

REQUEST FOR PROPOSALS

Procurement of Consulting and Professional Services

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



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Summary Description

Foreign Affairs, Trade and Development Canada (DFATD)¹ is seeking a consultant for the technical assistance project to support the implementation of the Emerging Senegal Plan (TA-ESP Project). The aim of this technical assistance (TA) project is to improve the Senegalese public administration's capacity to manage public funds and deliver higher-quality services to Senegalese users in those areas of intervention targeted by Canadian budget supports (BSs) for the Emerging Senegal Plan (ESP), in keeping with Canadian development assistance priorities.

To this end, the Project will provide public financial management (PFM) capacity building² for four sectoral ministries (MEN, MFPAA, MAER, MIM),³ and support the strengthening of the institutional framework for ESP policies and programs⁴ in the BS target areas.⁵

In addition to MEN, MFPAA, MAER and MIM, other government organizations may also benefit from ad hoc TA activities to the extent that they play a key role in the execution of the Project's activities in the four ministries and areas targeted for achievement of the BS objectives.

The Consultant will be responsible, in close cooperation with the four target ministries and other government organizations concerned, for implementing the Project effectively and efficiently in accordance with results-based management (RBM) and aid effectiveness principles. Its primary responsibility will be to mobilize the expertise required to fulfil the technical assistance mandates and achieve the expected outcomes. In this sense, the Consultant will ensure that the capacity building activities are carried out to enhance the four ministries' capacities for managing public finances and the institutional frameworks for ESP policies and programs, while integrating gender equality and the empowerment of women and girls (GWG) and environmental issues. It will use and promote a participatory, proactive approach to ensure that all stakeholders play an active role in achieving the outcomes and to ensure the continuity of the Project's interventions. Detailed information on this RFP is provided in Section 4, Terms of Reference.

The services are to be provided for a period of five (5) years from the date of signing of the contract.

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. 4

¹ Note that DFATD is now known as Global Affairs Canada. Since the name is in the process of being changed for legal documents, we have kept DFATD to avoid confusion.

² The areas covered by the PFM technical assistance or capacity-building project are as follows: budget management, accounting, contracting, internal control, auditing, and some aspects of human resources management.

³ MEN: Ministry of National Education; MFPAA: Ministry of Vocational Training, Apprenticeship and Crafts; MAER: Ministry of Agriculture and Rural Infrastructure; MIM: Ministry of Industry and Mining.

⁴ Refers to a set of instruments (laws, decrees, codes, policies, strategies, outcomes and monitoring/evaluation frameworks, etc.) that guide government actions.

⁵ The areas covered by Canadian budget supports currently include, but are not limited to: education, vocational and technical training, food security and nutrition, and sustainable economic growth, with an emphasis on public financial management, agriculture and extraction.

REQUEST FOR PROPOSALS

RFP # 2018-P-000956-1

*For the provision of consulting and professional services
in relation to*

***Project Title* Technical Assistance Project in Support of the Implementation of the
Emerging Senegal Plan (TA-ESP Project)**

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**

- 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, and private vehicle usage, in accordance with the meal, 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.

<i>Currency</i>	10.12	Bidders must provide the price of the Services in Canadian dollars (CAD).
<i>Taxes</i>	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.
<i>Costing Principles</i>	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.
<i>Mandatory Procedural Requirements</i>	11.6	Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.
<i>Evaluation of Technical Proposals</i>	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 positions are also included as Local Support Staff: Administrative Assistant Accountant Driver														
Definitions (dd)	The Recipient Country is Senegal.														
Definitions (ff)	The RFP Closing Date is September 14, 2017 at 14:00 hrs, Eastern Daylight Saving Time (EDT) (RFP Closing Date)														
1.5	Bidders' Conference: YES___ NO_ <input checked="" type="checkbox"/> _ Site tour: YES___ NO_ <input checked="" type="checkbox"/> _														
1.6	Visit can be arranged: YES___ NO_ <input checked="" type="checkbox"/> _														
1.6, 6.2, 11.1 and 13.1	DFATD Point of Contact is: Stefanie Cardinal Contract Officer – Contracting Services Department of Foreign Affairs, Trade and Development Email: stefanie.cardinal@international.gc.ca														
2.3	Location of contract negotiation: Gatineau, Québec														
7.2	Bidder is requested to submit: <ul style="list-style-type: none"> • Technical proposal: The original and 3 copies and one electronic version (in USB or CD-ROM) • Financial proposal: The original and 2 copies In the event of a discrepancy between the electronic version and the paper version, the original paper version prevails.														
7.9	Page size other than 8.5" X 11" or A4 is acceptable: YES___ NO_ <input checked="" type="checkbox"/> _														
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___														
Or 9.8 (c) and 11.19	A fixed number of person-days is required for the following Personnel positions: <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;"><i>Project Director</i></td> <td style="text-align: right;"><i>1100 days</i></td> </tr> <tr> <td style="padding-left: 20px;"><i>Senior Advisor in public financial management</i></td> <td style="text-align: right;"><i>1100 days</i></td> </tr> <tr> <td style="padding-left: 20px;"><i>Senior Advisor in Public Administration</i></td> <td style="text-align: right;"><i>1100 days</i></td> </tr> <tr> <td style="padding-left: 20px;"><i>Project manager</i></td> <td style="text-align: right;"><i>550 days</i></td> </tr> <tr> <td style="padding-left: 20px;"><i>Environmental Specialist</i></td> <td style="text-align: right;"><i>220 days</i></td> </tr> <tr> <td style="padding-left: 20px;"><i>Gender Specialist (GWG)</i></td> <td style="text-align: right;"><i>220 days</i></td> </tr> <tr> <td style="padding-left: 20px;"><i>Procurement officer</i></td> <td style="text-align: right;"><i>550 days</i></td> </tr> </table>	<i>Project Director</i>	<i>1100 days</i>	<i>Senior Advisor in public financial management</i>	<i>1100 days</i>	<i>Senior Advisor in Public Administration</i>	<i>1100 days</i>	<i>Project manager</i>	<i>550 days</i>	<i>Environmental Specialist</i>	<i>220 days</i>	<i>Gender Specialist (GWG)</i>	<i>220 days</i>	<i>Procurement officer</i>	<i>550 days</i>
<i>Project Director</i>	<i>1100 days</i>														
<i>Senior Advisor in public financial management</i>	<i>1100 days</i>														
<i>Senior Advisor in Public Administration</i>	<i>1100 days</i>														
<i>Project manager</i>	<i>550 days</i>														
<i>Environmental Specialist</i>	<i>220 days</i>														
<i>Gender Specialist (GWG)</i>	<i>220 days</i>														
<i>Procurement officer</i>	<i>550 days</i>														

<p>9.9</p>	<p>The Bidder can propose alternative Personnel: YES ___ NO <input checked="" type="checkbox"/></p>						
<p>10.4(k)</p> <p>(l)</p>	<p>In addition to the eligible reimbursable expenses listed in the Instructions to Bidders, paragraph 10.4, the Bidder will have a maximum budget of \$3,400,000 CAD to cover reimbursable expenses for other Personnel and Contractors (technical experts) incurred in the framework of mandates, including the following actual and reasonable costs FIN-3 form:</p> <p>a) Travel and subsistence expenses (in accordance with paragraph 10.4 (a));</p> <p>b) Communication, including but not limited to long distance, internet, facsimile and courier costs;</p> <p>c) Translation, interpreter, and text-processing costs directly related to the project, printing costs (including copying additional copies of documents and microcopy);</p> <p>d) Other reimbursable expenses approved by DFATD.</p> <p>An amount of \$500,000 CAD for costs related to computer and reprographic equipment for recipients.</p>						
<p>10.7 and 11.17</p>	<p>Financing Available</p> <p>The funding available for the contract resulting from this RFP is \$15,000,000 CAD excluding applicable taxes. Of this amount, DFATD has reserved:</p> <p>a) \$4,600,000 CAD including an administrative mark-up factor for other Personnel and Contractors identified during the implementation of the project and for technical assistance or capacity building;</p> <p>b) An amount of CAN \$ 3,400,000 for Reimbursable Expenses for Other Personnel and Contractors (technical experts) for the mandates as specified in Section 10.4 (k); and</p> <p>c) \$500,000 CAD for costs related to computer and reprographic equipment for recipients as specified in Section 10.4 (l).</p> <p>Disclosing the available funding does not commit DFTAD to paying this amount.</p>						
<p>10.8 (b) 1)</p>	<p>The ceiling monthly rate for Personnel on long-term assignment is \$6,274 CAD per month. This ceiling applies to the following resources:</p> <ul style="list-style-type: none"> • Project director • Senior Advisor in public financial management • Senior Advisor in Public Administration 						
<p>10.8 (e)</p>	<p>Administrative mark-up : Yes: <input checked="" type="checkbox"/> No : ___</p> <p>The Administrative mark-up to be applied to the Sub-consultants and Contractors determined during project implementation includes :</p> <ul style="list-style-type: none"> • Overhead expenses • Profit <p>This rate will be applied as follows :</p> <table border="1" data-bbox="386 1784 1386 1892"> <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						
<p>11.3</p>	<p>Selection Method:</p> <p>Best value adjusted for cost:</p> <p>The technical proposal is awarded a maximum of 800 points or 80 percent of total possible 1,000 points, and the financial proposal is awarded a maximum of 200 points or 20 percent.</p> <p>If Aboriginal direct hiring and/ or Contractors are proposed, Bidders will be awarded evaluation points (up to a maximum of 50 points, which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated.</p> <p>The Bidder whose Proposal obtained the highest combined technical and financial score and Aboriginal Supplier Incentive score, out of 1050 points, will be invited for negotiations</p>						

	<p>unless there is less than 10 points between that Bidder and the lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.</p>																
<p>11.10 and 11.13</p>	<p>The minimum technical score required is 480 points. Only Proposals that achieve a minimum technical score are considered compliant.</p>																
<p>11.14</p>	<p>FIN-1B - Competed mark up: Administrative mark-up cost The evaluated administrative mark-up cost FIN-1B will be calculated by applying the Bidder’s mark-up rate, as indicated in FIN-1B, to the budget set-aside for the cost of other personnel and contractors to be determined during project implementation using the following formula:</p> $\text{Administrative mark-up cost} = \text{budget set-aside} \times \frac{\% \text{ of mark-up rate}}{(1 + \% \text{ of mark-up rate})}$																
<p>11.19 and 12.4 (d)</p>	<p>The total Financial proposal to be evaluated will be the sum of FIN-1A and FIN-1B. 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="500 1432 1382 1505"> <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="464 1741 1419 1814"> <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															
<p>11.15</p>	<p>Scoring of financial proposals:</p> <p>The financial proposal with the lowest evaluated dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis based on the lowest compliant financial price. For example, if the total financial score is 200 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 200 points for its financial proposal. All other technically compliant Bidders’ financial score will be calculated as follow:</p>																

	Bidder B's financial score = $\frac{\text{Bidder A's financial price}}{\text{Bidder B's financial price}} \times 200$
11.16	The clause is applicable: YES ___ NO <u>✓</u>
13.1(c)	The Bidder is subject to security requirements: YES ___ NO <u>✓</u>
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 authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> a. Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; b. Cross Liability and separation of insured, to the extent permitted by law; c. Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and d. 30 Days written notice of cancellation.

16.1	The Irrevocable Standby Letter of Credit (ISLC) must be for the face amount of CAD \$600,000.
17.1	Advance payments may be permitted: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> The following types of expenses are eligible for advance payment: (a) Expenses associated with setting up a new local office in the Recipient Country; (b) Long-term leases for offices; (c) Procurement of manufactured equipment (project assets).
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 the Technical Assistance Project to Support the Implementation of the Emerging Senegal Plan (TA-ESP Project).

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 of Data Sheet.

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

Guidance to Bidders:

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

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

TECH-5B, Risk Register;

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

Guidance to Bidders:

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

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

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

Expected Results	Indicators	Baseline Data	Targets	Data Sources	Data collection Methods	Frequency	Responsibility
ULTIMATE OUTCOME (LONG TERM)							
1000 An emerging Senegal in 2035 with a united society governed by the rule of law (ultimate goal of the ESP)							
INTERMEDIATE OUTCOMES (MEDIUM TERM)							
1200 Improved performance in the areas targeted by Canadian budget supports, particularly in the four target ministries							
IMMEDIATE OUTCOMES (SHORT TERM)							
1210 Improved capacities for strengthening the institutional framework for ESP policies and programs, ¹ while integrating GWG and environmental issues, in the areas and ministries targeted by Canadian budget supports							
OUTPUTS							
1211 Main needs for strengthening the institutional framework for ESP policies and programs identified and prioritized, in a participatory manner, in the four target ministries							

¹ Refers to a set of instruments (laws, decrees, codes, policies, strategies, outcomes and monitoring/evaluation frameworks, etc.) that guide government actions.

1212 Technical assistance activities (consulting support, training, coaching, development/improvement of work tools, mechanisms, systems, etc.) carried out to strengthen the institutional framework for ESP policies and programs in the target areas and ministries							
1213 Technical assistance activities carried out to ensure that the target ministries and government organizations are better able to integrate GWG and environmental issues into their operations across the board							
1214 Materials and equipment supplied in support of technical assistance activities carried out to strengthen the institutional framework for ESP policies and programs in the four target ministries							

FORM TECH-5B RISK REGISTER

Guidance to Bidders:

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

Note that for the purpose of the evaluation, the shaded areas (Reputation Risk and Investment LM Result Statement) of the table below are not to be filled out.

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

Risk Register

Title		Number		Team lead	
Country/region/institution		Budget		Duration	

Risk Definition	Risk Response	Investment LM Statement	Risk Level – Very Low/Low/High/Very High L = Likelihood, I = Impact (Add columns as needed)
Operational Risks			
OP1 –			L = I =
OP2 –			L = I =
OP3 –			L = I =
Financial Risks			
FIN1 –			L = I =
FIN2 –			L = I =

Development Risks				
DEV1 –				L = I =
DEV2 –				L = I =
DEV3 –				L = I =

Reputation Risks							
REP1 – Reputation					L = I =	L = I =	L = I =
Level of global evaluation - Risks							

L = Likelihood
I = Impact

Web link: http://international.gc.ca/world-monde/funding-financement/results_based_management-gestion_axee_resultats.aspx?lang=eng

**FORM TECH- 6
PERSONNEL**

FORM TECH-6A

CURRICULUM VITAE FOR PROPOSED PERSONNEL

<i>Proposed position</i>	
<i>Name and citizenship</i>	
<i>Education (degrees received and pertinent dates) and additional training</i>	
<i>Present employer and position (if applicable)</i>	
<i>Length of service with current employer and status (permanent, temporary, contract employee, associate, etc.)</i>	
<i>Is/ Will the proposed candidate be a Former Public Servant in receipt of a government pension and/ or the beneficiary of a buy-out lump sum payment? If yes, provide details. Does/ will the proposed candidate comply with the provisions of the Conflict of Interest provisions contained in TECH-2?</i>	
<i>Pertinent experience: A summary of the skills and experience in accordance with the rated criteria detailed under Proposed Personnel, in section 5</i>	
<i>A history of employment and assignments, including dates and duration (in reverse chronological order)</i>	
<i>Working experience in developing countries including countries, formerly known as countries in transition</i>	
<i>List of publications/ presentations, if applicable</i>	
<i>References (name, title, phone and email)</i>	

FORM TECH- 6B
COMMITMENT TO PARTICIPATE IN THE PROJECT

Guidance to Bidders:

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

1 REFERENCE

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

2 GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL

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

3 DECLARATION OF INDIVIDUAL

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

Name (print or type)	
Signature	Date

Section 3. Financial Proposal - Standard Forms

FORM FIN-1

TOTAL COST

Guidance to Bidders:
 The Bidder must quote its financial proposal in Canadian currency (CAD).
 All-inclusive firm daily Fees include salary, benefits (paid and time-off), overhead and profit, excluding Applicable Taxes. The Bidder is requested to show the amount of Applicable Taxes, separately.

FORM FIN-1A

COST OF PERSONNEL

Guidance to Bidders:
 The Bidder must provide a firm all-inclusive daily Fee **for each year** for all positions of Personnel identified by DFATD in the RFP. The Bidder cannot add any other positions.

Fees for the positions identified by DFTAD								
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 (year 1, 2, 3, 4 and 5) x Total LOE
	Project Director in Senegal						1100	
	Project manager in Canada						550	
	Senior Advisor in public financial management in Senegal						1100	
	Senior Advisor in Public Administration in Senegal						1100	

Fees for the positions identified by DFATD								
Personnel Resource Name	Personnel Position	Year 1 Firm all- inclusive daily Fees \$	Year 2 Firm all- inclusive daily Fees \$	Year 3 Firm all- inclusive daily Fees \$	Year 4 Firm all- inclusive daily Fees \$	Year 5 Firm all- inclusive daily Fees \$	LOE Fixed by DFATD (Days)	Sub-Total Estimated Cost = Average of (year 1, 2, 3, 4 and 5) x Total LOE
	Environmental Specialist in Senegal						220	
	Gender Specialist (GWG) in Senegal						220	
	Procurement Officer in Senegal						550	
SUBTOTAL 1 – Fees Total (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 Cost=average of yr 1to yr 5 x Total number of months
		Y1	Y2	Y3	Y4	Y5		
	Project Director						54	
	Senior Advisor in public financial management						54	
	Senior Advisor in Public Administration						54	
SUBTOTAL-2 (exclusive of any taxes) – Total (housing, basic utilities, other expenses)							\$	
Ceiling for the monthly rate							\$6274	

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)
	Project Director			
	Senior Advisor in public financial management			
	Senior Advisor in Public Administration			
SUBTOTAL-3 (exclusive of any taxes) – Total Cost of Relocation				\$

TOTAL 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 $4,600,000 \text{ million} \times \frac{\% \text{ of mark-up}}{(1 + \% \text{ of mark-up})}$	FIN-1B = \$ _____
BUDGET SET-ASIDE FOR OTHER PERSONNEL* AND CONTRACTORS	\$4,600,000 million, including the administrative mark-up.

*When an employee is added during the contract, Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the 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

ITB# 10.4	Description	Units	\$, Per Unit	Sub-total, \$
a	Travel and Living Transportation Meals, and private vehicle Visa costs Accommodation Other*			
b	Purchase and Transportation costs for Equipment Supplies			
c	Communication costs			
d	Translation and reproduction costs			
e	Bank charges			
f	Local Support Staff			
g	Allowances for DFATD award students and trainees			0.00
h	Expenses of Counterpart personnel			
i	Field Office Expenses Office Vehicles Other			
j	Training Expenses Tuition Textbooks and Manuals Rent of training facilities Presentation equipment and supplies			
k	Reimbursable expenses for other personnel and contractors (technical experts)			3,400,000
l	Costs related to computer and reprographic equipment for recipients.			500,000
	Grand Total			

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

Section 4. Terms of Reference

Project Description

Acronyms

APP	Annual performance project
APR	Annual performance report
AWP	Annual work plan
BOM	Organization and methods bureau
BOS	Operational ESP monitoring bureau
BS	Budget support
CB	Capacity building
CB-TEPSI Project	Capacity-building project, ten-year education program support initiative
CLM	Malnutrition unit
CNRF	National land reform council
DEEG	Gender equality and equity directorate
DFATD	Foreign Affairs, Trade and Development Canada
DMG	Mining and geology directorate
ECOWAS	Economic Community of West African States
EITI	Extractive Industries Transparency Initiative
ESP	Emerging Senegal Plan
GBS	General budget support
GPE	Global Partnership for Education
GWG	Gender equality and the empowerment of women and girls
HRM	Human resources management
IA	Educational institutions board
IEF	Education and training board
LM	Logic model
MAER	Ministry of Agriculture and Rural Infrastructure
MEDD	Ministry of the Environment and Sustainable Development
MEFP	Ministry of the Economy, Finance and Planning
MEN	Ministry of National Education
MEPD	Multi-year expenditure programming document
MFEF	Ministry of Women, Children and Families
MFPAA	Ministry of Vocational Training, Apprenticeship and Crafts
MFPREERSP	Ministry of the Public Service, Downsizing and Renewal
MIM	Ministry of Industry and Mining
OFNAC	National office to combat fraud and corruption
PAQEEB	Basic education quality and equity improvement program
PAQUET	Quality, equity and transparency improvement program
PFM	Public financial management
PIP	Project implementation plan
PMF	Performance measurement framework
RBM	Results-based management
RFP	Request for proposals
SBS	Sector budget support
SE/CNSA	Executive secretariat of the national food security council
TA	Technical assistance
TA-ESP Project	Technical assistance project to support the implementation of the Emerging Senegal Plan
TFP	Technical and financial partner
UEMOA	West African Economic and Monetary Union
VTT	Vocational and technical training
WB	World Bank

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1. Project context

1.1 Summary

Foreign Affairs, Trade and Development Canada's (DFATD's)⁷ development assistance interventions in Senegal are intended to help improve the lives of the Senegalese people, mainly by supporting the Senegalese government in implementing its economic and social development plan, the Emerging Senegal Plan (ESP). Canadian assistance in Senegal is largely implemented through budget supports (BSs), which are managed by the Senegalese government using its own public financial management (PFM) systems and procedures. It is in this context that DFATD is establishing the technical assistance project to support the implementation of the ESP (TA-ESP Project), with a view to strengthening the capacity and performance of Senegal's public administration and thereby improve the effectiveness of the BSs and minimize the fiduciary risks generally associated with that funding method.

