

REQUEST FOR PROPOSALS

Procurement of Consulting and Professional Services DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND DEVELOPMENT (DFATD)



CONTENTS

Section 1. Instructions to Bidders (ITB).....	1
DATA SHEET	23
Section 2. Technical Proposal - Standard Forms	28
Section 3. Financial Proposal - Standard Forms	43
Section 4. Terms of Reference	45
Section 5. Evaluation Criteria	53
Section 6. Standard Form of Contract.....	64
A. Contract.....	68
I. General Conditions of Contract.....	69
II. Special Conditions (SC) of Contract.....	95
III. Annexes.....	100

Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) has a requirement for Renewable Energy Sector Monitor and Technical Consultant for Canada's Jordan Renewal Energy Development Program. Additional information related to the requirement is detailed in section 4, Terms of Reference.

The services are expected to start July 1, 2018 for a period of 3 years.

Section 1: Instructions to Bidders

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

Data Sheet

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

Section 2: Technical Proposal - Standard Forms

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

Section 3: Financial Proposal - Standard Forms

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

Section 4: Terms of Reference

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

Section 5: Evaluation Criteria

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

Section 6: Standard Form of Contract

I. General Conditions

This section contains the general clauses of the resulting Contract.

II. Special Conditions

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

REQUEST FOR PROPOSALS

RFP SEL: 2019-D-002296-1

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

Renewable Energy Program in Jordan

Section 1. Instructions to Bidders (ITB)

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

Mandatory Procedural Requirements

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

Definitions

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

- (h) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific services that the Consultant is required to provide under the Contract. A Contractor cannot be an individual. Contractor is not part of the Personnel.
- (i) **“Data Sheet”** means part of the ITB used to reflect specific conditions of the RFP.
- (j) **“Day”** means calendar day, unless otherwise specified.
- (k) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (l) **“Evaluation Team”** means a team established by DFATD to evaluate the Proposals.
- (m) **“Fees”** mean an all-inclusive firm 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) **“Licensed Professional”** is an individual who is licensed by an authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other similar profession.
- (r) **“Local Professional”** means Personnel engaged in the Recipient Country by the Consultant for the provision of Services under the Contract, who is a citizen or permanent resident of the Recipient Country, and who has specific professional/technical expertise in a field of work, excluding those defined as Local Support Staff.
- (s) **“Local Support Staff”** means, unless otherwise specified in the Data Sheet, the following positions in the Recipient Country:
- (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard;
 - (iv) Gardener.
- (t) **“Member”** means any of the entities that make up the consortium or joint venture; and **“Members”** means all these entities.
- (u) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to this RFP. Any communication between DFATD and the Member in charge is deemed to be

communication between DFATD and all other Members.

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

specified in Section 4, Terms of Reference.

- (gg) **“Sub-consultant”** means a person or entity or entities contracted by the Consultant to perform specific services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-consultant is part of the Personnel.
- (hh) **“Terms of Reference”** mean the document included in the RFP as Section 4.
- (ii) **“Travel Status”** means travel approved in writing by DFATD directly related to the Services.

**1.
Introduction**

- 1.1 The purpose of this RFP is to select a Consultant to provide the Services and enter into the resulting Contract.
- 1.2 Bidders are invited to submit a technical proposal and a financial proposal in response to this RFP.
- 1.3 Bidders who submit a Proposal agree to be bound by the instructions, clauses and conditions of the RFP and accept the clauses and conditions of the resulting Contract, as is, in their entirety.
- 1.4 The successful Bidder will be required to provide all Services.

Integrity Regime

- 1.5 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.
- 1.5.1 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*](#).
- 1.5.2 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.
- 1.5.3 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](#).

1.5.4 Subject to subsection 1.5.5 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 domestics 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.

1.5.5 Where a Bidder is unable to provide any of the certifications required by subsection 1.5.4, it must submit with its Proposal a completed Integrity Declaration Form, as further described in 7.10 (c), which can be found at Integrity Declaration Form.

1.5.6 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 related to negotiation of the resulting Contract will not be reimbursed by DFATD and are the sole responsibility of the Bidder. The location of the contract negotiation is indicated in the Data Sheet.

**3.
Governing Law**

3.1 The RFP and any resulting Contract must be interpreted and governed, and the relations between the Parties determined by the laws in force in the province of Ontario, Canada. The Parties irrevocably and unconditionally

attorn to the exclusive jurisdiction of the courts and tribunals of Canada.

