the Rated Evaluation Criteria, the following applies:

The terms “**at least**” or “**minimum**” reflect the minimal expectation for a requirement. No points will be given if the expected minimum requirement is not demonstrated.

“**Countries in transition**” is defined as countries transitioning from centrally planned to market-oriented economies (World Bank glossary)

“**Developing countries**” are those listed at the following website: <http://www.oecd.org/dac/stats/dacelist>

“**Failed and fragile states**” is defined as countries where there is a fundamental failure of the state to perform functions necessary to meet citizens’ basic needs and expectations

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

“**Project**” is defined as a contract or a contribution signed individually or in a consortium where the bidder has provided project management services.

Information about “**Results Based Management (RBM)**” can be found in the following: http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/rbm_tools-gar_outils.aspx?lang=eng.

“**Responsive Programming**” is defined as an umbrella mechanism that provides access to expert resources in response to the expressed needs of ODA eligible partner governments, industry associations and civil society organizations.

“**Small and medium-sized enterprises (SMEs)**” are defined as registered businesses with less than 300 employees (World Bank)

RATED EVALUATION CRITERIA	Score
Technical Component	700
Bidder's Experience	140
<p>Requirement 1: Experience in managing and implementing international development projects (up to 70 points for each project presented, for a maximum of 140 points)</p> <p><i>Page limitation: maximum 3 pages per project for a total of 6 pages</i></p> <p>Using form TECH-4, the Bidder should demonstrate its experience in managing and implementing international development projects focused on responsive programming of a similar scope and complexity as described in the Terms of Reference – Section 4. The Bidder should describe two (2) projects.</p> <p>To be deemed eligible a project has to:</p> <ul style="list-style-type: none"> • have a start date within the last ten (10) years. • be at least fifty percent (50%) completed in terms of project duration at the Request for Proposals (RFP) Closing Date <p>If the project presented is deemed ineligible, the Bidder will be awarded zero (0) points for that project.</p> <p>Each project will be scored as described in A, B and C, below.</p> <p><u>A. The project demonstrates the Bidder's experience in managing and implementing international development projects of similar scope and complexity</u> (up to 55 points per project):</p> <p>For the purpose of this criterion:</p> <ol style="list-style-type: none"> i) “Similar scope” means (up to 35 points per project): <ol style="list-style-type: none"> a. Managing relationships with and addressing the capacity development needs of multiple stakeholders through technical assistance as listed below (up to 5 points per stakeholder group up to 15 points per project): <ol style="list-style-type: none"> a) Multiple levels of government, with a preference for those institutions responsible for trade, customs, border management, food safety, etc. b) Private sector, with a preference for export-oriented small and medium enterprises, and c) Civil society stakeholders, with a preference for trade and industry associations b. Experience analyzing, managing, and disseminating large volumes of information consistent with this project's anticipated volume of Mandates and Deployments as described in Annex A, Project Description, of the Terms of Reference (up to 5 points per project) c. Experience in delivering responsive programming, preferably in the field of trade and investment within the context of an international development project (up to 5 points per project) d. Experience in sourcing Canadian and international technical resources to meet identified partner organization requirements (up to 	140

RATED EVALUATION CRITERIA	Score
<p>10 points per project)</p> <p>ii) “Similar complexity” means (up to 18 points per project):</p> <ol style="list-style-type: none"> a. Value: At least \$2M, full points for \$10M or more (up to 10 points per project) b. Duration: At least 2 years, full points for 5 years or more (up to 5 points per project) c. Location: Experience in at least one of the following. Full points for all three locations: i) developing countries (other than countries in transition and failed and fragile states), ii) countries in transition, or iii) failed and fragile states (up to 3 points per project) <p>iii) Points will be awarded if the project includes one (1) person in a core position being proposed by the Bidder in its proposal under “Personnel” (2 points per project)</p> <p><u>B. The project demonstrates the Bidder’s experience using results-based management tools and techniques, identifying risks, and taking corrective measures in implementing and managing projects</u> (up to 9 points per project):</p> <p>Points will be awarded for:</p> <ol style="list-style-type: none"> a. A description of the relevant results-based management tools and techniques used (up to 5 points per project) b. A description of the risks encountered while implementing the project and the corrective measures taken to mitigate these risks. (1 point per relevant risk for a maximum of 2 points + 1 point per mitigation measure for a maximum of 2 points up to 4 points per project) <p><u>C. The project demonstrates the Bidder’s corporate experience in integrating cross-cutting themes</u> (up to 6 points per project):</p> <p>Points will be awarded for projects that:</p> <ol style="list-style-type: none"> a. Integrate gender equality into its design and implementation, including the mechanisms used to ensure an equal benefit to men and women (up to 2 points per project) b. Integrate environmental considerations into its design and implementation, including the mechanisms used to minimize the environmental impact of the project (up to 2 points per project) c. Integrate governance and human rights into its design and implementation, including the mechanisms used to mitigate negative repercussions of the project with respect to governance and/or human rights. (up to 2 points per project) 	
Sub-total	
Proposed Methodology	211

RATED EVALUATION CRITERIA			Score
Requirement 2: Approach to implementing the project (up to 187 points)			187
2.1 Project Management and Implementation Plan (maximum 12 pages, 142 points total).			
The Bidder should provide a project management and implementation plan which should include a description of the following elements:			
	Element	Criteria	
2.1.1	Expert / resource identification	<p>The Bidder should provide a description of its network of experts/resources from which it can identify qualified Canadian and international experts to address the requirements stated in the TORs. (up to 10 points for each dimension – up to 40 points). The description should include:</p> <ul style="list-style-type: none"> • the breadth of its network in identifying resources across sectors (government, non-government, academia, private sector, etc), • the depth of its network in terms of quantity of experts to meet the needs of this project, • the relevance of the expertise contained in the network to address the main areas of interest of the project, and • the currentness of the network 	
2.1.2	Preparation of experts/resources	<p>The Bidder should describe a strategy, during the expert resource recruitment processes, for ensuring i) that resources and experts are selected based on merit, ii) maximizes competition, iii) timely responses to requests in keeping with the TORs (up to 10 points per element for a maximum of 30 points)</p> <p>The strategy will be assessed on its clarity and relevance.</p>	
2.1.3	Knowledge management	<p>The Bidder should describe a knowledge management strategy which includes the methods and tools that will be used to ensure (up to 7 points per element for a maximum of 28 points) :</p> <ol style="list-style-type: none"> i. up-to-date knowledge of global trade and investment developments, ii. up-to-date knowledge of FTAs / FIPAs and the status of Canada’s FTA / FIPA negotiations, and broader trade and investment developments in those countries where Canada is negotiating/ has concluded such agreements, iii. up-to-date knowledge of social and economic trends in beneficiary countries, particularly those sectors that could be impacted by FTAs/FIPAs, and iv. the systematic capturing of knowledge from completed Deployments <p>The strategy will be evaluated on its appropriateness, where appropriate means efficient, comprehensive and relevant.</p>	
2.1.4	Results-based	The Bidder should describe a strategy for the application of results-based management (RBM) tools that	

