

REQUEST FOR PROPOSALS

Procurement of Consulting and Professional Services

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

Template April, 2016
SGDE-EDRMS - #4865798



Foreign Affairs, Trade and
Development Canada

Affaires étrangères, Commerce
et Développement Canada

Canada

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Summary Description

To support the Ministry of Education, Science and Technology (MoEST), the Department of Foreign Affairs, Trade and Development (DFATD) has a requirement for a Technical Assistance Consultant to provide technical assistance expertise for the delivery of the Teacher Education Support Project (TESP). Canada has significant internationally-recognized expertise in effective training of future teachers. As such, the Technical Assistance envelope will bring Canadian expertise to ensure that the latest best practices are incorporated into the content and delivery of TESP; ensure that the various activities to be implemented with TESP support are well coordinated, and provide training to help improve the quality of services delivered under TESP. The technical assistance component of the Teacher Education Support Project (TA-TESP) will therefore contribute to the achievement of the same expected results of the TESP, which are:

1. More effective management of teacher education and professional development; and
2. Improved quality and relevance of gender-sensitive instruction for student teachers at Government teachers' colleges.

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

Additionally, the Consultant will be responsible for: 1) the sourcing and deploying of technical experts to provide the requisite technical assistance services; 2) providing support to the MoEST to plan efficiently for the procurement processes needed for the implementation of the project

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

The services are expected for a period of five (5) years from the date of contract award.

Section 1: Instructions to Bidders

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

Data Sheet

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

Section 2: Technical Proposal - Standard Forms

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

Section 3: Financial Proposal - Standard Forms

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

Section 4: Terms of Reference

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

Section 5: Evaluation Criteria

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

Section 6: Standard Form of Contract

I. General Conditions

This section contains the general clauses of the resulting Contract.

II. Special Conditions

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

REQUEST FOR PROPOSALS

RFP #: 2017-D-002450-1

*For the provision of consulting and professional services
in relation to*
Technical Assistance for the Teacher Education Support Project (TA-TESP)

Section 1. Instructions to Bidders (ITB)

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

Mandatory Procedural Requirements

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

Definitions

- (a) **“Aboriginal Person”** as referred to by Aboriginal Affairs and Northern Development Canada (AANDC) means an Indian, Métis or Inuit person who is a Canadian citizen and a resident of Canada.
- (b) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (c) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association; or
 - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; or
 - (iii) a credit union as defined in paragraph 137(6) b) of the *Income Tax Act*; or
 - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory ; or
 - (v) the Canada Post Corporation.
- (d) **“Bidder”** means the person or entity (or, in the case of a consortium or joint venture, the persons or entities) submitting a Proposal to perform the resulting Contract for Services. It does not include the parent, subsidiaries or other affiliates of the Bidder, its Sub-consultants or its Contractors.
- (e) **“Bidder’s Employee”** means an individual who is, on the date of submission of the Proposal, an employee of the Bidder, whether full-time or part-time.
- (f) **“Consultant”** means the person or entity or, in the case of a consortium or joint venture, the Members whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
- (g) **“Contract”** means the written agreement between the Parties to the Contract, the General Conditions, any supplemental Special Conditions specified in the written agreement, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the parties from time to time.
- (h) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific services that the Consultant is required to provide under the Contract. A Contractor cannot be an individual. The Contractor is not part of the Personnel.
- (i) **“Data Sheet”** means part of the ITB used to reflect specific conditions of the RFP.
- (j) **“Day”** means calendar day, unless otherwise specified.
- (k) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (l) **“Evaluation Team”** means a team established by DFATD to evaluate the Proposals.
- (m) **“Fees”** mean an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of

the Contract.

- (n) **“GETS”** means Canada’s Government Electronic Tendering Services <https://buyandsell.gc.ca/>
- (o) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (p) **“Integrity Regime”** consists of:
 - (i) The *Ineligibility and Suspension Policy* (the Policy);
 - (ii) any Directives issued further to the Policy; and
 - (iii) any clauses used in instruments relating to contracts.
- (q) **“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.
- (r) **“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.
- (s) **“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.
- (t) **“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.
- (u) **“Member”** means any of the persons or entities that make up a consortium or joint venture; and **“Members”** means all these persons or entities.
- (v) **“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.
- (w) **“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/>
- (x) **“Parties”** means the Bidder and DFATD.
- (y) **“Personnel”** means any employee or Sub-consultant of the Bidder (except Local Support Staff) assigned to perform professional, technical or administrative services under the Contract.
- (z) **“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.
- (aa) **“Point of Contact”** means DFATD officer responsible for coordinating communication between Bidders and DFATD during the RFP.
- (bb) **“Proposal”** means the technical and financial proposal submitted by a Bidder.
- (cc) **“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.
- (dd) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Data Sheet.
- (ee) **“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.
- (ff) **“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.
- (gg) **“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
- (hh) **“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.
- (ii) **“Terms of Reference”** mean the document included in the RFP as Section 4.
- (jj) **“Travel Status”** means travel approved in writing by DFATD directly related to the Services.

**1.
Introduction**

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

Integrity Regime

- 1.7 In this RFP, the following terms used in relation to the Integrity Regime must be read to include the following words as defined in the RFP:
 - a) Supplier in the Integrity Regime is to include Bidder and Consultant as defined in the RFP;
 - b) Subcontractor in the Integrity Regime is to include Sub-consultant and Contractor as defined in the RFP;
 - c) Canada in the Integrity Regime is to include DFATD, Her Majesty and Government of Canada as defined in the RFP;
 - d) Bid solicitation in the Integrity Regime is to include Request for Proposal as defined in the RFP;
 - e) Bid in the Integrity Regime is to include Proposal as defined in the RFP.
- 1.7.1 The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the Request for Proposal is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the Request for Proposal. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
- 1.7.2 Under the Policy, charges and convictions of certain offences against a Bidder, its Affiliates, as defined in the Policy, or first tier sub-consultants and contractors and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Bidders is contained in PWGSC's Integrity Database, as defined in the Policy. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Bidders.
- 1.7.3 In addition to all other information required in the Request for Proposal, the Bidder must provide the following:
 - a) By the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b) With its Proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates, and its proposed first tier sub-consultants and contractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Integrity Declaration Form](#).

1.7.4 Subject to subsection 1.7.5 by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:

- a) It has read and understands the *Ineligibility and Suspension Policy*;
- b) It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c) It is aware that Canada, including PWGSC and DFATD, may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- d) It has provided with its Proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants and contractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e) None of the domestic criminal offences, and other circumstances described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants and contractors; and
- f) It is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

1.7.5 Where a Bidder is unable to provide any of the certifications required by subsection 1.7.4, it must submit with its Proposal a completed Integrity Declaration Form, as further described in 7.10 (d), which can be found at [Integrity Declaration Form](#).

1.7.6 DFATD will declare non-responsive any Proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by DFATD to be false or misleading in any respect. If DFATD established after award of the Contract, inter alia, that the Bidder provided a false or misleading certification or declaration, DFATD may terminate the Contract for default. Pursuant to the Policy, DFATD may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

2. Cost of Proposal preparation

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

3. Governing Law

- 3.1 The RFP and any resulting Contract must be interpreted and governed, and the relations between the Parties determined by the laws in force in the province of Ontario. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 3.2 A Bidder may, at its discretion, substitute the governing law of a Canadian province or territory of its choice without affecting the validity of its Proposal, by inserting the name of the Canadian province or territory of its choice in its Proposal (in TECH-3: Bidder's Organization). If no substitution is made, the Bidder acknowledges that the governing law specified in paragraph 3.1 is acceptable to the Bidder.

4. Bidders

- 4.1 Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 4.2 All members of a consortium or joint venture must sign the resulting Contract and will be jointly and severally liable and responsible for the fulfillment and

execution of any and all of the obligations of the resulting Contract.

One Bidder, One Proposal

4.3 This RFP is limited to Canadian individuals and entities as described in TECH-2: Certifications.

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

5. Proposal Validity

5.1 A Proposal must remain valid and open for acceptance for a period of 180 Days after the closing date of the RFP.

5.2 DFATD may request Bidders to extend the validity period of their Proposals. Bidders who agree to DFATD's request for an extension should either confirm the availability of the Personnel listed in the Proposal or propose a replacement in accordance with paragraph 15.1.

6. Clarifications and Amendment of RFP Documents

6.1 Bidders may request a clarification of any of the RFP elements no later than five (5) working days before the RFP Closing Date. Requests received after that date may not be answered.

6.2 Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing, or by standard electronic means only to the Point of Contact named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.

6.3 If, in DFATD's opinion, a request for clarifications affects the RFP, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.

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

7. Submission and Receipt of Proposals

7.1 Proposals must be delivered to the following address:

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

7.2 Bidders are requested to deliver their Proposals in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.

7.3 Proposals must be received by DFATD no later than the RFP Closing Date.

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

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

Proposals will not be accepted.

Late Proposals

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

Delayed Proposals

- 7.7 A Proposal received after the RFP Closing Date, but before the contract award date may be considered, provided that the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC), or to incorrect handling by DFATD, after the Proposal has been received by the Bid Receiving Unit. The only piece of evidence relating to a delay in the CPC system that is acceptable to DFATD is a CPC cancellation date stamp, a CPC courier Bill of Lading, or a CPC express post label that clearly indicate that the Proposal was mailed prior to the RFP Closing Date, i.e. no later than midnight the day preceding the RFP Closing Date. The Bidder is therefore advised to request that CPC date-stamp its envelopes. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.
- 7.8 DFATD requests that the Bidder’s name and return address, RFP reference number (SEL number), project title and the RFP Closing Date are clearly visible on the envelope or parcel containing the Proposal.
- 7.9 Unless specified in the Data Sheet, Bidders are requested to present their Proposals on 8.5” X 11” or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.
- 7.10 The requirements with respect to the submission of Proposals are as follows:
- (a) Technical proposal:
Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date.
 - (b) Financial proposal:
Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked “FINANCIAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date.
 - (c) Financial Statements:
If requested in the Data Sheet, DFATD requests that the Bidder’s financial statements be submitted in a third sealed envelope clearly marked “FINANCIAL STATEMENTS”, followed by the RFP reference number, project title and the RFP Closing Date.
 - (d) Integrity Declaration Form (if applicable):
If a Bidder is required by the Integrity Regime to complete an Integrity Declaration Form (the Form), as described in paragraph 1.7, the Bidder must place the completed Form(s) in a separate sealed envelope clearly marked “INTEGRITY DECLARATION FORM”, followed by the RFP reference number, project title and the RFP Closing Date. The complete Form(s) must be submitted to DFATD with the Bidder’s proposal. Upon receipt, DFATD will submit the envelope to PWGSC.
 - (e) Outer envelope:
Bidders are requested to place the envelopes containing the technical and financial proposals, and financial statements, if applicable, in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and the RFP Closing Date. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/ or marked as stipulated.
- 7.11 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD’s environmental initiatives and reduce waste.
- 7.12 With the exception of paragraph 7.14, all Proposals received on or before the

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

Withdrawal, Substitution, and Modification of Proposal

- 7.13 Prior to the RFP Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:
- (a) submitted in accordance with paragraph 7.1-7.10 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by DFATD prior to the RFP Closing Date.
- 7.14 A Proposal that is requested to be withdrawn in accordance with paragraph 7.13 will be returned unopened.

8. Preparation of Proposal

- 8.1 In preparing their Proposals, Bidders are requested to examine in detail the documents comprising this RFP and prepare a Proposal addressing all requirements of this RFP and related addendum(s), if any.
- 8.2 If additional documentation is available from DFATD to assist Bidders in preparing their Proposals, the name of the document(s), and how to obtain them, will be specified in the Data Sheet.

Language

- 8.3 Proposals, as well as all related correspondence exchanged by the Bidders and DFATD, will be written in one of the official languages of Canada.

9. Technical Proposal

Mandatory Forms to Be Provided

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

Certifications Required with the Proposal

- 9.2 Bidders are requested to submit completed TECH-2: Certifications, and TECH-3: Bidder’s Organization, including a TECH-2 and TECH 3 from each Member of a consortium or joint venture submitting a Proposal, in their Proposals. If a TECH-2 and/or TECH-3 is not submitted with a Proposal and/or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders, including each Member of a consortium or joint venture submitting a Proposal, must submit the updated TECH-2 and/or TECH-3 within the timeframe specified in the notification. If the updated TECH-2 and/or TECH-3 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, “improperly completed” means:
- (a) There are one or more fields that are not completed; or
 - (b) The content of TECH-2 is amended in any way
- 9.3 Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications in TECH-2 from the date of Proposal submission. Bidders have an obligation to disclose any situation of non-compliance with the certifications in TECH-2.
- 9.4 If any certification made by a Bidder is untrue, whether made knowingly or unknowingly, or if a Bidder failed to disclose any situation of non-compliance

with the certifications in TECH-2, the Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within ten (10) Days of DFATD informing the Bidder that it is considering such rejection.

Other Forms to Be Provided

9.5 In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the following Standard Forms (Section 2 of this RFP) as part of their technical proposals:

- (i) TECH-4: Bidder's Experience;
- (ii) TECH-5: Methodology;
- (iii) TECH-6: Personnel.

Content presentation

9.6 In order to facilitate the evaluation, Bidders are requested to submit their technical proposals using the headings and numbering system detailed in Section 5, Evaluation Criteria. If specified in the Data Sheet, to avoid duplication, Bidders may use cross-referencing by referring to specific paragraph and page numbers in different sections of their Proposals where the subject topic has already been addressed.

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

9.8 As specified in the Data Sheet, Bidders are requested to:

- (a) provide a number of person-days that is equal to or higher than DFATD's minimum level of effort by individual Personnel position; or
- (b) provide a number of person-days that takes into account the number of person-days for executing the project as estimated by DFATD; or
- (c) respect the fixed level of effort set by DFATD.

9.9 Unless otherwise expressed in the Data Sheet, alternative Personnel may not be proposed, and only one curriculum vitae can be submitted for each position. DFATD will not consider any proposed alternative Personnel in the Proposal evaluation.

10. Financial Proposals

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

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

Reimbursable Expenses

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

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

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

(a) Travel and Living Expenses: for the Personnel categories identified in paragraph 10.8 (c), the cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive:

- (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, wherever possible, the services of Canadian carriers. The Consultant will endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible.

The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant will need to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes have to be documented in the Consultant's project file;

- (ii) the cost of meals, incidentals and private vehicle usage, in accordance with the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
 - (iii) the cost of registration, photographs, and courier services related to obtaining a visa;
 - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;
 - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees";
 - (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnmc.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>
- (b) purchase and transportation costs of equipment and supplies required to carry out the project;
 - (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
 - (d) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
 - (e) bank transfer fees related to the execution of the project;
 - (f) the actual cost of salaries and fringe benefits for Local Support Staff, excluding Local Professionals;
 - (g) allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
 - (h) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
 - (i) field office expenses, including:
 - (i) actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
 - (ii) actual and Reasonable Costs of vehicles purchase or rental required for the project, and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and
 - (iii) actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan).
 - (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of

training facilities, presentation equipment and supplies, and excluding cost of the Personnel and Contractor(s), related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan); and

(k) other Reimbursable Expenses specified in the Data Sheet.

10.5 Any other Reimbursable Expenses required to carry out the project, which are not considered to be Fees, overseas costs for Personnel on long-term assignment, costs of Contractor(s) or overhead/indirect costs and that are not included in the above categories may be negotiated at the time of contract award.

10.6 (reserved)

**Available
Funding**

10.7 Where the available funding is specified in the Data Sheet, the financial proposal (FIN-1 + FIN-3) should not exceed the funding available.

Pricing Basis

10.8 Bidders must submit their financial proposals in accordance with the following pricing basis:

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

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

- (i) Direct salaries - means the amounts paid to individuals for actual time directly worked under the Contract;
- (ii) Employee fringe benefits - means costs associated with employee salaries, including paid benefits. Paid benefits include: sick leave, statutory holidays, paid vacation leave, the employer's contribution for employment insurance and worker's compensation (where applicable), health and medical insurance, group life insurance and pension, time-off benefits, War Risk Accidental Death and Dismemberment insurance, vaccination, etc.;
- (iii) Overhead/ indirect costs – means the following costs originating from the Bidder's Head Office (non-project specific):
 - Advertising and promotion ;
 - Amortization/ depreciation;
 - Bank charges ;
 - Board activities;
 - Business development activities;
 - Capital taxes;
 - Communication;
 - Computer maintenance expenses;
 - Financing costs including but not limited to interest expenses and costs to obtain letters of credit;
 - General staff training;
 - Insurance (e.g. office, board of directors liability, Commercial general liability, and Errors and omissions liability);
 - Internal or external audits of the Bidder;
 - Memberships and subscriptions;
 - Office supplies, furniture and equipment in Canada;
 - Bidder restructuring costs;
 - Professional fees relating to the administration of the Bidder (e.g. legal, accounting, etc.);
 - Proposal preparation activities;
 - Office rent and utilities in Canada;
 - Repairs and maintenance expenses in Canada;
 - Review and negotiation of agreements;
 - Salaries and fringe benefits related to the administration of the Bidder;

- Staff recruitment;
- Strategic planning activities;
- Travel ;
- Workstations, including computers;
- Other indirect/ overhead type of expenditures related to the Bidder's office(s) in Canada;
- Exchange rate fluctuation.

(iv) Profit

(b) Overseas costs for Personnel on long-term assignment:

1) Monthly Rate(s): For each individual under the category of Personnel assigned to the project in the Recipient Country for 12 or more consecutive months, the Bidder must indicate a firm all-inclusive monthly rate for each year that includes the following cost items as applicable. The average monthly rate is not to exceed the ceiling amount indicated in the Datasheet.

(i) Housing: cost of a house/apartment as well as related expenses, which may include refurbishment, if applicable, and hotel accommodation at arrival and until permanent accommodation is available;

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

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

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

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

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

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

(c) Personnel categories to be used:

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

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

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

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

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

**Provision for
Multi-year
Contract**

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

10.10 The total Fees of the Personnel is calculated by multiplying the average Fees for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual.

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

(a) the Contract anniversary date; or

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

- Currency** 10.12 Bidders must provide the price of the Services in Canadian dollars (CAD).
- Taxes** 10.13 Bidders are requested to exclude all Applicable Taxes from the price. Bidders, however, are requested to show the total estimated amount of Applicable Taxes in the financial proposal separately.
- 10.14 For the purpose of Proposal evaluation, all taxes are excluded.
- 10.15 Local taxes (including but not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, duties, fees, levies) may be applicable on amounts payable to DFATD under the Contract. Bidders are requested to exclude all local taxes from their price. DFATD may reimburse the Consultant for any such taxes or pay such taxes on behalf of the Consultant. Reimbursement mechanism of applicable local taxes in the Recipient Country will be determined during contract negotiations.
- Costing Principles** 10.16 Cost of the Contract is comprised of the total Fees, overseas costs for Personnel on long-term assignment, costs of 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 proposals. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.
- 11.2 Except as otherwise specified in this RFP, DFATD will evaluate Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
- 11.3 DFATD's Proposal selection method is described in the Data Sheet.
- 11.4 Bidders are advised that Proposals received as a result of this RFP will be evaluated by an evaluation team composed of representatives of Canada and may also include representatives of the Recipient Country and other external consultants. All Proposals will be treated as confidential, in accordance with paragraph 20, Confidentiality.
- 11.5 The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel.
- Mandatory Procedural Requirements** 11.6 Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.
- Evaluation of Technical Proposals** 11.7 Proposals that comply with all of the mandatory procedural requirements will be evaluated based on the evaluation criteria as specified in Section 5, Evaluation Criteria. Any Proposals not meeting the mandatory evaluation criteria will be rejected.
- 11.8 Proposals that comply with the mandatory evaluation criteria will be evaluated based on the rated criteria.
- 11.9 In their technical proposals, Bidders are requested to address clearly and in sufficient depth the rated criteria specified in Section 5, Evaluation Criteria, against which the Proposal will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. Bidders are requested to provide supporting data (for example, description of past experience, degrees,

description of the Bidder's facilities, when applicable), to demonstrate their capability. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.