- 3.2 A Bidder may, at its discretion, substitute the governing law of a Canadian province or territory of its choice without affecting the validity of its Proposal, by inserting the name of the Canadian province or territory of its choice in its Proposal (in TECH-3: Bidder’s Organization). If no substitution is made, the Bidder acknowledges that the governing law specified in paragraph 3.1 is acceptable to the Bidder.

4. Bidders

- 4.1 Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 4.2 All members of a consortium or joint venture must sign the resulting Contract and will be jointly and severally liable and responsible for the fulfillment and execution of any and all of the obligations of the resulting Contract.
- 4.3 Unless specified in the Data Sheet, this RFP is limited to Canadian individuals and entities as described in TECH-1: Acceptance of Terms and Conditions.

One Bidder, One Proposal

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

5. Proposal Validity

- 5.1 A Proposal must remain valid and open for acceptance for the period of time indicated in the Data Sheet.
- 5.2 DFATD may request Bidders to extend the validity period of their Proposal. Bidders who agree to DFATD’s request for an extension should either confirm the availability of the Personnel listed in the Proposal or propose a replacement in accordance with paragraph 15.1.

6. Clarifications and Amendment of RFP Documents

- 6.1 Bidders may request a clarification of any of the RFP elements no later than 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 to: Bid Receiving Unit - SGD
- 7.2 Bidders are requested to deliver their Proposal in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.
- 7.3 Proposal must be received by DFATD no later than the RFP Closing Date.
- 7.4 Due to the nature of this RFP, electronic transmission of a Proposal to DFATD by such means, including by electronic mail or facsimile will not be accepted.
- 7.5 Bidders are solely responsible for the timely receipt of their Proposal by DFATD. DFATD will not assume any responsibility for Proposals that are addressed to a location other than the one stipulated in the RFP and any such Proposals will not be accepted.

Late Proposals

- 7.6 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 national equivalent of the Bidder’s country), 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 (or national equivalent of the Bidder’s country) system that is acceptable to DFATD is a CPC cancellation date stamp, a CPC (or national equivalent of the Bidder’s country) courier Bill of Lading, or a CPC (or national equivalent of the Bidder’s country) 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 (or national equivalent of the Bidder’s country) 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 Bidders are requested to present their Proposal on 8.5” X 11” or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.
- 7.10 The requirements with respect to the submission of Proposal are as follows:
- (a) Technical proposal:
Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date.
 - (b) Financial proposal:
Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked “Financial Proposal”, followed by the RFP reference number, project title and the RFP Closing Date.
 - (c) 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 1.5, 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.
 - (d) Outer envelope:
Bidders are requested to place the envelopes containing the technical and financial proposals in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and the RFP Closing Date. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/ or marked as stipulated.
- 7.11 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD’s environmental initiatives and reduce waste.
- 7.12 With the exception of paragraph 7.14, all Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule of the Government of Canada.
- 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:

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

- (a) submitted in accordance with paragraph 7.1-7.10 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by DFATD prior to the RFP Closing Date.

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

**8.
Preparation of
Proposal**

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

Language

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

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

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

*Certifications
Required with the
Proposal*

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

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

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

9.4 If any certification made by the Bidder is untrue, whether made knowingly or unknowingly, or if the Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within ten (10) Days of DFATD informing the Bidder that it is considering such rejection.

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

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

Other Forms to Be Provided

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

Content presentation

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

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

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

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

10. Financial Proposals

10.1 All information related to Fees and if applicable, costs of Contractor(s) and Reimbursable Expenses 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 10.7, Pricing Basis, the Proposal will be rejected.

Reimbursable Expenses

10.3 If payment of Reimbursable Expenses is permitted pursuant to the terms of this RFP as specified in the Data Sheet, Bidders are required to estimate Reimbursable Expenses that they will incur in the realization of the project by filling in the form FIN-3. With the exception of Local Support Staff, Reimbursable Expenses should not contain any elements of Fees, costs of Contractor(s), if any, or overhead/ indirect costs. Bidders' budgetary estimates of Reimbursable Expenses will not be evaluated. They will be subject to

negotiation prior to contract award and subject to DFATD approval prior to reimbursement, which will be at cost.