RATED EVALUATION CRITERIA			Score
	management	takes into account the multiple layers of this project (Country Needs Assessment Plan, Mandate, Deployment) (up to 8 points) The appropriateness of the strategy will be assessed, where appropriate means RBM tools are integrated throughout the project, an understanding of RBM tools is indicated, the principles of RBM integration are reflected and the multiple levels of the project are taken into account.	
2.1.5	Logistics management	The Bidder should describe a logistics management strategy that is appropriate for managing the often complex logistical challenges associated with i) multiple mandates , ii) multiple locations , iii) diverse cultures , and iv) foreign languages . (up to 5 points per element for a maximum of 20 points) The strategy should focus on the methods and mechanisms, and the roles and responsibilities of the various personnel in managing these logistical elements. The appropriateness of the strategy will be assessed, where appropriate means the efficiency and effectiveness of the methods and mechanisms and the structure of the roles/responsibilities of the various personnel.	
2.1.6	Management costs containment	The Bidder should present a management costs containment strategy identifying measures that it would use, to ensure the containment of management costs in relation to programming costs, within the context of variable responsive (ie frequency and location) programming requirements, focusing on the rationalization of resources and adaptation to different priorities (4 points per measure up to 16 points)	

2.2 Approach to DFATD Cross-Cutting Themes (up to 40 points)

The Bidder should demonstrate its understanding of the project outlined in Section 4 – Terms of Reference of this RFP - by describing its proposed approach to implementing the project in relation to the following:

- Environmental Sustainability which will describe the activities, tools and methods used to incorporate environmental principles into Mandates and Deployments to meet the current needs of the stakeholders and ensure their buy-in, and achieve long-term results; up to 10 points (1 page maximum)
- Gender Equality which will describe how Mandates and Deployments will be delivered in a manner that enhances the equality of benefits between women and men, that considers the impact of activities on both women and men, and that considers the potential for long-term productivity of both women and men; up to 10 points (1 page maximum)
- Sustainability which will describe the activities, tools and methods to incorporate sustainable development principles into project delivery, to ensure that stakeholders inherit a stock of skills that are greater than what they had previously and will provide them with potential for long-term productivity, and to engage with stakeholders in a manner that will build local buy-in to sustain project results. up to 20 points (1 page maximum)

The proposed approach will be evaluated in accordance with its clarity and comprehensiveness.

2.3 Approach to Human Rights Mitigation

RATED EVALUATION CRITERIA	Score
<p>The Bidder should describe its approach to mitigating any human rights issues it becomes aware of while carrying out its responsibilities in the trade and investment spheres.</p> <p>The approach will be evaluated on its appropriateness to the human rights issues identified and their relationship to trade and investment (up to 5 points)</p>	
<p>Requirement 3: Risk and Mitigation Strategies (1 page maximum, 24 points).</p> <p>For each of the three risks identified below, the Consultant should:</p> <ul style="list-style-type: none"> a) Describe the implications of each risk for the project (up to 4 points per risk) b) Describe a mitigation strategy (up to 4 points per risk) <p>Strategic Risk: There is a risk that recipient governments, civil society organizations and private sector may not be able to identify most strategic trade and investment needs, or that the Consultant incorrectly analyzes these needs.</p> <p>Human Resource Risk - Availability: There is a risk that the specialization and/or quality of resources needed to achieve particular outcomes may not be available in sufficient quantity when demand arises due to their engagement in other activities.</p> <p>Logistical Risk: There is a risk that the intersection of multiple interdependencies, including the timing of sensitive FTA/FIPA discussions, complex logistical arrangements and cross-cultural differences may inhibit the timely and effective delivery of technical assistance.</p> <p>For this requirement the implications and the mitigation measures should demonstrate an understanding of the principles of integrated risk management.</p>	24
Sub-total	
Proposed Personnel	349
<p>Requirement 4: Project Director (based in Canada) <i>Page limitation: maximum 4 pages + 1 page for narrative</i></p> <p>Using Form TECH-6A, “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the CV of the proposed Project Director. The CV will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> A. Education and Professional Development (up to 10 points) <ul style="list-style-type: none"> i) The proposed individual should have at least a Bachelor’s degree in any discipline, ideally a Master’s degree in a relevant discipline (up to 5 points). <p>For the purpose of this criterion, “relevant discipline” means commerce, social sciences (for example, business administration, trade, economics or international development). If applicable, the Bidder should demonstrate that the proposed individual’s degree is in a relevant discipline.</p> ii) Points will also be awarded for professional development completed by the proposed individual in the past ten (10) years 	69

RATED EVALUATION CRITERIA	Score
<p>(including training, publications, and research) related to: (up to 5 points)</p> <ul style="list-style-type: none"> - business administration, - trade facilitation, - economic development, - trade policy and regulations, - capacity development <p>B. Experience (up to 47 points)</p> <p>The proposed individual should have at least 36 months experience in:</p> <p>i) representing, as head of organization or as a senior executive (such as chief executive officer, president, director general, partner) of a private enterprise, civil society organization or government institution at international fora (9 points)</p> <p>ii) carrying out the following functions in the context of the overall direction of multi-year complex international development projects (up to 18 points):</p> <ul style="list-style-type: none"> a) senior-level representational responsibilities (3 points); b) high-level strategic project planning (3 points); c) oversight of implementation (3 points); d) oversight of procurement (3 points) e) human and financial resource management (3 points); f) approval of progress and financial reporting (3 points). <p>Note:</p> <ul style="list-style-type: none"> • For the purpose of this criterion, “multi-year complex international development project” means international development projects of at least three (3) years in duration in the last 15 years and of a value of at least five million Canadian dollars (\$5M). • The experience may have been acquired in the context of different projects. <p>iii) leading initiatives (projects, programmes, or negotiations) preferably related to private sector development, ideally focused on trade or investment agreements (including but not limited to negotiation, implementation or adaptation of these agreements) (up to 10 points);</p> <p>iv) working with at least two (2) types of stakeholders, including government, civil society and private sector preferably at senior levels (such as chief executive officer, president, director general, partner) (up to 10 points);</p> <p>The thirty six months (36) mentioned above is the threshold at which the criteria described above will be assessed. No additional points will be awarded for more years.</p> <p>C. Narrative (up to 12 points)</p> <p>i) The Bidder should provide a short narrative description (maximum 1 page) of the proposed individual’s experience in each of</p>	