- 11.10 The Proposals that fail to achieve the minimum technical score for the rated criteria indicated in the datasheet will be rejected and the financial proposal will remain unopened.
- 11.11 Only work experience of the Bidder will be assessed. In the case of a consortium or joint venture, unless otherwise specified in Section 5, Evaluation Criteria, the experience of any Member could be included in a Proposal as work experience of the Bidder. Nevertheless, when the evaluation requirement is demonstrated through number of years / months of experience, the cumulative experience of the Members cannot be used. For example, if the RFP requires five (5) years of experience in education, and both Members independently have three (3) years each, the experience requirement will not be met. For the purposes of evaluation, listing experience with no substantiation to describe where and how such experience was obtained may result in a score of zero.
- 11.12 Where Form TECH-6A, where applicable, is not provided with the Proposal, DFATD will, in its evaluation, treat the Proposal as though there was no one identified to carry out that specific element of the project. Where Form TECH-6B, where applicable, is not provided with the Proposal or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders must submit the completed TECH-6B within the timeframe specified in the notification. If the completed TECH-6B is not submitted within the specified timeframe, DFATD will treat the Proposal as though there was no one identified to carry out that specific element of the project. In this paragraph, "improperly completed" means:
- (a) There are one or more fields that are not completed; or
 - (b) TECH-6B is not signed by the individual.
- 11.13 Financial proposals will only be opened and evaluated if the technical proposal achieves a score equal to or in excess of the minimum technical score indicated in the Data Sheet.
- 11.14 Fees, overseas costs for Personnel on long-term assignment, and costs of Contractor(s), if applicable, and the administrative mark-up cost, if specified in the Data Sheet will be considered in the financial evaluation. The Reimbursable Expenses will not be evaluated and will be subject to negotiation with the selected Bidder.
- 11.15 The evaluation of financial proposals will be carried out in accordance with the Data Sheet.
- 11.16 Unless otherwise specified in the Data Sheet, Bidders are requested to include and price in their financial proposals (FIN-1) all Personnel and Contractor(s), if applicable, identified in any manner by the Bidder in the technical proposal and not specifically mentioned to be part of the overhead. Failure to do so will result in the financial proposal being scored zero.
- 11.17 Where the available funding is specified in the Data Sheet and the Bidder's financial proposal exceeds the funding available, DFATD may enter into negotiation with the Bidder on Reimbursable Expenses to arrive at a resultant contract price which is equivalent or lower than the amount of available funding. Should the negotiation not result in a contract price that is equal to or lower than the amount of available funding, the Bidder's proposal may not be given further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.
- 11.18 Where the minimum level of effort is specified in the Data Sheet and the level of effort proposed by the Bidder is below the specified minimum, DFATD will evaluate the Bidder's financial proposal based on DFATD's specified minimum level of effort.
- 11.19 Where the fixed level of effort is specified in the Data Sheet and the Bidder proposes a different level of effort, DFATD will evaluate the Bidder's

***Evaluation of
Financial
Proposals***

financial proposal based on DFATD's fixed level of effort.

**Aboriginal
Supplier
Incentive**

- 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.

**Price
Justification**

- 11.25 Bidders must provide price justification, on DFATD's request, and within the specified timeframe. Such price justification may include one or more of the following:
- (a) A copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other customers, including but not limited to fee history of assignments that covers at least one hundred (100) person-days billed in twelve (12) consecutive months over the last two (2) years; or
 - (b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/ indirect costs, profit and all other cost included in the proposed Fees; or
 - (c) A price breakdown of the overseas costs for Personnel on long-term assignment and of the administrative mark-up rate; or
 - (d) Any other supporting documentation as requested by DFATD.

**12. Clarifications
of Proposals**

- 12.1 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - (b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
 - (c) request, before award of any Contract, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities, and/ or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFP; and
 - (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.
- 12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request

will result in the Proposal being rejected.

- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.

***Rights of DFATD
in evaluation***

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

**13. Conditions of
Contract Award**

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

(a) Financial Capability

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

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

In the event that DFATD considers that the Bidder is not financially capable

of performing the RFP requirement, DFATD may require that the Bidder, at the Bidder's sole expense, provide some form of guarantee, for example, a financial guarantee from the Bidder's parent company, a ISLC from an Approved Financial Institution drawn in favour of DFATD, a performance guarantee from a Third Party or some other form of security, as determined by DFATD. If a parent company or a Third Party guarantee is considered appropriate by DFATD for the Bidder to be financially capable, DFATD may require the parent company or Third Party financial information.

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

(b) Procurement Business Number

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

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

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

(d) Proof of Insurance

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

(e) Aboriginal status

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

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

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

(g) Integrity Provisions

The Bidder must:

- i. As required under the Policy, incorporated by reference through paragraph 1.7.1 of this RFP, verify the status of all proposed first tier sub-consultants and contractors before entering into a direct contractual relationship in accordance with the Policy section 16 by either making an enquiry of the Registrar of Ineligibility and Suspension in the case of individuals, or in the case of sub-consultants and contractors that are not individuals, consult the public Ineligibility and Suspension List found on the [Integrity Regime](#) website. Prior to contract award, Bidders must advise DFATD of the results of the integrity verification; and
- ii. Using item 2 of form TECH-3: Bidder's Organization, submit to

DFATD a list of names as required by, and in accordance with sections 17 a. and b. of the *Ineligibility and Suspension Policy* (the List). Bidders may submit the List with their Proposal. In the event that the List is not submitted with the Proposal, DFATD will inform the Bidder of a time within which to submit the List. Failure to submit the List within the time specified will render the Bidder's Proposal non-responsive and the Bidder's Proposal will be rejected.

- 14. Negotiations**
- 14.1 A time limit may be imposed by DFATD to ensure that negotiations are concluded effectively and in a timely manner. In instances where negotiations cannot be satisfactorily concluded between the selected Bidder and DFATD, the Bidder's Proposal will be given no further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.
- 14.2 Typical areas of negotiation may include:
- (a) Fees and overseas costs for Personnel on long-term assignment:
In a competitive environment, Fees and overseas costs for Personnel on long-term assignment proposed in the selected Bidder's financial proposal, which were part of the financial evaluation, are not normally subject to negotiation. However, DFATD reserves the right to request support for the proposed Fees and/or for a breakdown of the overseas costs for Personnel on long-term assignment and to negotiate down any and all Fees and/or overseas costs for Personnel on long-term assignment to ensure that fair value is obtained.
 - (b) Reimbursable Expenses
All Reimbursable Expenses, listed in paragraph 10.4, are negotiable.
 - (c) Advances as specified in paragraph 17.
 - (d) Local tax payment and reimbursement mechanism.
- 15. Personnel Replacement prior to Contract Award**
- 15.1 If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals are available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agree to with DFATD unless the Bidder is unable to do so for reasons beyond its control. For the purposes of this paragraph, only the following reasons will be considered as beyond the control of the Bidder: long-term/permanent illness, death, retirement, resignation, maternity and parental leave, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must propose a replacement with equivalent or greater qualifications and experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not, at a minimum, achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.
- 16. Irrevocable Standby Letter of Credit**
- 16.1 To guarantee the Consultant's obligations under the Contract, within 28 Days of the signature of the Contract, the Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) as specified in the Data Sheet.
- 16.2 All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense.
- 17. Advances**
- 17.1 The Data Sheet specifies whether DFATD will permit advance payments to the Consultants under the Contract resulting from this RFP. A detailed list of expenses eligible for advance payments, if any, is specified in the Data Sheet.
- 17.2 Bidders are requested to indicate in their financial proposals the amount and nature of advances that will be required by them to undertake the Contract. The Bidder's request for advances will not be evaluated. However, requested advances may be subject to negotiation prior to Contract award.

17.3 DFATD will not issue an advance until the Consultant provides DFATD with an ISLC acceptable to DFATD in form and content. An ISLC will be drawn in favour of DFATD and issued by an Approved Financial Institution and will be in place before any advance is made and remain in effect until all advances are fully liquidated. The ISLC is always for an amount equal to one hundred (100) percent of the maximum possible outstanding amount of advance payments at any given time during the execution of the Contract.

17.4 During the negotiation stage, DFATD may request confirmation of the Bidder's ability to obtain the necessary advance security as stipulated in paragraph 17.3. Failure to do so by the date stipulated by DFATD will result in the selected Proposal being given no further consideration. DFATD reserves the right to initiate negotiations with the next highest-ranking Bidder.

**18.
Notification/
Debriefing of
unsuccessful
Bidders**

18.1 After completing negotiations and awarding the Contract to the selected Bidder, DFATD will publish the award of the Contract on GETS and on the DFATD website.

18.2 Bidders may make a written request to DFATD to receive an oral or written debriefing on the strengths and weaknesses of the Bidder's own Proposal and to receive the marks obtained by the Bidder for each requirement of the technical component published in the evaluation grid and the marks obtained for the financial component. All costs related to oral debriefings, including but not limiting to communication and/or transportation costs, are the responsibility of the Bidder.

18.3 Bidders may also request the name of the successful Bidder, the total marks obtained by the successful Bidder in each of the three categories of the technical component listed in Section 5, Evaluation Criteria, and the marks obtained by the successful Bidder for the financial component. Where the request involves a Bidder who is an individual, some information may qualify for protection under the *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 Proposals;
- (c) accept any Proposal in whole or in part without negotiations;
- (d) cancel the RFP at any time;
- (e) reissue the RFP;
- (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who responded to resubmit Proposals within a period designated by DFATD; and
- (g) negotiate with the sole compliant Bidder to ensure best value to DFATD.

Instructions to Bidders

DATA SHEET

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

Paragraph Reference	
Definitions (t)	For the purpose of this RFP, the following position is also included as Local Support Staff: N/A
Definitions (dd)	The Recipient Country is Tanzania
Definitions (ff)	The RFP Closing Date is February 8, 2017 at 14:00 hrs, Eastern Standard Time (EST).
1.5	Bidders' Conference: YES___ NO_ <input checked="" type="checkbox"/> _ Site tour: YES___ NO_ <input checked="" type="checkbox"/> _
1.6	Visit can be arranged: YES___ NO_ <input checked="" type="checkbox"/> _
1.6, 6.2, 11.1 and 13.1	DFATD Point of Contact is: Frank Loop Senior Contracting Officer Department of Foreign Affairs, Trade and Development Facsimile: (819) 953-9186 Email: frank.loop@international.gc.ca
2.3	Location of contract negotiation: Gatineau
7.2	Bidder is requested to submit: <ul style="list-style-type: none"> • Technical proposal: The original and 4 copies and one electronic version (in USB or CD-ROM) • Financial proposal: The original and 1 copy <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)	Financial statements are to be included in the Proposal: YES___ NO_ <input checked="" type="checkbox"/> _
8.2	Additional documentation is available: YES___ NO_ <input checked="" type="checkbox"/> _
9.6	Cross-referencing is recommended: YES <input checked="" type="checkbox"/> NO___
9.8 (c) and 11.19	A fixed number of person-days is required for the following Personnel positions:

	Position	Level of Effort						
	Based in Canada							
	Project Director	225						
	Based in Tanzania							
	Management and Leadership Specialist	990						
	Training and Learning Specialist	935						
	College Leadership Facilitators (x4)	540 (45 days x 4 x 3 yrs)						
	Curriculum development Specialist	120						
	Early Grade Teacher Education 3R Specialists (x2)	360 (60 days x 2 x 3 yrs)						
	Senior Gender Teacher Education Specialist	120						
	ICT Teacher Education Specialist	180						
9.9	The Bidder can propose alternative Personnel: YES ___ NO <input checked="" type="checkbox"/>							
10.4	In addition to the listed eligible reimbursable expenses in ITB 10.4, the Bidder is requested to provide the following expenses in FIN-3: Reimbursable expenses reserved for additional personnel determined during project implementation: \$211,950							
10.7 and 11.17	Available funding: The available funding for the Contract resulting from this RFP is \$5,900,000 CAD, excluding Applicable Taxes. This disclosure does not commit DFATD to paying the funding available. Of this amount, \$1,124,300 is reserved for other personnel and contractors to be determined during project implementation.							
10.8 (b) 1)	The ceiling monthly rate for Personnel on long-term assignment is \$5,216 CAD per month.							
10.8 (e)	Administrative mark-up : Yes: <input checked="" type="checkbox"/> No : _____ The Administrative mark-up to be applied to the Sub-consultants and Contractors determined during project implementation includes : <ul style="list-style-type: none"> • Overhead expenses • Profit This rate will be applied as follows : <table border="1" style="margin-left: 40px;"> <thead> <tr> <th></th> <th>Application of the rate</th> </tr> </thead> <tbody> <tr> <td>Sub-consultants assigned to the project</td> <td>Fees invoiced by the Sub-consultants</td> </tr> <tr> <td>Contractors</td> <td>Costs invoiced by the Contractors</td> </tr> </tbody> </table> <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 employees of the Consultant 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							
11.3	Selection Method: Best value adjusted for cost: The technical proposal is awarded a maximum of 700 points or 70 percent of total possible 1,000 points, and the financial proposal is awarded a maximum of 300 points or 30 percent. If Aboriginal direct hiring and/ or Contractors are proposed, Bidders will be awarded evaluation points (up to a maximum of 50 points, which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated. The Bidder whose Proposal obtained the highest combined technical and financial score will be invited for negotiations unless there is less than 10 points (1 % of 1000 total							

	evaluation points) between that Bidder and the lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.																
11.10 and 11.13	The minimum technical score required is 490 points (70%). 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 calculated by applying the Bidder's mark-up rate, as indicated in FIN-1B, to the budget set-aside for the cost of other Personnel and contractors to be determined during project implementation using the following formula:</p> $\text{Administrative mark-up cost} = \text{budget set-aside} \$ \times \frac{\% \text{ of mark-up rate}}{(1 + \% \text{ of mark-up rate})}$																
11.15, 11.19 and 12.4 (d)	<p>Evaluation of financial proposals</p> <p>The total Financial proposal to be evaluated will be the sum of FIN-1A and FIN-1B.</p> <p>FIN-1A is the sum of the total cost of Fees and the total overseas costs for Personnel on long-term assignment.</p> <p>i) The total cost of Fees will be calculated by adding the sub-totals of costs related to the Bidder's average Fees multiplied by DFATD's fixed level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A.</p> <p>ii) The total overseas costs for Personnel on long-term assignment is calculated by multiplying the average all-inclusive monthly rate by the number of months identified by DFATD and the total cost of relocation (mobilization/demobilization).</p> <p>Should the bidder provide an average monthly rate higher than the ceiling rate indicated in the Datasheet under paragraph 10.8 (b) 1):</p> <ul style="list-style-type: none"> For evaluation purposes, DFATD will use DFATD's ceiling monthly rate to calculate FIN-1A. For contracting purposes, the rate per year to be indicated in the resulting contract will be calculated on a pro-rata based on the ceiling rate as indicated below. <p>For example: For the purpose of the example, the ceiling rate is \$1800 and Bidder B is the winning bidder.</p> <table border="1" data-bbox="451 1661 1333 1733"> <thead> <tr> <th>Bidder</th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Average rate</th> </tr> </thead> <tbody> <tr> <td>Bidder B</td> <td>\$2100</td> <td>\$2250</td> <td>\$2400</td> <td>\$2250</td> </tr> </tbody> </table> <p>Should Bidder B's average rate exceed the ceiling rate, DFATD will calculate the pro-rata ratio by dividing the ceiling rate by Bidder B's average rate (up to 2 decimal numbers). The monthly rates for year 1, 2 and 3 will be prorated using the calculated ratio. For the purpose of the example, the following table shows the adjusted rates: Ratio: ceiling/average = 1800/2250 = 0.80</p> <table border="1" data-bbox="415 1970 1370 2042"> <thead> <tr> <th>Adjusted Year 1</th> <th>Adjusted Year 2</th> <th>Adjusted Year 3</th> </tr> </thead> <tbody> <tr> <td>2100*0.80 = \$1680</td> <td>2250*0.80 = \$1800</td> <td>2400*0.80 = \$1920</td> </tr> </tbody> </table> <p>The adjusted monthly rates will be incorporated in the resulting contract.</p> <p>Should the Bidder include any positions, other than those identified by DFATD, they will be deemed not included in the Bidder's financial proposal. The costs associated with these positions will not be taken into consideration in the financial evaluation nor will they be included in the resulting contract.</p> <p>Costs related to Contractors and Personnel, other than those identified by DFATD, may be determined during implementation and will not exceed the budget set-aside specified under FIN-1B.</p>	Bidder	Year 1	Year 2	Year 3	Average rate	Bidder B	\$2100	\$2250	\$2400	\$2250	Adjusted Year 1	Adjusted Year 2	Adjusted Year 3	2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920
Bidder	Year 1	Year 2	Year 3	Average rate													
Bidder B	\$2100	\$2250	\$2400	\$2250													
Adjusted Year 1	Adjusted Year 2	Adjusted Year 3															
2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920															
11.15	Scoring of financial proposals:																

	<p>The financial proposal with the lowest evaluated dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis based on the lowest compliant financial price. For example, if the total financial score is 300 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 300 points for its financial proposal. All other technically compliant Bidders' financial score will be calculated as follow:</p> $\text{Bidder B's financial score} = \frac{\text{Bidder A's financial price}}{\text{Bidder B's financial price}} \times 300$
11.16	The clause is applicable: YES___NO_✓_
13.1(c)	The Bidder is subject to security requirements: YES___NO_✓_
13.1(d)	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; (b) Bodily Injury and Property Damage to Third Parties; (c) Product Liability and Completed Operations; (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; (e) Cross Liability and Separation of Insured; (f) Employees and, if applicable, Volunteers as Additional Insured; (g) Employer's Liability; (h) Broad Form Property Damage; (i) Non-Owned Automobile Liability; and (j) 30 Days written notice of policy cancellation. <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and b) 30 Days written notice of cancellation. <p>3. Health Insurance</p> <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Centre for Intercultural Learning, pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that members of its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or contractors for medical reasons.</p> <p>4. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other</p>

	<p>authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ol style="list-style-type: none"> a. Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; b. Cross Liability and separation of insured, to the extent permitted by law; c. Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and d. 30 Days written notice of cancellation.
16.1	The Irrevocable Standby Letter of Credit (ISLC) must be for the face amount of \$456,360.
17.1	<p>Advance payments may be permitted: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following types of expenses are eligible for advance payment:</p> <ol style="list-style-type: none"> (a) Expenses associated with setting up a new local office in the Recipient Country; (b) Procurement of manufactured equipment (project assets).
19.1	Expected date for commencement of consulting and professional services is no later than 30 days following the signature of the contract.