10.4 If payment of Reimbursable Expenses is permitted pursuant to the terms of this RFP, they are to be provided using FIN-3:

(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. The Directive and the Special directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca>:

- (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Consultant will endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant will need to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes have to be documented in the Consultant's project file;
- (ii) the cost of meals, incidentals, and private vehicle usage, in accordance with the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
- (iii) the cost of registration, photographs, and courier services related to obtaining a visa;
- (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of clause 7.8 of the Special Directive and Appendix D of the Directive; and
- (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to “travelers” rather than to “employees”.

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

10.5 Any other directly related Reasonable Reimbursable Expenses required to carry out the project, which are not considered to be Fees, costs of Contractor(s) or overhead/indirect costs and that are not included in the above categories may be negotiated at the time of contract award.

Available

10.6 Where the available funding is specified in the Data Sheet, the financial

Funding

proposal FIN-1 should not exceed the funding available. If payment of Reimbursable Expenses is permitted pursuant to the terms of this RFP, the sum of FIN-1 and FIN-3 should not exceed the funding available.

Pricing Basis

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

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

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

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

- Salaries and fringe benefits related to the administration of the Bidder;
 - Staff recruitment;
 - Strategic planning activities;
 - Travel;
 - Workstations, including computers;
 - Other indirect/ overhead type of expenditures related to the Bidder's office(s);
 - Exchange rate fluctuation.
- (iv) Profit; and
- (v) Other cost elements related to Long term Personnel as indicated in the Datasheet.
- (b) Personnel categories to be used, where applicable:
- (i) Personnel assigned to the project in Bidder's country 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).
- (c) Costs related to Contractor(s), if applicable.
- Provision for Multi-year Contract** 10.8 The Fees must be expressed as fixed annual Fees by year (i.e. Year 1, Year 2, Year 3, etc)
- 10.9 The total cost of the individual Personnel is calculated by multiplying the average Fees for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual.
- Currency** 10.10 Bidders must provide the price of the Services in Canadian dollars (CAD).
- Taxes** 10.11 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.
- 10.12 For the purpose of Proposal evaluation, all taxes are excluded.
- 10.13 Local taxes (including, but not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, duties, fees, levies) may be applicable on amounts payable by DFATD under the Contract. Bidders are requested to exclude all local taxes from their price. DFATD may reimburse the Consultant for any such taxes or pay such taxes on behalf of the Consultant. Reimbursement mechanism of applicable local taxes in the Recipient Country will be determined during contract negotiations.
- Costing Principles** 10.14 Cost of the Contract is comprised of the total Fees and if applicable, costs of 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, 11.21, 12 and 13 from the time the Proposals are submitted to the time the Contract is awarded, the Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet,

on any matter related to their technical and/ or financial proposal. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.

- 11.2 Except as otherwise specified in this RFP, DFATD will evaluate the Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
- 11.3 DFATD's Proposal selection method is described in the Data Sheet.
- 11.4 Bidders are advised that proposals received as a result of this RFP will be evaluated by an evaluation team composed of representatives of Canada and may also include representatives of the Recipient Country and other external experts such as consultants. All proposals will be treated as confidential, in accordance with paragraph 19, Confidentiality.
- 11.5 The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel.
- Mandatory Procedural Requirements**
- 11.6 Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.
- 11.7 Proposals that comply with all of the mandatory procedural requirements will be evaluated based on the evaluation criteria as specified in Section 5, Evaluation Criteria. Any Proposals not meeting the mandatory evaluation criteria will be rejected.
- Evaluation of Technical Proposals**
- 11.8 Proposals that comply with the mandatory evaluation criteria will be evaluated based on the rated criteria.
- 11.9 In their technical proposals, Bidders are requested to address clearly and in sufficient depth the rated criteria specified in Section 5, Evaluation Criteria, against which the Proposal will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. Bidders are requested to provide supporting data (for example, description of past experience, degrees, description of the Bidder's facilities, when applicable), to demonstrate their capability. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.
- 11.10 The Proposals that fail to achieve the minimum technical score for the rated criteria indicated in the Data Sheet will be rejected and the financial proposal will remain unopened.
- 11.11 Only work experience of the Bidder will be assessed. In case of a consortium or joint venture, unless otherwise specified in Section 5, Evaluation Criteria, the experience of any Member could be included in a Proposal as work experience of the Bidder. Nevertheless, when the evaluation requirement is demonstrated through number of years/months of experience, the cumulative experience of the Members cannot be used. For example, if the RFP requires

five (5) years of experience in education, and both Members independently have three (3) years each, the experience requirement will not be met. For the purposes of evaluation, listing experience with no substantiation to describe where and how such experience was obtained may result in a score of zero.