DFATD currently has two conditional BSs in Senegal: a sector budget support (SBS) in education and vocational and technical training (VTT), which supports the implementation of the national education and training policy; and a general budget support (GBS), whose conditions focus specifically on food security and nutrition, and on sustainable economic growth, with an emphasis on PFM, agriculture and the extraction sector.

The TA-ESP Project (the Project) focuses on PFM technical assistance or capacity building (CB) (budget management, accounting, contracting, control, and some aspects of human resources management (HRM)) for four sectoral ministries, and on strengthening the institutional frameworks for ESP policies and programs⁸ in the areas targeted by Canadian BSs. The Project will therefore help to build the capacities of the ministries and other government organizations concerned to manage public funds and to deliver quality services more efficiently, with a view to contributing to the more effective implementation of the ESP, and the policies and programs associated with Canada's areas of intervention and priorities in Senegal.

The four sectoral ministries targeted by the Project for PFM CB are National Education (MEN), Vocational Training, Apprenticeship and Crafts (MFCAA), Agriculture and Rural Infrastructure (MAER) and Industry and Mining (MIM). Other government organizations may also benefit from ad hoc TA activities to the extent that they play a key role in implementing the Project's activities in the four sectoral ministries and areas targeted for achievement of Canadian BS objectives. The other consideration will be the alignment with priorities under Canada's feminist international assistance policy.

1.2 National context

Senegal has been a parliamentary democracy since 1960 and is a model of political stability in West Africa. It is one of the few countries in Africa that has never had a coup d'état. The democratic transition of power following the 2000 and 2012 presidential elections demonstrated the maturity of Senegal's people and institutions, and a commitment to the democratic system. Senegal has a vibrant civil society, with effective organizations, a diverse free press that is independent of government and a dynamic private sector. The government's commitment to promoting good governance is largely due to these factors.⁹

Senegal's population is estimated at nearly 14 million and life expectancy is 66.5 years. There are significant regional disparities, with 55% of the population living in rural areas and 54% of the urban population living in Dakar. The country's population is young: an estimated 62% of Senegalese are under the age of 25, and 42.6% under 15. Lack of access to education, training and good employment opportunities present many challenges for the younger age groups. Women make up just over half the total population and 51.5% of the labour force.¹⁰ Senegal ranks 108th out of 128 countries on the Women's Economic Opportunity Index. Even today, women and girls are generally disadvantaged with respect to access to basic social services and the factors of production. Employment, especially

⁷ Note that DFATD is now known as Global Affairs Canada. Since the name is in the process of being changed for legal documents, we have kept DFATD to avoid confusion.

⁸ Refers to a set of instruments (laws, decrees, codes, policies, strategies, outcomes and monitoring/evaluation frameworks, etc.) that guide government actions.

⁹ Since taking office, President Sall has stated in his speeches that he intends to govern in a sober, virtuous manner.

¹⁰ According to the 2013 population census.

youth employment, is the top priority for Senegalese households. The participation rate is estimated at 65.2% for the 15-and-over age group.¹¹

Between 1995 and 2005, the poverty rate dropped significantly in Senegal, from 68% to 48%. Since 2006, however, there has been only a marginal decline in poverty, as the rate stood at 46.7% in 2011. Senegal ranked 170th out of 188 countries on the United Nations Human Development Index in 2015, down from 163rd out of 187 countries in 2014.

Some indicators are showing considerable progress in terms of social development, although there remains much to be done. In education, for example, the gross primary enrolment ratio rose from 67.2% in 2000 to 93.0% in 2013. In 2015, Senegal achieved the first Millennium Development Goal (MDG-1), which was to halve the national proportion of people suffering from hunger between 1990 and 2015.

Economically, Senegal is in the World Bank's lower middle-income category. Between 1995 and 2005, its economic performance was very strong. During that period, GDP grew at an annual rate of 5%. Nevertheless, its growth performance remained below the average for members of the West African Economic and Monetary Union (UEMOA) and the Economic Community of West African States (ECOWAS). Between 2006 and 2013, growth averaged a sluggish 3.4% annually. According to the ESP, this situation is due to the fact that economic institutions were unable to capitalize on opportunities and maximize the country's economic potential. Progress was made in 2014, as the growth rate increased to 4.3%. The estimated growth rate for 2015 was 6.5%.

With regard to the business environment, Senegal was one of the most improved economies in the areas covered by the World Bank's 2016 "Doing Business" report.¹² It was one of the top reformers for a second consecutive year, and its score was up three points from 2015, which raised its rank to 153rd out of 189 economies. This success was based on strong performance in job creation, getting credit, trading across borders, and resolving insolvency. Nevertheless, these numerous efforts have not yet led to deep structural reforms, and the lack of reform continues to have negative effects on the economic environment. Senegal's business environment performance lags behind that of its main competitors in the sub-region. For example, Ghana ranks 114th and Côte d'Ivoire 142nd. To improve its business environment and raise its ranking, Senegal will have to continue making significant efforts in the areas of electrical hookups, property transfer, protection for minority investors, tax payments and land management, in particular. The public administration will also have to continue its efforts toward such goals as improving transparency, being more efficient in business services (automation of administrative procedures, etc.), and being consistent in regulating companies.

Substantial improvements have nevertheless been made in the public administration in recent years. The anti-corruption apparatus has been enhanced with the establishment of the national office to combat fraud and corruption (OFNAC), and the revival of the court of repression of illicit enrichment. In addition, in 2012, Senegal adopted a PFM transparency code, which sets out principles for ensuring the transparent, effective and optimal management of public resources. The emphasis is on facilitating public access to information about budget choices and on the integrity of the key people responsible for implementing the budget. Today, most budget documents and documents dealing with the management of public funds are accessible to the people so they can find out more about how public funds are allocated and spent. In particular, the code led to the 2014 adoption of a law on asset disclosure by managers of public funds. Lastly, Senegal has made significant progress on Transparency International's Corruption Perception Index, climbing from 112th out of 175 countries in 2011 to 69th in 2014.

1.3 Emerging Senegal Plan

In 2014, the Senegalese government adopted the Emerging Senegal Plan (ESP), a national economic and social development plan aimed at positioning Senegal as a middle- or upper middle-income country by 2035. The ESP has three main pillars, which are detailed in a five-year strategy covering the 2014–2018 period:

- transformation of the country's production structure to support economic growth;

¹¹ According to the national employment survey conducted by the national statistics agency in 2015.

¹² The "Doing Business" report is a study that the World Bank Group has carried out annually since 2003 to measure what business regulations cost private companies. Each year, the report provides a detailed analysis of the costs, requirements and procedures that a specific type of private firm has to deal with in each country, and it shows how the countries rank in relation to one another. The study is also supported by an extensive communications campaign. The rankings draw attention to countries and leaders that are making reforms.

- sustainable human development with a significant improvement in people's living conditions, a reduction in social disparities, preservation of natural resources and emergence of viable regions;
- improvement of every facet of governance, including PFM and modernization of the public administration.

The third pillar, improvement of good governance practices, is particularly important and strategic in that it underpins the achievement of the goals of the ESP's other two pillars.

One of the ESP's major policy directions is the improvement of PFM, one of the current CB project's two objectives. The desired improvements include rigorous management of public resources, alignment of public spending with development priorities, effectiveness of public spending, ethics and transparency in public management, and promotion of accountability. This policy direction is heavily influenced by the introduction of new PFM directives from the UEMOA. The ESP's goal of improving good governance practices also involves strengthening the institutional frameworks associated with policies and programs, which is the current CB project's other objective.

1.4 Connection with Canada's development assistance program in Senegal

DFATD's development assistance investments in Senegal are intended to enhance the country's economic and social development in an inclusive, sustainable manner. Canadian cooperation in Senegal is part of Canada's commitment to help those who are poorest and most vulnerable, and thereby to improve the well-being of the Senegalese population. Canada's activities notably include supporting the Senegalese government in implementing the ESP. Canada's support is always based on its development assistance priorities. It should be noted that 2016 was a pivotal year for consultations, and Canada conducted a broad international assistance review. The results of these public consultations were concluded by the announcement in June 2017 of the Canada's feminist international assistance policy¹³.

With regard to the future of children and youth in Senegal, Canada currently supports basic education, vocational and technical training, and the protection of children in school, especially girls. These efforts help to advance the priorities set out in the ESP and in the quality, equity and transparency improvement program (PAQUET), which is the national education and training plan for the 2013–2025 period.

With regard to food security and nutrition, the goal of Canada's development assistance is greater modernization of agriculture and the agri-food industry to stimulate the rural economy, enhance food security and prevent malnutrition. These objectives are currently being pursued through sustainable increases in agricultural production, the development of agricultural products and improvement of nutrition by strengthening women farmers' capacities.

To promote sustainable economic growth in Senegal, DFATD has so far concentrated on two components: public financial management, and the extractive sector as a source of economic and social development. In the area of PFM reform, DFATD is paying particular attention to transparency, accountability and the campaign against corruption, and, in general, the effective implementation of the UEMOA's new PFM directives. For the extractive sector, DFATD essentially supports the Senegalese government's efforts to achieve efficient, transparent, sustainable management of this emerging sector.

Canada's development assistance program is administered in partnership with the Senegalese government, various multilateral and non-governmental organizations (NGOs), including Canadian ones, and the private sector. In 2014–2015, public development assistance from Canada to Senegal (all channels combined) was an estimated \$85.52 million, which makes Canada one of Senegal's five largest funding providers.

A large portion of this aid is delivered through conditional budget supports (BSs) to the Senegalese government, which is responsible for managing the funds using its own PFM procedures and systems. Operational Canadian BSs in Senegal include an education and VTT SBS worth \$125 million over five years (2014–2018). Canada also funds a GBS of \$50 million over five years (2016–2020) whose conditions focus specifically on food security and nutrition, and on sustainable economic growth, with an emphasis on PFM, agriculture and the extractive sector. The common threads running through the

¹³ <http://www.international.gc.ca/gac-amc/campaign-campagne/iap-pai/index.aspx?lang=eng>

two budget supports are gender equality and the empowerment of women and girls (GWG), the environment and governance.

Governance issues are a key component of certain initiatives in DFATD's priority areas for Senegal, including education, and agricultural and rural development. Some of the projects that Canada funds in Senegal also use Senegal's national PFM procedures and systems: the textbook procurement component of the Senegalese public school investment program (PIEPS), worth \$20 million over the 2014–2018 period; the equipment component of the project to grow the private sector through education for employment (ESP/EPE), worth \$8 million between 2015 and 2021; the Casamance economic development support program (PADEC), worth \$20 million between 2009 and 2018; the Niayes economic and land development program (PADEN), worth \$20 million between 2010 and 2019; and the basic education teacher training project/skills-based approach (FEEB/APC), worth \$20 million between 2009 and 2015 (recently ended).

This is the context in which DFATD is establishing the TA-ESP Project. This Project is part of Canada's efforts to improve the effectiveness of its BSs and the management of the fiduciary risks associated with this funding method, which uses the national PFM procedures and systems. To this end, the Project focuses on PFM technical assistance and capacity building (budget management, accounting, contracting, control, and some aspects of HRM) for four sectoral ministries. It also focuses on strengthening the institutional frameworks for ESP policies and programs¹⁴ in the areas targeted by Canadian BSs. The Project's activities will help to improve the capacities of the four targeted ministries in terms of managing public funds and delivering quality services more efficiently, which will increase the effectiveness of Canadian BSs in support of the ESP. This Project will help to advance Canada's international assistance priorities,¹⁵ including the empowerment of vulnerable groups, particularly women and girls, and local ownership of their development.

2. Current situation

2.1 Public financial management reforms

In 2003, Senegal began a process to reform its public financial management in response to recommendations made in various international performance evaluations of its systems and procedures.¹⁶ These reforms are enhanced by the adoption of new directives from the UEMOA to update the harmonized public financial framework in its member states. Although significant progress has been noted, many challenges remain in aligning Senegal's PFM with internationally recommended standards and practices, which is the aim of the UEMOA's new harmonized public financial framework directives.¹⁷ The directives are intended to steer PFM toward improved public spending effectiveness, budget allocation that is more closely aligned with public policy, transparency, managerial accountability, attention to users, citizens and taxpayers, and improved quality of services provided to them. The recommended reforms are about performance and accountability.

The entire Senegalese public service needs to concentrate on the task of implementing, by 2019, major reforms and innovations based on the new public management regime introduced by the UEMOA's new harmonized public financial framework directives. The implementation of the new directives will introduce two main types of innovations: budgetary innovations and accounting innovations. Full and effective implementation of the budgeting directives, which will introduce the program budget, the devolution of disbursement authority to the sectoral ministries and management control, is scheduled for 2019. Full implementation of the provisions concerning rights-and-obligations accounting is also slated for 2019. These accounting innovations will enable the transition from cash accounting to accrual accounting based on the rights-and-obligations principle. They will introduce cost analysis and the use of corporate-style financial statements.

The Ministry of the Economy, Finance and Planning (MEFP) has a budgetary and financial reform plan that is updated regularly. This plan consolidates all PFM reforms, including the implementation of the UEMOA's new directives in this area. The Project will support the execution of the plan for the

¹⁴ Refers to a set of instruments (laws, decrees, codes, policies, strategies, outcomes and monitoring/evaluation frameworks, etc.) that guide government actions.

¹⁵ Note that Canada has held consultations on revising these development assistance priorities. Canada has a new Feminist international assistance policy : <http://www.international.gc.ca/gac-amc/campaign-campagne/iap-pai/index.aspx?lang=eng>

¹⁶ The World Bank's Country Financial Accountability Assessment (CFAA) and Country Procurement Assessment Report (CPAR), and the OECD's Public Expenditure and Financial Accountability (PEFA) assessments (<https://pefa.org/>).

¹⁷ <http://www.finances.gouv.sn/index.php/economie/110-reformes-des-politiques-et-programmes-de-l-uemoa-le-senegal-bon-eleve-de-l-uemoa>.

implementation of the UEMOA's new directives in the four target ministries for all management functions concerned: budget management, accounting, control, contracting and some aspects of HRM.

The UEMOA's new PFM directives call for a transition from a means-based system to a results-based system, with the development of program budgets. For the sectoral ministries, this translates into the development or updating of their sectoral policy letter,¹⁸ translation of these reference frameworks into logic models and performance measurement frameworks, and the breakdown into programs. The ministries will have to operationalize these reference frameworks in a multi-year expenditure programming document (MEPD) over three years and an annual performance project (APP) aimed at closer alignment of budget forecasts with expected outcomes. At year-end, the ministries will also have to produce an annual performance report (APR). These documents will help to improve budget preparation and credibility, as well as accountability. The MEFP currently exercises most of the functions of executive authority over financial and budget matters. Under the new directives, the MEFP's missions regarding preparing and administering the finance laws will essentially be limited to summarizing, regulating and scoping the budget. In particular, the Project will have to assist and support the target ministries in the development, deployment and use of various planning, programming and budgeting methods and tools for operationalizing the new directives.

With the reforms, the control function will also be strengthened in the ministries, as well as in Parliament and the Court of Accounts. The National Assembly will be better informed through more comprehensive and more detailed documentation on the budget and the policies it implements and will have to play a larger role in monitoring and implementing the finance law. The Court of Accounts will also have a greater role in supporting Parliament. Monitoring of the new disbursement authorities (sectoral ministries) by the Court of Accounts will be enhanced and extended to include management errors, performance monitoring and opinions on the ministries' annual performance reports. The Court of Accounts will be empowered to monitor the outcomes of the ministries' programs and assess their effectiveness and efficiency. Accordingly, the target ministries will have to enhance (or in some cases, introduce) the internal control system in their administrations to manage PFM risks and to meet the new requirements in the UEMOA's reforms. The Project will have to help strengthen internal control in the four target ministries and introduce true management control in connection with the UEMOA's PFM reforms.

The innovations arising from the UEMOA's PFM reforms will also lead to major changes in the management function in the sectoral ministries. In the future, the MEFP will only be the disbursement authority for its own credits, and each ministry will become the disbursement authority for its own budget. Hence, many changes are to be expected to the roles and responsibilities of managers in the sectoral ministries. Managers will have greater leeway in developing their respective budgets, more flexibility in managing financial and human resources, and greater monitoring authority over the organizational units responsible for executing programs. Conversely, they will also be accountable for the quality of their management in achieving the objectives they are given. One of the major changes that will require significant adjustments by managers in the area of HRM is the introduction of specific credits for budgeting personnel expenditures. The Project will have to support the training of managers so they will be accountable and capable of taking on their new roles and responsibilities.

The PFM reforms also concern the management of public contracting. In 2007, Senegal embarked on a process to revise its national contracting systems and procedures with a view to improving the public procurement system. Today, the system is considered to be generally consistent with internationally accepted principles and practices.¹⁹ The Public Contracting Code was revised in 2014,²⁰ giving more power to the internal contracting systems of the sectoral ministries. Some adjustments may be required to meet the new requirements of the UEMOA's reforms, especially in connection with the deconcentration of disbursement authority. For example, the sectoral ministries are expected to have significant CB needs, as they are already dealing with a lack of contracting performance. The structures of the ministries involved in contracting management are generally under-resourced and lack the capacity to properly fulfil their missions. They have a shortage of human resources and a high staff turnover rate. In addition, the existing staff consist mainly of public administration middle managers, who do not have the basic training needed for contracting management. The Project will support the target ministries in CB for the contracting structures so that

¹⁸ The sectoral policy letter is the policy reference framework for a sector.

¹⁹ According to the latest review of the system, carried out in 2011 using OECD methodology (<http://www.oecd.org/>).

²⁰ <http://www.marchespublics.sn>.

they can carry out their missions efficiently while taking into account the ministries' new contracting responsibilities under the UEMOA's reforms.