Section 2. Technical Proposal - Standard Forms


Guidance to Bidders:

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

Bidders Checklist

1. Mandatory procedural requirements


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

Mandatory Procedural Requirements	
The Proposal validity is 180 days after the closing date of the RFP.	
The Bidder has submitted only one proposal in response to this RFP. (ITB 4.4)	
The Proposal is submitted to: Department of Foreign Affairs, Trade and Development Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2 Attention: Bid Receiving Unit – SGD	
The Proposal is submitted to DFATD no later than the RFP Closing Date indicated in the Data Sheet.	
The Bidder or, in case of a consortium or joint venture, each member of a consortium or joint venture has completed, signed and included TECH-1 Form in the Proposal.	
The Bidder or, in case of a consortium or joint venture, each member of consortium or joint venture complies with the certifications of TECH-2 Form from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications in TECH-2.	
The Bidder submitted a completed TECH-2 and TECH-3 Form with its Proposal.	
The Bidder has demonstrated compliance with each of the mandatory evaluation criteria, if any, specified in Section 5, Evaluation Criteria.	
No information related to Fees, overseas costs for Personnel on long-term assignment and costs of Contractor(s) appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.8).	
The Fees for Personnel and monthly rates are expressed on a yearly basis (i.e. Year 1, Year 2, Year 3, etc.).	
The Financial proposal is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder's Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in	

ITB 9.1, 9.2, 9.4, 11.12, 11.25, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

2. Other requirements:

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

Proposal Presentation and Submission	
Has the technical proposal used the headings and numbering system detailed in Section 5, Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in the Data Sheet?	
Has the Bidder submitted its proposal in the number of originals and copies indicated in the Data Sheet?	
Is the Original proposal clearly identified as "Original" on its cover?	
Is the Proposal presented on 8.5" X 11" or A4 paper (or as specified in the Data Sheet) and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Have the original and all copies of the technical proposal been placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
Have the original and all copies of the financial proposal been placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
If requested in the Data Sheet, have financial statements been submitted in a third sealed envelope clearly marked "Financial Statements"?	
If required, has an Integrity Declaration Form been submitted in accordance with paragraph 7.10(d)?	
Have the envelopes containing the technical and financial proposals, and financial statements, if applicable, been placed in an outer envelope and sealed?	
Does the outer envelope bear: <ul style="list-style-type: none"> - name of the Bidder - return address of the Bidder - submission address - RFP reference number - project title - the RFP Closing Date. 	
Have the Proposal withdrawal, substitution and/ or modification, if any, been done as per ITB 7.13?	
Technical Proposal	
In case of a consortium or joint venture, has the Member in charge been identified by checking the appropriate box in TECH-1?	
Has the Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture provided information as requested in TECH-3 with the Proposal?	

Has the Bidder provided information as requested in TECH-4 according to the specified format?	
Has the Bidder completed and included all TECH-5 forms according to the specified format?	
Has the Bidder completed and included all TECH-6 forms according to the specified format?	
Has the technical proposal clearly and in sufficient depth addressed the rated requirements against which the Proposal is evaluated?	
Has the technical proposal conformed to the specified page limits as indicated in section 5, Evaluation Criteria?	
Financial Proposal	
If Aboriginal direct hiring and/ or sub-contracting is proposed, has the Bidder completed FIN-2?	
Has the Bidder provided estimate of Reimbursable Expenses that will be incurred in the realization of the project in Canada and in the Recipient Country by filling in the form FIN-3?	
Does the Bidder's price exclude all Applicable Taxes? Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimated amount in the financial proposal separately.	
Has the Bidder indicated in its financial proposal the amount and nature of advances that it will require in undertaking the Contract, if any?	

FORM TECH-1
Acceptance of Terms and Conditions

Guidance to Bidders:

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

The Proposal to the Department of Foreign Affairs, Trade and Development is for the provision of Services in relation to: Technical Assistance for the Teacher Education Support Project (TA-TESP)

From (please print): Bidder's Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

Title (Please Print)

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

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

Signature _____ Date _____

Member in Charge

FORM TECH-2 Certifications

Guidance to Bidders:

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

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

1. CANADIAN STATUS

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

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

2. INTEGRITY PROVISIONS

2.1 Subject to subsection 2.2, by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:

- a) It has read and understands the *Ineligibility and Suspension Policy*;
- b) It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c) It is aware that Canada, including PWGSC and DFATD, may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- d) It has provided with its Proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants and contractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e) None of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants and contractors; and
- f) It is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

2.2 Where a Bidder is unable to provide any of the certifications required by subsection 2.1, it must submit with its Proposal a completed Integrity Declaration Form, which can be found at [Integrity Declaration Form](#)

2.3 DFATD will declare non-responsive any Proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by DFATD to be false or misleading in any respect. If DFATD established after award of the Contract that the Bidder provided a false or misleading certification or declaration, DFATD may terminate the Contract for default. Pursuant to the Policy, DFATD may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

3. CODE OF CONDUCT FOR PROCUREMENT

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

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

4. 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).

5. INTERNATIONAL SANCTIONS

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

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

6. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

7. LANGUAGE CAPABILITY

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

8. EDUCATION AND EXPERIENCE

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

9. 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.

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

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

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

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

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

OR

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

11. 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.

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,

"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.

"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.

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;

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

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

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.

FORM TECH-3 Bidder's Organization

Guidance to Bidders:

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

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

1. The legal name, mailing address, telephone and fax numbers of the Bidder, including each Member if the Bidder is a consortium or joint venture:

2. If available at the time of proposal submission and in accordance with paragraph 13.1 (g) ii of the RFP, a complete list of the following:
 - For **corporate entities (including those bidding as joint ventures)**: names of all current directors or, for privately owned corporations, the names of the owners of the corporation.
 - For **sole proprietors (including sole proprietors bidding as joint ventures)**: names of all owners.

3. The person to contact regarding the Proposal (name, title, telephone and fax numbers, and email address):

4. The person to contact regarding any resulting Contract (name, title, telephone and fax numbers, and email address):

5. Governing law of a Canadian province or territory, if different than Ontario, in accordance with the paragraph 3.2 of the RFP:

6. 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:

7. Is the Bidder registered for the Quebec Sales Taxes (QST)

FORM TECH- 4 Bidder's Experience

Guidance to Bidders:

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

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

**FORM TECH-5
Methodology**

NOT APPLICABLE FOR THIS RFP

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

<u>Position:</u>
<u>Name and citizenship:</u>
<u>Education:</u> <i>Degrees received, name of the university, and pertinent dates (month/year)</i>
<u>Professional development:</u> <i>Continuous training Professional certification or accreditation</i>
<u>Present employer and position:</u> <i>Length of service with current employer (Start date: month/ year) and status (permanent, temporary, contract employee, associate, etc.)</i>
<u>Former Canadian Public Servant and Conflict of Interest:</u> <i>Is/ will the proposed individual be a Former Canadian Public Servant in receipt of a government pension and/ or the beneficiary of a buy-out lump sum payment? If yes, provide details. Does/ will the proposed individual comply with the provisions of the Conflict of Interest provisions contained in TECH-2?</i>
<u>Language Requirement:</u> <i>Language(s) spoken, read and written by the proposed individual, and his/her degree of proficiency in each category. The following Web site describes the language proficiency levels:http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng</i>
<u>Experience:</u> <i>A history of employment and assignments in reverse chronological order with a narrative description of each employment/assignment in accordance with the rated criteria detailed under the Proposed Personnel, in section 5, including but not limited to : <u>Employment/Assignment:</u> position, roles and responsibilities, value, (Start date: month/ year) and Completion date: month/ year), location, etc. <u>Project:</u> title, brief description, sector, value, duration (Start date: month/ year) and Completion date: month/ year), sectors of expertise, location, Recipient Country, client/funding agency, stakeholders, etc. <u>Pertinent experience:</u> services provided by the proposed individual, contribution to the achievement of project results, skills, experience, activities, etc. <u>Reference(s):</u> name, title, phone and email.</i>
<u>List of publications/ presentations, if applicable:</u>

FORM TECH- 6B
COMMITMENT TO PARTICIPATE IN THE PROJECT

Guidance to Bidders:

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

1 REFERENCE

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

2 GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL

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

3 DECLARATION OF INDIVIDUAL

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

Section 3. Financial Proposal - Standard Forms

FORM FIN-1

Total Cost

Guidance to Bidders:

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

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

FORM FIN-1A

COST OF PERSONNEL

Guidance to Bidders:

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

Personnel Resource Name	Personnel Position	Year 1 Firm all- inclusive daily Fees \$	Year 2 Firm all- inclusive daily Fees \$	Year 3 Firm all- inclusive daily Fees \$	Year 4 Firm all- inclusive daily Fees \$	Year 5 Firm all- inclusive daily Fees \$	(LOE) Fixed by DFATD (Days)	Sub-Total Estimated Cost = Average of applicable year(s) x Total LOE
In Canada								
	Project Director						225	
In Tanzania								
	Management and Leadership Specialist						990	
	Training and Learning Specialist						935	
	College Leadership Facilitators (x4)						540 (45 days x 4 x 3yrs)	
	Curriculum development Specialist						120	
	ICT Teacher Education Specialist						180	
	Early Grade Teacher Education						360 (60 days x 2 x 3 yrs)	

	3R Specialists (x2)							
	Senior Gender Teacher Education Specialist							120

SUBTOTAL 1 (exclusive of any taxes)	
--	--

Costs for Personnel on long-term assignment

Guidance to Bidders:

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

Monthly rate (housing, basic utilities, other expenses)									
Personnel Resource Name	Personnel Position	Firm all-inclusive monthly rate					Number of months	Sub-total	
		Y1	Y2	Y3	Y4	Y5		Cost=average of yr1-5 x Total number of months	
	Management and Leadership Specialist						57		
	Training and Learning Specialist						57		
SUBTOTAL-2 (exclusive of any taxes) - Total (housing, basic utilities, other expenses)									\$
Ceiling for the monthly rate									\$5,216 000

Cost of relocation						
Personnel Resource Name	Personnel Position	Mobilization (from home country to recipient country)	Demobilization (from recipient country to home country)	Sub-Total (mobilization + demobilization)		
	Management and Leadership Specialist					
	Training and Learning Specialist					
SUBTOTAL – 3 (exclusive of any taxes) – Total (Cost of relocation)						\$

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

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

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

Administrative mark-up rate	_____ %
Evaluated administrative mark-up cost $\text{\$} \times \frac{\% \text{ of mark-up}}{(1 + \% \text{ of mark-up})}$	FIN-1B = \\$ _____
BUDGET SET-ASIDE FOR OTHER PERSONNEL* AND CONTRACTORS	\$1,124,300, 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 employees of the Consultant 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 employees of the Consultant as part of the proposal.

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

FORM FIN-2
ABORIGINAL SUPPLIER INCENTIVE

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

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

Aboriginal Contractors to be utilized

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

**FORM FIN-3
REIMBURSABLE EXPENSES**

Guidance to Bidders:

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

Indicative Reimbursable Expenses

#	Description	Units	\$, Per Unit	Sub-total, \$
a	Travel and Living			
	Transportation			
	Meals			
	Visa and permit costs			
	Accommodation			
b	Purchase and Transportation costs for			
	Equipment (IT equipment, laptops)			
	Vehicles			
c	Communication costs			
d	Translation and reproduction costs			
e	Bank charges			
f	Local Support Staff			
g	Field Office Expenses			
	Office (consumables and office furniture, maintenance and repairs)			
	Vehicle costs (driver, operational costs, repair and maintenance)			
	Other Office supplies (IT consumables)			
h	Training Expenses			
	Textbooks and Manuals			
i	Expenses for Additional Personnel			\$ 211,950
	Grand Total			

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

SECTION 4. TERMS OF REFERENCE

Annex A

Project Description

TEACHER EDUCATION SUPPORT PROGRAMME DESCRIPTION

1. Wider Context - Rationale

Tanzania is a diverse and pluralistic country and an important partner for Canada. Tanzania is one of Canada's 25 countries of focus and is among the top recipients of Canadian bilateral development assistance. Canada's support aims to reduce poverty and advance the country's transformation toward middle-income status. Canada assists the Government of Tanzania's priorities in health, education and broad-based sustainable growth, promoting healthier, more educated and prosperous Tanzanians.

Tanzania has enjoyed a decade of high growth but remains poor with 44% of its 48 million citizens living in poverty. This situation is exacerbated by weak basic education performance that limits the potential for employment, growth and prosperity of future generations.

Tanzania has long recognized the importance of investing in the education of its citizens to reduce poverty and inequality, and as such, the Government has allocated a relatively high share of its national budget towards the education sector. Donors have also contributed to Government support, with Canada providing 235 million Canadian dollars to Tanzania's education sector over the past twelve years. This support, along with that of other donors, has helped Tanzania to build and sustain gains in education, particularly in ensuring access to primary and secondary education. However, in the midst of this rapid enrolment expansion, the quality of education in Tanzania has been declining to such an extent that, in 2012, less than half of all primary and lower secondary school students passed their final exams. In January 2016, Tanzania's newly elected President, transferred billions of Tanzanian Shillings (about \$10 million) directly to schools to cover costs that parents used to have to bear. This move has solidified the Government's commitment to education. However, the resulting surge in enrolment is putting even more pressure on schools and teachers.

One of the critical factors behind poor education outcomes is under qualified and unmotivated teachers using ineffective teaching styles. Teacher Training College instructors often have weak teaching skills and new teachers often graduate from Teacher Training Colleges with little or no practical teaching experience. In primary and secondary schools, overcrowding, dilapidated buildings and a lack of textbooks and materials make for very poor learning environments. As a result, primary school students are not developing critical foundational skills in literacy and mathematics during the early years of schooling. Under qualified primary school graduates carry on to secondary school, where they underperform. Ultimately, Tanzanian Universities, Technical and Vocational Training colleges, and even Teacher Training Colleges struggle to recruit qualified secondary school graduates, thereby perpetuating poor education outcomes.

There is now a significant national focus being placed on improving literacy and mathematics learning outcomes for early years' primary school students through the support and training of teachers who are already teaching in schools. Ensuring that teacher trainees attending teachers' colleges receive good quality and practical experience before they enter the workforce remains an area that is not currently being adequately addressed and where Canada has significant internationally recognized expertise. Strengthening the quality of newly qualified teachers will be critical to improving primary and secondary education for girls and boys in Tanzania.

2. Context and Description of the Teacher Education Support Project (TESP)

2.1: Overview

Despite the support provided by the Government of Tanzania and donors, meeting the ever-increasing need for better qualified teachers to improve education outcomes requires additional resources. Canada's support through the TESP aims to improve the quality of primary and secondary school teaching in Tanzania by investing in effective training for future teachers and improving the capacity of the Ministry of Education, Science and Technology (MoEST) to manage the national teacher training college system. The project will also help Canada deliver on its children and youth priority to improve the quality and relevance of education for girls, boys, and youth, as a basis for poverty reduction, social development, and economic growth.

The TESP was developed with and at the request of MoEST to support the long-term training of new teachers, through the national teacher training college system. The project will focus on improving the core training that teachers receive at the 35 Government Teacher Training Colleges, all of which provide a three-year residential teaching diploma or higher diploma, qualifying primary and secondary school teachers to teach in schools.

The TESP is implemented by two different partners: the Government of Tanzania's Ministry of Education and a Technical Assistance Consultant to provide technical services to the MoEST to deliver on the project results.

For the MoEST, main project activities include:

- Supply each of the 35 teacher training colleges with sufficient gender-sensitive reference books, information and communication technology (ICT) equipment and infrastructure, and teaching supplies;
- Ensure that 25,000 student teachers each year participate in 60 days of supervised and evaluated practice teaching assignments; and,
- Deliver professional development courses for 500 college instructors every year.

For the Technical Assistance Consultant, main activities include:

- Support the MoEST in the project planning, monitoring and coordination;
- Train teachers' college instructors on improved methodologies for teaching basic numeracy and literacy, including how to address the differing needs of girls and boys, integrating environmental sustainability, and improving child protection by avoiding the use of corporal punishment and promoting safer schools, especially for girls;
- Provide specialized training for science, mathematics and laboratory teaching to science and mathematics instructors;
- Assess opportunities to use ICT to improve teacher training and classroom learning;
- Provide technical advice and expertise to the Ministry of Education to review and update the teacher education curriculum, with a view to integrating gender-sensitive pedagogy and child protection measures; and
- Provide training to improve the leadership and management skills of Ministry of Education officials.

The specific mandate of the Technical Assistance Consultant is further described in Annex B. Throughout this document, the direct financing component is referred to as "TESP", while the technical assistance component is referred to as "TA TESP".

2.2: Expected Results for the TESP and the TA TESP

The ultimate outcome of the TESP and the TA TESP is to improve basic education for boys and girls in Tanzania. At the intermediate level, the expected results are:

- i) More effective management of teacher education and professional development;
- ii) Improved quality and relevance gender-sensitive of instruction for student teachers at government Teacher Training Colleges

Intermediate Outcome 1: More effective management of teacher education and professional development

The TESP and the TA TESP will improve the management capacity of MoEST officials through training programs and with technical assistance provided by the Technical Assistance Consultant. Staff of the Teacher Education Unit will develop improved skills in planning, monitoring, evaluation, and leadership and management. At the College level, management teams will be trained in pedagogical leadership, planning, administration and financial management. The project will also increase access to teaching and learning materials for Instructors and Trainees. It is expected that 35 Teacher Training colleges will be equipped with appropriate ICT equipment, textbooks, and learning resources.

Intermediate Outcome 2: Improved quality and relevance of gender-sensitive instruction for student teachers at Government Teacher Training Colleges.

The TESP and the TA TESP will improve the skills of Instructors and Trainees to provide better quality, gender-sensitive instruction on relevant curricula. A review of the pre-service teacher training curriculum will be performed to reflect best practices for gender-sensitive teaching approaches, integration of environmental education, and teaching of literacy and numeracy. Teacher Training College Instructors will receive training on these new methodologies. It is expected that 3,000 teachers' college instructors will be trained.

The Logic Model for the TESP project is presented in Appendix 1.

3. Project Organization

3.1: Beneficiaries

The direct beneficiaries of the TESP and the TA TESP are the staff responsible for teacher education at MoEST, 35 Government Teacher Training College management teams, 3,000 college instructors and over 50,000 trainees who will graduate as qualified teachers with improved teaching skills. Ultimately, the increased quality of management, instruction and resources in teacher training colleges will improve the quality of teachers entering the profession, in turn improving the quality of basic education and learning outcomes for both boys and girls in primary and secondary schools across Tanzania.

3.2: Roles, Accountability and Responsibility of the Principal Project Stakeholders

The Government of Tanzania is accountable for the planning and execution of the TESP. At the macro level, the Ministry of Finance is the principle counterpart representing the Government of Tanzania in agreements with

donors. The Ministry of Finance will ensure and monitor the flow of project funds through the Government of Tanzania exchequer system. The MoEST will ensure project implementation and monitor and evaluate progress in line with planned results.

The Technical Assistance Consultant will be accountable for the deliverables outlined in the specific mandate for the Technical Assistance Consultant for the TA TESP.

DFATD will engage a project monitor to assess the progress and performance of TESP and TA TESP and a procurement advisor to monitor and provide strategic advice to the MoEST concerning procurement issues. DFATD will monitor and manage the mandate given to the Technical Assistance Consultant which includes assessing the TA TESP project implementation, reviewing and approving annual work plans, and commenting on and approving narrative and financial progress reports. DFATD will authorize and control project-related disbursements and provide the Consultant with ongoing feedback to ensure that the project achieves the expected results.