11.12 Where Form TECH-6A, where applicable, is not provided with the Proposal, DFATD will, in its evaluation, treat the Proposal as though there was no one identified to carry out that specific element of the project. Where Form TECH-6B, where applicable, is not provided with the Proposal or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders must submit the completed TECH-6B within the timeframe specified in the notification. If the completed TECH-6B is not submitted within the specified timeframe, DFATD will treat the Proposal as though there was no one identified to carry out that specific element of the project. In this paragraph, “improperly completed” means:

- (a) There are one or more fields that are not completed; or
- (b) TECH-6B is not signed by the individual.

***Evaluation of
Financial
Proposals***

11.13 Financial proposal will be opened and evaluated only if the technical proposal achieves a score equal to or in excess of the minimum technical score indicated in the Data Sheet.

11.14 Fees and if applicable costs of Contractor(s) will be considered in the financial evaluation. If payment of Reimbursable Expenses is permitted pursuant to the terms of the RFP, they will not be evaluated and will be subject to negotiation with the selected Bidder.

11.15 The evaluation of financial proposals will be carried out in accordance with the Data Sheet.

11.16 Unless otherwise specified in the Data Sheet, Bidders are requested to include and price in their financial proposal (FIN-1) all Personnel and Contractor(s), if applicable, identified in any manner by the Bidder in the technical proposal and not specifically mentioned to be part of the overhead. Failure to do so will result in the financial proposal being scored zero.

11.17 If payment of Reimbursable Expenses is permitted pursuant to the terms of this RFP and should the Bidder’s financial proposal exceed the funding available specified in the Data Sheet, 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, Bidder’s proposal may not be given further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.

11.18 Where the minimum level of effort is specified in the Data Sheet and the level of effort proposed by the Bidder is below the specified minimum, DFATD will evaluate the Bidder’s financial proposal based on DFATD’s specified minimum level of effort.

11.19 Where the fixed level of effort is specified in the Data Sheet and the Bidder proposes a different level of effort, DFATD will evaluate the Bidder’s financial proposal based on DFATD’s fixed level of effort.

**Aboriginal
Supplier
Incentive**

11.20 Unless otherwise indicated in the Data Sheet, the Aboriginal Supplier Incentive does not apply to this RFP.

**Price
Justification-
Fees**

11.21 Bidders must provide price justification, on DFATD's request, and within the specified timeframe. Such price justification may include one or more of the following:

- (a) A copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other customers, including but not limited to fee history of assignments that covers at least one hundred (100) person-days billed in twelve (12) consecutive months over the last two years; or
- (b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/ indirect costs, profit and all other cost included in the proposed Fee; or
- (c) Any other supporting documentation as requested by DFATD.

**12. Clarifications
of Proposals**

12.1 In conducting its evaluation, DFATD may, but has no obligation, to do the following:

- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
- (b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
- (c) request, before award of any Contract, specific information with respect to Bidders' legal status;
- (d) conduct a survey of Bidders' facilities, and/ or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFP; and
- (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.

12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request will result in the Proposal being rejected.

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

**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 sub-totals in a total, the total will prevail;
- (c) in case of discrepancy between word and figures, the former will

prevail;

- (d) evaluate the financial proposal to reflect the minimum or fixed level of effort specified in the Data Sheet, if applicable;
- (e) in case of discrepancy between the level of effort in the technical and financial proposal, the financial proposal will be adjusted using the level of effort specified in the technical proposal; and
- (f) in case the financial proposal does not reflect the technical proposal, the financial proposal may be given a score of zero.

12.5 At the end of the evaluation process, the Point of Contact will advise the Bidder of the actions, if any, taken pursuant to the paragraph 12.4. A Bidder that disagrees may withdraw its Proposal.

13. Conditions of Contract Award

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

(a) Financial Capability

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

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

In the event that DFATD considers that the Bidder is not financially capable of performing the RFP requirement, DFATD may require that the Bidder, at the Bidder's sole expense, provide some form of guarantee, for example, a

financial guarantee from the Bidder's parent company, an irrevocable standby letter of credit, drawn in favour of DFATD, issued by an Approved Financial Institution or in the case of non-Canadian bidder, confirmed by an Approved Financial Institution, a performance guarantee from a Third Party or some other form of security, as determined by DFATD. If a parent company or a Third Party guarantee is considered appropriate by DFATD for the Bidder to be financially capable, DFATD may require the parent company or Third Party financial information.