RATED EVALUATION CRITERIA	Score
<p>the following areas including specific examples (up to 4 points per area, up to 12 pts):</p> <ul style="list-style-type: none"> a) Leading a responsive technical assistance mechanism; b) Ensuring crosscutting themes are considered (gender equality, environment, governance) c) Using performance based management procedures, ideally RBM <p>The narrative will be evaluated on its appropriateness and on the quality of the examples provided.</p>	
<p>Requirement 5: Project Manager (based in Canada)</p> <p><i>Page limitation: maximum 4 pages + 1 page for narrative</i></p> <p>Using Form TECH-6A, “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the CV of the proposed Project Manager (based in Canada). The CV will be evaluated based on the following criteria:</p> <p>A. Education and Professional Development (up to 10 points)</p> <p>i) The proposed individual should have at least a Bachelor’s degree in any discipline, ideally a Master’s degree in a relevant discipline (up to 5 points).</p> <p>For the purpose of this criterion, “relevant discipline” means social sciences (for example, business administration, trade, economics, or international development). If applicable, the Bidder should demonstrate that the proposed individual’s degree is in a relevant discipline.</p> <p>ii) Points will also be awarded for professional development completed by the proposed individual in the past ten (10) years (including professional training, publications, research) related to: (5 points)</p> <ul style="list-style-type: none"> • business administration, • local economic development, • policy and regulations, • public sector/administration reform • capacity development. <p>B. Experience (up to 70 points)</p> <p>The proposed individual should have at least thirty-six (36) months experience in :</p> <p>i) in each of the following functions in the context of management (5 points), preferably in one or more multi-year complex international development projects (5 points) (up to 40 points):</p> <ul style="list-style-type: none"> a) oversight of project planning and implementation (up to 10 points); b) human and financial resource management (up to 10 points); c) reviewing progress and financial reporting (up to 10 points); 	120

RATED EVALUATION CRITERIA	Score
<p>d) procurement and expert recruitment (up to 10 points)</p> <p>Note:</p> <p>Management includes: ensuring individual mandates are on track to achieve overall project goals; human resources are properly deployed and tasked to achieve overall project goals. The experience may have been acquired in the context of different projects.</p> <p>For the purpose of this criterion, “multi-year complex international development project” means international development projects of at least three (3) years in duration in the last 15 years from the closing date of the RFP and of a value of at least five million Canadian dollars (CAN\$5M).</p> <p>ii) managing projects with dispersed resources in a multitude of developing countries (full points for 7 developing countries)(up to 20 points).</p> <p>iii)the application of results-based management (RBM) principles and tools in the planning, implementation, monitoring and evaluation of international development projects (up to 10 points).</p> <p>The thirty six months (36) mentioned above is the threshold at which the criteria described above will be assessed. No additional points will be awarded for more years.</p> <p>C. Narrative (up to 40 points)</p> <p>i) The Bidder should provide a short narrative description (maximum 1 page) of the proposed individual’s experience in each of the following areas including specific examples (up to 8 points per area, maximum 40 points).</p> <p>a) Linking technical assistance requests with appropriate expertise;</p> <p>b) Liaising, negotiating and coordinating activities with and including participation of multiple stakeholders and partners such as governments (national and sub-national), private sector, and, civil society entities;</p> <p>c) Performance-based narrative and financial reporting, including the reporting of best practices and lessons learned;</p> <p>d) Facilitating coordination and collaboration among advisors, consultants or staff under his/her supervision;</p> <p>e) Ensuring project-level gender equality, environment, governance objectives are met.</p> <p>The narrative will be evaluated on its appropriateness and on the quality of the examples provided.</p>	
<p>Requirement 6: Trade and investment expert (based in Canada)</p> <p><i>Page limitation: maximum 4 pages +1 page for narrative</i></p> <p>Using Form TECH-6A, “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the CV of the proposed Trade and Investment Expert (based in Canada). The CV will be evaluated based on the following criteria:</p> <p>A. Education and Professional Development (up to 15 points)</p>	95

RATED EVALUATION CRITERIA	Score
<p>i) The proposed individual should have at least a Bachelor’s degree in any discipline, ideally a Master’s degree in a relevant discipline (up to 5 points).</p> <p>For the purpose of this criterion, “relevant discipline” means international trade, economics, marketing or business administration. If applicable, the Bidder should demonstrate that the proposed individual’s degree is in a relevant discipline.</p> <p>ii) Points will also be awarded for professional development completed by the proposed individual in the past ten (10) years (including training, publications, research) related to: (up to 10 points) (full points for training, publications <u>and</u> research)</p> <ul style="list-style-type: none"> • commercial or trade law, • Customs modernization and reform, • bilateral, regional or multilateral trade agreements • foreign investment regulations and / or law, • public sector/administration reform • market analysis. <p>B. Experience (up to 50 points)</p> <p>The proposed individual should have:</p> <p>Experience in carrying out research, analysis, provision of policy advice and / or delivery of technical assistance in five of the following trade and investment policy areas, including a full explanation of the role of the individual and their contribution to the activities completed, and the results achieved (up to 10 points per area, up to 50 points):</p> <ol style="list-style-type: none"> a) trade policy research and analysis b) trade or commercial law c) analyzing trade information, evaluating market and economic factors d) promoting business development and partnerships in developing countries e) building the capacity of trade or economic related ministries f) leading a trade related stakeholder organisation; g) negotiating, analyzing or monitoring multilateral, regional and bilateral trade agreements; h) executing international business strategies i) applying international best practices in trade and foreign investment <p>Points will be awarded based on specific experience described of the functions undertaken and include an explanation of the role of the individual and their contribution to the activities completed. If more than five policy areas are presented, only the first five will be evaluated.</p> <p>C. Narrative (up to 30 points)</p>	

RATED EVALUATION CRITERIA	Score
<p>The Bidder should provide a short narrative description (maximum 1 page) of the proposed individual’s experience in each of the following areas including specific examples (up to 10 points per area, maximum 30 points).</p> <ul style="list-style-type: none"> a) Delivering technical assistance on international trade and investment issues ; b) Building networks of experts on international trade and investment issues ; c) Providing advice towards the negotiation, implementation and / or monitoring of FTA or FIPAs and on the building of partnerships between government, civil society and the private sector in support of trade facilitation and foreign investment <p>The narrative will be evaluated on its appropriateness and on the quality of the examples provided.</p>	
<p>Requirement 7: Project Coordinator (based in Canada)</p> <p><i>Page limitation: maximum 4 pages+ 1 page for narrative</i></p> <p>Using Form TECH-6A, “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the CV of the proposed Project Coordinator (based in Canada). The CV will be evaluated based on the following criteria:</p> <p>A. Education (up to 10 points)</p> <p>The proposed individual should have at least a Bachelor’s degree in any discipline, ideally a Master’s degree in a relevant discipline (up to 10 points).</p> <p>For the purpose of this criterion, “relevant discipline” means social science (for example, business administration, trade, economics, or international development) or an accounting designation. If applicable, the Bidder should demonstrate that the proposed individual’s degree is in a relevant discipline.</p> <p>B. Experience (up to 45 points)</p> <p>The proposed individual should have at least twenty-four (24) months experience in:</p> <ul style="list-style-type: none"> i) each of the following functions in the context of coordination (4 points), preferably in one or more multi-year complex international development projects (3 points) (up to 35 points): <ul style="list-style-type: none"> a) financial reporting and forecasting (up to 7 points); b) travel management (up to 7 points); c) briefing of, and support to experts and project staff (up to 7 points); d) procurement of goods and services (up to 7 points); e) maintenance of project files (up to 7 points). <p>Note: For the purpose of this criterion, “coordination of multi-year complex international development projects” means the individual is participating in the functions listed above in relation to one or more international development project of a least three (3) years in duration in the last 15 years from the closing date of the RFP and of a value of at least five million Canadian dollars (\$5M).</p> <p>Coordination means: ensuring that all logistical, financial, reporting, procurement and records management activities are in place to</p>	65