3.3: Management Processes

3.3.1: Management Team

A MoEST Management Team will be responsible for TESP coordinating, planning, implementing, managing, monitoring, evaluating and reporting on the projects activities, budget and results. The MoEST Director of Policy and Planning will chair the Management Team and a team of representatives from the MoEST will be identified to be consistent group members, including Project Coordinator to be appointed from the Teacher Education Unit. The Technical Assistance Consultant will act as the secretariat for meetings. Additional, non-executive, technical members may be invited to meetings to present and report on specific activities. Whilst the primary focus of the Management Team will be on TESP, there will also be a focus on TESP Technical assistance, as its services and deliverables are embedded within the TESP. The Management Team will report to the Steering Committee who will review and authorise project plans, reports, products and tools.

3.3.2: Steering Committee

A Steering Committee will be established to review and authorise project plans, reports, products and tools. The Project Steering Committee will provide policy level direction to the TESP and propose actions to overcome project constraints. The Project Steering Committee will meet twice a year in line with the TESP reporting processes. The Permanent Secretary of the MoEST will co-chair the meeting alongside the Head of Cooperation for DFATD in Tanzania. Other Government of Tanzania members will include a representative from the Ministry of Finance, the Director of Teacher Education, the Director of Policy and Planning, the Commissioner of Education and other members as appointed by MoEST. The Technical Assistance Consultant will act as the secretariat for meetings. Whilst the primary focus of the Steering Committee will be on TESP, there will also be a focus on TESP Technical assistance, as its services and deliverables are embedded within the TESP.

4. Risks

4.1: Proposal Complexity risk

Project activities will be implemented by the Government of Tanzania through several different units within the MoEST and with the support of the Technical Assistance Consultant. Roles and responsibilities have shifted recently at the MoEST, and could shift again. There is a risk that this may affect project implementation and coordination among the various actors and elements of the project. To mitigate against this risk, DFATD will work closely with the MoEST and the Technical Assistance Consultant to monitor project progress, and provide strategic guidance to project implementation through the Project Steering Committee. A Project Monitor and other Advisors will be engaged to provide continuous feedback on project performance, and the Technical Assistance Consultant will provide assistance to the Government of Tanzania to help with project planning, monitoring and coordination.

4.2: Capacity risk:

There is a risk that the Teacher Education Unit will be overburdened with priorities and projects to the extent that its capacity to manage the TESP is diminished. The potential impact of this would be that project activities are not implemented in a timely manner, leading to delays in project implementation. To mitigate against this risk, the TESP and the Teacher Education Unit will be supported by the Technical Assistance Consultant. The Technical Assistance Consultant will provide external expertise to support the Teacher Education Unit in the planning, coordination and individual activities. DFATD will continue to engage in ongoing policy dialogue with the Government and with other donors to support clarity and coordination with related initiatives. Finally, regular Project Steering Committee meetings will highlight implementation problems and propose solutions as they arise.

4.3: Political risk:

There is a risk that changes to the Government's Education sector priorities could lead to the re-structuring of the TESP to align to new government directives. The Government has however consistently identified improved teacher training as a national education priority and the project enables the Government to take action to address key problems. Therefore the likelihood of this currently appears low. DFATD will continue to work closely with the Government, through TESP management mechanisms and through policy dialogue mechanisms, to ensure that teacher training remains a priority. Canada is the chair of the Education Sector Development Partners Group, and the lead development partner for the Quality Improvement Technical Working Group, where teacher education issues are discussed.

4.4: Financial risk:

It is anticipated that the Government of Tanzania will contribute towards the total cost of the TESP initiative. If the Government of Tanzania becomes fiscally vulnerable, its ability to meet expected contributions to the project may be reduced. If this funding is not available, the planned results of the project would be at risk of not being achieved. This risk is not likely to arise. In recent months, the Government of Tanzania has demonstrated its commitment to teacher education, providing funding to support block teaching practice for teacher trainees. Block teaching practice is part of the Government's teacher training program, and enables teacher trainees to benefit from 60 days of in-classroom teaching practice per year during their teacher training. Both Canada's and Tanzania's financial support to the TESP will be included as a condition of the Contribution Arrangement to be signed between the two countries. This will allow DFATD to continually monitor the Government of Tanzania's contributions, and to take this into consideration when making decisions regarding Canadian disbursements to the TESP.

5. Constraints

The MoEST's procurement processes are complex and have led to delays in implementation of other development initiatives. This will be factored into work planning for the TESP. There are several significant procurement processes to be conducted under the TESP, including for the purchase of textbooks, learning materials and ICT equipment for the 35 Government Teacher Training Colleges. The Technical Assistance Consultant will provide support to the MoEST plan efficiently for the procurement processes needed for the implementation of the project. DFATD will also engage a Procurement Advisor to monitor and provide strategic advice to the MoEST concerning procurement issues.

6. Gender Equality, Child Protection and Environmental Analysis**6.1: Gender**

Tanzania has achieved significant progress in gender equality in terms of enrolment to primary and secondary school. However, challenges remain on issues beyond access, including retention, the nature and quality of teaching, distance to schools, and adequacy and conditions of schooling infrastructure. While gender parity has been achieved in primary enrolment levels, just over one third of girls continue through to the equivalent of grade 11. Most teachers have not been trained on how to integrate gender issues into teaching and to help prevent abuse in schools. School violence is a concern, particularly against girls, with teachers often cited as the perpetrators. As a result, girls are less likely to continue their education and to find productive jobs when they grow up.

Community and pupil attitudes towards gender are reflected in primary school pupil's responses to a 2014 survey in which 30% of pupils agreed that girls should be responsible for cleaning teacher offices and household work whilst only 70% of pupils agreed that boys and girls have the same capacity to study science. A 2008 study showed poor quality of interaction between children and their teachers in the classroom. The 'chalk and talk' method was used predominantly; nearly 60% of class time was spent with pupils simply listening to their teacher talk. Pupils rarely interacted with each other or their teachers and there was little or no opportunity for children to develop key skills, such as problem-solving. There was a significant gender bias with boys twice as likely as girls to be asked a question or called out to demonstrate in front of the class. Most teachers have not had gender training to be able to integrate gender issues in teaching and learning and to help prevent abuse in schools. In Government teacher training colleges, females comprise only 43% of trainees, with implications for a relative lack of role models for female students.

Evidence shows that gender-sensitive training that equips teachers with improved teaching approaches can help promote positive attitudes and behaviour among students and ensure that girls and boys participate equally in class. Moreover, learner-centred collaborative teaching methods can help improve learning for both boys and girls (Education for All 2015 Global Monitoring Report).

The TESP aims to ensure that new teachers understand the traditional gender dynamics in the classroom and are equipped with the required skills to develop positive learning environments for both girls and boys. This

includes things like making sure girls feel safe and confident to fully participate and are called upon at least as often as boys to answer questions or demonstrate examples.

The TESP proposes improved training for teachers who will be teaching life skills covering such topics as: health and prevention of diseases; biological and physiological changes; sex, sexual rights; gender; pregnancy, and female genital mutilation. A review of the teacher training curriculum is proposed, including the improved integration of gender-sensitive pedagogy. It is also proposed that gender will be mainstreamed into the training of instructors and management, trainee teaching practice assessments, planning and monitoring processes, and the procurement of reference books and ICT related packages.

6.2: Child Protection

Canada is committed to the survival, protection and healthy development of children around the world. This commitment includes support to help galvanize action to end violence, exploitation and abuse against children.

The Government of Tanzania and UNICEF's Violence against Children report of 2011 identified that 3 in 10 females and 1 in 7 males experienced sexual violence prior to the age of 18 and that almost three-quarters of young Tanzanians experienced physical violence prior to 18. Fifty percent of respondents experienced physical violence by teachers.

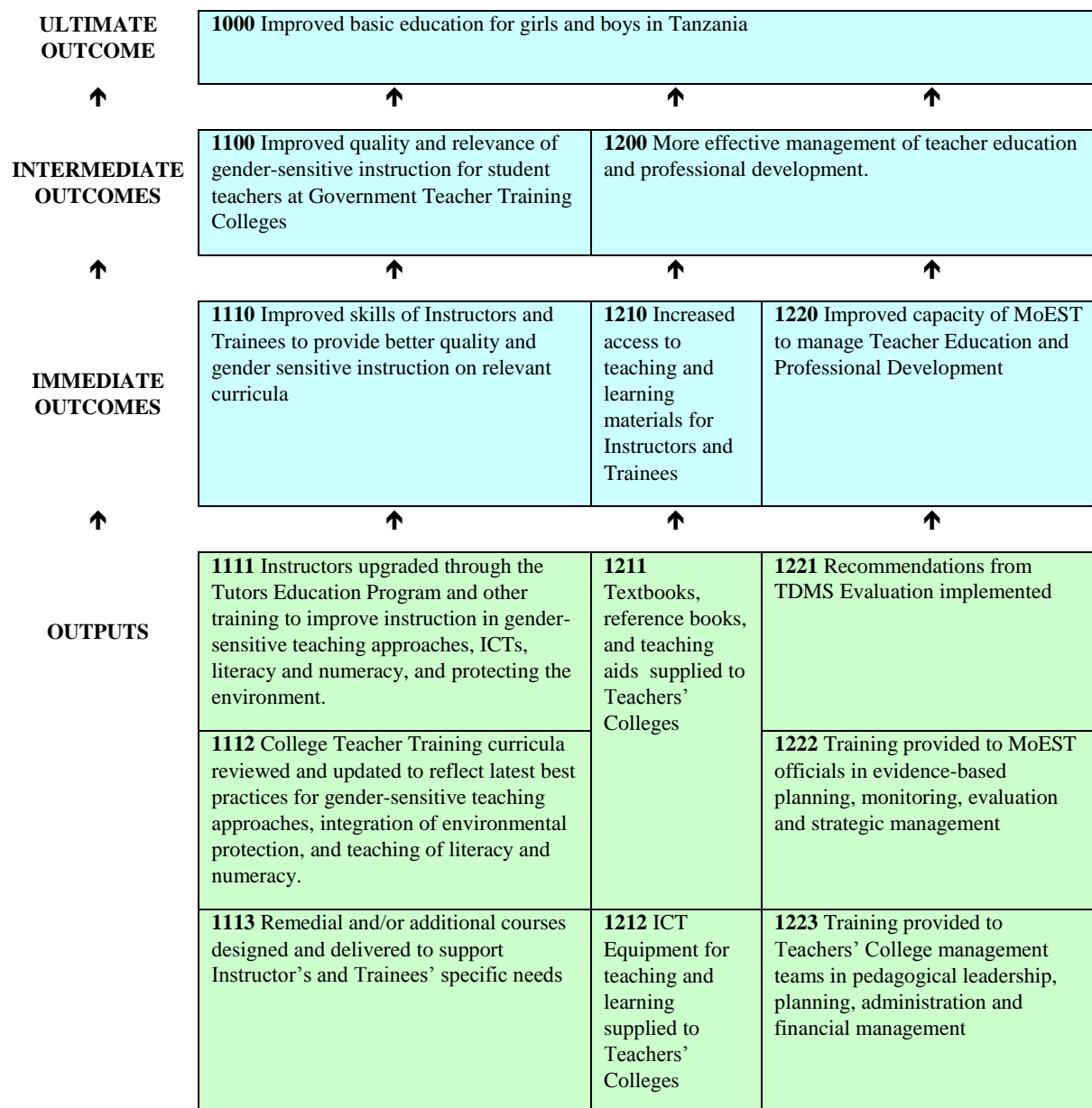
The TESP will promote safer schools by integrating child protection considerations into existing training for management and instructors, as well as trainee teaching practice assessments and monitoring processes. Teacher trainees will be supported and provided with teaching techniques to avoid the use of corporal punishment in classrooms. The teacher training curriculum will be reviewed to ensure mainstreaming child rights issues, the social inclusion of vulnerable girls and boys, and life skills. Colleges will be supported to develop and review student protection and inclusion policies.

6.3: Environment Education

Increasing environmental sustainability is one of Canada's crosscutting themes for international development. DFATD's Strategic Environmental Assessment of the Tanzania Country development Strategy (2014-2019) recommended the inclusion of environmental education elements in training curricula for teachers. The TESP will ensure that environmental education including climate change is included within existing training for management and instructors, as well as trainee teaching programs. The teacher training curriculum will be reviewed to ensure that best and relevant environmental education packages are included (e.g. components on waste management-human and household waste, sanitation and other greenery practices).

Annex A, Appendix 1 - Logic Model

Title	Teacher Education Support Project	No.	D-000252
Country	Tanzania	Duration	5 years (2017-2021)



Acronyms

ICT: Information and Communication Technology
 MoEST: Ministry of Education, Science and Technology
 TDMS: Teacher Development and Management Strategy

Annex B – Specific Mandate of the Consultant

1. Title

Technical Assistance for the Teacher Education Support Project (TA-TESP)

2. Objective of the TA-TESP

To support the Ministry of Education, Science and Technology (MoEST) in the delivery of the Teacher Education Support Project (TESP), Canada will finance a Technical Assistance envelope. Canada has significant internationally-recognized expertise in effective training of future teachers. As such, the Technical Assistance envelope will bring Canadian expertise to ensure that the latest best practices are incorporated into the content and delivery of TESP; ensure that the various activities to be implemented with TESP support are well planned, monitored and coordinated, and provide training to help improve the quality of services delivered under TESP. The TA-TESP will therefore contribute to the achievement of the same expected results of the TESP, which are:

1. More effective management of teacher education and professional development; and
2. Improved quality and relevance of gender-sensitive instruction for student teachers at Government teachers' colleges.

3. Description of Services to be provided:

3.1 Project Management

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

The Consultant must:

- Identify and subcontract a variety of technical experts to deliver a range of technical assistance activities related to the management and delivery of teacher training;
- Develop procedures to ensure cost-effective and timely selection, sub-contracting, administration and performance review of appropriate and qualified technical experts to meet a range of short and medium-term needs;
- Define and oversee the roles and responsibilities of individuals sub-contracted for any aspect of project work;
- Integrate gender equality, child protection and environment into all aspects of the project as cross-cutting issues;
- Provide financial services including administration, disbursement, monitoring and control of DFATD funds with regard to the TA-TESP envelope. The Consultant will develop and maintain functional and effective systems for the management and control of project expenses and disbursements. The Consultant will maintain records of expenses and disbursements;
- Provide financial support services to MoEST to maintain functional and effective systems for the management, monitoring and control of TESP project expenses and disbursements;
- Support the MoEST in the development of procurement plans, annual work plans, and reports required under TESP;
- Be responsible for the travel, accommodation, insurance, medical, equipment, and communication needs of the Consultant team.

3.2 Project Implementation

3.2.1 Inception Phase

The Inception Phase will begin upon signature of the contract and will have a duration of 90 days. During the Inception Phase, the Consultant must:

- Conduct a needs assessment to determine the capacity of the MoEST to implement TESP and identify the technical assistance requirements.
- Refine the design of the TESP based on the needs assessment and produce a Project Implementation Plan (PIP) including an indicative 4.5-year budget and a work plan. The PIP must align with the MoEST's Five-Year Operations Manual for the TESP, which the Consultant may also need to update and refine based on the needs assessment. The resulting design must demonstrate clearly that the anticipated outcomes are achievable, feasible, and aligned with MoEST priorities, and that clear monitoring of progress towards achieving them can be done in a cost-effective manner. A full analysis of assumptions and risks together with mitigation strategies is expected during the inception phase.
- Upon satisfactory completion and approval of the PIP, start the implementation of the project based on participatory methods for both activity planning and implementation.

3.2.2 Implementation Phase

The Implementation Phase will begin upon approval by DFATD of the PIP, and will continue for the duration of the project. During the Implementation Phase, the Consultant must:

3.2.2.1: Provide annual plans and narrative reports for the TA-TESP as detailed in section 7. Provide support to the MoEST for the development of the annual plans and reports for the TESP. Ensure that these plans and reports are aligned with the 5-year Operations Manual developed by the MoEST for the TESP.

3.2.2.2: Develop frameworks to inform and guide:

- Training and facilitation support for MoEST officials
- Training and facilitation support for Teacher Training College Management Teams.
- Training and facilitation support for Teacher Training College instructors (for example early grade teaching, health education and ICT for teaching and learning)
- Curriculum review processes including identification of gaps in the curriculum, curriculum monitoring tools and identification of capacity gaps in curriculum delivery

The frameworks will include but not be limited to, outlining training module formats, delivery methodology, and guidance on content and named MoEST counterparts etc.

3.2.2.3: Work in consultation with MoEST to develop terms of reference for technical specialists, support and oversee the work of the technical specialists who will:

- Develop costed procurement plans to deliver, store, use and sustain relevant and appropriate ICT content and hardware and college reference and textbooks
- Provide annual training and facilitation support to MoEST staff on evidence-based planning, monitoring, evaluation and strategic management
- Organize training from external agencies for Ministry of Education, Science and Technology staff based on needs
- Provide annual training of Teacher Training College Management Team members on evidence-based planning, monitoring, evaluation, pedagogical leadership and financial management
- Provide annual training to college instructors on Early Grade teaching, ICT for teaching and learning and health education
- Support the MoEST to review identified curricula as needed
- Provide other capacity development support as identified by the MoEST and approved by DFATD.

3.2.3 Management for Results

MoEST and DFATD have developed a Performance Management Framework (PMF) with project performance indicators for measuring TESP progress. As the role of the TA-TESP is to support the MoEST in the delivery of TESP, many of the same indicators will be used to measure the TA-TESP performance. At the beginning of the TA-TESP, the Consultant must review the TESP PMF and produce a PMF for the TA-TESP project, with results and indicators that align with those in the TESP PMF. The indicators will be approved by DFATD as a part of the performance report.

The Consultant will report on achievement of the TA-TESP output indicators and tasks through the quarterly progress report.

The Consultant will provide solutions when problems are detected. The Consultant will report to DFATD problems that may affect the achievement of the project outcomes and suggest any measures that may lead more efficiently to the achievement of the project outcomes.

As described in the Project Description hereto attached, the Consultant will have to work closely with the MoEST and other stakeholders. The MoEST and other stakeholders will have to provide certain inputs (human and material) to enable the Consultant to deliver on the output indicators. The inputs to be provided by the MoEST and other stakeholders will be detailed in the work plan.

If inputs are not provided on time, the Consultant will be responsible to remind the MoEST Management Team and notify DFATD as appropriate and as soon as the fact has become known.

3.3 Procurement of Goods and hiring of ad hoc professional resources:

The Consultant will procure goods and hire ad hoc professional resources required for the project in accordance with the approved procurement plan that will be outlined in the PIP.

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

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

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

3.4 Provision of professional services:

The Technical Assistance Consultant must:

- Recruit, manage, and support technical specialists who have the relevant skills, qualifications and competencies to deliver on the objectives of the TA-TESP;
- Support the MoEST to ensure that cross-cutting issues are effectively embedded into the projects' delivery, monitoring and reporting;
- Support the MoEST to ensure the content and delivery approach of the TESP incorporates latest best Tanzanian and international practice.