The following are a few examples of TA mandates that could be carried out under the Project, based on the priority needs identified, in one or more of the four target ministries:

- i. TA to the target ministries to improve strategic planning capacities with a view to operationalizing the UEMOA's new PFM directives. This TA could cover the development, deployment and use of various work tools and methodologies.
- ii. TA to the target ministries to improve results-based budgeting capacities with a view to operationalizing the UEMOA's new PFM directives. This TA could cover the development, deployment and use of various work tools and methodologies.
- iii. TA to assist the ministries in assuming their new budget disbursement role, with all the changes that will involve.
- iv. TA to the ministries for the introduction of genuine management control to maintain continuing operational steering based on the achievement of the expected outcomes, resource optimization and risk management.
- v. TA to improve the HRM capacities of managers in the target structures (for example, with a view to planning HR needs on the basis of competency profiles addressing expected outcomes, or carrying out HRM based on performance criteria, etc.).
- vi. TA to equip the ministries with tools and methodologies for better control of staffing levels and payroll with a view to complying with the new PFM reform requirements.
- vii. TA to support the development or enhancement of contracting management tools (procedures manuals, contract tracking system, archiving system, standardized RFPs, etc.) to make the work more effective and efficient.

2.2 Strengthening of the institutional framework for ESP policies and programs

To successfully implement the ESP and the PFM reforms, Senegal will also have to strengthen the institutional frameworks associated with its policies and programs.

Among other things, this entails the development or revision of a number of guidance documents (laws, decrees, codes, policies and strategies) to align them with the ESP's objectives and expected outcomes, and the reforms that Senegal has undertaken, including the UEMOA's PFM reforms. It also entails the translation of these guidance documents into outcomes frameworks and monitoring/evaluation frameworks.

In this context, the ministries are required to revise their sectoral policy letters on the basis of the ESP's directions and other recent international commitments. As mentioned above, these sectoral policy letters will have to be broken down into programs in accordance with the UEMOA's new PFM directives, and then translated into reference frameworks, including outcomes frameworks (logic models) and monitoring/evaluation frameworks (performance measurement frameworks). Subsequently, the ministries will have to operationalize these reference frameworks in an MEPD and an APP to ensure better alignment between budget forecasts and expected outcomes. Monitoring/evaluation in the public service also has to be strengthened in order to help improve the implementation of public policy.

Over the next few years, a set of guidance documents will have to be developed or revised for the four ministries and the areas targeted by Canadian BSs. A few examples of areas where the Project may be required to provide TA or CB are presented below.

The Project may be required to provide specialized expertise for the development or revision of sectoral guidance documents (policies, strategies, etc.) or RBM expertise for the translation of those guidance documents into outcomes frameworks (logic models) and monitoring/evaluation frameworks (performance measurement frameworks). Subsequently, the ministries will have to operationalize these reference frameworks in an MEPD and an APP to ensure better alignment between budget forecasts and expected outcomes. The Project may also be required to build the capacities of the structures responsible for planning and monitoring/evaluation in the four target ministries.

The following are a few examples of TA or CB mandates that could be carried out under the Project, based on the priority needs identified, in one or more of the four target ministries:

- i. TA or CB to support the target ministries in developing or revising policies or strategies.

- ii. TA or CB to provide RBM expertise for the development or updating of outcomes frameworks and monitoring/evaluation frameworks.
- iii. TA or CB to build the capacities of the structures responsible for planning and monitoring/evaluation in the target ministries.

2.3 Ministries targeted by the Project

The TA-ESP Project targets the four sectoral ministries that are particularly affected by Canadian BSs: the MEN and the MFPAA for the education and VTT SBS; and the MAER and the MIM for the GBS, which focuses in particular on food security and nutrition, and on sustainable economic growth, with an emphasis on PFM, agriculture and the extractive sector.

2.3.1 MEN and MFPAA

The education and training sector in Senegal manages a large share of the public funds. For a number of years, the government has been allocating more than 30% of public non-debt service operating expenditures to this sector each year (for all levels, from preschool to higher education). In addition, the credits allocated to the sector changed substantially between 2000 and 2013, with an average annual growth rate of about 13%. However, funding for the sector is suffering from a number of imbalances, which relate in part to the excessively high proportion of personnel expenditures (70% to 80% of the budgets of ministries with more than 90,000 employees) compared with operations/maintenance and investment expenditures, and to poor intrasectoral and intersectoral allocation of expenditures for elementary and higher education. The main directions for education and training are documented in a sectoral policy letter covering the 2013–2015 period. The 2013–2015 quality, equity and transparency improvement program (PAQUET)²¹ is the policy's operationalization framework. A process to update these two documents is under way particularly in light of the results of the 2014 *Assises de l'éducation et de la formation* [education and training conference], the ESP's orientations, Act III on decentralization, the UEMOA's PFM reforms and post-2015 international education commitments (Agenda 2030).

The MEN and the MFPAA have been receiving technical assistance to build their PFM and HRM capacities in connection with the Canadian SBS for just over three years, through the capacity-building project of the ten-year education program support initiative (CB-TEPSI), funded by Canada. The CB-TEPSI worked on building the capacities of the two ministries at the level of the same management functions as those targeted by the TA-ESP Project. Significant progress has been made, particularly in budget management, contracting (especially with regard to the procurement of school textbooks), internal control and HRM, in connection with the UEMOA's new PFM directives. As a result of the support provided by the CB-TEPSI Project, the MEN and the MFPAA are among the ministries that are best prepared for the implementation of the UEMOA's reforms. However, although the two ministries will already have received substantial support to prepare for the coming into force of the new directives in 2019, other types of support may be needed. The CB-TEPSI Project has produced a number of organizational diagnoses and capacity-building plans for various structures targeted by the TA-ESP Project, and a number of work tools/methodologies/guidelines that may serve as a basis for updating the TA or CB needs for the development of the PIP. For example, this project through the support of the MEN and the MFPAA in terms of the management of human resources has contributed to increase the number of women in decision making positions in the education and training sectors.

Since the majority of the TA or CB activities have so far been for the central level, more effort will have to be made to support the education system's deconcentration process, as the Senegalese government specified in the most recent general policy letter for the education and training sector. Some PFM CB activities have been carried out for the deconcentrated structures of the MEN and the MFPAA (educational institutions boards (IAs) and education and training boards (IEFs)) over the past two years under the basic education quality and equity improvement program (PAQEED), which is financed by a multi-donor fund whose contributors include the WB, the Global Partnership for Education (GPE) and Canada. However, this support is quite limited, and a significant effort will be needed over the next few years to make the sector's deconcentration process effective. The MEN and the MFPAA are currently developing a budgeted implementation plan for deconcentrating the sector over five years, which may serve as a guideline for determining priority CB activities for the IAs and IEFs under the TA-ESP Project.

Since the CB-TEPSI and PAQEED initiatives are coming to an end, the TA-ESP Project will ensure CB continuity for the MEN and MFPAA by consolidating skills and integrating the lessons learned

²¹ <http://www.gouv.sn/Programme-d-Amelioration>.

from the two projects, with a view to perpetuating the new practices in the recipient government structures. As CB is a laborious, long-term process, substantial effort will be needed over the next few years to ensure that the two ministries achieve efficient, optimal management of the public resources under their responsibility. The other two ministries targeted by the TA-ESP Project may also benefit from the experience acquired in the CB-TEPSI and PAQEEB, in particular by gaining access to certain previously developed work tools, which will help to create economies of scale.

The TA and CB needs of the MEN and the MFPAA, which will remain substantial at the end of the CB-TEPSI Project, at both the central and deconcentrated levels, are mainly in the areas of budget management, accounting and some aspects of HRM associated with the implementation of the UEMOA's reforms. The two ministries will also certainly have some additional support needs to achieve full control over their staffing levels and payroll, in coordination with the MEFP and the Ministry of the Public Service. Furthermore, the two ministries continue to face significant challenges associated with human resources shortages, skills shortages and the high rate of staff turnover in various key structures for TA or CB in management functions, which will have to be enhanced through the TA-ESP Project.

At the MEN, the other funding providers are not doing TA or CB at the moment in the areas targeted by the TA-ESP Project. At the MFPAA, however, the Project will have to continue working closely with Luxembourg, which plays a significant role in this ministry's TA or CB. DFATD is currently working in close cooperation with Luxembourg through a joint annual work plan concerning CB activities for the MFPAA. In addition, the MFPAA recently prepared a CB plan through a comprehensive participatory exercise, which should also serve as a basis for the development of the TA-ESP Project's PIP.

2.3.2 Ministry of Agriculture and Rural Infrastructure (MAER)

The MAER has a key role to play in achieving economic and social development outcomes in Senegal under the ESP. Its mission is to promote the sustainable development of agriculture, particularly with a view to ensuring food security and improving rural populations' standard of living.

It is responsible for putting in place a cohesive strategic planning framework for the steering and monitoring/evaluation of agricultural policies, strategies and programs. In this regard, the MAER is responsible for implementing strategies and programs to increase and secure agro-outputs and improve their quality. It is also responsible for promoting agricultural diversification, and for identifying and developing lucrative agricultural industries. In addition, it ensures that quality inputs, including seed and fertilizer, are available.

The MAER's budget has increased regularly since 2011, rising from 6.1% of the non-debt service budget in 2011 to 8.7% in 2014, with an increase in its credits of about 43% over the same period. Investments, which make up an average of 90% of its budget, are mostly transferred to independent agencies whose direction, drive, supervision, monitoring/evaluation and control require more effective management by the MAER.

Although its budget has increased in recent years, the MAER still has serious weaknesses in the capacities of its PFM and HRM structures and of structures responsible for developing and implementing the institutional framework and programs. In addition to these challenges, there is the expected loss of about 50% of its workforce by the end of 2016 (retirements, resignations, etc.). The MAER is responsible for managing about 500 employees; in general, it is experiencing an overall staff shortage at various levels for carrying out the missions and tasks devolved to its structures. As in the case of the education system, the MAER's TA or CB needs relate to personnel at both the central and deconcentrated levels. To address these weaknesses, the MAER will have to undertake a reform of its institutional framework for managing its policies and programs. It will also have to complete the reforms arising from the implementation of the UEMOA's new PFM directives, including the introduction of program budgets. In particular, the MAER will need CB to ensure that it is better able to play its role as a major actor in steering the sector, notably in association with the executive secretariat of the national food security council (SE/CNSA) and the malnutrition unit (CLM). Since other funding providers, including USAID, the European Union and Japan, cover some of the MAER's TA or CB activities, the TA-ESP Project will have to coordinate its actions and intervention strategies effectively and ensure that they are complementary.

2.3.3 Ministry of Industry and Mining (MIM)

A relatively new actor in Senegal's extractive sector, DFATD has worked over the past year to form relationships with the teams responsible for the mining portfolio within the Ministry of Industry and Mining (MIM)²² so that it could gain a clearer understanding of the sector's needs and priorities and find intervention opportunities. At the moment, there are no funding providers working on CB for the ministry's three mining directorates. To date, DFATD's cooperation in the sector has been mainly on the Extractive Industries Transparency Initiative (EITI), apart from a few initiatives of the department's development innovation partnership, including the creation of the Vancouver-based Canadian International Institute for Extractive Industries and Development, whose goal is to establish sound governance in the sector. A TA or CB intervention is entirely appropriate for the ministry in order to give this sector real impetus in Senegal, particularly in a context where a number of structuring activities are currently under way in the MIM. For example, in accordance with the commitments set out in the ESP, the MIM updated its mining code in 2016 to ensure a more equitable distribution of the revenues between investors, the state and communities. The ministry also subsequently initiated development of its sectoral policy letter, an exercise supported by Canadian cooperation through funding provided to the École polytechnique de Montréal. The development of these institutional frameworks should facilitate this sector's lasting emergence by stimulating the national economy and encouraging the development of mining communities. However, in parallel with these efforts, the ministry also needs to build its management, planning and budget control capacities and deal with HRM issues. It needs to enhance its governance approaches, restructure its operations and show more transparency in managing the sector.

The MIM manages a modest annual budget compared with the MEN, the MFPAA and the MAER; its budget generally amounts to less than 0.5% of the government's total budget. The MIM has many organizational weaknesses, which lie in budget management, HRM, and the ministry's structure and organization. Some structures that have management functions and need strengthening by the Project have serious human resource shortages, both quantitative and qualitative. In October 2013, the teams responsible for the mining portfolio in the ministry consisted of fewer than 50 employees in Dakar and about 100 employees working from regional offices. The DMG is also suffering from desperate shortages of logistical resources, equipment and systems at the national and deconcentrated levels. The multiple institutional weaknesses need to be addressed to help Senegal to manage this emerging sector effectively, transparently and sustainably. Like all the other ministries, the MIM will also have to implement the reforms arising from the UEMOA's new PFM directives, including the introduction of program budgets. However, because of the ministry's small size (in terms of workforce and budget, particularly if we compare it with the other three target ministries), the support program will have to be much more modest than those that will be developed for the other ministries targeted by the Project.

2.4 Support from technical and financial partners

Technical and financial partners (TFPs) are assisting the Senegalese government at every work site to improve good governance practices. In particular, they are monitoring the implementation of reforms and holding a policy dialogue with the country's authorities on crucial issues of good governance. They are making their budget supports conditional, in part, on the enhancement of good governance. Most importantly, they are funding CB projects for the benefit of the Senegalese public administration, including the following:

- World Bank support for the implementation of the UEMOA's PFM directives;
- support from the UEMOA commission for the implementation of reforms in public finance;
- support from the UNDP's Le Pôle for budgeting based on national policies, oversight and external auditing;
- support from Luxembourg's cooperation agency for the introduction of program budgeting;
- support from USAID for the implementation of the public financial management transparency code;
- targeted supports from the European Union for the implementation of the transparency code's principles and of the UEMOA's PFM directives;
- IMF support through the Policy Support Instrument (PSI). The PSI monitors the macroeconomic framework and provides assistance in near- and medium-term structural reforms, including the enhancement of PFM and governance;

²² The MIM has seven directorates, three of which relate to the mining portfolio: the mining and geology directorate (DMG); the mining operations monitoring and surveillance directorate (DCSOM); and the prospecting and mine development directorate (DPPM).

- support from Canada through technical assistance projects to improve budget management, budget transparency, internal control, and cash management, particularly in the MEN and the MFPAA.

3. Expected outcomes

The main objectives of the TA-ESP Project are to contribute to achieving the ESP's outcomes and to mitigate the fiduciary risks associated with budget support mechanisms. To that end, the Project will provide PFM capacity-building²³ for the four target sectoral ministries (MEN, MFPAA, MAER, MIM)²⁴ and support the strengthening of the institutional framework for ESP policies and programs²⁵ in the areas targeted by Canadian BSs.²⁶ The Project will therefore help to build the capacities of the ministries and other government organizations concerned to manage public funds and deliver quality services more efficiently, with a view to contributing to the more effective implementation of the ESP and the policies and programs associated with Canada's areas of intervention in Senegal.

Implementation of the TA-ESP Project is expected to have short-term effects on the effectiveness and efficiency of the structures involved in the management of public funds and public policies in the target ministries, while supporting constructive medium-term reforms concerning PFM and the implementation of institutional frameworks. The strategy used in the Project must encourage the enhancement of national systems and procedures, the assimilation of reforms, and the durability of the outcomes.

The Project will work toward the following expected outcomes.

Ultimate outcome: An emerging Senegal in 2035 with a united society governed by the rule of law (ultimate goal of the ESP)

The TA-ESP Project aims for the same ultimate outcome as the ESP: an emerging Senegal in 2035 with a united society governed by the rule of law.

Intermediate outcome 1100: Public funds managed efficiently in the four ministries targeted by Canadian budget supports²⁷

The Project's first major outcome is the more efficient, responsible and transparent management of public funds. The Project's activities must support the ministries in achieving greater control over and effectiveness in the use of public monies and greater value for public expenditures, whose purpose is to meet the needs of users, citizens and taxpayers. This outcome is the same as the objective of the UEMOA's PFM reforms. It is also the expected outcome of the MEFP's plan for financial and budget reforms.

Immediate outcome 1110: Improved public financial management capacities (budget management, accounting, contracting, control and some aspects of HRM), while integrating GE and environmental issues, in the four target ministries, at the central and deconcentrated levels

The Project will provide TA or CB to enhance the major functions of the new PFM inspired by the UEMOA's reforms in the four ministries targeted by Canadian BSs. Those functions are budget management, accounting, control, contracting and some aspects of HRM. The Project's supports will produce greater effectiveness in public spending, particularly through closer alignment between the ministries' programming, budgeting and policies, and through greater accountability for the use of funds and the outcomes achieved. More generally, the Project will support the implementation of the MEFP's plan for financial and budget reforms in the four ministries. This plan consolidates all PFM reforms, including the implementation of the UEMOA's new directives, and affects the various management functions targeted by the Project.

²³ The areas covered by the PFM technical assistance or capacity-building project are as follows: budget management, accounting, contracting, internal control, and some aspects of human resources management in connection with the new directives of the UEMOA's harmonized public financial framework.

²⁴ MEN: Ministry of National Education; MFPAA: Ministry of Vocational Training, Apprenticeship and Crafts; MAER: Ministry of Agriculture and Rural Infrastructure; MIM: Ministry of Industry and Mining. Other government organizations may be targeted, depending on Canadian development assistance priorities, where applicable.

²⁵ Refers to a set of instruments (laws, decrees, codes, policies, strategies, outcomes and monitoring/evaluation frameworks, etc.) that guide government actions.

²⁶ The areas covered by Canadian budget supports currently include, but are not limited to: education, vocational and technical training, food security and nutrition, and sustainable economic growth, with an emphasis on public financial management, agriculture and extraction. Other areas may be targeted, based on the implantation of the new Canada's feminist international assistance policy.

²⁷ MAER, MEN, MFPAA, MIM.

For the MEN and the MFPAA, the TA or CB must be provided at both the central and deconcentrated levels (particularly in the IAs and IEFs). Deconcentration of the sector is one of the government's major objectives for improving education and training services. For the MAER and the MIM, the TA or CB will be concentrated mainly at the central level, and any interventions at the deconcentrated level will have to be confirmed in the inception phase.

Examples of TA or CB activities for the target ministries are provided in section 2 (current situation). The specific supports that the Project must provide will be determined in conjunction with the ministries' recipient structures in the needs analyses that will be carried out during the inception phase and the annual planning periods leading to development of the AWP.

For all of the management functions supported, the Project must consider the entire chain of responsibility that may have an impact on the expected outcomes and the durability of the TA or CB outcomes in the four ministries. For example, if the Project supports the ministries in achieving greater control over staffing levels and payroll, this work will have to be done in close coordination with the MEFP and the Ministry of the Public Service. If the Project supports the four ministries in strengthening their internal and management control, the roles and responsibilities of the Court of Accounts and the state monitoring board in this TA or CB process will have to be taken into consideration. All of the budget management and accounting supports must be provided in close cooperation and coordination with the MEFP and under its leadership to ensure that all tools, methodologies and systems that are put in place under the Project or training courses provided are validated by the MEFP.

Intermediate outcome 1200: Improved performance in the areas targeted²⁸ by Canadian budget supports, particularly in the four target ministries

In the medium term, the Project's goal is to improve performance in the areas targeted by Canadian BSs. Hence, the Project's activities should help to improve the effectiveness of public action for the benefit of citizens and users. They must engage the ministries and other government organizations concerned in a performance process aimed at improving the effectiveness of public policies.

Immediate outcome 1210: Improved capacities for strengthening the institutional frameworks for ESP policy and program management, while integrating GE and environmental issues, in the areas and ministries targeted by Canadian budget supports

The Project will provide TA or CB to build the capacities of the MEN, the MFPAA, the MAER, the MIM and the other government organizations concerned in order to strengthen their institutional frameworks for policy and program management. The supports will be used for specialized ad hoc studies to help develop or revise strategic, regulatory and policy orientation documents and outcomes, and monitoring/evaluation frameworks. However, the specific supports that the Project must provide will be determined in conjunction with the recipient structures in the inception phase and the annual planning periods leading to the development of the AWP.

²⁸ Food security and nutrition, including agriculture; sustainable economic growth, with an emphasis on PFM, agriculture and the extractive sector; education and vocational and technical training. Other areas may be added, based on the new Canada's feminist international assistance policy.