RATED EVALUATION CRITERIA	Score
<p>support the achievement of overall project goals; the experience may have been acquired in the context of different projects.</p> <p>ii) coordinating projects with dispersed resources in a multitude of developing countries from a central headquarters hub (full points for 7 developing countries) (up to 10 points).</p> <p>The twenty-four (24) months mentioned above is the threshold at which the criteria described above will be assessed. No additional points will be awarded for more years.</p> <p>C. Narrative (up to 10 points)</p> <p>The Bidder should provide a short narrative description (maximum 1 page) of the proposed individual's experience in each of the following areas including specific examples (up to 5 points per area, maximum 10 points).</p> <p>a) Experience in administrative and financial coordination of international development projects;</p> <p>b) Experience in organizing the travel logistics for international development projects;</p> <p>The narrative will be evaluated on its appropriateness and on the quality of the examples provided.</p>	
Sub-total	
Total Technical Component	700
Passing Mark	490

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

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

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CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES

between

the Department of Foreign Affairs, Trade and Development
[DFATD]

and

[Name of the Consultant]

[Address of the Consultant]

in relation to

Expert Deployment Mechanism for Trade and Development

A. Contract

TIME-BASED

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

OR

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

I. General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association;
 - (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 daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.

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

determining the reasonableness of a particular cost, consideration will be given to:

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

1.2 Relationship Between the Parties

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

1.3 Law Governing the Contract, permits, licenses, etc.	1.3.1	This 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 appears first 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
	(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 GC2.8, to terminate the Contract.

1.11.3 The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "Federal Contractors Program Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Consultant in default as per the terms of the Contract.

1.12 Conflict of Interest

1.12.1 Given the nature of the work to be performed under this Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the Consultant acknowledges that it will not be eligible to bid, either as a Consultant or as a Sub-consultant or 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 Documenta-

1.13.1 The Consultant agrees that DFATD may translate any documentation delivered to DFATD by the Consultant that does not belong to DFATD under the GC 3.7 and 3.8. The Consultant acknowledges that DFATD owns the translation and that it is under no

tion obligation to provide any translation to the Consultant. DFATD agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. DFATD acknowledges that the Consultant is not responsible for any technical errors or other problems that may arise as a result of the translation.

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

2.3 Amendment and Waiver 2.3.1 Any changes to the Services (with the exception of changes to the output level), value or period of Contract, modifications to any terms and conditions of the Contract, or to the logic model at the intermediate outcome level or higher will only be valid if effected by means of a written amendment to the Contract executed by the Parties on a document entitled "Amendment".

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

2.3.3 A waiver of any condition or right of the Contract will not prevent a Party from enforcing that right or condition in the case of a subsequent breach.

2.4 Contract Approvals 2.4.1 Acceptance of Plans and Reports
The Consultant will provide the Technical Authority with 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 plans and reports, Contract Change Forms, Project Change Forms through a notice as described in GC 1.6.
 - (b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within 20 working days.

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

- (a) The addition of a new position or a change in an existing position’s description or level (in terms of qualifications and experience), or the replacement of Personnel with an individual with lower qualification as described in the GC 4.4.
- (b) Any Fees related to the addition of a position or modification of Fees related

to a change in a position, or replacement of Personnel as described under (a).

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

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

- (c) Changes to the titles of the outputs or immediate outcomes identified in the logic model and changes to the descriptions of the outputs (if applicable) in Annex B, Terms of Reference.
- (d) Reallocation of funds between the categories Fees, overseas costs for Personnel on long-term assignment and Reimbursable Expenses as established in Annex A, Basis of Payment.

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

Project Change Form and Annual Work plan

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

- (a) Replacement of any member of the Personnel assigned to an existing position(s) with a substitute with equivalent or better qualifications and experience or initial staffing of an individual to an existing position. Fees related to an existing position must remain unchanged. The overseas costs associated to the position(s) for the Personnel on long-term assignment must remain unchanged;
- (b) New sub-activities, changes to sub-activities, or any increase or decrease greater than 10 percent, or \$10,000 whichever is greater, in the distribution of cost among the budget line items specified in Annex A, Basis of Payment.

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

2.5 Time of the essence

2.5.1 The Services must be performed within or at the time stated in the Contract and in accordance with the 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. The Consultant agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.

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

- (a) the value of 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.

2.9 Termination for Convenience

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.

2.9.1 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) the 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;
- (c) all costs DFATD considers reasonable incidental to the termination of the Services incurred by the Consultant excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Consultant is obligated by statute to pay.

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

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

2.10 Cessation of Rights and Obligations

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

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

- 2.11 Assignment of Contract**
- 2.11.1 The Consultant must not assign the Contract without first obtaining the written consent of the Contracting Authority. An assignment agreement signed by the Consultant and the assignee must be provided to DFATD before such consent for assignment is given. Any assignment made without that consent is void and will have no effect.
- 2.11.2 Assignment of the Contract does not relieve the Consultant from any obligation under the Contract and it does not impose any liability upon DFATD.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

Standard of Performance

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

Warranty by Consultant

- 3.1.2
- (a) In line with fundamental principles of human rights that are embedded in the [Canadian Charter of Rights and Freedoms](#), DFATD prohibits discrimination based race, national or ethnic origin, colour, religion, sex, age or mental or physical disability. The Consultant represents and warrants that:
- (i) it agrees to abide with any governing law protecting individuals against any manner of discrimination regardless of location of work;
- (ii) it must not discriminate with respect to individuals' eligibility to participate as a beneficiary of the development initiative beyond what is targeted in the Terms of Reference of this Contract.
- (b) The Consultant represents and warrants that:
- (i) it is competent to render the Services;
- (ii) it has everything necessary to render the Services, including the resources, facilities, labour, technology, equipment, and materials; and
- (iii) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to render the Services.
- (c) The Consultant must:
- (i) render the Services diligently and efficiently;
- (ii) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- (iii) render the Services in accordance with standards of quality acceptable to DFATD and in full conformity with the Terms of Reference and all the requirements of the Contract; and
- (iv) provide effective and efficient supervision to ensure that the quality of Services meets the requirements of the Contract.

- (d) The Services must not be performed by any person who, in the opinion of DFATD, is incompetent, unsuitable or has been conducting himself/herself improperly.
- (e) All Services rendered under the Contract must, at the time of acceptance, conform to the requirements of the Contract. If the Consultant is required to correct or replace the Services or any part of the Services, it must be at no cost to DFATD.