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

(b) Procurement Business Number

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

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

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

(d) Proof of Insurance

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

(e) Aboriginal status

If applicable as indicated in the Data Sheet, 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 1.5.1 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 the form TECH-3: Bidder's Organization, submit to DFATD a list of names as required by, and in accordance with section 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. DFATD may initiate negotiations with the next highest-ranking Bidder.
- 14.2 Typical areas of negotiation may include:
 - (a) Fees
In a competitive environment, Fees proposed in the selected Bidder's financial proposal, which were part of the financial evaluation, are not normally subject to negotiation. However, DFATD reserves the right to request support for the proposed Fees and to negotiate down any and all Fees to ensure that fair value is obtained.
 - (b) Reimbursable Expenses, if payment of these expenses is permitted pursuant to the terms of this RFP
All Reimbursable Expenses, listed in paragraph 10.4, are negotiable.
 - (c) Local tax payment and reimbursement mechanism.

15. Personnel Replacement prior to Contract Award

- 15.1 If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals is available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agreed to with DFATD unless the Bidder is unable to do so for reasons beyond its control. For the purposes of this paragraph, only the following reasons will be considered as beyond the control of the Bidder: long-term/ permanent illness, death, retirement, resignation, maternity and paternity leave, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must provide a replacement with equivalent or greater qualifications and

experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not, at a minimum, achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.

- | | | |
|---|------|---|
| 16. Performance Security | 16.1 | To guarantee the Consultant's performance, ten (10) percent of the total Fees will be subject to a holdback. The application of the holdback is non-negotiable. |
| 17. Notification/ Debriefing of unsuccessful Bidders | 17.1 | After completing negotiations and awarding the Contract to the successful Bidder, DFATD will publish the award of the Contract on GETS and on DFATD website. |
| | 17.2 | Bidders may make a written request to DFATD to receive an oral or written debriefing on the strengths and weaknesses of the Bidder's own Proposal and to receive the marks obtained by the Bidder for each requirement of the technical component published in the evaluation grid and the marks obtained for the financial component. All costs related to oral debriefings, including but not limited to communication and/or transportation costs, are the responsibility of the Bidder. |
| | 17.3 | Bidders may also request the name of the successful Bidder, the total marks obtained by the successful Bidder in each of the categories of the technical component listed in Section 5, Evaluation Criteria, and the marks obtained by the successful Bidder for the financial component. Where the request involves a Bidder who is an individual, some information may qualify for protection under the <i>Privacy Act</i> . |
| 18. Commencement of Services | 18.1 | The Consultant is expected to commence provision of Services within the delay specified in the Data Sheet. |
| | 18.2 | The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by DFATD. |
| 19. Confidentiality | 19.1 | Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the <i>Access to Information Act</i> , the <i>Privacy Act</i> and the <i>General Records Disposal Schedule of the Government of Canada</i> . |
| 20. Rights of DFATD | 20.1 | DFATD reserves the right to: <ul style="list-style-type: none"> (a) reject any or all Proposals received in response to the RFP; (b) enter into negotiations with Bidders on any or all aspects of their Proposal; (c) accept any Proposal in whole or in part without negotiations; (d) cancel the RFP at any time; (e) reissue the RFP; (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who responded to |

- resubmit Proposals within a period designated by DFATD; and
- (g) negotiate with the sole compliant Bidder to ensure best value to DFATD.

Instructions to Bidders

DATA SHEET

Paragraph Reference	Renewable Energy Program in Jordan
Definitions (cc)	The Recipient Country is Jordan.
Definitions (ee)	The RFP Closing Date is 2018-06-06 at 14:00 hrs, Eastern Daylight Saving Time (EDT)
2.2	Location of contract negotiation: Ottawa, Ontario, Canada
4.3	<p>This RFP is limited to Canadian individuals and entities as described in TECH-1: Acceptance of Terms and Conditions:</p> <p style="text-align: center;">YES___ NO_X__</p> <p>A Bidder is eligible to participate in this RFP process if it, including each Member if a Proposal is submitted by a consortium or joint venture, has the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder, including each Member, if a proposal is submitted by a consortium or joint venture, must provide, if requested by DFATD, a certified copy and translation of the original documentation and any other requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and Place of Business. Any cost related to any such certification or translation is the sole responsibility of the Bidder. DFATD reserves the right to verify the certified copy of translation and to reject the Proposal in the event that the documents are found to be inaccurate or insufficient.</p> <p>A Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise in the Recipient Country.</p>
5.1	The Proposal validity period is 120 Days after the RFP Closing Date.
6.2, 6.4, 11.1, 12.2, 12.5 and 13.1	<p>DFATD Point of Contact is:</p> <p>Francisco Lopez Procurement Officer Department of Foreign Affairs, Trade and Development Telephone: 343-203-5461 Email: Francisco.lopez@international.gc.ca</p>
7.2	<p>Bidder is requested to submit:</p> <ul style="list-style-type: none"> • Technical proposal: The original and 1 copy