LOGIC MODEL

Title	Technical assistance project to support the implementation of the Emerging Senegal Plan (TA-ESP)	No.	P-000956-1	Team leader	
Country/region	Senegal	Budget		Duration	5 years



²⁹ MAER, MEN, MFPAA, MIM.

³⁰ Food security and nutrition, including agriculture; sustainable economic growth, with an emphasis on PFM, agriculture and the extractive sector; education and vocational and technical training. Other areas may be added, based on the new Canada's feminist international assistance policy announced in June 2017.

³¹ Refers to a set of instruments (laws, decrees, codes, policies, strategies, outcomes and monitoring/evaluation frameworks, etc.) that guide government actions.

	<p>1114 Materials and equipment supplied in support of technical assistance activities carried out to build PFM capacities in the four target ministries</p>	<p>government organizations are better able to integrate GWG and environmental issues into their operations across the board</p> <p>1214 Materials and equipment supplied in support of technical assistance activities carried out to strengthen the institutional framework for ESP policies and programs in the four target ministries</p>
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4. Implementation approach for the TA-ESP Project

This Project will focus on the development, implementation and monitoring of CB programs in the four target ministries and other government organizations that have a role to play in making CB a success in the four ministries. Intervention by technical experts will cut across several ministries and several geographic organization levels (central and deconcentrated). The Project will have to do everything possible to provide CB at the individual, organizational and institutional levels. However, TA or CB activities at the individual level should only be a stepping stone to improving performance at the organizational and institutional levels.

The majority of the funds for TA or CB activities will be used for PFM capacity building. A smaller portion of the supports will be used to strengthen the institutional frameworks for ESP policies and programs. In addition to technical expertise, modest supports in the form of learning support materials/equipment (computer and photocopying equipment, for example) will also be supplied, if necessary, for the immediate purpose of achieving the expected outcomes through the TA activities provided. Furthermore, a budget envelope with a financial threshold may be set aside to meet ad hoc TA or CB requirements (unexpected requests) that are not included in the AWP's but who will help achieve the Project's objectives. This will enable the Project to remain flexible in view of the sometimes rapidly changing TA or CB needs in the course of implementing reforms for which it is difficult to predict all the supports that will be necessary one year in advance.

The Project will provide TA or CB in various forms to build recipient capacities, including training, coaching, consulting support, supports to develop or improve work tools/methodologies, and supports in the form of support materials and equipment. The specific types of supports for each output will be determined in the inception phase and the planning phases for the development of the AWP's. The Project will maximize the use of Senegalese TA or CB and make every effort to ensure that skills and knowledge are transferred to build the capacities of the Senegalese recipients.

Clearly, the Project will not be able to meet every need, and to be effective, it will have to concentrate, in agreement with the Senegalese authorities, on certain priorities to achieve the expected outcomes. It will also have to consider the outcomes of DFTAD's projects (especially the CB-TEPSI Project, but also the PAQEED) and other TFPs in TA or CB in the areas targeted by the TA-ESP Project to benefit from lessons learned, particularly in ministries for which DFATD has not yet done any CB work (the MAER and the MIM).

In conjunction with the recipients, the Project will

- i) identify, for the various management functions targeted, the main sources of ineffectiveness and inefficiency in current procedures, and target those on which it can have an impact in the short term, taking into account the comparative advantages of Canadian cooperation and other ongoing interventions;
- ii) for the various management functions targeted, intervene directly in the current system's areas of ineffectiveness and inefficiency at all levels of the chain of responsibility, including other government organizations that have an influence on the outcomes that can be achieved through the TA or CB delivered to the four target ministries under the Project. This will have to be carefully phased in because of resource constraints and limitations due to the absorption capacities of the chain of operations targeted;
- iii) initiate TA or CB actions with a structured approach and ensure completion of the skills and knowledge transfer to a large critical mass of public servants at the central and deconcentrated levels to promote the continuity of the TA or CB activities and the adoption of new management practices in the longer term.

5. Project organization/governance

5.1 Recipients

The TA-ESP Project is national in scope. The ultimate recipients are Senegalese women,³² men, young people and children, who will benefit from an improvement in their well-being due to increased efficiency in the management of public funds and greater access to quality services in the target areas.

The recipients are Senegalese government organizations and their staff members who are responsible for budget management, accounting, contracting, control, human resources management, policy and program frameworks, and the integration of gender equality and environmental issues into the four sectoral ministries targeted:

- Ministry of National Education (MEN)
- Ministry of Vocational Training, Apprenticeship and Crafts (MFPAA)
- Ministry of Agriculture and Rural Infrastructure (MAER)
- Ministry of Industry and Mining (MIM)

³² Special attention will have to be paid gender equality and the empowerment of women and girls.

Other government organizations may also benefit from ad hoc TA or CB activities to the extent that they play a key role in implementing the Project's activities in the four ministries and areas targeted to meet Canadian BS objectives.³³

5.2 Roles and responsibilities

5.2.1 Foreign Affairs, Trade and Development Canada (DFATD)

As Canada's representative, DFATD must ensure that its budget support commitments are met and lead to development activities that comply with Canadian standards and procedures. DFATD's project team in Dakar and at headquarters in Ottawa will be supported in its work by specialists and consultants employed by the Embassy of Canada to support its mandate in the field. The responsibilities of DFATD headquarters/field include the following:

- i) through the Embassy of Canada in Dakar, ensuring official communications with the Senegalese government and technical and financial partners (TFPs);
- ii) conducting a policy dialogue with the Senegalese authorities and TFPs;
- iii) approving the membership and modus operandi of the Project's technical and steering committees and co-chairing them;
- iv) liaising with the Consultant on all matters concerning the Project;
- v) analyzing and commenting on the project implementation plan (PIP), the annual work plans (AWPs), financial reports, annual performance reports and any project deliverable completed by the Consultant, and if necessary, suggesting changes before approving them through the steering committee;
- vi) overseeing the Project's progress in order to achieve the expected outcomes, and if necessary, making appropriate recommendations;
- vii) facilitating the coordination of activities arising from the implementation of any administrative arrangements that DFATD may reach with Canadian federal departments and agencies in order to provide sectoral expertise that complements the TA provided through this Project;
- viii) carrying out the Project's administrative and financial management to monitor and assess the Project's progress;
- ix) carrying out monitoring, evaluation and/or financial audit missions for the Project, as necessary;
- x) disclosing the Project's outcomes.

5.2.2. Consultant

The Consultant's mandate is described in Annex B (Consultant's Specific Mandate). The Consultant will be responsible—in close cooperation with the four target ministries and other government organizations concerned—for executing the Project effectively and efficiently in accordance with the principles of results-based management (RBM) and aid effectiveness. Its primary responsibility will be to mobilize the expertise required to fulfil the technical assistance mandates and achieve the expected outcomes. In this sense, the Consultant will ensure that the CB activities are carried out to enhance the four ministries' capacities for managing public finances and the institutional frameworks for the ESP policies and programs, while appropriately integrating GE and environmental issues. It will use and promote a participatory, proactive approach to ensure that all stakeholders play an active part in achieving the outcomes and to ensure the continuity of the Project's interventions.

5.2.3 Ministry of the Economy, Finance and Planning (MEFP)

As a potential beneficiary of the Project, the role of the MEFP is also to ensure the smooth operation of the Project's activities and to provide the agreed collaboration as this project is part of a much broader program for which the MEFP receives from the Government of Canada Budget support in support of the PES. The responsibilities of the MEFP include:

- i. co-chair the Project Steering Committee with the DFATD;
- ii. to participate in the Project Technical Committee for PFM activities, including activities eventually related to the implementation of the new UEMOA Guidelines within the four departments receiving TA or RC activities In the area of PFM;

³³ These organizations may include, but are not limited to, the following: the Ministry of the Economy, Finance and Planning (MEFP); the Ministry of the Public Service, Downsizing and Renewal (MFPRERSP); the organization and methods bureau (BOM); the operational ESP monitoring bureau (BOS); the malnutrition unit (CLM); the executive secretariat of the national food security council (SECNSA); the national land reform council (CNRF); the national committee on the Extractive Industries Transparency Initiative (EITI); the Court of Accounts; the national office to combat fraud and corruption (OFNAC); the Ministry of Women, Children and Families (MFEF); and the Ministry of Justice.

- iii. ensure close collaboration between its services and the Consultant in order to facilitate the proper implementation and follow-up of the Project, in accordance with MEFP standards, objectives and priorities with respect to the implementation of activities in the area of PFM;
- iv. in order to foster synergies and coordination, share with the Consultant and DFATD relevant information on any other initiative in support of the four ministries targeted by PFM TA or CR activities and related to implementation of UEMOA guidelines;
- v. participate in the planning of the Project (PIP, PMF and AWP);
- vi. keep abreast of TA or RC activities planned and carried out under the PFM Project and the implementation of UEMOA guidelines;
- vii. ensure the timely availability of the human resources of the MEFP required for the implementation of Project activities in accordance with the approved PIP and ATPs, and make available the officers involved in TA or RC activities or in support to their implementation;
- viii. where necessary, contribute to the TA provided to the four departments targeted by PFM TA or CR activities.

5.2.4 Target ministries (MEN, MFPAA, MAER, and MIM)

As the Project's main beneficiaries, the MEN, the MFPAA, the MAER and the MIM are required to maintain an environment that is conducive to the proper execution of the Project and to provide the cooperation agreed upon in the memorandum of understanding, the PIP and the AWP. Each ministry's responsibilities include the following:

- i) designating an institutional anchor for the Project at the strategic level that has the capacity to facilitate coordination between the various services involved in the ministry/organization;
- ii) designating, in its structures affected by the Project, a manager who will serve as a focal point for the Project and act as the Consultant's main contact in the field to help develop the PIP, develop its PMF and collect the data that will constitute its frame of reference, develop the AWP, prepare annual reports (financial and narrative), and monitor the Project's activities;
- iii) ensuring close cooperation between its services and the Consultant so as to facilitate the proper execution of the Project;
- iv) in order to promote synergies, sharing with the Consultant information about any other interventions supporting the ministry/organization with TA or CB in the same intervention areas;
- v) helping to identify the profiles of experts needed for TA or CB, and if necessary, helping to select the experts;
- vi) ensuring the timely availability of the human resources required to execute Project activities in accordance with the approved AWP, and in particular, making the officers participating in or supporting TA or CB activities available;
- vii) keeping the deconcentrated structures concerned by the Project's activities informed to ensure their engagement and participation;
- viii) participating in the Project's technical and steering committees.

5.2.5 Other recipient government organizations

The other government organizations that may benefit from the Project through their role in implementing Project activities in the four ministries and areas targeted to meet the objectives of Canadian BSs are required to maintain an environment that is conducive to the proper execution of the Project and to provide the cooperation agreed upon in the memorandum of understanding, the PIP and the AWP. The responsibilities of each organization concerned include the following:

- i) participating in the Project's technical committee for the activities that concern it;
- ii) helping to plan the Project (PIP, PMF and AWP) for the activities that concern it;
- iii) ensuring close cooperation between its relevant structures and the Consultant so as to facilitate the proper execution and monitoring of the Project;
- iv) in order to promote synergies and coordination, sharing with the Consultant and DFATD relevant information about any other initiatives being carried out in the organization or the four ministries;
- v) staying current on the TA or CB activities planned or completed under the Project for its areas of concern;
- vi) ensuring the timely availability of the human resources required to execute Project activities in accordance with the approved PIP and AWP, and making the officers participating in or supporting TA or CB activities available;
- vii) if necessary, contributing to the TA or CB delivered to the four target ministries.

5.3 Project decision-making structures

5.3.1 Steering committee

A steering committee will be formed to serve as the Project's decision-making body. Co-chaired by DFATD and the MEFP, it will be responsible for approving the Project's strategic directions and any measures likely to help the Project to achieve its objectives and outcomes. The Consultant will serve as the secretary of the steering committee. The four target ministries (MEN, MFPAA, MAER, and MIM) and other recipient government organizations and the Consultant's project director will be required to participate in the committee. The steering committee will meet at least once a year to approve the annual performance report and the AWP. Technical committees will also meet to prepare for steering committee meetings and to identify any issues requiring action by the steering committee. The steering committee's responsibilities include the following:

- i) approving the PIP, the AWP and the annual performance reports;
- ii) issuing strategic opinions on the Project's directions and execution;
- iii) deciding on adjustments to be made in the Project, in response to recommendations by the technical committee;
- iv) resolving, as required, any other issue under its authority.

5.3.2 Technical committee

A technical committee will also be established for each of the four target ministries. It will be co-chaired by DFATD and a ministry senior manager. The committee may retain the services of any individual whose expertise and skills are considered to be useful to its work, and may authorize the participation of TFPs that are involved in TA or CB for the target ministries and/or other organizations benefiting from the Project to ensure coordination and synergies between initiatives. The Consultant will serve as secretary of the technical committee and will provide all of the technical and logistical support it may need in connection with its activities. The technical committee will meet once every six months. The technical committee's responsibilities include the following:

- i) analyzing the PIP, AWP, financial reports, semi-annual and annual performance reports and Project budgets; providing opinions and proposals where appropriate; and recommending approval by the steering committee;
- ii) reviewing the relevance and potential of the intervention strategies and tools proposed for the Project's implementation, and providing recommendations to improve its effectiveness;
- iii) tracking the Project's status with regard to the schedule, the AWP and the progress reports;
- iv) promoting synergies, coordination and coherence of the Project's activities with respect to other TA or CB initiatives in the ministries and other organizations benefiting from the Project;
- v) encouraging dialogue and coordination between all parties involved in executing the Project.

6. Risks

The TA-ESP Project is intended to be a central component of the strategy for managing the fiduciary risks associated with Canadian BSs in Senegal. One of the Project's goals will therefore be to lower the fiduciary risks by strengthening the national PFM systems in the four target ministries. The following are some of the risks identified in connection with the Project's implementation:

i) The Consultant is unable to meet all of the priority TA or CB needs in the four target ministries (risk level: low to moderate)

The TA or CB needs in an organization are never fully satisfied, and resources may be needed indefinitely to meet capacity-building needs.

ii) Lack of coordination with other TFPs (risk level: low)

There is a risk that the Consultant's TA or CB activities will not be properly aligned with those of the other TFPs in the same intervention areas.

iii) Lack of continuity in TA or CB advisers (risk level: low to moderate)

There is a risk that the Project will not achieve the expected outcomes because of a lack of continuity in the advisers responsible for delivering the TA or CB.

iv) Lack of stability in terms of recipient officers in the target ministries (risk level: low)

There is a high staff turnover rate in a number of the structures targeted for TA or CB in the four target ministries, which could hamper the continuity of the TA or CB interventions.

v) Risk of resistance to change (risk level: low to moderate)

There is a risk that the officers targeted for TA or CB activities will not be open to change.

7. Constraints

A partial list of constraints is provided below.

i) Budget constraints

Since the budget is limited and the TA or CB needs are undoubtedly far too great to be fully met by this Project, the needs of the recipient structures will have to be prioritized to maximize the achievement and durability of the outcomes.

In particular, the Consultant will have to encourage economies of scale by drawing from methodologies/tools/systems previously developed in IAPDE or other TA or CB initiatives that helped to improve the performance of the target structures. For example, pursue where applicable the capacity building plans established by the RC-IAPDE project, all the while relying on lessons learned and success factors.

The Consultant will have to include in its budget the necessary resources for TA or CB activities associated with organizing training workshops and/or seminars, for the purchase of learning support materials and for unexpected ad hoc requests for activities that are not included in the AWP but are relevant and in line with the Project's objectives and outcomes.

For the risk analysis, there is still a link between intellectual property or competitiveness in the process. In the first case, it was agreed on that tools developed during the project will remain with and serve the ministries who have received support during the project. Competitiveness will depend on bidders who will put forward their candidacy.

ii) Management strategy

The Consultant will have to work closely with the various ministries and other government organizations concerned, using a coaching approach and in a cooperative manner, to promote and maximize the transfer of knowledge and skills, and the achievement of lasting outcomes. This approach must be used right from the Project's planning phase, when the principal CB needs are identified and prioritized, and to develop TA or CB initiatives that meet the needs of recipients and are consistent with the Project's objectives and constraints.

The Consultant should promote the use of local Senegalese or regional expertise as much as possible to maximize the cost-benefit ratio, stability in the supports provided, and the durability of the interventions and outcomes.

As it is being executed, the Project will have to remain flexible in order to leave plenty of room for changes in needs, since TA or CB needs evolve over time and it is impossible to plan everything in advance for such a project.

To promote the success of the TA or CB activities and the achievement of lasting outcomes in the four target ministries, the Consultant will have to develop a TA or CB strategy that considers the institutional, organizational and individual levels. The Consultant will have to foster synergies and coordination with the various government organizations involved to the extent that they play a key role in executing the Project's activities in the four target ministries to achieve Canadian BS objectives.

The Consultant will also have to consider TA or CB activities that could be carried out under administrative arrangements between DFATD and certain federal departments and agencies, which would be called on to provide the ministries targeted and other government organizations concerned by the Project with ad hoc specialized expertise.

8. Cross-cutting themes

8.1 Gender equality and the empowerment of women and girls (GWG)³⁴

In the ESP, integrating gender into public policies is a strategy for combating all forms of inequality and ensuring that everyone participates equitably in the development process. Accordingly, taking gender questions into account is a central issue for all national development programs. The Senegalese government must therefore make sure that the gender issue, including any gender analyses carried out through the ESP, is dealt with in accordance with Senegal's existing requirements and management processes. DFATD will pay special attention to the following commitments, which are detailed in the ESP:

- strengthen the capacity of institutions and communities to integrate gender into public policies;
- improve the legal structures protecting women and girls;
- strengthen women's leadership and entrepreneurial capacity to foster inclusive growth; and

³⁴ New Canada's feminist international assistance policy <http://www.international.gc.ca/gac-amc/campaign-campagne/iap-pai/index.aspx?lang=eng>

- improve coordination in implementing gender-related policies.

In this project, the Consultant will evaluate the four ministries' institutional practices and capacities in terms of integrating objectives and GE results in order to provide them with tools that are more relevant and more appropriate. In addition, the Consultant, with DFATD's support, will work closely with the gender equality and equity directorate (DEEG) of the Ministry of Women, Children and Families (MFEF) to establish effective collaborative relations with the target ministries.

It should be noted that a method of variable disbursement of the Canadian GBS to enhance the empowerment of women, their power and the promotion of gender equity and equality will be identified on an annual basis by DFATD following discussions with the government structures concerned. In addition, in its periodic reports, the Senegalese government must document gender outcomes (disaggregated by sex) and specify how it is working for the socio-economic reinforcement of women leading to greater empowerment.

8.2 Environment

Senegal is a Sahel country with a structural food deficit. Environmental protection, water management and climate change mitigation are critical issues in Senegal.

A review of the ESP reveals the following limitations in its consideration of the environment and sustainable development, including climate change.

Sustainable development: Inadequate consideration is given to the risks involved in implementing the ESP, which are essentially risks of extreme climate shocks (floods, drought), which have increased with climate change.

Environmental aspects of NFS (agriculture in the narrow sense of the term): The ESP focuses on strong growth in commercial agriculture but does not address the following: (i) the land issue to assure stakeholders of greater protection for their investments; and (ii) water management, for which the ESP provides no guidance on the management of agricultural water.

Environmental aspects of the ESP's major projects, especially in the mining sector: In the descriptions of the ESP's major projects, the analysis is mostly quantitative, or economic and financial (GDP, employment), with no discussion of the environmental quality of the projects (environmental impact studies and environmental management plans).

The environmental aspects of the Extractive Industries Transparency Initiative and social and environmental responsibility are not mentioned so that they can be taken into account in the drive to develop extractive resources.