Evaluation of Performance

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

3.2 Confidentiality and privacy

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

- v. personal protective equipment, etc.), as required;
- v. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.);
- vi. Evacuation, including emergency medical evacuation, procedures;
- vii. Abduction/Missing person protocol(s); and
- viii. Processes for security awareness updates, as required.

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

For all contracts:

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

3.4.4 Personnel

For the purposes of the GC 3.4 the term “Personnel” includes:

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

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

3.4.5 Sub-consultants and Contractors

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

3.5 Initial Visit and Audit

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

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

**3.6
Authorization to
Continue**

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

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

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

Definitions

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

collaboration of two or more creators whose respective contributions cannot be distinguished in the case of a work of joint authorship, or the original expression written in distinct parts by different authors, or which incorporates works or parts thereof by different authors, in the case of a collective work, whether or not protected under an applicable national law. Work does not include software and related software documentation.

Licenses and Assignments

Beneficiaries of the assistance project

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

In consideration 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
Liability**

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

**3.10
Equipment,
Vehicles and
Materials**

***Equipment,
Vehicles and
Materials
Furnished by
DFATD***

- 3.10.1
- (a) Equipment, vehicles and materials made available to the Consultant by DFATD must be used by the Consultant solely for the purpose of the Contract and will remain the property of DFATD. The Consultant must maintain adequate accounting records of all equipment, vehicles and materials furnished by DFATD and, whenever feasible, mark it as being the property of DFATD.
 - (b) The Consultant must take reasonable and proper care of all equipment, vehicles and materials furnished by DFATD while it is in its possession or subject to its control. The Consultant is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by force majeure, ordinary wear and tear.
 - (c) At the time of submission of the final report, the Consultant must provide to

DFATD an inventory of and return to DFATD all equipment, vehicles and materials furnished by DFATD relating to the Contract.

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

- 3.10.2 Where the Consultant procures equipment, vehicles, materials, services, or assets to meet the requirements of the Contract, it must carry out procurement activities adhering to the following principles:
- (a) Competition for supply of goods and services. A competitive process means when solicitation of bids enhances access, competition and fairness and assures that a reasonable and representative number of suppliers are given an opportunity to bid and in which the combination of price, technical merit, and/ or quality, are considered in the evaluation.
 - (b) Pre-determined, clear evaluation of selection methods to ensure best value for money;
 - (c) Prompt and transparent notification to winning and losing bidders; and
 - (d) Justification, including evidence of fair price in the event of non-competitive procurement, recorded on file.

Any exception to competition must be justified and documented and may be subject to audit.

- 3.10.3 Equipment, vehicles and materials purchased by the Consultant wholly or partly with funds provided by DFATD, will be the property of the Consultant and will be marked accordingly by the Consultant for the period of the Contract.

- 3.10.4 At the time of submission of the final report, or as required at any other time, the Consultant will make available to DFATD an inventory of such equipment, vehicles and materials along with a plan for disposal, and will at no cost transfer such equipment and materials to the Recipient Country or another entity following DFATD's approval of the disposal plan.

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

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

**3.12
International
sanctions**

- 3.12.1 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).
- 3.12.2 The Consultant agrees that DFATD relies on the Consultant's undertaking in the GC 3.12.1 to enter into this Contract, and that any breach of the undertaking will entitle

DFATD to terminate this Contract under the GC 2.8.

- 3.12.3 The countries or groups currently subject to economic sanctions are listed on the Department of Foreign Affairs, Trade and Development site.
- 3.12.4 The Consultant agrees that only the text as published in the *Canada Gazette, Part II*, is authoritative.
- 3.12.5 The Consultant, its Personnel, Local Support Staff and Contractors must comply with changes to the regulations imposed during the period of Contract. The Consultant must immediately advise DFATD if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with the GC 2.9.

3.13 Public recognition

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

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

3.14 Managing for Results

- 3.14.1 The Consultant must monitor project outputs and outcomes using indicators specified in the most recently approved version of the Performance Measurement Framework.
- 3.14.2 The Consultant must propose adjustments to sub-activities and outputs, in accordance with the provisions of the contract detailed under the GC 2.4, to ensure achievement of outcomes at the immediate, intermediate and ultimate levels.
- 3.14.3 Unless indicated otherwise in the SC, the Consultant must notify the Technical Authority within 5 working days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher. The Consultant must notify the Technical Authority using a notice as described in the GC 1.6. In the notice, the Consultant must provide an estimate of the financial impact on the annual budget of the identified issues, problems or potential risks. The Consultant must immediately work on alternate solutions and provide the Technical Authority with a work around plan (adjustment of sub-activities or outputs) within a time limit established by the Technical Authority.
- 3.14.4 The Consultant is requested to advise the Technical Authority of any innovative sub-activities and outputs that may improve the achievement of project immediate outcome or higher, as described in the logic model.

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Working Hours, Leave, 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) 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 may propose a new position or a change the position description or the level (in terms of qualification and experience) of an existing position. The Consultant must submit to DFATD for its approval a detailed position description for the position, the curriculum vitae of the proposed individual, a written detailed justification as well as a rate justification for the request using a Contract Change Form.
	4.4.2	Where applicable, a Project Change Form must be used by the Consultant to propose an individual for an existing position that was not previously staffed. The Consultant must submit the curriculum vitae of the proposed individual to DFATD for its approval.
	4.4.3	The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position unless the Consultant is unable to do so for reasons beyond its control and that the Consultant’s performance of the Services under the Contract will not be affected. For the purpose of this GC 4.4.3, the following reasons are considered as beyond the Consultant’s control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD’s request and will be verified and considered for acceptance at DFATD’s sole discretion. If such replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual using a Project Change Form as indicated in the GC 2.4.4. The proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to replace a member of its Personnel with an individual with equivalent or better qualification than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated in accordance with the GC 2.4.3.
	4.4.4	Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s).
4.5 Harassment in the workplace	4.5.1	The Consultant must respect and ensure that all members of its Personnel and/ or its Contractor(s) and the Local Support Staff respect, in relation to persons working for DFATD, the Treasury Board Policy on Harassment Prevention and Resolution as well as the standards of non-discrimination set out in Canadian Charter of Rights and Freedoms when rendering any part of the Services.
4.6 Improper conduct or abandonment of position	4.6.1	During the period of the Contract, the Consultant must refrain from any action which might be prejudicial to the friendly relations between Canada and the Recipient Country, and must not participate directly, or indirectly, in any political activity whatsoever in the Recipient Country. The Consultant must maintain the standards of non-discrimination described in GC 3.1.2 (a) and GC 4.5.1 during this

Contract whether the work is performed in Canada, in the Recipient Country or in any other location. The Consultant must ensure that its Personnel, Local Support Staff and Contractor(s) are also bound by these provisions.