In addition, the Technical Assistance Consultant must provide qualified individuals for the following core positions:

- Project Director
- Management and Leadership Specialist
- Training and Learning Specialist
- College Leadership Facilitators (x4)
- Curriculum Development Specialist
- ICT Teacher Education Specialist
- Early Grade Teacher Education 3R Specialists (x2)
- Senior Gender Teacher Education Specialist

Unless otherwise specified, the Consultant must provide one qualified individual for each position..

A description of each of these positions follows.

3.4.1 Project Director

The Project Director will be based in Canada and will be accountable for the timely and cost-effective delivery of TA-TESP results, and the achievement of the TA-TESP objective. The Project Director will provide oversight and leadership and be responsible for:

- Establishing and maintaining effective working relationships with key senior-level stakeholders, including, among others, with DFATD, MoEST and the Project Steering Committee members, and private and non-government actors;
- Coordinating TESP technical assistance activities with other, relevant donor-funded initiatives in Tanzania, and identifying and pursuing opportunities for synergies;
- Monitoring and assessing the policy, social and political environment in which the project works;
- Identifying and addressing risks and challenges in a timely, efficient and effective manner;
- Consulting regularly and involving relevant stakeholders in project design, decision-making, implementation and monitoring;
- Preparing and submitting TESP needs assessments and narrative reports as described in section 7;
- Tracking all TA-TESP results according to the Performance Management Framework;
- Integrating cross-cutting issues - gender equality, child protection, and environmental education across interventions;

- Representing the TA-TESP in Project Management Team and Project Steering Committee meetings;
- Sourcing and contracting technical specialists with the relevant skills, qualifications, and competencies to deliver on results in a timely manner;
- Conducting procurement and financial practices, procedures and reporting in an effective and transparent manner.

3.4.2 Management and Leadership Specialist

The Management and Leadership Specialist will be based in Tanzania and will be responsible for the day-to-day management of the support to be provided to the MoEST to deliver more effective management of teacher education and professional development.

The specific responsibilities of the Management and Leadership Specialist will include:

- Establishing and maintaining good working relationships with key stakeholders, including, among others, with DFATD in Tanzania, the Project Management Team, other key MoEST officials and private and non-government actors.
- Identifying opportunities for synergies with other donor-funded initiatives in Tanzania, with regard to the management of teacher education;
- Continuously assessing the environment in which the project works, identifying social and economic trends, and monitoring the political environment with regard to teacher education;
- Identifying risks and challenges, relating to the management of teacher education, and developing solutions as they arise.
- Tracking results and progress for all TA-TESP activities relating to the management of teacher education;
- Facilitating the preparation of TA-TESP project assessments, plans, strategies and reports as described in section 7;
- Supporting the MoEST to collect, analyse and synthesize results relating to the management of teacher education;
- Supporting the MoEST to prepare and deliver the TESP plans and reports, as described in the Contribution Arrangement between the Government of Tanzania and Canada;
- Mainstreaming cross-cutting issues – gender equality, child protection, and environmental education - across TA-TESP interventions that relate to the management of teacher education;
- Participating and in the absence of the Project Director, representing the Consultant in Project Management Team meetings and acting as the Secretariat for Project Management Team and Project Steering Committee meetings;
- Determining capacity development needs and developing frameworks and training modules for MoEST staff with management responsibilities;
- Developing terms of reference for and supporting the recruitment of technical specialists with expertise in the following areas, to provide technical advice to the MoEST:
 - ICT resource planning in teacher education
 - Reading resource planning and reading program design
 - Teacher education leadership and management
- Providing oversight and coordination on the:
 - Development of costed operational and procurement plans to deliver, store, use and sustain relevant and appropriate ICT content and hardware, and college reference and textbooks
 - Organisation and delivery of specialized training for MoEST staff
 - Development of frameworks and training modules for Teacher Training College Management Teams
 - The training of 35 college Management Teams to build their capacity to develop quality annual college narrative reports and annual plans
 - Development of pre service teacher education simulation models to strengthen medium and long term planning.

3.4.3 Training and Learning Specialist

The Training and Learning Specialist will be responsible for the day-to-day management of the support provided to the MoEST for the delivery of improved quality and relevance of gender-sensitive instruction for student teachers at Government teachers' colleges. The specific responsibilities of the Training and Learning Specialist are:

- Establishing and maintaining good working relationships with key stakeholders, including, among others, key MoEST officials and private and non-government actors;
- Identifying opportunities for synergies with other donor-funded initiatives in Tanzania, with regard to the delivery of gender-sensitive instruction for trainees at Government teachers' colleges;
- Identifying risks and challenges relating to providing improved gender-sensitive instruction to teacher trainees, and developing solutions as they arise.
- Inputting into and coordinating with the Management and Leadership Specialist in the preparation of TA-TESP project assessments, plans, strategies and reports, as described in section 7;
- Mainstreaming of cross-cutting issues – gender equality, child protection, and environmental education - across TA-TESP interventions, especially those that relate to the delivery of improved gender sensitive instruction to teacher trainees;

- Developing terms of reference for and supporting the recruitment of technical specialists with expertise in the following areas, to provide technical advice to the MoEST:
 - Special needs education pedagogy
 - Health and Environment teacher education
 - Additional technical specialists identified by the Program Management Team and approved by the Project Steering Committee and DFATD
- Providing oversight and coordination on the:
 - Development of curriculum frameworks and the review of identified curricula
 - Development of frameworks and training modules for Government teachers' college instructors
 - Training of instructors in Government teachers' colleges, including training in early grade teacher education, health education and ICT teacher education
- Supporting the MoEST to collect, analyse and synthesise results relating to improved gender-sensitive instruction to teacher trainees;
- Tracking results and progress for all TA-TESP activities relating to improved gender-sensitive instruction for teacher trainees.

3.4.4 College Leadership Facilitators

The College Leadership Facilitators will be primarily responsible for building capacity of teachers' colleges management teams in pedagogical leadership and college development planning. The Facilitators will among others, support the teachers' colleges management teams to evaluate, develop, deliver, and monitor whole college plans.

The individual's minimum qualifications and experience for this position are:

- Undergraduate degree (i.e., bachelor or equivalent) or relevant professional certification in education management or any related field.
- Minimum of twenty-four months experience in building the capacity of management teams in pedagogical leadership and planning.

3.4.5 Curriculum development Specialist

The Curriculum Development Specialist will be primarily responsible for reviewing the current teacher education curriculum and identifying gaps in content, pedagogy and assessment, and building the capacity of the MoEST in curriculum development.

The individual's minimum qualifications and experience for this position are:

- Undergraduate degree (i.e., bachelor or equivalent) or relevant professional certification in education, education planning, education management or any related field
- Minimum of twenty-four months of working experience in reviewing, developing or evaluating teacher education curriculum

3.4.6 ICT Teacher Education Specialist

The ICT Teacher Education Specialist will be primarily responsible for providing support to the MoEST in developing training modules on ICT and for delivering workshops to build the capacity of instructors to train teachers on this topic.

The individual's minimum qualifications and experience for this position are:

- Undergraduate degree (i.e., bachelor or equivalent) or relevant professional certification, in ICT in education or any related field
- Minimum of twenty-four months of work experience in developing or delivering ICT training for instructors

3.4.7 Early Grade Teacher Education 3R Specialists

The role of the Early Grade Teacher Education 3R Specialists will be to provide support to the MoEST for the development of training modules on Reading, Writing and Arithmetic (3Rs) and to deliver workshops to build the capacity of instructors to train teachers on these topics.

The individual's minimum qualifications and experience for this position are:

- Undergraduate degree (i.e., bachelor or equivalent) or relevant professional certification in education, early grade education or any related field
- Minimum of twenty-four months of working experience in developing or delivering literacy or numeracy training for instructors

3.4.8 Senior Gender Teacher Education Specialist

The role of the Senior Gender Teacher Education Specialist will be among others, to ensure that all processes, from college management to curriculum development support a gender sensitive pedagogy.

The individual's minimum qualifications and experience for this position are:

- Undergraduate degree (i.e., bachelor or equivalent) or relevant professional certification in a gender related field
- Minimum of thirty-six months of working experience in providing advisory services on gender equality in education

3.5 Language Requirements

All individuals forming the core team will be required to meet these language requirements:

English:

Oral = 4

Reading = 4

Writing = 4

The description associated with the language requirement can be found at the following website.

http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng

4. Role of the Consultant under the committees

The Consultant must provide a Secretariat function to the Project Management Team and Project Steering Committee as well as participate in both meetings in an ex-officio capacity. The Consultant must also ensure that Project Management Team and Project Steering Committee members receive the relevant supporting documents for each meeting at least 5 working days in advance of the meeting.

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

The MoEST has confirmed that it will provide office space for up to two members of the Consultant team. The Consultant will be responsible for procuring any goods or services required for refurbishment and furnishing of the office space.

In addition, the Consultant will be able to access some support from the DFATD-funded Field Support Services office in country, which could include advice on Canadian and Tanzanian government procurement processes, application processes for individuals to enter and work in Tanzania, etc.

6. Environment

The Consultant will notify DFATD if any project components are added that could have potential environmental effects. In this case, DFATD may take necessary action to ensure that the project is not likely to cause significant adverse environmental effects. Similarly the Consultant shall notify DFATD if there is detection of any environmental factors that threatens to affect performance and or results of the program such as floods, storms, landslides and or pollution of any sort.

7. 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:

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

Templates:

Template of the following document is available and can be provided by DFATD upon the Consultant's request:

- Performance Measurement Framework (PMF)

7.1 Narrative Reports:

The narrative reports will be produced in 2 hard and soft copies in English. The soft copies are to be provided in Microsoft Word format (version 2007 or newer)

Name of the report	Submission requirements	Content requirements
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Name of the report	Submission requirements	Content requirements
Inception Workplan (IW)	Within fifteen (15) days from the effective date of the Contract	<p>a) The IW must present the management principles of the project and outline major components and key milestones for the delivery of the activities and outputs (product and services) for the implementation phase of the TA-TESP. The IW must include, but not necessarily be limited to, the following:</p> <ul style="list-style-type: none"> i) Executive summary; ii) Project and administrative management; iii) Key milestones and outputs (product and services) tied to each activity for each quarter; iv) Expected Outcomes (immediate, intermediate and ultimate); v) Schedule; vi) Budget.
Project Implementation Plan (PIP)	Ninety (90) days from the effective date of the Contract	<p>The PIP must include but not limited to the following:</p> <ol style="list-style-type: none"> 1) Executive Summary 2) Introduction (Background, PIP Methodology) 3) Project Design <ul style="list-style-type: none"> • Context and Rationale • Project Outputs updated • Reach and Beneficiaries • Cross-cutting Themes (Gender Equality, Governance, Child Protection and Environment) • The update of Risk Registry; identifying risks and mitigation strategies 4) Project Management and Governance <ul style="list-style-type: none"> • Management Approach and Structure • Roles and Responsibilities of the Project Stakeholders • Project Committees 5) Project Implementation <ul style="list-style-type: none"> • Outputs – Activities Matrix • Work Breakdown Structure • Schedule • Gender Equality Strategy • Budget per inputs (by line item at a minimum) • Budget per immediate outcomes (approximate) 6) Procurement plan <ul style="list-style-type: none"> • Description of competitive process to procure goods • Description of competitive Selection Process to contract professional services • Decision making matrix 7) Project Monitoring and Reporting <ul style="list-style-type: none"> • Performance Measurement Framework (PMF) for the TA-TESP project, with results and indicators that align with those in the TESP PMF. The TA TESP PMF must include the following elements: <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 • Performance Reporting Framework • Stakeholder Communications Plan

Name of the report	Submission requirements	Content requirements
Annual Workplan	<p>First Annual Workplan: within 90 days of the effective date of the Contract</p> <p>Subsequent Annual Workplans: within thirty (30) days after the end of the Government of Tanzania fiscal year</p> <p>* The Government of Tanzania fiscal year is July 1- June 30</p>	<p>The Annual Workplan must consist of a study and of an actualization of the previous workplan. The Annual Workplan must present the results achieved at the outcome level in comparison with objectives established in the previous workplan and present the differences which exist regarding activities and costs. Finally, the Annual Workplan must establish objectives for each activity to be implemented during the following year.</p>
Semi-Annual Progress Reports	February for the period (July-December)	<p>Semi-Annual Progress Reports must provide qualitative and quantitative information on the significant project outcomes (immediate and intermediate) for the previous two quarters and include the following:</p> <ul style="list-style-type: none"> (a) Executive summary; (b) Analytical comments on the variances between each of the expected results (at both immediate and intermediate outcomes levels) and actual results on the basis of indicators (PMF) for the last 6 months; including reporting on reductions or increases in gender equality gaps where women/girls and/or gender equality is integrated into results statements; (c) Results of the monitoring activities using the PMF, problems and difficulties encountered, if any, and remedial action taken or to be taken; (d) Analysis of changes to any important aspect of the project which have been or should be made, for consultation with DFATD; (e) Analytical comments on Financial Reports concerning variances between forecasted and actual expenditures, as they relate to successes or problems encountered and actions taken, as well as consequences on the financial forecasting for the next quarter; (f) Planned activities for the next quarter; (g) Report on implementation of the Gender Equality Strategy; and (h) Other important issues affecting project implementation.
Semi-Annual Financial Reports	February for the period (July-December) and August for the period (January-June)	<p>Semi-Annual Financial Reports must account for project disbursements for the previous two quarters. Reports will provide financial accounting (tabular form) by contract budget line item as follows:</p> <ul style="list-style-type: none"> a) Disbursements for prior years, current year-to-date, and project-to-date; b) Actual disbursements for the previous quarters and forecast disbursements for remaining quarters of the current fiscal year; c) Total estimated expenditure at end of project and variance; and d) Balance of project funds remaining.

Name of the report	Submission requirements	Content requirements
Annual Progress Reports	Within thirty (30) days after the end of the Government of Tanzania fiscal year	<p>Annual Progress Reports must provide qualitative and quantitative information on the significant project outcomes (immediate and intermediate) for the previous year and include the following :</p> <ul style="list-style-type: none"> (a) Executive summary; (b) Analytical comments on the variances between each of the expected results (at both immediate and intermediate outcomes levels) and actual results on the basis of indicators (PMF) for the last 6 months; including reporting on reductions or increases in gender equality gaps where women/girls and/or gender equality is integrated into results statements; (c) Results of the monitoring activities using the PMF, problems and difficulties encountered, if any, and remedial action taken or to be taken; (d) Analysis of changes to any important aspect of the project which have been or should be made, for consultation with DFATD; (e) Analytical comments on Financial Reports concerning variances between forecasted and actual expenditures, as they relate to successes or problems encountered and actions taken, as well as consequences on the financial forecasting for the next quarter; (f) Planned activities for the next quarter; (g) Report on implementation of the Gender Equality Strategy; and (h) Other important issues affecting project implementation.
Final Financial Report	Within sixty (60) days from the end of initiative activities	The project Final Financial Report must present an account of actual disbursements on the basis of a line item breakdown, in comparison to the basis of payment of the Contract.
Final Narrative Report	Within sixty (60) days from the end of initiative activities	<p>The Final Narrative Report must include, but not necessarily be limited to, the following sections:</p> <ul style="list-style-type: none"> a) <u>Background and objectives</u> This section of the report must contain a brief statement with respect to the project. It should include: <ul style="list-style-type: none"> (i) background and rationale; (ii) goal and objectives; and (iii) results at the outcome level. b) <u>Summary Description of the project</u> This section of the report must contain a description of the actual activities, including: <ul style="list-style-type: none"> (i) description of activities; and (ii) stakeholders, their roles and responsibilities. c) <u>Analytical Review of the project</u> This section of the report must address the following issues and offer comments and/or recommendations for similar projects in the future: <ul style="list-style-type: none"> (i) project rationale and justification; (ii) planned and achieved goal and objectives; (iii) detailed final report on achievement of results at the outcome level; this should include analytical comments as well as reporting on reductions or increases in gender equality gaps where women/girls and/or gender equality is integrated into results statement; (iv) political considerations; (v) analysis of scheduling, results of the monitoring activities using the PMF, difficulties encountered (if any) and remedial actions taken; (vi) analysis of actual disbursements compared to the

Name of the report	Submission requirements	Content requirements
		<p>original and revised budgetary forecasts as presented in the Final Financial Report;</p> <p>(vii) logistical difficulties;</p> <p>(viii) Crosscutting themes and priorities</p> <ul style="list-style-type: none"> • An overview of the implementation of the Gender Equality (GE) Strategy, including lessons learned and appraisal of good practices and challenges encountered in implementing the project and the GE Strategy; • Best Environmental practices (e.g. management of human and household wastes as well as beautification of surrounding environment) <p>(ix) public relations issues; and</p> <p>(x) analysis, comments, and recommendations with respect to each of the main activities.</p>
Minutes of Meeting	Draft to be provided within 5 days from the date of the meeting and final minutes within 2 weeks from the date of the meeting.	<p>The minutes must include the following elements:</p> <ol style="list-style-type: none"> 1. Attendance 2. Agenda 3. Review of previous minutes 4. Summary of discussions 5. Action items with identified resources

Section 5. Evaluation Criteria

Guidance to Bidders

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

RATED EVALUATION CRITERIA

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.