As part of this Project, DFATD will assess needs so that it can provide the four target ministries with the tools they require to properly incorporate the environment and climate change into their policies and programs.

DFATD will also work closely with the Ministry of the Environment and Sustainable Development (MEDD) to establish effective collaborative relations with the target ministries.

8.3 Responsibility for Human Rights

In accordance with the principles of aid effectiveness and Canadian values and Canada's feminist international policy, the project should be consistent and in compliance with international human rights standards.

Senegal has a long democratic tradition in Africa and within the Francophonie, which in recent years has been consolidated by a strong political will to strengthen the rule of law and promote respect for human rights. Senegal is recognized as a stabilizing state in a conflict-ridden region. The country enjoys a strong and committed civil society at the forefront of fighting for respect for civil and political freedoms and guarantees it economic and social rights. Women's movements in Senegal have played a pioneering role in promoting the rights of girls and women and in improving their living conditions. The country has made significant efforts to strengthen its judicial and legal framework and has ratified the majority of international instruments and commitments, thus reflecting its commitment to promoting human rights, including women's rights. In 2016, Senegal is rated "free country" according to Freedom House, ranking 77th out of the 195 countries listed.

Despite the efforts made by the State and the progress made, several issues remain. The authorities continue to impose restrictions on freedom of expression and peaceful assembly. The independence of the judiciary and the impunity of law enforcement remain a matter of concern. Despite initiatives to reduce begging of children on the streets, child exploitation and mistreatment continue. The persistence of harmful practices for the health of women and girls, including early marriages and pregnancies and female genital mutilation, and limited access to sexual and reproductive health services continues to inhibit women and their most basic rights. Violence and discrimination against the GLBTI community also remains an alarming situation. Some human rights issues

remain a challenge and some people continue to face social discrimination and are sometimes subjected to arbitrary arrests.

Recognizing the importance of addressing human rights challenges, the Government of Senegal renewed its commitment to the promotion and protection of human rights at the last United Nations Universal Periodic Review (UPR). In 2014, the Senegal Emerging Plan also addresses this issue under the guise of human capital, one of the main lines of action for the national strategic plan.

Annex B – Consultant’s Specific Mandate

1. Title: Technical assistance or capacity-building project to support the implementation of the Emerging Senegal Plan (TA-ESP Project).

2. Purpose

The purpose of this technical assistance (TA) or capacity-building (CB) project is to improve the capacity of Senegal’s public administration to manage public funds and deliver higher-quality services to Senegalese users in the areas of intervention targeted by Canadian budget supports (BSs) for the Emerging Senegal Plan (ESP).

To that end, the Project will provide public financial management (PFM) capacity building³⁵ for four sectoral ministries (MEN, MFPAA, MAER, MIM)³⁶ and support the strengthening of the institutional framework for ESP policies and programs³⁷ in the BS target areas.³⁸

In addition to the MEN, MFPAA, MAER and MIM, other government organizations may also benefit from ad hoc TA activities to the extent that they play a key role in implementing the Project’s activities in the four ministries and areas targeted to achieve the budget support objectives.

3. Description of services to be provided

3.1 Project management

The Consultant will be the Project’s manager, administrator and coordinator, bringing together the resources required to execute the project and achieve the expected outcomes described in the Logic Model (LM) and the Project Description. The Consultant will be responsible for carrying out activities required for the financial and operational administration of the Project. For the purposes of the contract, the Consultant will be required to fulfil the following responsibilities:

- A. Establish a fully functional project office in Dakar. The office must have the appropriate human resources, physical infrastructure (equipment, furniture, etc.) and administrative structure to handle the Project’s day-to-day administration, communications, logistical support, etc.;
- B. Provide efficient management of all of the Project’s resources that are managed from Dakar (human, financial and material resources) in order to achieve the expected outcomes;
- C. Develop and maintain effective and operational systems for the efficient and transparent financial and administrative management and planning of the Project;
- D. Produce an administrative, financial and procurement procedures manual for the Project, in accordance with the requirements set out in Section 8 (Reporting requirements);
- E. Provide continuous monitoring of the Project using results-based management (RBM) tools, including the performance measurement framework (PMF), the project implementation plan (PIP) and the approved annual work plans (AWPs), in keeping with RBM principles;
- F. Determine annually, in a participatory manner, the priority technical assistance (TA) or capacity-building (CB) needs of the four ministries and other recipient government organizations, with a view to achieving the expected outcomes;
- G. Determine, in a participatory manner, the technical assistance (TA) or capacity-building (CB) mandates to be carried out under the Project, based on the priority CB needs identified, with a view to achieving the expected outcomes;
- H. Identify and enter into contract at the appropriate time a variety of experts (Consultant’s personnel or sub-consultants) to provide TA or CB services in accordance with the approved AWPs and the TA or CB mandates, with a view to achieving the expected outcomes;
- I. Supervise and monitor the experts (Consultant’s personnel or sub-consultants) to ensure that the TA or CB work performed meets the professional standards required to achieve the expected outcomes;
- J. Ensure that gender equality (GE) and the environment are integrated as cross-cutting or even central themes in every aspect of the Project;
- K. Help coordinate and harmonize with the other technical and financial partners (TFPs) and with other relevant CB projects through continual discussion and exchange of information;

³⁵ The areas covered by the PFM technical assistance or capacity-building project are as follows: budget management, accounting, contracting, internal control, auditing, and some aspects of human resources management.

³⁶ MEN: Ministry of National Education; MFPAA: Ministry of Vocational Training, Apprenticeship and Crafts; MAER: Ministry of Agriculture and Rural Infrastructure; MIM: Ministry of Industry and Mining.

³⁷ Refers to a set of instruments (laws, decrees, codes, policies, strategies, outcomes and monitoring/evaluation frameworks, etc.) that guide government actions.

³⁸ The areas covered by Canadian budget supports currently include, but are not limited to: education, vocational and technical training, food security and nutrition, and sustainable economic growth, with an emphasis on public financial management, agriculture and extraction. Other areas may be added, based on the new Canada’s feminist international assistance policy.

- L. Produce and submit to DFATD the reports specified in Section 8 (Reporting requirements);
- M. Work closely and communicate regularly with DFATD regarding the Project's implementation;
- N. Cooperate with DFATD specialists;
- O. Provide secretariat services to the Project's steering committee and technical committees;
- P. Ensure Canada's contribution visibility at events and in products related to the Project.

3.2 Project implementation

3.2.1 Inception phase

The inception phase will take place during the first six months after the signing of the contract and will begin with the development of an inception phase plan (see Section 8), leading to the production of a PIP. Following approval of the inception phase plan, the Consultant will:

- i. Establish the project office in Dakar and make it fully functional (in terms of human, material and logistical resources);³⁹
- ii. Develop the Project's administrative, financial and procurement procedures manual (see Section 8);
- iii. Form relationships with the four target ministries, and identify the other government organizations and TFPs relevant to the development of the PIP;
- iv. Validate and complete the needs analyses in conjunction with the four target ministries and other government organizations⁴⁰ concerned to identify and prioritize the CB needs in the four target ministries. In addition to the needs for PFM CB and strengthening of the institutional frameworks for ESP policies and programs, the analyses must take into account the cross-cutting issues of gender equality (GE) and the environment;
- v. In conjunction with the four target ministries and other government organizations concerned, validate and complete the output and activity areas of the LM, collect baseline data (sex-specific) and prepare the Project's PMF;
- vi. Flesh out the project design by producing a PIP along with a five-year indicative budget and an initial budgeted AWP covering the Project's first year. The PIP and the initial AWP will be submitted for approval. The final PIP design must clearly show that the outputs are realistic and that it is possible to monitor progress toward achieving the expected outcomes effectively and economically;
- vii. Complete the risk analysis, and validate and complete the identification of risk factors and mitigation strategies. If necessary, suggest changes;
- viii. Confirm the project management structure, specifying the hierarchical relations, and roles and responsibilities of the Project's partners and staff, including the structure of the project office in Dakar.

3.2.2 Implementation phase

Once the PIP has been approved, the Consultant will be authorized to initiate the Project's implementation phase.

3.2.2.1 Execution of activities and sub-activities

The Consultant will carry out the activities and sub-activities described in the PIP which will be revised annually in the AWP.

3.3 Results-based management

The Consultant will implement the Project and account for the achievement of the outcomes on the basis of result-based management (RBM) principles.

During the inception phase, the Consultant will develop a PMF and design performance indicators in conjunction with the Project's recipients, for all expected outcomes specified in the Logic Model (LM). The Consultant will validate and complete the outputs and define, in a participatory manner, the key activities to be carried out in order to achieve the outcomes. The PMF will be included in the PIP and submitted for approval.

The Consultant will document the completion of outputs, as well as progress and achievement of the immediate outcomes in the performance reports.

The Consultant will inform DFATD of any problems likely to jeopardize achievement of the outcomes and suggest solutions.

³⁹ In the event that the stakeholders cannot agree and the PIP is not approved, legal ownership of the equipment must be transferred to the authorities concerned following approval by DFATD.

⁴⁰ Other government organizations (MEFP, BOM, MFPRERSP, etc.) may also benefit from ad hoc TA activities to the extent that they play a key role in executing the Project's activities in the four sectoral ministries and areas targeted to achieve the budget support objectives.

3.4 Procurement

The Consultant will acquire the goods and services needed for the Project, in accordance with the administrative and financial procedures manual approved as part of the PIP and described in Section 8 (Reporting requirements). Procurement activities must comply with the following principles:

- i. Use of a competitive goods and services procurement process. A process is said to be competitive when solicitation of bids enhances access, competition and fairness, and provides a reasonable and representative number of suppliers with the opportunity to bid, and the combination of price, technical merit and quality are considered in the evaluation;
- ii. Pre-determined, clear evaluation of selection methods to ensure best value for money;
- iii. Prompt and transparent notification to winning bidders and bidders who have not been successful; and
- iv. In the event of non-competitive procurement, justification, including evidence of fair price, must be recorded on file and will be subject to audit.

3.5 Personnel

3.5.1 Provision of professional services

The Consultant must

- i. Recruit and deploy quality professional resources to provide the technical assistance or capacity-building services required to strengthen the capacities of the four ministries and other government organizations benefiting from the Project. The Consultant is expected to make every effort to maximize the use of local resources, where qualified and available. When regional, Canadian or international experts are used, the Consultant will ensure that skills and knowledge are transferred in order to build the capacities of local counterparts.
- ii. The Consultant will evaluate the performance of the professional resources to ensure that professional standards are being met.

3.5.2 Essential positions

3.5.2.1 Long-term Project Director, based in Dakar, Senegal

The Project Director will be responsible for overall management of the Project, management of the Project team in Senegal (Consultant's personnel or sub-consultants) and administration of all of the Project's resources (human, financial and material) managed from the field. The incumbent will be based in Dakar and will represent the Consultant at the highest levels in Senegal. This is a full-time position.

The Project Director's responsibilities include, but are not limited to, the following:

- A. Providing efficient management of all of the Project's resources that are managed from Dakar. This includes:
 - a. Managing the set-up and making the project office in Dakar fully functional (including selecting and hiring local staff, purchasing materials, equipment, furniture, etc.) and ensuring that it is managed efficiently on a day-to-day basis to ensure that the Project's expected outcomes are achieved;
 - b. Developing an administrative, financial and procurement procedures manual for the Project in close cooperation with the Project Manager in Canada (as defined in Section 8, Reporting requirements);
 - c. Providing efficient management of all of the Project's resources that are managed from Dakar (human, financial and material resources);
 - d. Supervising the Consultant's human resources (personnel and sub-consultants) based in Dakar and on short-term missions in Dakar;
 - e. Providing efficient administrative and budget management of the Project for all expenditures made in Dakar, in close cooperation with the Project Manager in Canada.
- B. Providing efficient management of the Project in order to achieve the expected outcomes. This includes:
 - a. Providing strategic management of the Project;
 - b. Ensuring continuous communication and coordination with the public servants responsible for the Project in the four target ministries and other government organizations concerned;
 - c. Organizing and coordinating actual baseline data collection to develop the performance measurement framework (PMF) so that project activities can be effectively monitored on the basis of the expected outcomes in the LM and the achievement of outcomes can be measured in keeping with RBM principles;
 - d. With the support of the Senior Advisers and in close cooperation with partners (ministries and other organizations that are benefiting from the Project or are involved, and other TFPs), managing the

- process of identifying and prioritizing CB needs in the four target ministries (MEN, MFPAA, MAER, MIM) and other government organizations concerned;
- e. Directing the preparation of the project implementation plan (PIP), which will include a PMF and an initial annual work plan (AWP), and having them approved by DFATD;
 - f. Supervising and checking the quality of the Senior Advisors' work, including in the delivery of the TA or CB mandates;
 - g. With the support of the Senior Advisors and in close cooperation with the Procurement Officer and the Project Manager at the Consultant's head office, taking part in the process to recruit Canadian and international consultants responsible for carrying out the TA or CB mandates;
 - h. With the support of the Senior Advisors, ensure the proper management of the process to recruit local and regional experts responsible for carrying out the TA or CB mandates;
 - i. Coordinating and monitoring execution of the PIP and the AWP to ensure the expected outcomes in the LM are achieved;
 - j. With the support of the Senior Advisors, ensuring that all of the experts responsible for delivering TA or CB adhere to the principles associated with the participatory approach and with transferring skills and knowledge to the recipients to promote continuing CB in the Project's implementation and making appropriate adjustments, when relevant;
 - k. Promoting the sharing of information, including lessons learned and best practices for TA or CB, between the Project's experts and with the other TFPs, and ensuring that the lessons learned and best practices are integrated throughout the Project;
 - l. Ensuring that the contractual obligations between the Consultant and DFATD, including the timely, high-quality production of the reports specified in Section 8 (Reporting requirements), are fulfilled;
 - m. Anticipating project-related risks and issues, and taking appropriate, timely measures;
 - n. Attending meetings of the Project's steering committee and serving as its secretary (convening participants, organizing the logistics for meetings, preparing the minutes, etc.);
 - o. Attending meetings of the technical committees and serving as their secretary (convening participants, organizing the logistics for meetings, preparing the minutes, etc.).
- C. Forming an effective relationship with DFATD's program in Dakar. This involves:
- a. Meeting with the individual responsible for the DFATD Project, based in the Embassy of Canada in Dakar, and with Canadian cooperation's external advisers or resources on a regular basis and as required, to keep them informed of the Project's activities, progress, outcomes, challenges, etc.;
 - b. Advising DFATD of any issue that might require policy dialogue actions at the strategic level;
 - c. Keeping DFATD informed of the activities of other technical assistance or capacity-building actors in the Project's recipient ministries and areas.
- D. Developing and managing effective working relationships with the four target ministries and other government organizations concerned by the Project. This involves:
- a. Serving as the main point of contact for the Project's institutional anchors in the target ministries and other government organizations concerned;
 - b. In cooperation with the Senior Advisors, developing and maintaining effective, professional and cordial relations with the managers identified as focal points in the various structures benefiting from TA in the four ministries and other organizations concerned;
 - c. Promoting, and facilitating if necessary, dialogue, collaboration and coordination between the Senegalese organizations involved at various levels in TA or CB for the four recipient ministries and other organizations concerned with a view to achieving the Project's outcomes;
 - d. Developing and maintaining the interest of recipient Senegalese authorities in achieving the Project's outcomes;
 - e. Participating in consultations, events, seminars, meetings, etc. that may contribute to or facilitate achievement of the Project's outcomes;
 - f. Establishing and maintaining communication and coordination with the individuals responsible for other TA or CB initiatives being planned or in progress in the Project's recipient ministries or other organizations;
 - g. Managing conflict with tact and diplomacy. Advising DFATD of any conflict situation and taking necessary, timely action to ensure that conflict situations do not deteriorate.

3.5.2.2 Project Manager, based in Canada

The Project Manager will be based in Canada.

The Project Manager's responsibilities include, but are not limited to, the following:

- a. In close cooperation with the Project Director, developing an administrative, financial and procurement procedures manual for the Project;
- b. In close cooperation with the Project Director, ensuring financial management of the Project, producing the financial reports required by DFATD, and preparing invoices and requests for advances;
- c. Creating and managing a pool of Canadian and international experts who specialize in the areas of expertise identified for the Project's TA activities;
- d. For specific TA mandates defined by the field team in close cooperation with the four target ministries and other government organizations benefiting from the Project, identifying and recruiting Canadian and international experts to deliver the mandates in close cooperation with the Procurement Officer;
- e. Managing the contracts of Canadian and international experts deployed in the field for the short, medium or long term and doing so in close cooperation with the Procurement Officer;
- f. Providing the Project Director with all of the assistance required to help him/her carry out his/her mandate in accordance with the contract between the Consultant and DFATD (particularly with regard to the logistics of mobilizing personnel and Canadian and international experts deployed in the field for the short, medium or long term);
- g. If necessary, supporting the Project Director and the two Senior Advisers in the field in creating and managing the pool of local and regional experts in the areas of expertise identified for the Project's TA activities;
- h. Serving as the point of contact designated by the Consultant for communications with DFATD staff at headquarters in Ottawa.

3.5.2.3 Two long-term Senior Advisers, based in Dakar

Given the complexity and scope of the TA-ESP Project, the Consultant will make two Senior Advisers available to the Project to serve as assistants to the Project Director. The Senior Advisers will have a twofold mandate: first, they will support the Project Director in his/her project management functions, and second, they will provide TA to the four recipient ministries in their areas of expertise. One Senior Adviser will specialize in public financial management and the other will specialize in public administration. The incumbents of these positions will be based in the Consultant's offices in Senegal.

The Senior Advisers' responsibilities include, but are not limited to, the following:

- A. Under the direction and coordination of the Project Director, supporting the Project Director in planning, managing and monitoring the Project in their respective areas of expertise (one in PFM and the other in public administration), with a view to ensuring the Project's expected outcomes are achieved. This includes:
 - a. Conducting the process of identifying and prioritizing CB needs (needs analysis) in a participatory manner in the four recipient sectoral ministries (MEN, MFPA, MAER, MIM) and other organizations concerned;
 - b. Defining the TA or CB mandates in a participatory manner for the four recipient sectoral ministries (MEN, MFPA, MAER, MIM) and other organizations concerned;
 - c. Helping to prepare the PIP, the PMF, the AWP and the performance reports for the Project;
 - d. Implementing the PIP and the AWP in an efficient, coordinated manner to achieve the expected outcomes in keeping with RBM principles;
 - e. Managing data collection on an ongoing basis to monitor progress in the field;
 - f. Creating (and maintaining) a pool of local or regional specialized experts, which will complement the pool of Canadian and international experts and may be used to fulfil TA or CB mandates in the areas targeted by the Project when the use of local experts is more appropriate;
 - g. Identifying personnel, and identifying and recruiting local and regional experts to fulfil TA or CB mandates (in the event that the Senior Advisers are unable to fulfill those TA or CB mandates themselves);
 - h. Negotiating and managing contracts with local and regional sub-consultants;
 - i. Supervising and overseeing personnel and sub consultants (Canadian, international, local and regional) under their responsibility, and ensuring the quality of their services to ensure that they are helping to achieve the expected outcomes, in keeping with the AWP, on a timely basis and within the budget;
 - j. Performing overall monitoring of the Project to promote a consistent, efficient intervention approach to achieve the expected outcomes, and to foster synergies and economies of scale;
 - k. Encouraging and promoting the integration of GWG and the environment in all Project work;
 - l. Participating in the Project's steering committee and any other technical committees that are established.