- 4.6.2 The Consultant must inform all members of its Personnel, Local Support Staff and Contractor(s) assigned to the project that any instance of improper conduct, gross negligence or abandonment of a position before completion of the project will constitute sufficient grounds for immediate dismissal. In such an event, payment of the Fees and all other payments will cease as of the date of this dismissal, and no payments will be made by DFATD for homeward travel or removal expenses unless otherwise agreed to in writing by the Technical Authority.
- 4.6.3 The Consultant will be advised in writing of any complaint related to harassment or discrimination and will have the right to respond in writing. Upon receipt of the consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken. This may result in Suspension of Services in accordance with GC 2.7 or Termination due to default of Consultant in accordance with GC 2.8.

5. OBLIGATIONS OF DFATD

- 5.1 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 applicable 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 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 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 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:
- (a) For the Personnel based in Canada or on short-term assignment in the Recipient Country (less than 12 consecutive months), the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC in Canada up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.
 - (b) For Local Professionals, the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.
- 6.2.4 The Fees stated in the GC 6.2.3 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed will be determined and approved by DFATD on the basis of the points of origin and destination.
- 6.2.5 If specified in the SC, the Consultant may apply an administrative mark-up on Fees of Sub-consultants and costs of Contractors as detailed in the SC.
- 6.2.6 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses :

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

- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation will be reimbursed in accordance with the National Joint Council Travel Directive, (the "Directive") and the Special Travel Authorities Directive, which take precedence over the Directive:
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Consultant must endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant must be able to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to

flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes must be documented in the Consultant's project file;

- (ii) the cost of meals, incidentals and private vehicle usage, in accordance with the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
 - (iii) the cost of registration, photographs, and courier services related to obtaining a visa;
 - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;
 - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees";
 - (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>.
- (b) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier; and
 - (c) translation, interpreters and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying).
 - (d) other Reimbursable Expenses for other Personnel and Contractors (technical experts) required to carry out the mandates as specified in the Data Sheet.

**6.3
Provisions for
Multi-year
Contracts**

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

**6.4
Currency of
Payment**

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

6.5 Irrevocable Standby Letter of Credit (ISLC)

6.5.1 Irrevocable Standby Letter of Credit (ISLC) is used for the following purposes:

- (a) To cover advances, if permitted

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

- (b) To guarantee the Consultant's performance

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

6.5.2 An ISLC must be in Canadian dollars.

6.5.3 An ISLC and amendments to an ISLC submitted by the Consultant must be sent to the Technical Authority. The ISLC itself must clearly indicate the following information: the Bank's reference number; the Bank's name and address; the date of issue; the expiry date; the name and address of the Consultant or organization; the name of the payee: **Receiver General of Canada**; the Purchase order number; the project name and number; the Branch name; the face amount of the letter of credit; 'Payable in demand' or 'Payable at sight'; 'Redeemable upon approval of the Chief Financial Officer' a provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 600; a provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable); a provision for the renewal of the letter of credit (where applicable).

6.5.4 All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense.

6.6 Advances

6.6.1 A detailed list of expenses eligible for advance, if any, is specified in the SC.

6.6.2 No advance will be made until DFATD receives and approves a formal request for advance acceptable to DFATD in form and content covering a period not exceeding three (3) months, clearly indicating amounts required and including a forecast of estimated costs and any other information required by DFATD.

6.6.3 The Consultant must maintain records of all funds received and costs incurred and must submit to DFATD a statement of advances received and funds disbursed, acceptable to DFATD in form and content, at least once every three (3) months.

6.6.4 The Consultant must account for each advance payment, and each advance or any portion of advance must be recovered from the expenses for which the advances are made and will be deducted by DFATD starting from the first statement produced by the Consultant for these expenses until each advance is completely reimbursed. However, if the amount of an advance is in excess of the expenses incurred for which the advance was authorized the difference will be deducted out of any money payable by DFATD to the Consultant.

- 6.6.5 The Consultant must maintain an interest bearing account whenever possible into which the Consultant must deposit, apart from all other funds of the Consultant, all advances made by DFATD to the Consultant under this Contract. Any and all interest earned may be utilized for project purposes only at the end of the project if approved in advance by DFATD.
- 6.6.6 Where an advance payment has been made to the Consultant which, in the opinion of DFATD, is no longer required by the Consultant for the purposes of the Contract, the Consultant must upon first demand from DFATD, return to DFATD such advance payment or any unliquidated portion together with any incidental interest earned.
- 6.6.7 For the purposes of the GC 6.6.6, incidental interest earned means the amount of interest earned by the Consultant on the advance payment.

**6.7
Mode of
Billing and
Payment**

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

- 6.7.1 Subject to the GC 6.7.2 through 6.7.7, DFATD will pay the Consultant, not more often than once per month, the Fees and Reimbursable Expenses outlined in the GC 6.2 paid by the Consultant during the previous month.
- 6.7.2 No payments will be made to the Consultant until DFATD receives properly completed documentation specified in the SC.
- 6.7.3 All invoices, statements, payment requests and other similar documents submitted by the Consultant must indicate the codes specified in the SC and must be sent to DFATD at the address set out in SC.
- 6.7.4 Within 15 Days of the receipt of the documentation required under the GC 6.7.2, DFATD will notify the Consultant, in writing, when any or a combination of the following situations occur:
 - (a) there are any errors or omissions in the documentation;
 - (b) the Services rendered by the Consultant are not satisfactory or are not in conformity with the Contract; or
 - (c) the amount claimed by the Consultant appears to exceed the actual value of the Services performed.
- 6.7.5 Any Fees or Reimbursable Expenses paid by the Consultant which are the subject of the notification in the GC 6.7.4 will be excluded for the purposes of payment under the GC 6.7.1 until the Fees or Reimbursable Expenses have been accepted by DFATD.
- 6.7.6 Subject to the GC 6.7.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the GC 6.7.2.
- 6.7.7 With the exception of the final payment under the GC 6.8, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations under the Contract. DFATD will have the right to reject any Services that are not in accordance with the requirements of the Contract and require correction or replacement of such Services at the Consultant's expense.

**6.8 Final
Payment**

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

Personnel, Local Support Staff or Contractor(s) have been fully discharged, DFATD will pay the balance due against the Contract.

6.9 Right of Set-Off

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

6.10 Interest on Overdue Accounts

6.10.1 In this GC:

- (a) “amount due and payable” means an amount payable by DFATD to the Consultant in accordance with the GC 6.2 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 6.7.2 has been received by DFATD;
- (c) “date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) “bank rate” means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and
- (e) “due date” means 30 Days after receipt of the invoice and statement documentation specified in the GC 6.7.2.