“**Developing countries**” are those listed at the following website:

www.oecd.org/dac/stats/daclist.htm

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

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

BIDDER'S EXPERIENCE	/180	
Requirement 1: Experience in managing and implementing international development projects (up to 90 points for each project presented, for a maximum of 180 points)	Project A	Project B
<p>Using form TECH-4, “Bidder’s Experience”, the Bidder should describe 2 projects to demonstrate its experience in managing and implementing international development projects. Each project will be scored as described in 1.1, 1.2 and 1.3, below.</p> <p>Maximum 2 pages per project, for a total of 4 pages</p> <p>For the purpose of this criterion:</p> <ul style="list-style-type: none"> • Where a project was carried out by a consortium or joint venture, the Bidder should clearly identify which member was responsible for the management and implementation of the Project. DFATD will only consider the experience of the member identified in the proposed methodology as responsible for overall management and implementation of the resulting contract. This criterion will not consider the experience of other members of the consortium. • Project is defined as a contract or a contribution signed individually or in a consortium where the bidder has provided project management and implementation services. <p>To be deemed eligible a project has to:</p> <ul style="list-style-type: none"> • have a start date within the last 10 years of the Request for Proposals (RFP) closing date; and • be at least 50% complete in terms of project duration, as of the RFP closing date. <p>If the project presented is deemed ineligible, the Bidder will be awarded 0 points for that project.</p>	/90	/90
<p>1.1 The project demonstrates the Bidder’s corporate experience in managing and implementing projects of similar scope and complexity (up to 50 points per project)</p> <p>For the purpose of this criterion:</p> <p>i) “Similar scope” means (up to 25 points):</p> <ul style="list-style-type: none"> a. Project focus is education (5 points) b. Project addressed curriculum issues (5 points) 	/25	/25

<p>c. Project involved designing or delivering training activities (5 points)</p> <p>d. Project addressed education policy development (5 points)</p> <p>e. Project built the capacity of a government institution(s) (5 points)</p> <p>ii) “Similar complexity” means (up to 25 points):</p> <p>a. Total Project Value: At least CAD \$2,000,000; full points for CAD \$6,000,000 or more (up to 5 points)</p> <p>b. Duration: At least 2 years; full points for 4 years or more (up to 5 points)</p> <p>c. Diversity of stakeholders: Involving at least 2 types, full points for 3 or more types of stakeholders such as: national or local governments, private sector institutions, civil society, other donors, non-government organizations (up to 5 points)</p> <p>d. Geographic Location: In a developing country, preferably in Africa, full points for Tanzania (up to 5 points)</p> <p>e. Geographic Coverage: At least regional, full points for national (up to 5 points)</p>	/25	/25
<p>1.2 The project demonstrates the Bidder’s experience to monitor results, identify risks, and implement mitigation measures in implementing and managing the project (up to 18 points per project)</p> <p>Specifically, the Bidder should describe:</p> <p>i) Tools and measures used to monitor project results (2 points per relevant element, up to 6 points)</p> <p>ii) Risks to project implementation and the corrective measures taken to mitigate their impact (2 points per relevant risk and 2 points per relevant corrective measures, up to 12 points)</p>	Project A /18	Project B /18
<p>1.3 The project demonstrates the Bidder’s experience in performing activities that are relevant to each type of service to be provided through the TESP (up to 22 points per project)</p> <p>Types of relevant activities:</p> <p>i) Procurement services (1 point per relevant activity, up to 4 points)</p> <p>ii) Financial management and reporting (1 point per relevant activity, up to 4 points)</p> <p>iii) Work planning (1 point per relevant activity, up to 4 points)</p> <p>iv) Monitoring and reporting on project performance (1 point per relevant activity, up to 4 points)</p> <p>v) Integrating cross-cutting issues (e.g. gender equality, child protection, environment) into planning and activities (2 points per cross-cutting issue, up to 6 points)</p>	Project A /22	Project B /22
	/90	/90
Subtotal Bidders Experience	/180	
METHODOLOGY	/240	
Requirement 2: Approach for implementing the project (up to 118 points)	/118	
<p>The Bidder should propose a Strategy Framework to implement the project described in Section 4 – Terms of Reference.</p> <p>Points will be allocated based on the completeness and relevance of the Bidder’s Strategy Framework in the context of the project described in Section 4 – Terms of Reference.</p> <p>Maximum 3 pages;</p> <p>The strategy framework should include:</p>		
<p>2.1 A Management Approach (up to 61 points)</p> <p>The approach should detail how the Bidder would:</p> <p>i) Manage TA-TESP Project finances (2 points per relevant element, up to 8</p>		

<p>points)</p> <p>ii) Develop TA-TESP Work planning (2 points per relevant element, up to 8 points)</p> <p>iii) Apply results-based management (RBM) tools. The Bidder should demonstrate an understanding of RBM tools, address the principals of RBM integration and how the tools will be incorporated throughout the project (up to 9 points)</p> <p>iv) Report TA-TESP project results (2 points per relevant element, up to 8 points)</p> <p>v) Identify 3 risks that are not included in Annex A, section 4 of this document and a mitigation strategy for these risks (up to 4 points per each risk identified, up to 12 points)</p> <p>For each of the risks identified, the Bidder should:</p> <ul style="list-style-type: none"> • Describe the implications of each risk for the project (up to 2 points per risk) • Describe a mitigation strategy (up to 2 points per risk) <p>Note: For this requirement, the implications and the mitigation measures should demonstrate an understanding of the principles of integrated risk management.</p> <p>vi) Provide administrative services (2 points per relevant element, up to 8 points)</p> <p>vii) Manage the performance of personnel and consultants (2 points per relevant element, up to 8 points)</p>	/61
<p>2.2 Strategy for Addressing Cross-Cutting Issues (gender equality, child protection and environment) (up to 57 points)</p> <p>The strategy should detail how the Bidder would:</p> <p>i) Address any unforeseen issues or challenges related to the cross-cutting themes that they encounter. The Bidder will be evaluated on the appropriateness of the approach to mitigate these issues. (2 points per relevant element, up to 6 points)</p> <p>ii) Identify specific interventions, actions or approaches to integrating each cross-cutting issue into project activities (2 points per relevant intervention/action/approach, up to 4 points for each cross-cutting issue, up to 12 points)</p> <p>iii) Describe how the implementation of each cross-cutting strategy and their respective results will be managed and monitored over the 5-year period (2 points per relevant element, up to 4 points per cross-cutting issue, up to 12 points), and how the findings will inform management decisions (two points per relevant element, up to 4 points per cross-cutting issue, up to 12 points)</p> <p>iv) Ensure the sustainability of results as related to cross-cutting strategies. The Bidder should describe the activities, tools or methods to incorporate sustainable development principles into project delivery, to ensure sustainability of results. (3 points for each relevant activity, tool or method, up to 15 points)</p>	/57

Requirement 3: Capacity Building Strategy (up to 58 points)	/58
<p>The Bidder should propose a Capacity Building Strategy based on the information provided in Section 4, Terms of Reference.</p> <p>Points will be allocated based on the completeness and relevance of the Bidder's Capacity Building Strategy in the context of the project described in Section 4 – Terms of Reference.</p> <p>Maximum 3 pages.</p> <p>The capacity building strategy should detail how the Bidder would (up to 58 points):</p> <ol style="list-style-type: none"> i) Identify capacity building needs, challenges and opportunities related to the project (2 points for each relevant element, up to 8 points) ii) Ensure a high degree of stakeholder ownership and engagement in project design, decision making, monitoring and evaluation (2 points for each relevant element, up to 10 points) iii) Identify interventions, actions or approaches to building the capacity of local stakeholders (2 points for each relevant element, up to 10 points) iv) Plan, deliver, coordinate, manage, monitor and evaluate capacity building activities (2 points for each relevant element, up to 10 points) v) Ensure the sustainability of capacity building results (4 points for each relevant element, up to 20 points) 	/58
<p>Requirement 4: A Recruitment Plan for recruiting technical experts and sub-contractors to carry out the professional services identified in Section 4, Terms of Reference, Annex B – Specific Mandate of the Consultant (up to 64 points)</p> <p>The plan should provide details on methods used by the Bidder to:</p> <ol style="list-style-type: none"> i) Identify the technical expertise required (2 points for each relevant element, up to 10 points) ii) Develop TA-TESP procurement plans (2 points for each relevant element, up to 10 points) iii) Develop terms of reference and tender documents (2 points for each relevant element, up to 10 points) iv) Develop procedures to ensure cost-effective and timely selection of consultants (2 points for each relevant element, up to 10 points) v) Maximize competition (1 point for each relevant element, up to 4 points) vi) Ensure transparency and fairness in recruitment procedures (2 points for each relevant element, up to 10 points) vii) Manage risks and challenges associated with sourcing technical expertise in the local market (2 points for each relevant element, up to 10 points) 	/64
Subtotal Methodology	/240
PERSONNEL	/280
Requirement 5: Project Director (up to 80 points)	/80
<p>Using form TECH-6A, Personnel, the Bidder should describe the education and overall experience of the proposed individual for the position of Project Director. The candidate will be evaluated based on the scoring described in 5.1, 5.2 and 5.3, below.</p> <p>Maximum 4 pages</p>	
<p>5.1 Education and Professional Development (up to 17 points)</p> <ol style="list-style-type: none"> i) The proposed individual should have at minimum a Bachelor's degree, full points for a Master's degree in a relevant discipline completed in a recognized institution (up to 11 points) <ul style="list-style-type: none"> • Bachelor's degree in any discipline: 5 points • Master's degree or higher in any discipline: 6 points • Bachelor's degree in a relevant discipline: 8 points • Master's degree or higher in relevant discipline: 11 points <p>For the purpose of this criterion:</p> <ul style="list-style-type: none"> • “relevant discipline” means a discipline in the area of education, education management, social sciences, international development. 	/17

<ul style="list-style-type: none"> • “recognized institution” is defined as a public, non-governmental or private entity that has been given full or limited authority to grant degrees by an act of the relevant legislature. <p>ii) Points will also be awarded for additional professional development completed by the proposed individual in the past 10 years (including additional degree or diploma, professional training) in public administration, education, education management, results-based management (2 points per relevant professional development up to 6 points).</p>	
<p>5.2 Experience (up to 36 points)</p> <p>In the context of each assignment presented to demonstrate this criterion:</p> <p>The proposed individual should have:</p> <ol style="list-style-type: none"> a) performed management duties similar to those described in Section 4B – Specific Mandate of the Consultant, sub-section 3.4. 1) Project Director; AND, b) worked with an international development assistance stakeholder(s) or on an International Development project(s); AND, c) The assignment should be ongoing or should have been completed no earlier than 10 years prior to the RFP closing date; AND, d) The assignment should be at least 1 year in duration. <p>If the Bidder does not demonstrate that each assignment satisfies elements a) to d) above, no points will be allocated to such assignment.</p> <p>The proposed individual should have:</p> <ol style="list-style-type: none"> i) At least 36 months cumulative experience performing management duties similar to those described in Section 4B – Specific Mandate of the Consultant, sub-section 3.4. 1) Project Director, (full points for 96 months or more of cumulative experience, up to 7 points) ii) Managed a budget of at least CAD \$1,000,000, full points for CAD \$4,000,000 or more (up to 7 points) iii) Demonstrated experience working with at least 3 different types of stakeholders: government representatives, regional authorities, teachers, development partners, educational institutions, non-governmental organizations, private sector organizations (full points for 5 different types of stakeholders, up to 7 points) iv) At least 24 months cumulative experience managing international development projects with a focus on education (full points for 60 months or more of experience, up to 10 points) v) At least 24 months cumulative experience managing international development projects in a decentralized context (5 points) <p>Note: For the purpose of this criterion, “decentralized context” means that the candidate managed projects remotely.</p>	/36
<p>5.3 Narrative (3 points per area, up to 27 points)</p> <p>The Bidder should demonstrate in a short narrative description that the proposed individual has experience in a management position, providing the following services:</p> <ol style="list-style-type: none"> i) Ensuring that project teams develop effective working relationships among stakeholders and partners such as governments (national and local), communities, development partners, civil society organizations and private sector actors; ii) Ensuring that project teams monitor the policy, social and political environment in which the project works, and adapting to changes as needed; iii) Ensuring that project teams coordinate with other, relevant donor-funded initiatives and ensuring that opportunities for synergies are identified and pursued; iv) Ensuring that project teams mainstream gender equality, child protection or environmental issues across project activities v) Using and monitoring performance-based management procedures, such as RBM; vi) Coordinating the timely sourcing and contracting of technical specialists with the relevant skills, qualifications, and competencies to deliver on results; vii) Overseeing procurement and financial practices; viii) Overseeing and ensuring the quality of project assessments, plans, strategies or 	/27

reports; and ix) Identifying risks and challenges and implementing appropriate solutions.	
Requirement 6: Management and Leadership Specialist (up to 100 points)	/100
Using form TECH-6A, Personnel, the Bidder should describe the education and overall experience of the proposed individual for the position of Management and Leadership Specialist. The candidate will be evaluated based on the scoring described in 6.1, 6.2 and 6.3, below. Maximum 4 pages;	
<p>6.1 Education and Professional Development (up to 20 points)</p> <p>i) The proposed individual should have at minimum a Bachelor’s degree, full points for a Master’s degree in a relevant discipline completed in a recognized institution (up to 14 points).</p> <ul style="list-style-type: none"> • Bachelor’s degree in any discipline: 6 points • Master’s degree or higher in any discipline: 8 points • Bachelor’s degree in a relevant discipline: 10 points • Master’s degree or higher in relevant discipline: 14 points <p>For the purpose of this criterion:</p> <ul style="list-style-type: none"> • “relevant discipline” means a discipline in the area of education, education management, public administration. • “recognized institution” is defined as a public, non-governmental or private entity that has been given full or limited authority to grant degrees by an act of the relevant legislature. <p>ii) Points will also be awarded for additional professional development completed by the proposed individual in the past 10 years (including additional degree or diploma, professional training) related to education, education management, or teacher education (2 points per relevant professional development, up to 6 points).</p>	/20
<p>6.2 Experience (up to 50 points)</p> <p>In the context of each assignment presented to demonstrate this criterion:</p> <p>a) The proposed individual should have performed duties similar to those described in Section 4B – Specific Mandate of the Consultant, sub-section 3.4. 2) Management and Leadership Specialist; AND,</p> <p>b) The assignment should be ongoing or should have been completed no earlier than ten(10) years prior to the RFP closing date; AND,</p> <p>c) The assignment should be at least 1 year in duration.</p> <p>If the Bidder does not demonstrate that each assignment satisfies elements a) to c) above, no points will be allocated to such assignment.</p> <p>The proposed individual should have:</p> <p>i) At least 36 months cumulative experience performing duties similar to those described in Section 4B – Specific Mandate of the Consultant, sub-section 3.4. 2) Management and Leadership Specialist, (full points 96 months or more of cumulative experience, up to 7 points)</p> <p>ii) Managed a budget of at least CAD \$500,000, full points for a budget of CAD \$1,000,000 or more (up to 7 points)</p> <p>iii) Demonstrated experience working with at least 3 different types of stakeholders: government representatives, regional authorities, teachers, development partners, educational institutions, non-governmental organizations, private sector organizations (full points for 5 different types of stakeholders, up to 7 points)</p> <p>iv) At least 36 months cumulative experience managing projects designed to build capacity of educational leadership,(full points for 96 months or more of experience up to 12 points)</p> <p>v) At least 36 months cumulative experience managing projects in teacher education (7 points)</p> <p>vi) At least 36 months cumulative experience working in a developing country, (full points for 60 months or more of experience, up to 5 points)</p> <p>vii) At least 36 months cumulative experience working in Tanzania (5 points)</p>	/50

<p>6.3 Narrative (3 points per area, up to 30 points)</p> <p>The Bidder should demonstrate in a short narrative description that the proposed individual has experience in providing the following services:</p> <ul style="list-style-type: none"> i) Liaising and coordinating project activities with multiple stakeholders and partners such as governments (national and local), communities, development partners, civil society organizations and private sector actors; ii) Ensuring that gender equality, child protection or environmental issues are effectively mainstreamed across project activities; iii) Using performance-based management procedures, such as RBM to measure progress and results; iv) Determining capacity development needs (up to 3 points); v) Coordinating and facilitating the preparation of strategies and operational plans; vi) Coordinating and facilitating the preparation of reports; vii) Developing training plans, frameworks and training modules; viii) Developing terms of reference for the recruitment of technical specialists; ix) Sourcing and contracting technical specialists with the relevant skills, qualifications, and competencies to deliver on results; and x) Leading project related meetings. 	/30
<p>Requirement 7: Training and Learning Specialist (up to 100 points)</p>	/100
<p>Using form TECH-6A, Personnel, the Bidder should describe the education and overall experience of the proposed individual for the position of Training and Learning Specialist. The candidate will be evaluated based on the scoring described in 7.1, 7.2 and 7.3, below.</p> <p>Maximum 4 pages;</p>	
<p>7.1 Education and Professional Development (up to 25 points)</p> <ul style="list-style-type: none"> i) The proposed individual should have at least a Bachelor’s degree, full points for a PhD degree in a relevant discipline completed in a recognized institution (up to 19 points). <ul style="list-style-type: none"> • Bachelor’s degree in any discipline: 3 points • Master’s degree or higher in any discipline: 5 points • Bachelor’s degree in a relevant discipline: 10 points • Master’s degree or higher in relevant discipline: 15 points • PhD in any discipline: 17 points • PhD in relevant discipline: 19 points <p>For the purpose of this criterion:</p> <ul style="list-style-type: none"> • “relevant discipline” means a discipline in the area of education, education management, public administration. • “recognized institution” is defined as a public, non-governmental or private entity that has been given full or limited authority to grant degrees by an act of the relevant legislature. <ul style="list-style-type: none"> ii) Points will also be awarded for additional professional development completed by the proposed individual in the past 10 years (including additional degree or diploma, professional training) related to education, education management, or teacher education (2 points per relevant professional development, up to 6 points). 	/25
<p>7.2 Experience (up to 45 points)</p> <p>In the context of each assignment presented to demonstrate this criterion:</p> <ul style="list-style-type: none"> a) The proposed individual should have performed duties similar to those described in Section 4B – Specific Mandate of the Consultant, sub-section 3.4. 3) Training and Learning Specialist; AND, b) The assignment should be ongoing or should have been completed no earlier than fifteen (15) years prior to the RFP closing date; AND, c) The assignment should be at least one (1) year in duration. <p>If the Bidder does not demonstrate that each assignment satisfies elements a) to c) above, no points will be allocated to such assignment.</p> <p>The proposed individual should have:</p> <ul style="list-style-type: none"> i) At least 36 months cumulative experience performing duties similar to those described in Section 4B – Specific Mandate of the Consultant, sub-section 3.4. 3) Training and Learning Specialist, (full points for 120 months or more of cumulative experience, up to 9 points) 	/45

<ul style="list-style-type: none"> ii) Demonstrated experience working with at least three, full points for five different types of stakeholders: government representatives, regional authorities, teachers, development partners, educational institutions, non-governmental organizations, private sector organizations (up to 7 points) iii) At least 36 months cumulative experience organizing and delivering large-scale training activities (100 or more people),(full points for 60 months or more of experience, up to 12 points); iv) At least 36 months cumulative experience organizing and delivering large-scale training activities (100 or more people) focussed on teacher education (7 points) v) At least 36 months cumulative experience working in a developing country, (full points for 60 months or more of experience up to 5 points) vi) At least 36 months cumulative experience working in Tanzania, (5 points) 	
<p>7.3 Narrative (3 points per area, up to 30 points)</p> <p>The Bidder should demonstrate in a short narrative description that the proposed individual has experience providing the following services:</p> <ul style="list-style-type: none"> i) Liaising and coordinating with multiple stakeholders and partners such as governments (national and local), communities, development partners, civil society organizations and private sector actors; ii) Ensuring that gender equality, child protection or environmental issues are effectively mainstreamed across teacher training interventions; iii) Using performance-based management procedures, such as RBM to measure progress and results; iv) Determining capacity development needs; v) Developing training plans for teacher instructors or teachers vi) Developing training modules for teacher instructors or teachers vii) Developing terms of reference for the recruitment of education specialists; viii) Providing oversight and coordination for curriculum review; ix) Providing oversight and coordination for teacher training, and x) Training of teacher instructors or teachers 	/30
Sub-total Personnel	/280
Total Technical Component	/700
Passing Mark (70%)	490
Financial Component	/300
Proposed Cost	
Aboriginal Component	
Aboriginal Supplier Incentive	50
Total Adjusted Score	1,050

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

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

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CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES

between

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

and

<Name of the Consultant>

<Address of the Consultant>

in relation to

Teacher Education Support Project (TESP)

A. Contract

TIME-BASED

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

OR

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

The following form an integral part of this Contract:

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

Annex A: Basis of Payment

Annex B: Terms of Reference

Annex C: Security Requirements Check List - Not used

I. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association; or
 - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; or
 - (iii) a credit union as defined in paragraph 137 (6) b) of the *Income Tax Act*; or
 - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - (v) Canada Post Corporation.
- (c) **“Canada”** means Her Majesty the Queen in right of Canada as represented by the Minister for International Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister for International Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;
- (d) **“Consultant”** means the person or entity or in the case of a consortium or joint venture, the Member whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
- (e) **“Contract”** means the written agreement between the Parties, which includes these GCs, and SCs, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (f) **“Contracting Authority”** means the DFATD Representative responsible for the administration of the Contract. The Contracting Authority is the only authority to sign contract amendments. The Contracting Authority for this Contract is specified in the SC.
- (g) **“Contractor”** means an entity, or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific Services that the Consultant is required to provide under the Contract. The Contractor is not part of the Personnel.
- (h) **“Day”** means calendar day, unless otherwise specified.
- (i) **“DFATD Representative”** means an officer or employee of DFATD who is designated to perform the DFATD representative functions under the Contract.
- (j) **“Fees”** means an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (k) **“GC”** means these General Conditions of Contract.
- (l) **“Integrity Regime”** consists of:
 - (i) The *Ineligibility and Suspension Policy* (the Policy);
 - (ii) Any Directives issued further to the Policy; and
 - (iii) Any clauses used in instruments relating to contracts.
- (m) **“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.
- (n) **“Licensed professional”** is an individual who is licensed by a Canadian authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other profession.
- (o) **“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.
- (p) **“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.
- (q) **“Member”** means any of the persons or entities that make up the consortium or joint venture; and **“Members”** means all these persons or entities.
- (r) **“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.
- (s) **“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.
- (t) **“National Joint Council Travel Directive and Special Travel Authorities”** mean the directives that govern travelling on Canadian Government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (u) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“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.
- (w) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. 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.
- (x) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the SC.
- (y) **“Reimbursable Expenses”** means the out-of-pocket expenses, which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (z) **“SC”** means the Special Conditions of Contract by which the GC may be amended or

supplemented.