- B. Ensuring the delivery of TA or CB activities in their respective areas of expertise (one in PFM and the other in public administration). This includes:
- a. Providing technical expertise and advice to recipients;
 - b. Providing training to recipients;
 - c. Suggesting new work tools/practices/systems to recipients.
- C. Helping to establish an effective relationship with DFATD in Dakar, particularly with the DFATD technical authority based in the Embassy of Canada in Dakar, and any other experts attached to the Embassy.
- D. Helping to develop and manage an effective working relationship with the four recipient sectoral ministries (MEN, MFPA, MAER, MIM) and their deconcentrated structures where necessary, and with the other government organizations concerned by the Project.

3.5.2.4 Local Environmental Specialist, based in Dakar

The role of the Environmental Specialist will be to ensure the cross-cutting theme of the environment is integrated through all stages of the project, including deliverables. The incumbent will be based in Dakar.

The qualifications and minimum experience of the individual for this position are:

- Undergraduate degree (ie, Bachelor's degree or equivalent) or relevant professional certification in an environmental field;
- Minimum of thirty-six months of professional experience in the provision of environmental advisory services.

3.5.2.5 Local Gender Specialist (GWG), based in Dakar

The role of the Gender Specialist will include ensuring that gender equality and the empowerment of women and girls is integrated throughout all stages of the project. The incumbent will be based in Dakar.

The qualifications and minimum experience of the individual for this position are:

- Undergraduate degree (ie, Bachelor's degree or equivalent) or relevant professional certification in a gender-related field;
- Minimum of 36 months of professional experience in providing advisory services on GWG.

3.5.2.6 Procurement Officer, based in Dakar

The Procurement Officer's role will be to undertake activities related to the procurement of services and goods to ensure value for money and transparency during the processes. The incumbent will be based in Dakar.

The qualifications and minimum experience of the individual for this position are:

- Undergraduate degree (ie, Bachelor's degree or equivalent) or relevant professional certification, such as business, business management, procurement from a recognized institution;
- Minimum of 36 months of professional experience in the provision of services related to the purchase of goods and services.

The Procurement Officer will be responsible, inter alia, for:

- Managing the recruitment processes for local and regional experts responsible for carrying out TA or CB mandates;
- Managing, in collaboration with the Project Manager, the recruitment processes for Canadian and international experts responsible for carrying out TA or CB mandates;
- Managing the processes for the purchase of goods;
- Contribute to procurement plans and reports.

4. Language requirement

The Consultant must ensure that the Project Director and the Project Manager have the following proficiency levels in French:

Oral = 4 – Advanced Professional Proficiency

Reading = 4 – Advanced Professional Proficiency

Writing = 4 – Advanced Professional Proficiency

The Consultant must ensure that all other personnel have the following proficiency levels in French:

Section 4: Terms of Reference

Oral = 3 – General Professional Proficiency

Reading = 3 – General Professional Proficiency

Writing = 3 – General Professional Proficiency

A description of the language requirements is available on the following website:

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

5. Consultant's roles in the Project's committees

The Consultant must provide secretariat services to the steering committee and the technical committee (of which it is an active member); these services include arranging meetings, preparing documentation, distributing documentation to committee members at least 10 business days before the meeting, and preparing minutes.

6. Integration of Gender equality and the empowerment of women and girls

The Consultant must explicitly and systematically integrate Gender equality and the empowerment of women and girls factors while considering women's empowerment where applicable.

7. Environment Sustainability

- 7.1 The Consultant shall explicitly and systematically integrate any environmental considerations that may arise during implementation of the project, including, where feasible, applying international best practices for environmental analysis and management.
- 7.2 The Consultant shall 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.
- 7.3 As part of its regular reporting, the Consultant shall report to DFATD on the application of the above provision.

8. Reporting requirements

The Consultant must submit to the technical authority the reports specified below in accordance with established standards for content, presentation, language and timelines.

8.1 Narrative reports

The narrative reports will be produced in French in electronic form.

Name of Report	Deadline	
Inception phase plan	Within 15 days after the signing of the contract	<p>The inception phase plan is the Consultant's work plan for preparing the PIP and making the project team in Dakar fully functional. The inception phase begins when the inception phase plan is approved by DFATD. At a minimum, the plan must include the following:</p> <ul style="list-style-type: none"> a) the mandate and tasks associated with the inception phase; b) the methodology, including the level of effort for each team members mentioned in 3.5.2 during the inception phase; c) activities, expected outcomes and scheduling; d) a detailed budget for the inception phase.
Project implementation plan (PIP)	Within six months after the signing of the contract	<p>The PIP must include, but is not limited to, the following:</p> <ul style="list-style-type: none"> a) Background and PIP development methodology b) Project design: <ul style="list-style-type: none"> • context and rationale • validation and completion of outputs • scope and beneficiaries • cross-cutting themes (GWG and environment) • risk registry, including definition of risks and mitigation strategies c) Project management and governance: <ul style="list-style-type: none"> • management approach and structure • roles and responsibilities of project's stakeholders • project committees established for the Project, including the technical committee and the Project's steering committee d) Project implementation: <ul style="list-style-type: none"> • Logic Model (including more detailed outputs where required, activities/sub-activities) • technical organization chart for the Project • schedule • overall intervention strategies (including technical assistance delivery strategies, recipient support and monitoring strategies, and intervention continuity strategies, etc.) • operational management (including management of unexpected requirements, etc.) • GWG and environment strategy • budget by basis of payment (by budget item, at minimum)

Name of Report	Deadline	
		<ul style="list-style-type: none"> • budget by immediate outcome (approximate) • administrative, financial and procurement procedures manual (see details below) <p>e) Project monitoring and reporting:</p> <ul style="list-style-type: none"> • performance measurement framework (PMF) (as detailed below) • performance reporting framework • stakeholder communications plan, including a section on the strategy used to promote the Project's accomplishments and highlight Canada's contribution <p>f) Project sustainability strategy and disengagement strategy</p> <p>g) Initial annual work plan (as detailed below)</p>
Administrative, financial and procurement procedures manual for the Project (appended to the PIP)	Within six months after the signing of the contract	The Consultant will produce an administrative, financial and procurement procedures manual containing the following, at minimum: <ol style="list-style-type: none"> a) a description of the competitive process for sourcing and paying for professional services (local, regional, Canadian and international sub-consultants and personnel) for the execution of the TA or CB mandates b) a description of the competitive process for purchasing goods c) a description of procedures regarding the intellectual property of the Project's outputs (including work tools produced by the Consultant's sub-consultants) d) a description of the procedures regarding security, management and inventory of goods, and roles of local office staff
CB needs analyses for the MEN, the MFPAA, the MAER, the MIM and the other government organizations concerned (appended to the PIP)	Within six months after the signing of the contract	The Consultant will produce a CB needs analysis in a participatory manner for each of the four ministries that are the Project's main beneficiaries (MEN, MFPAA, MAER, and MIM) and for the other government organizations concerned. These analyses will also prioritize the identified needs. The analyses will include the following: <ol style="list-style-type: none"> a) a description of the methodology used in the needs analyses and the partners involved b) identified and prioritized needs at the central and deconcentrated levels (for technical assistance or PFM capacity building in the four target ministries and in institutional frameworks for ESP policies and programs in the four ministries and areas targeted by the BSs) c) recommendations on activities to be carried out in response to the identified needs with a view to achieving the expected outcomes

Name of Report	Deadline	
Performance measurement framework (PMF) (appended to the PIP)	Within six months following the signing of the contract	<p>The Consultant will develop a PMF in close cooperation with the four recipient ministries and other government organizations concerned. For each element in the Logic Model's chain of outcomes (outputs, immediate outcomes, intermediate outcomes, ultimate outcome), the PMF must provide the following information:</p> <ul style="list-style-type: none"> a) indicators b) baseline data, disaggregated by sex c) targets, disaggregated by sex d) data sources e) data collection method f) frequency g) responsibilities
Initial annual work plan (AWP) (appended to the PIP)	Within six months after the signing of the contract	<p>The Consultant will submit an initial AWP describing, for the first year and for each six-month period, the expected outcomes and the activities planned in relation to the associated targets, and the baseline situation for which the Project will intervene. It will describe the planned activities for each target recipient organization, and the human, financial and material resources required for their execution.</p> <p>At minimum, the AWP must include the following:</p> <ul style="list-style-type: none"> a) methodology b) expected outcomes c) objectives for the year with a view to achieving the expected outcomes d) main activities and outputs (goods and services) planned with respect to the progress made and the objectives set with a view to achieving the expected outcomes e) schedule of planned activities for each six-month period f) target recipients g) proposed intervention strategies (nature and level of effort of the required experts) h) annual budget
Annual work plan (AWP)	Within 30 days after the end of the financial year (from April 1 st to March 31 st), together with the annual performance report for the year ended and the annual financial report	<p>The AWP is the result of an analysis and an update of the previous AWP. It describes the completed outputs, and the progress and outcomes achieved with respect to the objectives set in the previous AWP, and it provides an explanation for variances in activities and costs.</p> <p>The AWP sets the objectives for the next financial year and lists the activities to be executed with a view to achieving the expected outcomes. It must provide DFATD and partners with an understanding of the rationale for the proposed activities in relation to the baseline situation, the progress made and the outcomes achieved. It presents any lessons learned in the course of implementation and, when appropriate, recommends changes in the PIP and the project design.</p> <p>At minimum, the AWP must include the following:</p> <ul style="list-style-type: none"> a) executive summary

Name of Report	Deadline	
		<ul style="list-style-type: none"> b) the Project's objectives for the coming year with a view to achieving the expected outcomes c) target recipients d) proposed activities in relation to the progress made and objectives set with a view to achieving the expected outcomes e) schedule of planned activities for each six-month period f) proposed intervention strategies g) Project lessons learned and taken into account in the planning process including experiences gained from the procurement of TA and CB resources. h) annual budget
Semi-annual and annual narrative reports	Within 30 days after the end of the period concerned	<p>The narrative reports are the main instrument available to DFATD and Senegal for monitoring the Project's progress against the expected outcomes and the use of resources allocated for that purpose. The reports must provide qualitative and quantitative information about the Project's outcomes in relation to the AWP and the PMF. At minimum, they must include the following:</p> <ul style="list-style-type: none"> a) executive summary b) outcomes achieved and/or progress made toward the expected outcomes and explanations of variances, based on the performance indicators (PMF), with data disaggregated by sex c) activities completed and/or in progress to achieve expected outcomes d) schedule of completed activities in relation to the schedule in the AWP, and explanations of any variances e) completed monitoring activities f) Description of procurement activities and processes, including recruitment of AT and RC resources g) in semi-annual reports, any major adjustments proposed in the AWP for the second six-month period, for the purpose of consultations with DFATD and validation by the Steering Committee h) description and analyses of the intervention strategies used for TA or CB delivery i) main difficulties encountered, solutions implemented and/or recommendations on remedial action required, for approval by the joint committee j) any other positive or negative aspect of the Project, such as collaboration and coordination with partners k) lessons learned from the overall experience of implementing the Project l) follow-up on assumptions and risk indicators m) analysis of financial reports (appended to the narrative report)
Final narrative report	Within 30 days after the end of project activities	<p>The Consultant is responsible for producing a final report on the Project that describes the overall financial and performance outcomes. In the report, the Consultant is encouraged to provide an overview of the experience, present lessons learned and make recommendations that may be useful in future interventions in similar areas and contexts.</p>

Name of Report	Deadline	
		<p>At minimum, the final narrative report must include the following:</p> <ol style="list-style-type: none"> a) <u>Background and purpose</u>: This section contains a brief statement concerning the Project, including the following: <ol style="list-style-type: none"> (i) background and rationale (ii) goal and objectives b) <u>Summary description of the Project</u>: This section contains a description of the activities carried out under the Project, including the following: <ol style="list-style-type: none"> (i) expected outcomes (ii) summary of activities completed (iii) target recipients (iv) stakeholders and their main roles and responsibilities (v) project management strategy c) <u>Analytic review of the Project</u>: This section addresses the following issues and provides observations and/or recommendations for similar projects in the future: <ol style="list-style-type: none"> (i) a detailed report on the Project's results in relation to the expected outcomes and the PMF, and an analysis of the variances (difficulties encountered, success factors, lessons learned, etc.) (ii) analysis of the intervention strategies used, particularly for the delivery of technical assistance (main difficulties, success factors, lessons learned, etc.) to help improve the performance of the target structures (iii) analysis, comments and recommendations concerning the main activities planned and completed (iv) analysis of the success of the sustainability strategy (v) analysis of the Project's implementation schedule and the results of monitoring activities using the PMF (vi) cross-cutting themes and priorities: <ul style="list-style-type: none"> • overview of the implementation of the gender equality strategy, including lessons learned and an assessment of the best practices and difficulties encountered in implementing the Project and the strategy • environment (vii) analysis of actual disbursements compared with the initial and revised budget estimates, as presented in the final financial report (viii) lessons learned from the overall experience of executing the Project (ix) political considerations (x) public relations issues (xi) analysis of the Project management strategy (including administrative and financial aspects)
Technical mission reports	Within 15 days after the mission	The experts recruited by the Consultant to execute the TA or CB mandates will be required to document their interventions. To this end, they will produce a technical report describing how each mission went, its outcomes, difficulties encountered, issues to be monitored, lessons

Name of Report	Deadline	
		learned and/or recommendations for future mandates, specifying how they will be actioned with the planned timelines.
Agendas and minutes of meetings of the Project's steering committee	<p>A draft agenda must be circulated two weeks before each committee meeting</p> <p>The draft minutes must be circulated within three days after the meeting, and the final version of the minutes must be distributed within two weeks after the meeting</p>	<p>Agendas must reflect previous consultations with the recipient ministries.</p> <p>Minutes must include the following:</p> <ul style="list-style-type: none"> a) persons present b) agenda c) review of the previous minutes d) summary of the discussions and decisions made e) list of actions items and persons responsible for them

8.2 Financial reports

The financial reports must be submitted to DFATD electronically and in French.

Name of report	Deadline	Content
Quarterly and annual financial reports	Within 30 days after the period concerned	<p>The financial reports show the Project's detailed expenditures in relation to the budget approved in the PIP and the AWP. Expenditures must be presented by budget item, as specified in the Consultant's contract, and by expected outcome.</p> <p>Quarterly financial reports: The quarterly financial reports must contain the following information:</p> <ul style="list-style-type: none"> a) overall project budget approved in the PIP b) annual budget approved in the AWP c) expenditures already incurred by quarter for the current year d) expenditures incurred during the period covered by the report e) total expenditures between the Project's inception and the report date (amount and percentage) f) budgetary balance g) expenditure forecasts for the remaining quarters of the current year h) analysis of any significant variances i) interest earned on advances, if applicable <p>Annual financial reports: The annual financial reports must contain the following, in addition to the information included in the quarterly financial reports:</p> <ul style="list-style-type: none"> a) an analysis of the variances between the expenditures forecast in the AWP and actual expenditures during the year
Final financial report	Within 30 days after the end of project activities	<p>The final financial report presents a summary of actual disbursements by budget item in relation to the basis of payment of the contract. The report must contain the following information:</p> <ul style="list-style-type: none"> a) overall project budget approved in the PIP b) approved annual budget for each project implementation year and actual expenditures for each year c) variances between the overall expenditure for each budget item (amount and percentage) in the initial budget in the PIP, and analysis of the variances d) total amount of interest earned on advances and, if applicable, explanations of how the funds were used

Section 5. Evaluation Criteria

RATED EVALUATION CRITERIA	SCORE
<p>The following applies to rated evaluation criteria:</p> <p>The terms “at least” or “minimum” represent the minimal expectations of a requirement. No points will be given if the minimal expectation is not demonstrated.</p> <p>“International development” relates to a mandate to support sustainable development in developing countries in order to reduce poverty and contribute to a more secure, equitable and prosperous world.</p> <p>“Project” is defined as a contract signed individually or in a consortium, or a contribution agreement in which the Bidder has provided project management and implementation services.</p> <p>“Type of Stakeholder” refers to the national or subnational government, various departments, regional governments, local communities, other government institutions, private-sector organizations, civil society, non-governmental organizations and donors.</p> <p>"Technical assistance" refers to targeted technical assistance to support the institutional reforms needed to promote a country's social development, health and sustainable economic growth. In this project, both terms, technical assistance and capacity building are seen as complementary.</p> <p>"Capacity-building" refers to assistance in the provision of training, financing, know-how, equipment and technical and legal assistance to other countries in order to acquire knowledge and know-how to meet their development objectives. In this project, both terms, technical assistance and capacity building are seen as complementary.</p> <p>"West Africa" means the Economic Community of West African States (ECOWAS) definition of 15 member states: Benin; Burkina Faso; Cape Verde ; Ivory Coast ; The Gambia; Ghana; Guinea; Guinea-Bissau; Liberia; Mali; Niger; Nigeria; Senegal; Sierra Leone and Togo⁴¹</p> <p>Developing and middle-income countries are the ones listed here: http://www.worldbank.org/en/country</p> <p>One (1) year of experience is defined as ten (10) months of relevant work experience within a period of twelve (12) consecutive months.</p>	
<p>Technical component</p>	
<p>Bidder’s experience</p> <p>If the proposal indicates a greater number of projects than the number stipulated in one of the criteria, DFTAD will only take into account the number stipulated, in the order in which Projects are presented.</p> <p>Where the projects described have been carried out by a consortium or joint venture, the Bidder should clearly specify which of the members of that consortium or joint venture were responsible for the management and implementation of the projects cited as examples.</p> <p>This criterion will evaluate only the experience of the member identified in the proposed methodology as responsible for the overall management and implementation of the resulting contract. This criterion will not consider the experience of other members of the consortium.</p> <p>In order to be considered eligible, a project should:</p> <ul style="list-style-type: none"> • Have a start date within the last ten (10) years before the Request for Proposals (RFP) Closing Date • Be at least seventy percent (70%) completed in terms of project duration at the Request for Proposals (RFP) Closing Date <p>If the proposal includes projects carried out prior to the number of years stipulated, DFATD will consider only the projects carried out during the eligible period.</p> <p>If the proposal presents projects whose percentage of completion is less than 70% in terms of project duration, no points will be awarded for the criterion or criteria in question.</p>	
<p>Requirement 1: Experience managing and implementing international development projects (maximum 100 points)</p> <p>Using form TECH-4 “Bidder’s Experience,” the Bidder should present two (2) projects to demonstrate its experience in managing and implementing international development projects of similar scope and complexity (up to 50 points per project).</p>	100

⁴¹ The accession of new member states to ECOWAS will be considered until the closing date of the RFP.