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

6.10.3 Interest will not be payable on advance payments.

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

6.11 Debts left in the Recipient Country

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

7. COMPLAINT MECHANISM AND SETTLEMENT OF DISPUTES

7.1 Alternate dispute resolution

7.1.1 The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties’ representatives authorized to settle (for DFATD, the Technical and Contracting Authorities).). If the Parties do not agree within 10 working days, they may refer the matter to management (for DFATD the Director General responsible for the contract in question), who will pursue discussions to reach a settlement. If no settlement is reached within 10 working days, each party hereby:

- a) Consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Work and Government Services Act* to resolve a dispute between the parties respecting the interpretation or application of a term or conditions in this contract; and

b) Agrees that this provision shall, for purposes of Section 23 of the *Procurement Ombudsman Regulations*, constitute such party’s agreement to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.2 Complaint Mechanism for Contract Administration

7.2.1 The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public works and Government Services Act* will review a complaint filed by the Consultant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

II. Special Conditions (SC) of Contract

Number of GC Paragraph	Amendments of, and Supplements to, Paragraphs in the General Conditions of Contract
<p>Definitions (f), (bb) and 1.9</p>	<p>Contracting Authority</p> <p>The Contracting Authority for this Contract is:</p> <p><i>«Name of the delegated signing authority as per DFATD Delegation Instrument»</i></p> <p><Title> Department of Foreign Affairs, Trade and Development</p> <p>Telephone: 343-XXX-XXXX Facsimile: 819-XXX-XXXX Email:</p> <p>Technical Authority</p> <p>The Technical Authority for this Contract is:</p> <p><i>«Name of the Project Manager»</i></p> <p>< Title> Department of Foreign Affairs, Trade and Development</p> <p>Telephone: 343-XXX-XXXX Facsimile: 819-XXX-XXXX Email:</p>
<p>Definitions (o)</p>	<p>For the purpose of this Contract, the following job titles are also acceptable under the Local Support Staff:</p>

	<i>[Insert details]</i>
Definitions (w)	Recipient Country is various
1.3.1	The law governing the Contract is the law applicable in the province or territory of <i>[insert province or territory]</i>
1.6.1	<p>The addresses are:</p> <p style="padding-left: 40px;">DFATD : Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2</p> <p>Attention : <i>[insert name of the contracting authority]</i> _____ Facsimile : _____</p> <p>Attention : <i>[insert name of the technical authority]</i> _____ Facsimile : _____</p> <p>Consultant (all Members of a consortium should be listed here):</p> <p>Attention : _____ Facsimile : _____</p>
1.8	The Member in charge is <i>[insert name of member]</i>
2.2.1	The period of Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.
3.3	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; (b) Bodily Injury and Property Damage to Third Parties; (c) Product Liability and Completed Operations; (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; (e) Cross Liability and Separation of Insured; (f) Employees and, if applicable, Volunteers as Additional Insured; (g) Employer’s Liability; (h) Broad Form Property Damage; (i) Non-Owned Automobile Liability; and (j) 30 Days written notice of policy cancellation.

	<p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and (b) 30 Days written notice of cancellation. <p>3. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the work on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; (b) Cross Liability and separation of insured, to the extent permitted by law; (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; (d) 30 Days written notice of cancellation. <p>4. War Risk Accidental Death and Dismemberment Insurance, if applicable, for the Personnel working in areas considered to be war zones. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
<p>3.4.1</p>	<p>Security Requirement:</p> <ul style="list-style-type: none"> 1. The Consultant must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 2. The Consultant personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CISD,

	<p>PWGSC.</p> <ol style="list-style-type: none"> 3. The Consultant personnel requiring access to FOREIGN PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC. 4. The Consultant MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET. 5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 6. The Consultant must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to CLASSIFIED FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is “Not Under FOCI” or “Under FOCI”. When an organization is determined to be Under FOCI, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed “Not Under FOCI through Mitigation”. 7. The Consultant should at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation. 8. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation. 9. The Consultant must also comply with the provisions of the: <ol style="list-style-type: none"> a) Security Requirements Check List, attached at Annex ____; b) Industrial Security Manual (latest edition).
<p>3.4.2</p>	<ol style="list-style-type: none"> (e) It is recommended that the Consultant subscribe to a security service in order to receive daily security related information (f) DFATD will (to the extent possible) provide information regarding security to the Consultant and may facilitate the provision of additional security briefings.
<p>3.4.3 (b)</p>	<ol style="list-style-type: none"> (b) It is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. The Consultant will develop, adapt and implement a security plan, which must be based on international best practices in this area and be approved by a security expert, taking the following into consideration: <ol style="list-style-type: none"> i. Security related issues and challenges in Afghanistan in general, and within the Project area; ii. Local customs, laws and regulations; iii. Restrictions and protocols for movement in the Project area, where

	<p>applicable;</p> <ul style="list-style-type: none"> iv. Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required; v. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.); vi. Evacuation, including emergency medical evacuation, procedures; vii. Abduction/Missing person protocol(s); and viii. Processes for security awareness updates, as required.
<p>3.6.1 & 3.6.2</p>	<p>Authorization to continue is applicable to this Contract: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following plans and reports will be subject to the Authorization to Continue: Project Implementation Plan (PIP)</p>
	<p>3.9.1</p>
<p>3.13</p>	<p>The Public Recognition clause is applicable to this Contract: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>For Consultants not subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:</p> <p>3.13.1 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>3.13.2 Material</p> <p>Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share content with DFATD.</p> <p>3.13.3 Acknowledgement of Contribution</p> <p>The Consultant must acknowledge DFATD's contribution in the following manner when the content is related to the Project or the Contract:</p> <ul style="list-style-type: none"> (a) by clearly and prominently identifying the contribution to the public, using the wording satisfactory to DFATD, such as “The Government of Canada provides funding for this Project”; (b) by acknowledging the contribution in any public reference to the Project such as but not limited to announcements, interviews, speeches, press

releases, publications, signage, websites, advertising and promotional materials and advertising; and

- (c) by presenting all Government of Canada identifiers in a manner compliant with the Federal Identity Program available at <http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/FRA-719161232-RPV> on all paper and web based documents. When using the Canada wordmark, the following clarifying statement must be posted beside it: *"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)».

3.13.4 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).

3.13.5 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:

3.13.1 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.