- (aa) **“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.
- (bb) **“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.
- (cc) **“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.
- (dd) **“Terms of Reference”** means the document included as Annex B, Terms of Reference.
- (ee) **“Third Party”** means any person or entity other than DFATD and the Consultant.
- (ff) **“Travel Status”** means travel approved in writing by the Technical Authority directly related to the Services.

- 1.2 Relationship Between the Parties**
- 1.2.1 This is a Contract for the performance of Services for the benefit of the Recipient Country. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between DFATD and the Consultant. The Consultant is engaged by DFATD under the Contract as an independent Consultant for the sole purpose of providing the Services for the benefit of the Recipient Country. The Consultant, its Personnel, Contractors and Local Support Staff are not engaged under the contract as employees, servants, partners or agents of DFATD and must not represent themselves as an agent or representative of DFATD to anyone. The Consultant is solely responsible for any and all payments, deductions and/or remittances required by law in relation to its Personnel, Contractors and Local Support Staff.
- 1.3 Law Governing the Contract, permits licenses, etc.**
- 1.3.1 The contract must be interpreted and governed and the relations between the parties determined by the laws in force in the Canadian province specified in the SC. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 1.3.2 The Consultant must obtain and maintain at its own cost all permits, license, regulatory approvals and certificates required to perform the Services. If requested by the Contracting Authority, the Consultant must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.
- 1.4 Headings**
- 1.4.1 The headings will not limit, alter or affect the meaning of this Contract.
- 1.5 Priority of Documents**
- 1.5.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list.
- (a) Special Conditions of Contract (SC);
 - (b) General Conditions of Contract (GC);
 - (c) Annex A: Basis of Payment
 - (d) Annex B: Terms of Reference
 - (e) Annex C: Security Requirements Check List (if applicable); and
 - (f) The Consultant's Proposal.
- 1.6 Notices**
- 1.6.1 Where in the Contract any notice, request, direction or other communication is required to be given or made by either Party, it will be in writing and is effective if delivered in person, by courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be addressed to the Party for whom it is intended at the address specified in the SC. Any notice will be effective on the day it is received at that address. The address of either Party may be changed by notice in the manner set out in this GC.
- 1.7 Location**
- 1.7.1 The Services will be performed at the locations specified in Annex B, Terms of Reference, and, where the location of a particular task is not so specified, at such locations as DFATD may specify and/or approve.
- 1.8 Authority of Member in Charge**
- 1.8.1 If the Consultant consists of a consortium or joint venture, the Members authorize the entity specified in the SC (i.e. the Member in charge) to act on their behalf in exercising all the Consultant's rights and obligations towards DFATD under this Contract, including without limitation, the receiving of instructions and payments from DFATD.
- 1.9 DFATD Authorities**
- 1.9.1 Only the Contracting and Technical Authorities specified in the SC are authorized to take any action or execute any documents on behalf of DFATD under this Contract.
- 1.10 Successors and Assigns**
- 1.10.1 The Contract will ensure to the benefit of and be binding upon the Parties and their lawful heirs, executors, administrators, successors and permitted assigns.
- 1.11 Certifications provided in the Proposal**
- 1.11.1 Ongoing compliance with the certifications provided by the Consultant in its proposal is a condition of the Contract and subject to verification by DFATD during the entire period of Contract.
- 1.11.2 If the Consultant does not comply with any certification included in its proposal, or if it is found that the Consultant has omitted to declare, prior to entering into this Contract or during the period of Contract, any conviction or sanction, or if it is determined that any certification made by the Consultant in its Proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to the GC 2.8, to terminate the Contract.
- 1.11.3 The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and 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
Integrity
Provisions**

1.12.1 The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the Request for Proposal, that preceded this Contract, on its closing date are incorporated into, and form a binding part of the Contract. The Consultant must comply with the provisions of the Policy and Directives, which can be found on the Public Works and Government Services Canada's website at [*Ineligibility and Suspension Policy*](#).

1.12.2 Ongoing compliance with the provisions of the Integrity Regime is a condition of the Contract and subject to verification by DFATD during the entire period of the Contract.

1.12.3 Where a Consultant is determined to be ineligible or suspended pursuant to the Integrity Regime during performance of the Contract, DFATD may, following a notice period of no less than two weeks, during which time the Consultant may make representations on such matters as maintaining the contract, terminate the contract for default. A termination for default does not restrict DFATD's right to exercise any other remedy that may be available against the Consultant.

**1.13
Conflict of
Interest**

1.13.1 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.

1.13.2 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.

1.13.3 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.

1.13.4 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.

1.13.5 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.

1.13.6 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.

**1.14
Translation of
Documentation**

1.14.1 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 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.

1.15

1.15.1 If any provision of the Contract is declared by a court of competent jurisdiction to be

Severability invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effective date of Contract** 2.1.1 The effective date of this Contract is the most recent date upon which the Contract was executed on behalf of DFATD and the Consultant.
- 2.2 Period of Contract** 2.2.1 The period of Contract is established in the SC.
- 2.3 Amendment and Waiver** 2.3.1 Any changes to the Services (with the exception of changes to the output level), value or period of Contract, modifications to any terms and conditions of the Contract, or to the logic model at the intermediate outcome level or higher will only be valid if effected by means of a written amendment to the Contract executed by the Parties on a document entitled "Amendment".
- 2.3.2 A waiver of any condition or right of the Contract by a Party is only valid if it is made in writing by the Contracting Authority or by a duly authorized representative of the Consultant
- 2.3.3 A waiver of any condition or right of the Contract will not prevent a Party from enforcing that right or condition in the case of a subsequent breach.
- 2.4 Contract Approvals** 2.4.1 Acceptance of Plans and Reports
- The Consultant will provide the Technical Authority with the plans and reports detailed in Annex B, Terms of Reference, for approval within the established timeframe.
- 2.4.2 Delays Related to Approval
- (a) The Technical Authority may request modifications to the plans and reports, Contract Change Forms, Project Change Forms through a notice as described in GC 1.6.
- (b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within 20 working days.
- Contract Change Form** 2.4.3 The types of changes to the contract detailed below must be approved by the Technical Authority through a Contract Change Form:
- (a) The addition of a new position or a change in an existing position's description or level (in terms of qualifications and experience), or the replacement of Personnel with an individual with lower qualification as described in the GC 4.4.
- (b) Any Fees related to the addition of a position or modification of Fees related to a change in a position, or replacement of Personnel as described under (a).
- The Fees for replacement of Personnel with lower qualifications must be adjusted downward.
- Fees are subject to verification and negotiation, if required, in accordance with the Consultant's procurement plan and/or DFATD's Guide for Rate Validation. In addition, Fees for local Professionals and Local Support Staff are subject to negotiation and must not exceed local market rates.
- (c) Changes to the titles of the outputs or immediate outcomes identified in the logic model and changes to the descriptions of the outputs (if applicable) in Annex B, Terms of Reference.
- (d) Reallocation of funds between the categories Fees, overseas costs for Personnel on long-term assignment and Reimbursable Expenses as established in Annex A, Basis of Payment.
- Changes become effective and amend the Contract on the date of the Technical Authority's approval of the Contract Change Form. Such changes will eventually be included in a subsequent amendment.
- Project Change Form and Annual Work** 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:

plan

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

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

**2.5
Time of the
essence**

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

**2.6
Excusable
Delay**

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

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

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

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

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

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

2.6.4

- a) During the first 3 months following the Excusable Delay event, DFATD will pay incurred unavoidable costs as detailed and approved by the Contracting Authority in the work around plan. These costs may include but are not limited to: Fees and overseas costs for Personnel on long-term assignment in the Recipient Country and Reimbursable Expenses such as expenses of the local office (electricity, rent, etc.) and any other costs mutually agreed to by both Parties;
- b) In case of suspension of the Services after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.7.2;
- c) In case of termination after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.9.2, 2.9.3 and 2.9.4.

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

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

**2.7
Suspension of
Services**

- 2.7.1 The Contracting Authority may at any time, by written notice, order the Consultant to suspend or stop the Services under the Contract or part of the Services under the Contract for a period of up to 180 Days. The Consultant must immediately comply with any such order in a way that minimizes the cost of doing so. Within these 180 Days, the Contracting Authority will either cancel the order or terminate the Contract, in whole or in part, under the GC 2.8 or 2.9.
- 2.7.2 When an order is made under the GC 2.7.1, unless the Contracting Authority terminates the Contract by reason of default by the Consultant or the Consultant abandons the Contract, the Consultant will be entitled to be paid its additional costs incurred, as DFATD considers reasonable as a result of the suspension order.
- 2.7.3 When an order made under the GC 2.7.1 is cancelled, the Consultant must resume the Services in accordance with the Contract as soon as practicable. If the suspension has affected the Consultant's ability to meet any delivery date under the Contract, the date for performing the part of the Services affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Consultant, is necessary for the Consultant to resume the Services.

**2.8
Termination
due to default
of Consultant**

- 2.8.1 Except in situations identified in the GC 2.6.1, if the Consultant is in default of carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the Contracting Authority within that cure period. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice.
- 2.8.2 If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.
- 2.8.3 If DFATD gives notice under the GC 2.8.1 or 2.8.2, the Consultant will have no claim for further payment except as provided under GC 2.8. The Consultant will be liable to DFATD for all losses and damages suffered by DFATD because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by DFATD in procuring the Services from another source. The Consultant agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.
- 2.8.4 Upon termination of the Contract under this GC 2.8, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. In such case, subject to the deduction of any claim that DFATD may have against the Consultant arising under the Contract or out of the termination, DFATD will pay or credit to the Consultant:
- (a) the value of the Fees and overseas costs for Personnel on long-term assignment for all completed parts of the Services performed and accepted by DFATD in accordance with the Contract;
 - (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted by DFATD prior to the date of the termination notice; and
 - (c) any other allowable Reimbursable Expenses that DFATD considers reasonable in respect to anything else delivered to and accepted by DFATD.
- The total amount paid by DFATD under the Contract to the date of the termination and any amount payable under this GC 2.8.4 must not exceed the Contract price.
- 2.8.5 If the Contract is terminated for default under the GC 2.8.1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under the GC 2.9.

**2.9
Termination
for
Convenience**

- 2.9.1 At any time before the end of the Contract, the Contracting Authority may, by giving notice in writing to the Consultant, terminate for convenience the Contract or part of the Contract. Once such notice of termination for convenience is given, the Consultant must comply with the requirements of the termination notice. If the

Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2.9.2 If a termination notice is given pursuant to the GC 2.9.1, the Consultant will be entitled to be paid for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Consultant has not already been paid or reimbursed by DFATD. The Consultant will be paid:

- (a) Fees and overseas costs for Personnel on long-term assignment for all Services performed and accepted before or after the termination notice in accordance with the provisions of the Contract and with the instructions contained in the termination notice;
- (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed prior to the date of the termination notice; and
- (c) all costs DFATD considers reasonable incidental to the termination of the Services incurred by the Consultant excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Consultant is obligated by statute to pay.

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

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

2.10 Cessation of Rights and Obligations

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

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

2.11 Assignment of Contract

2.11.1 The Consultant must not assign the Contract without first obtaining the written consent of the Contracting Authority. An assignment agreement signed by the Consultant and the assignee must be provided to DFATD before such consent for assignment is given. Any assignment made without that consent is void and will have no effect.

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General Standard of Performance

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

Warranty by Consultant

3.1.2 (a) In line with fundamental principles of human rights that are embedded in the [Canadian Charter of Rights and Freedoms](#), DFATD prohibits

discrimination based race, national or ethnic origin, colour, religion, sex, age or mental or physical disability. The Consultant represents and warrants that:

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

Evaluation of Performance

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

3.2 Confidentiality and privacy

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

3.2.2 The Consultant agrees to use any information provided to the Consultant by or on behalf of DFATD only for the purpose of the Contract. The Consultant acknowledges that all this information remains the property of DFATD or the Third Party, as the case may be. Unless provided otherwise in the Contract, the Consultant must deliver to DFATD all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as DFATD may require.

3.2.3 Subject to the Access to Information Act (R.S.C. 1985, c. A-1) and to any right of DFATD under the Contract to release or disclose, DFATD will not release or disclose outside the Government of Canada any information delivered to DFATD under the Contract that is proprietary to the Consultant, Sub-consultant or a Contractor.

3.2.4 The obligations of the Parties set out in this GC 3.2 do not apply to any information if the information:

- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or

(c) is developed by a Party without use of the information of the other Party.

3.2.5 Wherever possible, the Consultant will mark or identify any proprietary information delivered to DFATD under the Contract as "Property of (Consultant's name), permitted Government uses defined under DFATD Contract No. (fill in contract number)". DFATD will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

3.3

Insurance to Be Acquired by the Consultant

Insurance Specified by DFATD

3.3.1 The Consultant must acquire and maintain insurance specified in the SC at its own cost. Such insurance must be in place within 10 Days from the signature of the Contract for the duration of the period of the Contract as established in the GC 2.2.

Additional Insurance

3.3.2 The Consultant is responsible for deciding if insurance coverage other than that specified in the SC is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Consultant's own expense, and for its own benefit and protection.

Insurance 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

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

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.

3.4.2 **Obligations Related to Security**

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

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

3.4.3 **Security Measures**

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

- vii. Abduction/Missing person protocol(s); and
- viii. Processes for security awareness updates, as required.

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

For all contracts:

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

3.4.4 Personnel

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

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

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

3.4.5 Sub-consultants and Contractors

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

**3.5
Initial Visit and
Audit**

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

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

**3.6
Authorization to
Continue**

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

3.6.2 Upon completion of the plans and reports identified in the SC and described in the

Annex B, Terms of Reference, the Contracting Authority will notify the Consultant, in writing, either that DFATD intends to proceed with the Contract or that DFATD wishes to withdraw any further support to the project.

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

3.7 Ownership of Intellectual and Other Property Including Copyright

Definitions

3.7.1 The following definitions apply to this GC.

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

Licenses and Assignments

Beneficiaries of the assistance project

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

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

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

3.7.3 Assignment of rights in lieu of a licence

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

Her Majesty

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

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

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

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

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

Licence for works created outside the Contract

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

Moral rights

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

Ownership symbol and public recognition

3.7.8 The Consultant must ensure that:

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

Transfer of Obligations

3.7.9 Transfer of Obligations to Employed Creators

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

3.7.10 Transfer of Obligations to Any Contractual Network of the Consultant

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

Description of works

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

Copies to be delivered

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

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

3.7.13 Certification regarding Clearance of Rights

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

3.7.14 Warranty regarding Non Infringement of Rights

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

3.7.15 Certification of Compliance

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

3.8 Intellectual Property Infringement and Royalties

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

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

- (a) DFATD modified the work or part of the work without the Consultant's consent or used the work or part of the work without following a

requirement of the Contract; or

- (b) the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
- (c) the Consultant used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Consultant has included the following language in its own contract with the supplier of that equipment: "[Supplier name] acknowledges that the purchased items will be used by DFATD. If a Third Party claims that equipment supplied under this Contract infringes any intellectual property right, [supplier name], if requested to do so by either [Consultant name] or DFATD, will defend both [Consultant name] and DFATD against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Consultant's responsibility and, if the Consultant does not do so, it will be responsible to DFATD for the claim.

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

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

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

3.9 Liability

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

3.10 Equipment, Vehicles and Materials

Equipment, Vehicles and Materials Furnished by DFATD

3.10.1

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

Equipment, Vehicles and Materials,

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:

**Services or Assets
Purchased by the
Consultant**

- (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
Public
Recognition**

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

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

**3.13
International
Sanctions**

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

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

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

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

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

3.14**Managing for Results**

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

4. CONSULTANTS' PERSONNEL**4.1****General**

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

4.2**Working Hours, Leave, 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 Fee by the number of hours indicated in the SC and multiplying the result by the number of hours actually worked during the Day.

4.3**Language Requirements**

- 4.3.1 If stated in Annex B, Terms of Reference, the Consultant has an obligation to provide the Personnel that meets the language requirements.
- 4.3.2 In accordance with the GC 4.4, the Consultant must replace any Personnel whose language ability is considered inadequate by DFATD.

4.4**Replacement of Personnel*****New Position, Changes in Position Description or Level of an Existing Position or initial staffing of existing position***

- 4.4.1 The Consultant may propose a new position or a change the position description or the level (in terms of qualification and experience) of an existing position. The Consultant must submit to DFATD for its approval a detailed position description for the position, the curriculum vitae of the proposed individual, a written detailed justification as well as a rate justification for the request using a Contract Change Form.
- 4.4.2 Where applicable, a Project Change Form must be used by the Consultant to propose an individual for an existing position that was not previously staffed. The Consultant must submit the curriculum vitae of the proposed individual to DFATD for its approval.

Existing Position - Replacement of Personnel

- 4.4.3 The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position unless the Consultant is unable to do so for reasons beyond its control and that the Consultant's performance of the Services under the Contract will not be affected. For the purpose of this GC 4.4.3, the following reasons are considered as beyond the Consultant's control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD's request and will be verified and considered for acceptance at DFATD's sole discretion. If such replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual using a Project Change Form as indicated in the GC 2.4.4. The proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to replace a member of its

Personnel with an individual with equivalent or better qualification than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated in accordance with the GC 2.4.3.

4.4.4 Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s).

**4.5
Harassment in
the workplace**

4.5.1 The Consultant must respect and ensure that all members of its Personnel and/ or its Contractor(s) and the Local Support Staff respect, in relation to persons working for DFATD, the Treasury Board [Policy on harassment Prevention and Resolution](#) as well as the standards of non-discrimination set out in [Canadian Charter of Rights and Freedoms](#) when rendering any part of the Services.

**4.6
Improper
conduct or
abandonment
of position**

4.6.1 During the period of the Contract, the Consultant must refrain from any action which might be prejudicial to the friendly relations between Canada and the Recipient Country, and must not participate directly, or indirectly, in any political activity whatsoever in the Recipient Country. The Consultant must maintain the standards of non-discrimination described in GC 3.1.2 (a) and GC 4.5.1 during this Contract whether the work is performed in Canada, in the Recipient Country or in any other location. The Consultant must ensure that its Personnel, Local Support Staff and Contractor(s) are also bound by these provisions.