RATED EVALUATION CRITERIA	SCORE
<p>In addition the projects should demonstrate that the Bidder has at least five (5) years of cumulative experience managing international projects in a developing and/or middle-income country.</p> <p>In this criterion:</p> <p>1.1 Similar scope means: (maximum 20 points for each project)</p> <ul style="list-style-type: none"> a) a project to work with government bodies, ideally from three (3) different levels (central, regional or local) (up to 10 points) b) A project aimed at developing the capacity of government institutions, ideally at the three (3) levels: national, regional or local (up to 10 points). <p>1.2 Similar complexity means: (up to 5 points per element for a maximum of 20 points for each project)</p> <ul style="list-style-type: none"> a) A project with a value of at least 3 million - all points will be awarded to projects of 7 million or more; b) A project with a duration of at least 2 years - all points will be awarded to projects of 4 years or more; c) A project involving at least two types of stakeholders - all points will be allocated to projects involving five types of stakeholders; d) A project carried out in a developing or middle-income country, preferably in a West African country - all points will be awarded to projects in Senegal. <p>1.3 Other points will be awarded for a project that (5 points per item for a maximum of 10 points for each project):</p> <ul style="list-style-type: none"> a) reflects the experience of finding and hiring specialized experts from developing countries; b) demonstrate that at least one person proposed by the Bidder in his proposal under "Personnel" has participated in the projects cited as examples. <p>The maximum number of pages to be submitted for this requirement is five (5) pages.</p>	
<p>Requirement 2: Experience in the management and implementation of technical assistance or capacity building projects in the areas of financial management or public administration with government institutions (maximum 80 points)</p> <p>Using form TECH 4 "Bidder's Experience", the Bidder should describe a project of similar scope, other than those used to meet Requirement 1, reflecting his/her experience in managing and implementing technical assistance or capacity building projects in the areas of financial management or public administration to demonstrate experience in implementing technical assistance or capacity-building activities (advisory support, training, coaching , Development / improvement of work tools, mechanisms, systems, mentoring, companionship, etc.).</p> <p>If the project does not involve this type of intervention (management and implementation of technical assistance or capacity building projects in the areas of financial management or public administration), a score of 0 will be awarded.</p> <p>2.1 In the description of the project, the Bidder should demonstrate his experience using examples in (up to 5 points per item for a maximum of 20 points)</p> <ul style="list-style-type: none"> a) Use of a participative approach, with consulting activities with the government department(s) or institution(s) concerned b) Integration of government departments' or institutions' own approaches and considering of the best practices of the country's government c) Use of a methodology to identify technical support or capacity building needs d) fields focused by this project, that is, financial management and public administration <p>The relevance of the examples will be evaluated up to 5 points for each item.</p> <p>2.2 The project requires collaboration with at least two (2) types of stakeholders, all points will be awarded if five (5) or more types of stakeholders (up to 15 points);</p> <p>2.3 The project requires the use of many types of interventions or technical assistance or capacity building activities (advisory support, training, coaching, development or improvement of work tools, mechanisms, systems, mentoring , companionship, etc.) (3 points per type of intervention used for technical assistance or capacity building up to 15 points).</p> <p>2.4 The project demonstrates experience in the sectors targeted by this project (up to 15 points):</p>	80

RATED EVALUATION CRITERIA	SCORE
<p>a) Education (5 points); b) Agriculture (5 points); c) Extractive sector (5 points)</p> <p>2.5 Other points will be awarded for a project that: (up to 15 points)</p> <p>a) integrates gender equality and the empowerment of women and girls (GWG) (up to 5 points); b) integrates environmental sustainability (up to 5 points); c) demonstrates that at least one person proposed by the Bidder in his proposal under "Personnel" has experience in the disciplines referred to in (a) and (b) (up to 5 points).</p> <p>The maximum number of pages to be submitted for this requirement is two (2) pages.</p>	
Subtotal	180
Proposed methodology	
<p>Requirement 3: Implementation Approach, Management Plan and Organization Chart and Logistics in Canada and Senegal (maximum 160 points)</p> <p>The Bidder should describe the approach for the implementation of the technical assistance or capacity building project, its management plan and the organization chart of the project, as well as logistics in Canada and Senegal.</p> <p>3.1 Approach to implementing the project: The Bidder should demonstrate its understanding of the project by describing its intended approach to implementing the project in relation to the following: (maximum 50 points)</p> <p>3.1.1 <i>Feasibility of the approach (3 points per relevant element mentioned, up to 15 points):</i> for this criterion, "feasibility" is judged according to the reality in the field and the situation of the country concerned.</p> <p>3.1.2 <i>Technical Assistance or Capacity Building Approach (up to 15 points)</i> Points will be allocated according to the proposed strategies for identifying technical assistance or capacity building needs (3 points per strategy suggested up to 9 points) and according to the technical assistance or capacity building activities to be undertaken by the Bidder (2 points per proposed type of activity up to 6 points).</p> <p>3.1.3 <i>Sustainability Strategy for knowledge and skills Transfer (up to 10 points):</i> for this criterion, "sustainability" means the measures that the Bidder would take to assess the acquisition or change in capacities (2 points per measure up to 4 points) and proposed measures to ensure sustainability in capacity building (2 points per measure up to 6 points).</p> <p>3.1.4 <i>Implementation approach in the regions (up to 10 points):</i> for this criterion, "implementation in the regions" means:</p> <p>a) Methods used to consider the needs of regions that may vary from needs at the central level (2 points per proposed method up to 4 points); b) Strategies for delivering capacity-building activities in the regions (2 points per strategy up to 6 points).</p> <p>3.2 Project management plan: The Bidder should provide a project management plan, which should include a description of the following elements: (up to 80 points)</p> <p>3.2.1 <i>Human and financial resource management (up to 15 points)</i> The human resources and financial management strategy should describe three tools or mechanisms that the Bidder will use to ensure the effective management of human and financial resources. (5 points per relevant tool / mechanism described up to 15 points):</p> <p>3.2.2 <i>Recruitment of resources and experts (up to 15 points)</i> The Bidder should describe a procurement strategy for providing technical assistance or capacity building that:</p> <p>a) Ensures that resources, including experts, are selected based on merit (up to 5 points) b) Maximizes competition (up to 5 points) c) Strives to meet requests in a timely manner, in accordance with the mandated requirements (up to 5 points)</p>	160

RATED EVALUATION CRITERIA	SCORE
<p>3.2.3 <i>Integration of results-based management principles (up to 10 points);</i> The integration of the principles of results-based management is an essential ingredient for the realization of the project. The Bidder should list what it intends to do to ensure results-based management for this technical assistance or capacity building project. (2 points per relevant tool / activity / mechanism, up to 10 points)</p> <p>3.2.4 <i>Quality monitoring and control process (up to 10 points)</i> The quality monitoring and control process describes mechanisms to ensure the quality of the deliverables and services provided. The Bidder should list the mechanisms to be used to ensure the quality of the deliverables and services provided. (2 points for each relevant mechanism, up to 10 points)</p> <p>3.2.5 <i>Management of relationships with the stakeholders (up to 10 points)</i> The Bidder should describe the methods / activities it intends to use to mobilize stakeholders and resolve conflicts. (2 points per relevant method/activity described, up to 10 points)</p> <p>3.2.6 <i>Strategy and criteria for the evaluation of unexpected requests (up to 20 points):</i> A strategy and criteria for the receipt and consideration of unexpected requests for technical assistance or capacity building is required for the management of such requests, which will be formulated from time to time during the project. The Bidder should provide details of its strategy and the criteria it intends to use to evaluate unexpected requests, requests or proposals that will come from departments from time to time when they were not planned in the Annual work plan. Points to be enhanced by the description of the strategy and criteria such as:</p> <ul style="list-style-type: none"> a) Description of the strategy to be implemented for the receipt and consideration of unexpected requests (up to 10 points) b) Development of proposed criteria for the evaluation of unexpected requests (5 points per relevant criterion, up to 10 points) <p>3.3 Project organization chart: The Bidder should present an organizational chart for the project. This organizational chart should illustrate the reporting relationships that clearly reflect the roles and responsibilities outlined in Appendix A - Project Description, key stakeholders, including DFATD (up to 10 points).</p> <p>3.4 Logistics in Canada and Senegal: The Bidder should describe the planned logistics in Canada and Senegal (offices, transportation, equipment, support staff, others). It will indicate the activities to be carried out. The Bidder should describe an appropriate logistics management strategy to deal with the often complex logistical challenges associated with the multiplicity of mandates, locations and diversity of needs of the four sector ministries targeted by this technical assistance or capacity building project. It should also provide a description of its systems and internal project management structures and the envisaged measures to frame, monitor and control the execution of logistics (up to 20 points):The logistics management strategy will be assessed on the basis of:</p> <ul style="list-style-type: none"> a) Relevant description of the logistical challenges: (1 point per relevant challenge, up to 5 points) b) Response for each challenge mentioned: (1 point per relevant response, up to 5 points) c) Internal structures and planned measures for logistics monitoring and control: (2 points per relevant element, up to 10 points) <p>A maximum of seven (7) pages may be submitted for this requirement.</p>	
<p>Requirement 4: Project performance measurement framework (maximum 80 points)</p> <p>The Bidder should present its approach to results-based management (RBM). This approach should include:</p> <p>4.1 A detailed description of the Bidder's process for developing the performance measurement framework (PMF) and how it will acquire a database on the initial institutional situation (baseline) (up to 14 points).</p> <p>This criterion will be evaluated according to its relevance. Relevance means consideration of the following aspects:</p> <ul style="list-style-type: none"> a) Process for developing the PMF in a participatory manner (4 points) b) Methods used by the Bidder to collect baseline data on the initial institutional situation (baseline) (2 points per relevant method, up to 6 points) 	80

RATED EVALUATION CRITERIA	SCORE
<p>c) Approach for establishing realistic goals (4 points)</p> <p>4.2 Using form TECH-5A “Project Performance Measurement Framework,” the Bidder will identify two (2) indicator statements (one qualitative and one quantitative) for immediate outcome 1210, and two (2) indicator statements (one qualitative and one quantitative) for each of the first two associated outputs (outputs 1211 and 1212), provided by DFATD in the TECH-5A form. In all, the Bidder should have six (6) indicators. Indicators should be separated by gender (up to 60 points).</p> <p>4.2.1 For this criterion, the indicator statements will be evaluated based on their realism. A positive response to each of the following questions will determine whether the indicator statement is realistic: (1 point per “positive response” for a total of 4 points per indicator, up to a maximum of 24 points)</p> <ul style="list-style-type: none"> a) Validity: Does the indicator actually measure the outcome or the output? b) Sensitivity: Will the indicator be sensitive to the changes in the results that could occur? c) Utility: Will the indicator be useful for investment management (decision making, learning and adaptation)? d) Affordability: Is the information required for this indicator collected at a reasonable cost (i.e. the Bidder will indicate that it will use existing indicators in the partner country to the extent possible). <p>4.2.2 Each indicator statement will include information on data sources, data collection method, frequency of collection and responsibility. These PMF indicators will be evaluated on their realism (up to 36 points).</p> <p>For any element (data source, data collection method, frequency of collection and responsibility) to be realistic, the following will be considered:</p> <ul style="list-style-type: none"> a) Data sources: Are data sources providing a good variety and are appropriate for the indicator? (I.e. are they directly related to the element measured by the indicator?) (Up to 2 points per indicator, up to 12 points); b) Data collection methods: Are the methods indicated by the Bidder best suited to the indicator in question? Have the practicality and costs of each method of data collection been taken into account? (Up to 2 points per indicator, up to 12 points); c) Frequency of collection: Is the planned collection frequency the most appropriate for the indicator in question? (I.e. is it directly related to the element measured by the indicator?) Have the practical side and the costs associated with such a frequency been taken into account? (Up to 1 point per indicator, up to 6 points); d) Responsibility: Are the responsible entities the most appropriate for the indicator in question? Has the practical side been taken into account in this choice? (i.e. are they directly related to the element measured by the indicator?)(Up to 1 point per indicator, up to 6 points). <p>4.3 The Bidder should provide a monitoring strategy that will be assessed on clarity in order to effectively manage aspects of the project that relate to decision-making, learning and adaptation throughout the life cycle of the project. (2 points per element up to 6 points).</p> <p>The clarity of a monitoring strategy translates into effective project management throughout its duration in relation to:</p> <ul style="list-style-type: none"> a) Decision making based on lessons learned (generalizations made based on specific circumstances surrounding the monitoring or evaluation of projects, programs or policies, leading to broader lessons learned) (2 points) b) Learning (acquiring new knowledge, learning a technique) (2 points); c) Flexibility (adaptation throughout the project) (2 points) <p>A maximum of four (4) pages, in addition to form TECH-5A “Project Performance Measurement Framework,” may be submitted for this requirement.</p>	

RATED EVALUATION CRITERIA	SCORE
<p>Requirement 5: Pool of technical experts (up to 40 points)</p> <p>The Bidder should provide a description of its network of technical experts from which it may designate qualified technical experts to address the various sectors targeted by the technical assistance and capacity building activities conducted as part of this assignment. Among other things, the Bidder should demonstrate its capacity to recruit local experts. It should present its detailed approach for recruiting, selecting and managing experts to carry out short-term assignments.</p> <p>The Bidder's description of its technical experts network will be evaluated based on the following: (up to 40 points)</p> <ol style="list-style-type: none"> The extent to which the technical experts network can cover multiple sectors (education, agriculture and extractives), ideally 3 or more sectors (up to 10 points); The breadth of the network in terms of number of experts in Canada and Western Africa (at least 10 resources, ideally more than 50 resources) to meet the needs of this mandate (up to 10 points) The relevance of the expertise offered by the network to meet the mandate's key areas of interest (public financial management and strengthening of institutional frameworks) (up to 10 points) Strategy to maintain the technical experts database up to date both in Canada and locally: for managing, recruiting and selecting experts (10 points) <p>A maximum of two (2) pages may be submitted for this requirement.</p>	40
<p>Requirement 6: Capacity to determine risks and establish corresponding mitigation measures (up to 25 points)</p> <p>Using form TECH-5B "Risks," the Bidder should describe three (3) operational or development risks and two (2) financial risks it foresees having to manage as part of this project. The Bidder should propose a response to each of these risks (a total of five (5) risks and five (5) responses). The Bidder should also provide the risk level for each risk identified.</p> <p>6.1 For the five (5) risks identified, the Bidder should: (up to 25 points)</p> <ol style="list-style-type: none"> Describe the consequences of the risk incurred for the project (up to 3 points per risk, for a total of 15 points); Propose a relevant risk response (up to 2 points per response, for a total of 10 points). Here relevance will be assessed in terms of its relationship to the identified risk and its likelihood of reducing / mitigating the risk in question. <p>A maximum of two (2) pages, in addition to form TECH-5B, may be submitted for this requirement.</p>	25
<p>Requirement 7: Approach to Gender equality and the empowerment of women and girls (GWG) (up to 20 points)</p> <p>The Bidder should provide its approach for implementing the project with respect to Gender equality and the empowerment of women and girls (GWG) issues, describing how the project will meet the objectives outlines in, former CIDA's, Gender Equality Policy which is always applied by DFATD and the link with the new Canada's feminist assistance policy⁴².</p> <p>7.1 The approach should integrate the following elements (up to 20 points):</p> <ol style="list-style-type: none"> Describe the challenges and needs associated with Gender equality and the empowerment of women and girls opportunities in the Senegalese environment (5 points); Describe any activities to be included in the Project Implementation Plan (PIP) to increase the positive impact of the project on Gender equality and the empowerment of women and girls; (5 points); Take into account the need for coordination with the Government of Senegal and other donors, in accordance with the existing framework documents at the level of the Government of Senegal (5 points); Specify the necessary resources (5 points). <p>Points will be awarded if the approach integrates the elements and is relevant, detailed and structured.</p> <p>A maximum of two (2) pages may be submitted for this requirement.</p>	20

⁴² Canada has in place a new feminist international assistance policy ; <http://www.international.gc.ca/gac-amc/campaign-campagne/iap-pai/index.aspx?lang=eng>

RATED EVALUATION CRITERIA	SCORE
<p>Requirement 8: Environmental plan (maximum 20 points)</p> <p>The Bidder should present its plan to integrate environmental management and related opportunities.</p> <p>This plan should integrate the following elements :</p> <ol style="list-style-type: none"> a) Describe the challenges and needs associated with environmental management opportunities in Senegal (5 points) b) Describe all activities to be incorporated in the Project Implementation plan (PIP) to enhance the project's positive environmental impact (5 points) c) Consider the need to coordinate with the Government of Senegal and the other donors, in accordance with existing framework documents within the Government of Senegal (5 points) d) Determine the required resources (5 points) <p>Points will be awarded if the plan integrates the elements and is relevant, detailed and structured. A maximum of two (2) pages may be submitted for this requirement.</p>	20
<p>Requirement 9: Relevant approach to human rights (up to 5 points)</p> <p>The Bidder should describe its intended approach to the project to ensure its adequacy and compliance with international human rights standards. (Up to 5 points).</p> <p>A maximum of one (1) page may be submitted for this requirement.</p>	5
Subtotal	350
Proposed Personnel	
<p>A “bachelor's degree” means an undergraduate degree;</p> <p>A “master's degree” means a graduate degree;</p> <p>A “recognized establishment” means a public, non-governmental or private entity that is authorized, in whole or in a limited manner, to award diplomas by an Act of the competent legislature.</p>	
<p>Requirement 10: Long-term Project Director based in Dakar, Senegal (up to 100 points)</p> <p>Using form TECH-6A “Curriculum Vitae for Proposed Personnel,” the Bidder should provide the CV of the proposed candidate for the position of Project Director based in Dakar, Senegal. The CV should demonstrate:</p> <p>10.1 Academic qualifications (up to 15 points)</p> <p>10.1.1 Points will be awarded for the highest level of studies completed in a relevant field and recognized institution (up to 10 points) :</p> <ol style="list-style-type: none"> a) Bachelor's degree in a field other than: administration, public administration, strategic management, finance, international development, human resources or project management (0 point); b) Bachelor's degree in one of the following fields: administration, public administration, strategic management, finance, international development, human resources or project management (5 points); c) Master's degree in one of the following fields: administration, public administration, strategic management, finance, international development, human resources or project management (10 points). <p>10.1.2 Any additional training (coursework, certification, diploma) in the last ten (10) years in one of the following fields: (1 point per additional training, up to 5 points)</p> <ul style="list-style-type: none"> • Project management • Public administration • International development • Contracting management • Results-based management • Human resources management • Conflict management as part of project management • Financial management • Capacity building or support approaches 	100

RATED EVALUATION CRITERIA	SCORE
<ul style="list-style-type: none"> • Education or agriculture, or extractives <p>10.2 Experience: (up to 75 points)</p> <p>10.2.1 At least ten (10) years' experience in the management of international development projects (3 points) and project teams (3 points) in the field (3 points) as part of multi-year initiatives (3 points) of \$ 5 million or more (3 points) (up to 15 points).</p> <p>10.2.2 High level experience managing projects in a middle-income or developing country, preferably in Africa – full mark if carried out in Senegal (up to 10 points)</p> <p>Note: For this criterion, high-level means manager in a major organization, for a complex project, requiring change management and involving a large multidisciplinary team.</p> <p>10.2.3 The number of years of experience in the following specific areas will be evaluated: (up to 40 points)</p> <ul style="list-style-type: none"> a) Experience managing technical assistance or capacity building projects (3 points per year of experience, up to 15 points) b) Experience liaising with and including the participation of multiple stakeholders (3 points per year of experience, up to 15 points) c) Experience applying performance-based management principles, including results-based management, risk management or conflict management principles as part of managing projects (2 points per year of experience, up to 10 points) <p>10.2.4 Experience in public communications including presentation of project presentations, chairing of meetings and speeches at conferences of : (up to 10 points):</p> <ul style="list-style-type: none"> a) Senior managers in the public sector – 4 points b) Senior managers in the private sector – 4 points c) Representatives from local communities or civil society – 2 points <p>10.3 Points will be given for specific experience in the following areas: (up to 10 points)</p> <ul style="list-style-type: none"> a) Experience in project(s) involving Gender equality and the empowerment of women and girls (GWG) or environment integration (4 points) b) Experience identifying and recruiting technical experts to achieve results (4 points) c) Experience serving as a facilitator to foster dialogue and cooperation between stakeholders (2 points) <p>A maximum of four (4) pages may be submitted for this requirement.</p>	
<p>Requirement 11: Project Manager based in Canada (up to 50 points)</p> <p>Using form TECH-6A “Curriculum Vitae for Proposed Personnel,” the Bidder should provide the CV of the proposed candidate for the position of Project Manager based in Canada. The CV should demonstrate:</p> <p>11.1 Academic qualifications (up to 15 points)</p> <p>11.1.1 Points will be awarded for the highest level of studies completed in a relevant field and recognized institution (up to 10 points) :</p> <ul style="list-style-type: none"> a) Bachelor's degree in a field other than: administration, public administration, strategic management, finance, international development, human resources or project management (0 point); b) Bachelor's degree in one of the following fields: administration, public administration, strategic management, finance, international development, human resources or project management (5 points); c) Master's degree in one of the following fields: administration, public administration, strategic management, finance, international development, human resources or project management (10 points). <p>11.1.2 Any additional training (coursework, certification, diploma) in the last ten (10) years in one of the following sectors: (1 point per additional training, up to 5 points) :</p> <ul style="list-style-type: none"> • Project management • Project budget/financial management • Public administration • Human resources management 	50