3.13.2 Material

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

3.13.3 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

	<p>Canada provides funding for this Project”;</p> <p>(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</p> <p>(c) by presenting all Government of Canada identifiers in a manner compliant with the Federal Identity Program available at http://www.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/FRA-719161232-RPV on all paper and web based documents. When using the Canada wordmark, the following clarifying statement must be posted beside it: <i>"Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign Affairs, Trade and Development Canada (DFATD)";</i></p> <p><i>Or</i></p> <p><i>«Programme/projet/activité réalisé(e) avec l'appui financier du gouvernement du Canada accordé par l'entremise du ministère des Affaires étrangères, du Commerce et du Développement (MAECD)».</i></p> <p>3.13.4 Posting of Material</p> <p>The Consultant will be required to prominently display, on its website, graphic identifiers and text provided by DFATD, acceptable to the Parties, clearly stating that DFATD provides support for this Project under this Contract. The Consultant will be required to host graphic identifiers provided by DFATD on its website to be downloaded by participating organizations and institutions in this Project, in accordance with 3.12.3 (c).</p> <p>3.13.5 Communications</p> <p>The text of all public information materials issued jointly by DFATD and the Consultant must be judged acceptable by both parties. DFATD will bear translation costs of all the public information materials produced for the purposes of the Project.</p>				
3.14.3	The Consultant must notify the Technical Authority within thirty (30) Days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher.				
4.2.1 and 6.2.3	Number of hours in a Day is 7.5.				
6.1.1	The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i> , Applicable Taxes extra.				
6.1.6	The estimated amount of Applicable Taxes is: <i>[insert amount]</i>				
6.2.5	<p>The administrative mark-up rate is: <i>[insert rate]</i></p> <p>This rate will be applied to Sub-consultants and Contractors added during the implementation of the project as follows:</p> <table border="1" data-bbox="451 1791 1344 1923"> <thead> <tr> <th data-bbox="451 1791 870 1860"></th> <th data-bbox="870 1791 1344 1860">Application of the rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 1860 870 1923">Sub-consultants assigned to the</td> <td data-bbox="870 1860 1344 1923">Fees invoiced by the Sub-consultants</td> </tr> </tbody> </table>		Application of the rate	Sub-consultants assigned to the	Fees invoiced by the Sub-consultants
	Application of the rate				
Sub-consultants assigned to the	Fees invoiced by the Sub-consultants				

	<table border="1" data-bbox="451 205 1344 323"> <tr> <td data-bbox="451 205 870 254">project</td> <td data-bbox="870 205 1344 254"></td> </tr> <tr> <td data-bbox="451 254 870 323">Contractors</td> <td data-bbox="870 254 1344 323">Costs invoiced by the Contractors</td> </tr> </table> <p data-bbox="407 373 1440 541">When an employee is added during the contract, Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the Personnel as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p>	project		Contractors	Costs invoiced by the Contractors
project					
Contractors	Costs invoiced by the Contractors				
<p data-bbox="181 573 300 604">6.2.6 (d)</p>	<p data-bbox="407 573 1440 674">In addition to the listed eligible Reimbursable Expenses in GC 6.2.6 the Consultant will have a maximum budget of \$3,000,000 to cover the reimbursable expenses incurred as part to the mandates including the following actual and reasonable costs:</p> <ul style="list-style-type: none"> <li data-bbox="407 688 1440 762">a) Travel and living expenses, communication, report preparation for the Other Personnel and Contractors (technical experts); <li data-bbox="407 777 1440 814">b) Procurement: purchase and transportation costs of equipment and supplies; <li data-bbox="407 829 1440 1052">c) Training: training expenses including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of the Personnel and Contractor(s), related to observation tours studies, workshops and seminars and approved in advance by DFATD (normally as part of the work plan) <li data-bbox="407 1066 1440 1178">d) Allowances for DFATD award students and trainees, in accordance with DFATD’s Management of Students and Trainees in Canada, Manual for Executing Agencies; <li data-bbox="407 1245 1440 1283">e) Other reimbursable expenses as approved by DFATD 				
<p data-bbox="181 1312 300 1344">6.5.1 (b)</p>	<p data-bbox="407 1312 1440 1413">The performance security must be in the amount of 10 percent of the total contract amount as specified in GC 6.1.1 in the form of an ISLC acceptable to DFATD. Such ISLC must remain valid for 6 months after the completion of the Services.</p>				
<p data-bbox="181 1493 349 1566">6.5.1 (a) and 6.6.1</p>	<p data-bbox="407 1493 787 1566">Advance payment is permitted: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p data-bbox="407 1591 1440 1665">The following provisions will apply to the advance payment and the advance payment guarantee:</p> <ul style="list-style-type: none"> <li data-bbox="511 1690 1440 1791">(a) Subject to the GC 6.6, DFATD will make advance payments to the Consultant not exceeding <i>[insert amount]</i> in Canadian dollars to cover the following expenses: <ul style="list-style-type: none"> <li data-bbox="600 1806 1440 1879">(i) Procurement of manufactured equipment (project assets); and <li data-bbox="600 1890 1440 1927">(ii) Costs associated with students and trainees as specified in 				

	<p style="text-align: center;">DFATD’s <i>Management of Students and Trainees in Canada: Manual for Executing Agencies.</i></p> <p>(b) At no time can there be more than 2 outstanding advances and these must not exceed <i>[insert amount]</i> Canadian dollars.</p> <p>(c) The advance payment guarantee (ISLC) must equal the total outstanding advance payments in Canadian dollars.</p>
<p>6.7.2</p>	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice, in <i>[insert number]</i> copies, of the Consultant’s Fees for the Services rendered and expenses paid during the previous month supported by the following documentation properly completed:</p> <p>(a) Details of the time worked for each individual: the name, date, number of hours worked and description of activities undertaken for each Day. The Consultant may include this information on their invoice or submit timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Consultant and made available to DFATD upon request.</p> <p>(b) Details of Reimbursable Expenses paid, including all information which supports the expenses.</p> <p>(c) for expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, “detailed information” means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense.</p> <p>(d) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency.</p> <p>(e) if the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.</p> <p>(f) In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.</p>

6.7.3	All payment requests, invoices and statements submitted by the Consultant will be sent to DFATD at the following address: <i>[insert address]</i> and will indicate the following codes: Purchase order: [insert number] WBS Element: D-000353-001-PR1 GL Acct/ CC/ Fund: [insert number] Vendor: [insert number] Project number: D-000353
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III. Annexes

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

ANNEX A – BASIS OF PAYMENT

1. PERSONNEL	FIRM ALL-INCLUSIVE DAILY FEE, \$							SUB-TOTAL ESTIMATED COST, \$	
1.1 Personnel based in Consultant’s country or in the Recipient Country for less than 12 consecutive months	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7		
<i>Position A</i>									
<i>Position B</i>									
<i>Position C</i>									
<i>Position D</i>									
<i>1.2 Additional Personnel & Contractors to be determined during Project implementation</i>								\$8,000,000	
<i>Sub-Total – Personnel FEES, \$</i>									
2. Reimbursable Expenses									
2.1 Consultant’s reimbursable expenses									\$
Travel and Living									
	Transportation Meals, incidentals and private vehicle Visa Costs Accommodation Other*								
Communication costs									
Translation and reproduction costs									
Subtotal Consultant’s expenses									
2.2 Reimbursable expenses for Technical Experts, Procurement and Training for the mandates								3,000,000	
Contract Amount Excluding Applicable Taxes \$									

ANNEX B – TERMS OF REFERENCE (TOR)

(TBD)

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

AVR 21 2015

Contract Number / Numéro du contrat

OAS-D-000353

Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
DFATD	OAS	
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 Identification and Deployment of Trade and Investment Experts related to FTA and EPA		
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 checked="" 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"/>	No release restrictions / Aucune restriction relative à la diffusion <input checked="" 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"/>	Restricted to / Limité à <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays	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 checked="" type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input checked="" 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 checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input checked="" 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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



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]