4.6.2 The Consultant must inform all members of its Personnel, Local Support Staff and Contractor(s) assigned to the project that any instance of improper conduct, gross negligence or abandonment of a position before completion of the project will constitute sufficient grounds for immediate dismissal. In such an event, payment of the Fees and all other payments will cease as of the date of this dismissal, and no payments will be made by DFATD for homeward travel or removal expenses unless otherwise agreed to in writing by the Technical Authority.

4.6.3 The Consultant will be advised in writing of any complaint related to harassment or discrimination and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken. This may result in Suspension of Services in accordance with GC 2.7 or Termination due to default of Consultant in accordance with GC 2.8.

5. OBLIGATIONS OF DFATD

**5.1
Goods and
Services
Provided by the
Recipient
Country**

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

**5.2
Method of
Payment**

5.2.1 In consideration of the Services performed by the Consultant under this Contract, DFATD will pay the Consultant in accordance with the provisions set forth in the GC 6.

6. PAYMENTS TO THE CONSULTANT

**6.1
Contract
Amount and
Limitation of
Expenditure**

6.1.1 Subject to the application of the other terms and conditions specified in this Contract, DFATD will pay the Consultant up to the maximum amount specified in the SC.

6.1.2 No increase in the Contract amount resulting from any changes, modifications or interpretations of the Terms of Reference, will be authorized or paid to the Consultant unless such changes, modifications or interpretations have been approved, in writing, by the Contracting Authority and incorporated by way of an amendment to the Contract. The Consultant must not perform any Services which would cause DFATD's liability to exceed the Contract amount stipulated in the GC 6.1.1.

6.1.3 In accordance with section 40 of the Canadian *Financial Administration Act* (R.S., c. F-11, s. 40), payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

6.1.4 The Consultant must promptly notify the Technical Authority in writing as to the adequacy of the amount mentioned in the GC 6.1.1 when:

- (a) it is 75 percent committed; or
- (b) 4 months prior to the Contract expiry date; or
- (c) if the Consultant considers that the funds provided are inadequate for the completion of the project;

whichever comes first.

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

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

Taxes

- 6.1.6 Applicable Taxes

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

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

- 6.1.8 Applicable Taxes included in the cost of Services:

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

- (a) Take into account the Applicable Taxes, municipal taxes and provincial sales tax, if any, that the Consultant must pay on the goods and services that the Consultant procures to provide the Services stipulated in this Contract, less the Applicable Taxes and provincial sales tax credits and rebates to which the Consultant is entitled;
- (b) Do not take into account the Applicable Taxes that DFATD will remit to the Consultant and that the Consultant must collect from DFATD pursuant to the *Excise Tax Act* (R.S.C., 1985, c. E-15), as prescribed in the GC 6.1.6 and specified in accordance with the terms and conditions stipulated below.

- 6.1.9 For the purposes of applying the GC 6.1.6, the amount of Applicable Taxes, if any, must be indicated separately on requisitions for payment, financial reports or other documents of a similar nature that the Consultant submits to DFATD. All items that are zero-rated, exempt or to which these Applicable Taxes do not apply, must be identified as such on all invoices.

- 6.1.10 Tax Withholding

Pursuant to the *Income Tax Act*, (R.S.C., 1985, c. 1 (5th Supp.)) and the *Income Tax Regulations* (C.R.C., c. 945), DFATD must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is a non-resident unless the Consultant obtains a valid waiver. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

6.2 Basis of Payment

- 6.2.1 Subject to the Contract amount specified in the GC 6.1.1 and in accordance with Annex A, Basis of Payment, DFATD will pay to the Consultant:

- (a) Fees of the Personnel as set forth in the GC 6.2.2 and 6.2.3;
- (b) Overseas costs for Personnel on long-term assignment (Personnel assigned to the project in the Recipient Country for 12 or more consecutive months) as set forth in the GC 6.2.5; and
- (c) Reimbursable Expenses at cost without mark-up as set forth in the GC 6.2.7.

- 6.2.2 Payment for the Personnel must be determined on the basis of time actually

worked by such Personnel in the performance of Services, after the date determined in accordance with the GC 2.1 at the Fees referred to in Annex A, Basis of Payment and as specified in the GC 6.3. A detailed basis of payment is provided in Annex A.

- 6.2.3 The Fees referred to under the GC 6.2.2 above will include:
- (a) For the Personnel based in Canada or on short-term assignment in the Recipient Country (less than 12 consecutive months), the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC in Canada up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.
 - (b) For Personnel on long-term assignment in the Recipient Country (12 consecutive months or more), the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit. The time chargeable is limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.
 - (c) For Local Professionals, the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.
- 6.2.4 The Fees stated in the GC 6.2.3 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed will be determined and approved by DFATD on the basis of the points of origin and destination.
- 6.2.5 For Personnel on long-term assignment in the Recipient Country (12 consecutive months or more):
- 6.2.5.1 a monthly rate per year inclusive of housing; basic utilities; and other expenses;
 - 6.2.5.2 the total cost of relocation including a firm cost for mobilization and demobilization.
- 6.2.6 If specified in the SC, the Consultant may apply an administrative mark-up on Fees of Sub-consultants and costs of Contractors as detailed in the SC.
- 6.2.7 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses :

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

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

- (ii) the cost of meals, incidentals and private vehicle usage, in accordance with the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
 - (iii) the cost of registration, photographs, and courier services related to obtaining a visa;
 - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;
 - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees";
 - (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>
- (b) purchase and transportation costs of equipment, and supplies required to carry out the project;
 - (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
 - (d) translation, interpreters and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
 - (e) bank transfer fees related to the execution of the project;
 - (f) the actual cost of salaries and fringe benefits for Local Support Staff, excluding Local Professionals;
 - (g) allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
 - (h) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
 - (i) field office expenses, including:
 - (i) actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
 - (ii) actual and Reasonable Costs of vehicles purchase or rental required for the project, and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and
 - (iii) actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan).
 - (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of Contractor(s) and Personnel, related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan);
 - (k) actual and Reasonable Costs of the Contractor(s), who may be contracted to perform part of the services described in Annex B, Terms of Reference, including labour and materials; and
 - (l) any other reasonable expenses which are not considered to be Fees, overseas costs for Personnel on long-term assignment, overhead or direct costs and that are not included in the above categories, that are specified in the SC and required to carry out the project.

**6.3
Provisions for
Multi-year
Contracts**

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

**6.4
Currency of
Payment**

- 6.4.1 Payments by DFATD to the Consultant will be made in Canadian dollars.
- 6.4.2 Payments by the Consultant to its Local Professionals, Local Support Staff and local Contractor(s) may be in the local currency.
- 6.4.3 Expenses incurred by the Consultant in currencies other than the Canadian dollars must be charged to DFATD in Canadian dollars using the exchange rate published by the Bank of Canada on the date the invoice is issued by the Consultant. Consequently, currency exchange risks stemming from the Consultant's expenses are 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 obligations under the Contract

The Consultant must provide to the Technical Authority within twenty eight (28) Days of signing the Contract an ISLC in accordance with GC 6.5.3, covering the Consultant's obligations under this Contract. The ISLC must be for the face amount, in Canadian dollars, as specified in the SC.

The Consultant must, at all times, maintain a valid and enforceable ISLC. The Consultant may provide a single ISLC covering the whole duration of the Contract or may provide an ISLC of a shorter duration, which must provide for its automatic renewal. In the event of the non-renewal of the ISLC, the Consultant must provide DFATD a copy of the non-renewal notice from the issuer within 10 Days of receipt and provide DFATD with a new ISLC to replace the former.

Failure on the part of the Consultant to maintain the ISLC will constitute an event of default under the Contract.

- 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; the name of the payee: **Receiver General of Canada Attn: DFATD Branch name and address indicated in the SC 1.6.1**; the Purchase order number (PO); the project name and number; name of the Technical Authority; the face amount of the letter of credit; 'Payable in demand' or 'Payable at sight'; 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, overseas costs for Personnel on long-term assignment and Reimbursable Expenses outlined in the GC 6.2 paid by the Consultant during the previous month.
- 6.7.2 No payments will be made to the Consultant until DFATD receives properly completed documentation specified in the SC.
- 6.7.3 All invoices, statements, payment requests and other similar documents submitted by the Consultant must indicate the codes specified in the SC and must be sent to DFATD at the address set out in SC.
- 6.7.4 Within 15 Days of the receipt of the documentation required under the GC 6.7.2, DFATD will notify the Consultant, in writing, when any or a combination of the following situations occur:
 - (a) there are any errors or omissions in the documentation;
 - (b) the Services rendered by the Consultant are not satisfactory or are not in conformity with the Contract; or
 - (c) the amount claimed by the Consultant appears to exceed the actual value of the Services performed.
- 6.7.5 Any Fees, overseas costs for Personnel on long-term assignment or Reimbursable Expenses paid by the Consultant which are the subject of the notification in the GC 6.7.4 will be excluded for the purposes of payment under the GC 6.7.1 until the Fees, overseas costs for Personnel on long-term assignment or Reimbursable Expenses have been accepted by DFATD.
- 6.7.6 Subject to the GC 6.7.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the GC 6.7.2.
- 6.7.7 With the exception of the final payment under the GC 6.8, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations under the Contract. DFATD will have the right to reject any Services that are not in accordance with the requirements of the Contract and require correction or replacement of such Services at the Consultant's expense.

**6.8
Final Payment**

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

fully discharged, DFATD will pay the balance due against the Contract.

**6.9
Right of Set-Off**

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

**6.10
Interest on
Overdue
Accounts**

6.10.1 In this GC:

- (a) “amount due and payable” means an amount payable by DFATD to the Consultant in accordance with the GC 6.2;
- (b) “overdue amount” means an amount due and payable which has not been paid within 30 Days following the date upon which the invoice and statement documentation specified in the GC 6.7.2 has been received by DFATD;
- (c) “date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) “bank rate” means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and
- (e) “due date” means 30 Days after receipt of the invoice and statement documentation specified in the GC 6.7.2.

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

6.10.3 Interest will not be payable on advance payments.

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

**6.11
Debts left in the
Recipient
Country**

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

7. 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
Administratio
n**

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	Amendments of, and Supplements to, the General Conditions of the Contract
Definitions (f), (cc) and 1.9	<p>Contracting Authority</p> <p>The Contracting Authority for this Contract is:</p> <p><i>«Title of the delegated signing authority as per DFATD Delegation Instrument »</i> Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p> <p>Technical Authority</p> <p>The Technical Authority for this Contract is: <i>«Title of the Project Manager»</i> Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p>
Definitions (p)	<p>For the purpose of this Contract, the following positions are also acceptable under the Local Support Staff:</p> <p>N/A</p>
Definitions (x)	Recipient Country is Tanzania
1.3.1	The law governing the contract is the law applicable in the province or territory of <TBD>
1.6.1	<p>The addresses are:</p> <p>DFATD :</p> <p style="padding-left: 40px;">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- Organisation Symbol]</i>_ Facsimile : _____</p> <p>Attention : <i>[insert name of the technical authority- Organisation Symbol]</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 the Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.

<p>3.3</p>	<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. 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 If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs. The insurance will include the following:</p> <ul style="list-style-type: none"> (a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and (b) 30 Days written notice of cancellation. <p>3. Health Insurance The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Centre for Intercultural Learning, pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or Contractors for medical reasons.</p> <p>4. Workers’ Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker’s Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the services on this Contract will have the same level of Workers’ Compensation Insurance throughout the Consultant’s performance of the Contract. The insurance will include the following:</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>3.4.1</p>	<p>Security Requirement: Not applicable</p>
<p>3.6.1</p>	<p>Authorization to continue is applicable to this Contract:</p>

	<p>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>
3.12	<p>For Consultants not subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:</p> <p>3.12.1 Announcement</p> <p>The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD's approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.</p> <p>3.12.2 Material</p> <p>Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share such content with DFATD.</p> <p>3.12.3 Acknowledgement of Contribution</p> <p>The Consultant must acknowledge DFATD's contribution in the following manner when the content is related to the Project or the Contract:</p> <ul style="list-style-type: none"> (a) by clearly and prominently identifying the contribution to the public, using the wording satisfactory to DFATD, such as "The Government of Canada provides funding for this Project"; (b) by acknowledging the contribution in any public reference to the Project such as but not limited to announcements, interviews, speeches, press releases, publications, signage, websites, promotional materials and advertising; and (c) by presenting all Government of Canada identifiers on all paper and web based documents in a manner compliant with the Federal Identity Program available at http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/wordmark-symbole.aspx?lang=eng. <p>3.12.4 Posting of Material</p> <p>The Consultant will be required to prominently display, on its website, graphic identifiers and text provided by DFATD, acceptable to the Parties, clearly stating in English and French, that DFATD provides support for this Project under this Contract. The Consultant will be required to host graphic identifiers provided by DFATD on its website to be downloaded by participating organizations and institutions in this Project, in accordance with 3.12.3 (c).</p> <p>3.12.5 Official Languages</p> <p>All public information materials issued jointly by DFATD and the Consultant must be in both of Canada's official languages. DFATD will bear translation costs into the second official language.</p> <p>OR</p> <p>For Consultants who are subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:</p> <p>3.12.1 Announcement</p> <p>The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD's approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.</p> <p>3.12.2 Material</p> <p>Once the Project has been announced, all content directly related to the Project that</p>

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3.14.3	The Consultant must notify the Technical Authority within 30 Days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher.						
4.2.1 and 6.2.3	Number of hours in a Day is 7.5.						
6.1.1	The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i> Applicable Taxes extra.						
6.1.6	The estimated amount of Applicable Taxes is: <i>[insert amount]</i>						
6.2.6	<p>The administrative mark-up rate is: <TBD></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 1870 1344 2107"> <thead> <tr> <th data-bbox="451 1870 870 1938"></th> <th data-bbox="870 1870 1344 1938">Application of the rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 1938 870 2037">Sub-consultants assigned to the project</td> <td data-bbox="870 1938 1344 2037">Fees invoiced by the Sub-consultants</td> </tr> <tr> <td data-bbox="451 2037 870 2107">Contractors</td> <td data-bbox="870 2037 1344 2107">Costs invoiced by the Contractors</td> </tr> </tbody> </table> <p>When an employee is added during the contract, Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract</p>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
	Application of the rate						
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						
6.2.7 (l)	In addition to the listed Reimbursable Expenses in the GC 6.2.7, the Consultant will have a maximum budget of \$211,949 to cover the reimbursable expenses for other Personnel incurred as part of the technical assistance mandates including the						

	<p>following actual and reasonable costs:</p> <ul style="list-style-type: none"> (a) Travel and living expenses in accordance with paragraph 6.2.7 (a); (b) Communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier; (c) Project-related printing and copying costs (including printing extra copies of documents and microcopying); and (d) Other reimbursable expenses as approved by DFATD.
<p>6.5.1 (a) and 6.6.1</p>	<p>Advance payment is permitted: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>The following provisions will apply to the advance payment and the advance payment guarantee:</p> <ul style="list-style-type: none"> (a) Subject to the GC 6.6, DFATD will make advance payments to the Consultant not exceeding <i>[insert amount]</i> in Canadian dollars to cover the following expenses: <ul style="list-style-type: none"> (i) Expenses associated with setting up a new local office in the Recipient Country; and (ii) Procurement of manufactured equipment (project assets); (b) At no time can there be more than 2 outstanding advances and these must not exceed <i>[insert amount]</i> Canadian dollars. (c) The advance payment guarantee (ISLC) must equal the total outstanding advance payments in Canadian dollars.
<p>6.5.1 (b)</p>	<p>The Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) for the face amount of \$456,360.</p>
<p>6.7.2</p>	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice in 2 copies, of the Consultant's Fees for the Services rendered, monthly rates and expenses paid during the previous month supported by the following documentation properly completed:</p> <ul style="list-style-type: none"> (a) Details of the time worked for each individual: the name, date, number of hours worked, and description of activities undertaken for each Day. The Consultant may include this information on their invoice or submit timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Consultant and made available to DFATD upon request. (b) Any relevant details of the costs for Personnel on long-term assignment as may be requested by DFATD. Proof that the costs were actually incurred for the identified Personnel must be provided in a form acceptable to DFATD (e.g. boarding pass, lease, etc). (c) Details of Reimbursable Expenses paid, including all information which supports the expenses. (d) For expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, "detailed information" means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense. (e) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency.

	<p>(f) If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.</p> <p>In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services, which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.</p>
<p>6.7.3</p>	<p>All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address: <i>[insert address]</i></p> <p>and must indicate the following codes:</p> <p>Purchase order: <i>[insert number]</i></p> <p>WBS Element: <i>[insert number]</i></p> <p>GLAcct/ CC/ Fund: <i>[insert number]</i></p> <p>Vendor: <i>[insert number]</i></p> <p>Project number: D-002450</p>

III. Annexes

Annex A: Basis of Payment
Annex B: Terms of Reference
Annex C: Security Requirements Check List - Not Applicable

ANNEX A – BASIS OF PAYMENT

1. PERSONNEL	FIRM ALL-INCLUSIVE DAILY FEE, \$					SUB-TOTAL ESTIMATED COST
1.1 Personnel based in Canada or on short-term assignment in the Recipient Country	Y 1	Y2	Y3	Y4	Y5	
Project Director						
1.2 Personnel on long-term assignment in the Recipient Country	Y 1	Y2	Y3	Y4	Y5	
Management and Leadership Specialist						
Training and Learning Specialist						
1.3 Locally engaged Personnel to be determined during Project Implementation	Y 1	Y2	Y3	Y4	Y5	
College Leadership Facilitators						
Curriculum development Specialist						
Early Grade Teacher Education 3R Specialists						
Senior Gender Teacher Education Specialist						
ICT Teacher Education Specialist						
1.4 Additional locally engaged Personnel and Contractors to be determined during Project implementation						\$1,124,300, including mark-up of <TBD>%
Sub-Total – Personnel FEES, \$						
1.4 OVERSEAS COSTS FOR PERSONNEL ON LONG-TERM ASSIGNMENT IN THE RECIPIENT COUNTRY	MONTHLY RATE					SUB-TOTAL
	Y 1	Y2	Y3	Y4	Y5	
Management and Leadership Specialist						
Training and Learning Specialist						
1.5 RELOCATION COST FOR PERSONNEL ON LONG-TERM ASSIGNMENT IN THE RECIPIENT COUNTRY	Mobilization		Demobilization			SUB-TOTAL
Management and Leadership Specialist						
Training and Learning Specialist						
Sub-Total – Overseas costs for Personnel on long-term assignment, \$						
2. Reimbursable Expenses						
a) Travel and living expenses						\$
b) Equipment purchase and transportation costs						\$
c) Communication costs						\$
d) Translation and reproduction costs						\$
e) Bank charges						\$
f) Cost of Local Support Staff						\$
g) Field office expenses						\$
h) Training expenses						\$
i) Expenses for Additional Personnel						211,950 \$
Sub-Total – Reimbursable Expenses, \$						
CONTRACT AMOUNT, EXCLUDING APPLICABLE TAXES \$						

ANNEX B – TERMS OF REFERENCE (TOR)

(TBD)

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

Not Applicable

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

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

[name of Member]

[Authorized representative]

Date [Month Day, Year]

[name of Member]

[Authorized representative]

Date [Month Day, Year]

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

[Authorized representative]

Date [Month Day, Year]

For and on behalf of DFATD

[Authorized representative]

Date [Month Day, Year]