RATED EVALUATION CRITERIA	SCORE
<ul style="list-style-type: none"> • Human resources database management • Results-based management <p>11.2 Experience (maximum 30 points)</p> <p>11.2.1 At least 5 years of experience in the management of international development project (2 points) and budgetary or financial management of projects (1 point) through multi-year initiatives (1 point) of at least \$ 5 million (1 point) (up to 5 points).</p> <p>11.2.2 The number of years of experience in the following specific areas will be evaluated (up to 25 points):</p> <ol style="list-style-type: none"> a) Experience identifying and recruiting technical experts and maintaining a database of these experts (1 point per year of experience, up to 5 points) b) Experience with the logistics of mobilizing staff or experts in the field for the short, medium and long term (1 point per year of experience, up to 5 points) c) Experience in official communications with government representatives of development aid donors (1 point per year of experience, up to 5 points) d) Experience developing administrative procedures manuals or financial reports (1 point per year of experience, up to 5 points) e) Experience applying performance-based management principles, including results-based management and risk management (1 point per year of experience, up to 5 points) <p>11.3 Additional points will be given for specific experience in the following areas: (up to 5 points)</p> <ol style="list-style-type: none"> a) Experience in projects involving Gender equality and the empowerment of women and girls (GWG) or environment integration (3 points) b) Experience managing a database of local technical experts of West Africa (2 points) <p>A maximum of four (4) pages may be submitted for this requirement.</p>	
<p>Requirement 12: Senior Advisor in public financial management based in Dakar, Senegal (up to 60 points)</p> <p>Using form TECH-6A “Curriculum Vitae for Proposed Personnel,” the Bidder should provide the CV of the proposed candidate for the position of Senior Advisor in public financial management in Dakar, Senegal. The CV should demonstrate:</p> <p>12.1 Academic qualifications (up to 15 points)</p> <p>12.1.1 Points will be awarded for the highest level of studies completed in a relevant field and recognized institution (up to 10 points):</p> <ol style="list-style-type: none"> a) Bachelor's degree in a field other than: administration, public administration, strategic management, finance, international development, human resources or project management (0 point); b) Bachelor's degree in one of the following fields: administration, public administration, strategic management, finance, international development, human resources or project management (5 points); c) Masters in one of the following fields: administration, public administration, strategic management, finance, international development, human resources or project management (10 points). <p>12.1.2 Additional training (coursework, certification, diploma) in the last ten (10) years in one of the following sectors: (1 point per additional training, up to 5 points)</p> <ul style="list-style-type: none"> • Project management • International development • Public administration • Contracting management • Human resources management • Education • Conflict management as part of project management • Results-based management • Capacity building or support approaches • Education, agriculture, or extractives 	60

RATED EVALUATION CRITERIA	SCORE
<p>12.2 Experience for the Senior Advisor in PFM: (maximum 40 points)</p> <p>12.2.1 At least five (5) years' experience in managing international development projects (2 points) and project teams (2 points) in the field (2 points) through multi-year initiatives (1 point) of at least \$ 5 million (1 point) (up to 8 points).</p> <p>12.2.2 Experience in capacity building (based on support approaches -advise support, training, coaching, development or improvement of work tools, mechanisms, systems, mentoring, companionship, etc.) ideally at least 3 types of support provided in a middle-income or developing country. (Up to 8 points)</p> <p>12.2.3 The number of years of experience in the specific areas listed below will be evaluated: (maximum 18 points)</p> <ul style="list-style-type: none"> a) experience in identifying needs for technical assistance or capacity building (1 point per year of experience up to 3 points); b) experience in establishing and maintaining professional and harmonious relationships with a variety of stakeholders (1 point per year of experience up to 3 points); c) experience as a facilitator to foster dialogue and cooperation between stakeholders (1 point per year of experience up to 3 points); d) experience in identifying and recruiting Canadian or local specialists (in a developing country) to conduct short- and medium-term assignments (1 point per year of experience up to 3 points); e) experience in applying performance management principles, including the principles of results-based management and risk management (1 point per year of experience up to 3 points); f) experience in managing labor relations with ministry (ies) from developing or middle-income countries (1 point per year of experience up to 3 points). <p>12.2.4 Specific experience for the Senior Advisor in PFM in procurement support (3 points).</p> <p>12.2.5 Specific experience for the Senior Advisor in PFM conducting public financial management reforms in a country that has already implemented program budgeting (3 points)</p> <p>12.3 Points will be given for specific experience in the following areas: (up to 5 points)</p> <ul style="list-style-type: none"> a) Experience in projects involving Gender equality and the empowerment of women and girls or environment integration (3 points) b) Experience serving as a committee secretary (2 points) <p>A maximum of four (4) pages may be submitted for this requirement.</p>	
<p>Requirement 13: Senior Advisor in public administration based in Dakar, Senegal (up to 60 points)</p> <p>Using form TECH-6A "Curriculum Vitae for Proposed Personnel," the Bidder should provide the CV of the proposed candidate for the position of Senior Advisor in Public Administration in Dakar, Senegal. The CV should demonstrate:</p> <p>13.1 Academic qualifications (up to 15 points)</p> <p>13.1.1 Points will be awarded for the highest level of studies completed in a relevant field and recognized institution (up to 10 points):</p> <ul style="list-style-type: none"> a) Bachelor's degree in a field other than: administration, public administration, strategic management, finance, international development, human resources or project management (0 point); b) Bachelor's degree in one of the following fields: administration, public administration, strategic management, finance, international development, human resources or project management (5 points); c) Masters in one of the following fields: administration, public administration, strategic management, finance, international development, human resources or project management (10 points). <p>13.1.2 All additional training (coursework, certification, diploma) in the last ten (10) years in one of the following fields: (1 point per additional training, up to 5 points)</p> <ul style="list-style-type: none"> • Project management 	60

RATED EVALUATION CRITERIA	SCORE
<ul style="list-style-type: none"> • Human resources management • International development • Human resources database management • Conflict management as part of project management • Results-based management • Financial management • Contracting management • Capacity building • Support approaches • Education, agriculture, or extractives <p>13.2 Experience for the Senior Advisor in public administration: (up to 40 points)</p> <p>13.2.1 At least five (5) years' experience in managing international development projects (2 points) and project teams (2 points) in the field (1 point) through multi-year initiatives (1 point) of at least \$ 5 million (1 point) (up to 7 points).</p> <p>13.2.2 Experience in capacity building (based on support approaches – advice, support, training, coaching, development or improvement of work tools, mechanisms, systems, mentoring, coaching, etc.), ideally at least 3 types of support provided in a middle-income or developing country (up to 8 points).</p> <p>13.2.3 The number of years of experience in the following specific areas will be evaluated (up to 15 points):</p> <ol style="list-style-type: none"> a) experience in identifying technical assistance or capacity-building needs (1 point per year of experience up to 2 points); b) experience in establishing and maintaining professional and harmonious relationships with a variety of stakeholders (1 point per year of experience up to 2 points); c) experience as a facilitator for dialogue and cooperation between stakeholders (1 point per year of experience up to 2 points); d) experience in identifying and recruiting Canadian or local specialists (in a developing country) to conduct short- and medium-term assignments (1 point per year of experience up to 3 points); e) experience in applying performance management principles, including the principles of results-based management and risk management (1 point per year of experience up to 3 points); f) Experience in managing work relationships with ministries in developing or middle-income countries (1 point per year of experience up to 3 points) <p>13.2.4 Specific experience for the Senior Advisor in Public Administration in the management of processes related to the development of public policies, program and results frameworks and monitoring and evaluation (10 points).</p> <p>13.3 Points will be allocated for any particular experience in the following areas (up to 5 points):</p> <ol style="list-style-type: none"> a) experience in projects involving Gender equality and the empowerment of women and girls or environment integration (3 points); b) experience in acting as Committee secretary (2 points). <p>A maximum of four (4) pages may be submitted for this requirement.</p>	
Subtotal	270
Total technical component	800
Pass mark	480
Financial component	200
Proposed cost	
Aboriginal component	
Aboriginal supplier incentive	50
Total 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

<Name of the Project>

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 Severability** 1.15.1 If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

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

- 2.4 Contract Approvals** 2.4.1 Acceptance of Plans and Reports
The Consultant will provide the Technical Authority with 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** 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

Annual Work plan

may be:

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

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

**2.5
Time of the
essence
2.6
Excusable
Delay**

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.

2.6.1 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 on 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 by 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 Advice and Advisories» issued by the Government of Canada.

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

3.4.3 Security Measures

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

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

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

For all contracts:

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

3.4.4 Personnel

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

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

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

3.4.5 Sub-consultants and Contractors

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

**3.5
Initial Visit and
Audit**

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

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

**3.6
Authorization to
Continue**

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

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

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

3.7

Ownership of Intellectual and Other Property Including Copyright

Definitions

3.7.1 The following definitions apply to this GC.

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

Licenses and Assignments

Beneficiaries of the assistance project

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

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

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

3.7.3 Assignment of rights in lieu of a licence

In lieu of the licence granted pursuant to section 3.7.2 and as requested by Technical Authority, the Consultant assigns to the beneficiary, in consideration of the price of its services under the Contract, all intellectual property rights in each

draft and version of any work created under the contract, free of charge and royalty-free, subject to the rights granted to Her Majesty under the contract.

Her Majesty

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

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

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

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

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

Licence for works created outside the Contract

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

Moral rights

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

Ownership symbol and public recognition

3.7.8 The Consultant must ensure that:

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

Transfer of Obligations

3.7.9 Transfer of Obligations to Employed Creators

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

3.7.10 Transfer of Obligations to Any Contractual Network of the Consultant

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

Description of works

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

Copies to be delivered

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

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

- 3.7.13 Certification regarding Clearance of Rights

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

- 3.7.14 Warranty regarding Non Infringement of Rights

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

- 3.7.15 Certification of Compliance

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

3.8 Intellectual Property Infringement and Royalties

- 3.8.1 If anyone makes a claim against DFATD or the Consultant concerning intellectual property infringement or royalties related to the work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against DFATD, according to the *Department of Justice Act*(R.S.C, 1985, c. J-2), the Attorney General of Canada will have the control and conduct of all litigation for or against DFATD, but the Attorney General may request that the Consultant defend DFATD against the claim. In either case, the Consultant agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. The settlement of any claim by the Consultant must be approved in writing by the Attorney General of Canada.
- 3.8.2 The Consultant has no obligation regarding claims that were only made because:
- (a) DFATD modified the work or part of the work without the Consultant's consent or used the work or part of the work without following a requirement of the Contract; or
 - (b) the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
 - (c) the Consultant used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this

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

- 3.8.3 If anyone claims that, as a result of the work, the Consultant or DFATD is infringing its intellectual property rights, the Consultant will immediately do one of the following:
- (a) take whatever steps are necessary to allow DFATD to continue to perform the allegedly infringing part of the work; or
 - (b) modify or replace the work to avoid intellectual property infringement, while ensuring that the work continues to meet all the requirements of the Contract; or
 - (c) refund any part of the Contract price that DFATD has already paid.

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

**3.9
Liability**

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

**3.10
Equipment,
Vehicles and
Materials**

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

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

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

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

for money;

- (c) Prompt and transparent notification to winning and losing bidders; and
- (d) Justification, including evidence of fair price in the event of non-competitive procurement, recorded on file.

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

3.10.3 Equipment, vehicles and materials purchased by the Consultant wholly or partly with funds provided by DFATD, will be the property of the Consultant until transferred to a Recipient Country or another approved entity in accordance with the approved disposal plan and will be marked accordingly by the Consultant until such transfer.

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**

3.12.1 In consultation with DFATD, the Consultant must ensure visibility and provide public recognition of Canada's support to the Project in publications, speeches, press releases, websites, social media or other communication material. This must be done in a manner compliant with Canada's Federal Identity Program.

3.12.2 The Consultant must plan for, and report on its public recognition activities in accordance with the reporting requirements of the Contract. The Consultant must supply DFATD with a copy of any written or electronic material acknowledging DFATD's support or information on their public recognition activities. DFATD may provide content and input into any supporting communication material.

3.12.3 The Consultant must provide at least fifteen (15) days advance notice to DFATD, unless otherwise agreed upon, of any planned initial public announcement of Canada's support. Prior to the initial announcement or until such time that DFATD publishes the Project in the public domain, communications activities must be limited to routine communications associated with Project implementation. DFATD will have the right to make the initial public announcement or participate in any official ceremony, public event or announcement made by the Consultant.

3.12.4 All public materials issued jointly by DFATD and the Consultant must be judged acceptable by both Parties and will be made available in both English and French.

3.12.5 After consultation, DFATD or the Consultant may request to cease all public recognition activities inter alia for security, programming or other compelling reasons. DFATD and the Consultant will consult each other to determine when the public recognition activities may resume.

**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, and private vehicle usage, in accordance with the meal, 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 Actual expenditures incurred in currencies other than Canadian dollars for project purposes must be converted using either FIFO (first in, first out) or weighted average method. These methods ensure that there will be neither gain nor loss from the conversion of the exchange rate. Any other method used by the consultant will be inadmissible.

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).

6.6 Advances

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

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

II. Special Conditions (SC) of Contract

Number of GC	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 style="color: red;"><i>«Title of the delegated signing authority as per DFATD Delegation Instrument »</i></p> <p>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:</p> <p style="color: red;"><i>«Title of the Project Manager»</i></p> <p>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 style="text-align: center;">Administrative Assistant Accountant and Driver</p>
Definitions (x)	<p>Recipient Country is Senegal</p>
1.3.1	<p>The law governing the contract is the law applicable in the province or territory of TBD</p>
1.6.1	<p>The addresses are:</p> <p>DFATD : Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2</p> <p>Attention : <i>[insert name of the contracting authority- 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	<p>The Member in charge is <i>[insert name of member]</i></p>
2.2.1	<p>The period of the Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.</p>
3.3	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate inclusive of defence costs.</p>

	<p>The insurance will include the following:</p> <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 its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or Contractors for medical reasons.</p> <p>4. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; (b) Cross Liability and separation of insured, to the extent permitted by law; (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and (d) 30 Days written notice of cancellation.
<p>3.4.1</p>	<p>Security Requirement: <i>Non-Applicable</i></p>
<p>3.6.1</p>	<p>Authorization to continue is applicable to this Contract: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following plans and reports will be subject to the Authorization to Continue: <i>Project Implementation Plan (PIP)</i></p>

<p>3.14.3</p>	<p>The Consultant must notify the Technical Authority 10 Days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher.</p>						
<p>4.2.1 and 6.2.3</p>	<p>Number of hours in a Day is 7.5</p>						
<p>6.1.1</p>	<p>The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i>, Applicable Taxes extra.</p>						
<p>6.1.6</p>	<p>The estimated amount of Applicable Taxes is: <i>[insert amount]</i></p>						
<p>6.2.6</p>	<p>The administrative mark-up rate is: <i>[insert rate]</i></p> <p>This rate will be applied to Sub-consultants and Contractors added during the implementation of the project as follows:</p> <table border="1" data-bbox="451 701 1344 935"> <thead> <tr> <th data-bbox="451 701 870 768"></th> <th data-bbox="870 701 1344 768">Application of the rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 768 870 868">Sub-consultants assigned to the project</td> <td data-bbox="870 768 1344 868">Fees invoiced by the Sub-consultants</td> </tr> <tr> <td data-bbox="451 868 870 935">Contractors</td> <td data-bbox="870 868 1344 935">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						
<p>6.2.7 (l) (m)</p>	<p>In addition to the eligible reimbursable expenses listed at GC 6.2.7, the following reimbursable expenses are also eligible under the Contract:</p> <p>(l) Actual and reasonable expenses for other personnel and contractors (technical experts) incurred in the framework of mandates including:</p> <ul style="list-style-type: none"> i. travel and subsistence expenses (in accordance with paragraph 6.2.7 (a)); ii. communication, including but not limited to long distance, internet, facsimile and courier costs; iii. Translation, interpreter, and text-processing costs directly related to the project, printing costs (including copying additional copies of documents and microcopy); iv. Other reimbursable expenses approved by DFATD. <p>(m) Actual and reasonable costs related to computer and reprographic equipment for recipients.</p>						
<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 shall apply to the advance payment and the advance payment guarantee:</p> <p>(a) Subject to GC 6.6, MAECD shall pay to the Consultant an advance payment not exceeding <i>[insert amount]</i> in Canadian dollars to cover the following expenses:</p> <ul style="list-style-type: none"> (i) costs related to the opening of a local office in the beneficiary country; (ii) long-term office rentals; (iii) the purchase of manufactured goods (project assets). <p>(b) At no time shall there be more than two (2) unpaid advance payments and the total of such advance payments shall not exceed <i>[insert amount]</i> Canadian dollars.</p> <p>(c) The Advance Payment Guarantee (LCSI) must be equal to the total advance payments not paid in Canadian dollars.</p>						
<p>6.5.1 (b)</p>	<p>The Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) for the face amount of \$600,000.</p>						
<p>6.7.2</p>	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice in three (3) copies, of the Consultant's Fees for the Services rendered, monthly rates and expenses paid during the previous month supported by the following</p>						

	<p>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, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, "detailed information" means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense. (e) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency. (f) If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice. <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> <ul style="list-style-type: none"> Purchase order: <i>[insert number]</i> WBS Element: <i>[insert number]</i> GLAcct/ CC/ Fund: <i>[insert number]</i> Vendor: <i>[insert number]</i> Project number: <i>[insert number]</i>

III. Annexes

- Annex A: Basis of Payment
- Annex B: Terms of Reference
- Annex C: Security Requirements Check List (Non applicable)

PO #:

ANNEX A – BASIS OF PAYMENT

1. PERSONNEL	FIRM ALL-INCLUSIVE DAILY FEE, \$					SUB-TOTAL ESTIMATED COST
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
1.1 Project Director in Senegal						
1.2 Project manager in Canada						
1.3 Senior Advisor in public financial management in Senegal						
1.4 Senior Advisor in Public Administration in Senegal						
1.5 Environmental Specialist in Senegal						
1.6 Gender Specialist (GWG) in Senegal						
1.7 Procurement Officer in Senegal						
1.8 Additional Personnel and Contractors to be determined during Project implementation, including the administrative mark-up rate.						4,600,000
<i>Sub-Total – Personnel FEES, \$</i>						
1.9 OVERSEAS COSTS FOR PERSONNEL ON LONG-TERM ASSIGNMENT IN THE RECIPIENT COUNTRY	MONTHLY RATE					SUB-TOTAL
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
1.10 RELOCATION COST FOR PERSONNEL ON LONG-TERM ASSIGNMENT	Mobilization		Demobilization			SUB-TOTAL
<i>Sub-Total – Overseas costs for Personnel on long-term assignment, \$</i>						
2. Reimbursable Expenses						
a) Travel and living expenses						\$
b) Equipment and supplies purchase and transportation costs						\$
c) Communication costs						\$
d) Translation and reproduction costs						\$
e) Bank charges						\$
f) Cost of Local Support Staff						\$
g) Expenses of counterpart personnel						\$

PO #: _____

h) Field office expenses			\$
i) Training expenses			\$
j) Reimbursable expenses for other personnel and contractors (technical experts)		3,400,000	\$
k) Costs of computer equipment and reprography for recipients		500,000	\$
		<i>Sub-Total – Reimbursable Expenses, \$</i>	
		CONTRACT AMOUNT, EXCLUDING APPLICABLE TAXES \$	

ANNEX B – TERMS OF REFERENCE (TOR)

(TBD)

PO #:

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

NOT APPLICABLE

PO #:

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

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

[name of 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]