	<ul style="list-style-type: none"> Financial proposal: The original and 1 copy
8.2	Additional documentation is available: YES___ NO_X__
9.6	Cross-referencing is recommended: YES___ NO_X__
9.8	An estimated number of person-days for the project is: 177
9.9	The Bidder can propose alternative Personnel: YES___ NO_X__
10.3 to 10.6, 10.14, 11.14, 11.17, and 14.2	<p>Payment of Reimbursable Expenses is permitted pursuant to the terms of this RFP: YES_X__ NO___</p> <p>In addition to the listed eligible Reimbursable Expenses in ITB 10.4, the Bidder is requested to provide the following expenses in FIN-3:</p> <ul style="list-style-type: none"> (a) purchase and transportation costs for equipment and supplies required to carry out the project; (b) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier; (c) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying); (d) the actual cost of salaries and fringe benefits for Local Support Staff,; (e) the actual and reasonable costs of office rental and vehicle rental; (f) Additional Reimbursable Expenses for long term Personnel assigned to the project in the Recipient Country (12 or more consecutive months), excluding any costs related to the Personnel’s dependants: <ul style="list-style-type: none"> (i) Travel Expenses: The cost of commercial transportation, to and from the Recipient Country for the long term Personnel at the commencement and completion of the project, based on the lowest available fares, using the most direct routing. The Consultant will endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant 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

	<p>changes have to be documented in the Consultant's project file;</p> <p>(ii) Visa: the cost of registration, photographs, and courier services related to obtaining a visa/work permit in the Recipient Country;</p> <p>(iii) Housing; actual and reasonable cost of rent of un-furnished or furnished house/apartment, if applicable, subject to the approval of DFATD. Related expenses may include refurbishment, if applicable, and hotel accommodation at arrival and until permanent accommodation is available.</p>
10.6 and 11.17	<p>Available funding</p> <p>The available funding for the Contract resulting from this RFP is \$ 197,148.00 CAD, excluding Applicable Taxes. This disclosure does not commit DFATD to paying the funding available.</p>
10.7	<p>(v) Cost elements related to Long term Personnel:</p> <p>a) Overseas expenses – Expenses required by the Personnel while in the recipient country. These expenses may include, but are not limited to the costs of leasing a vehicle, clean drinking water, etc.</p> <p>b) Relocation expenses – meaning the relocation expenses billed by commercial moving companies for packing, transport, shipping, en route storage, in-country long term storage, delivery and unpacking of the Personnel's household effects, and shipping a personal vehicle. The Consultant is responsible for any related custom duties and insurance charges.</p>
11.3	<p>Lowest priced compliant Proposal:</p> <p>The technical proposal is awarded a maximum of 500 points. Only Proposals that achieve the minimum technical (rated requirements) score will be considered compliant. The evaluation of the financial proposal will be conducted in accordance with the method described in section 11.15 Evaluation of financial proposals of the Data Sheet. Bidder submitting the lowest priced compliant Proposal will be invited to negotiate.</p>
11.10 and 11.13	<p>In order to be considered compliant, the technical score must be achieved as per the following distribution of points:</p> <ul style="list-style-type: none"> • Point Rated Criteria 1 to 3: must meet an aggregate minimum technical score of 264 points and; • Point Rated Criterion 4: must meet a minimum technical score of 36 points. <p>Proposals which do not meet the minimum requirements as detailed above will be considered as non-compliant.</p>
11.15	<p>Evaluation of financial proposals</p> <p>The total of the financial proposal will be calculated by adding the sub-totals of costs related to the Bidder's all-inclusive firm Fees multiplied by the Bidder's level of effort</p>

	<p>for each position of Personnel proposed in accordance with FIN-1A and the sub-totals of costs related to the Contractor(s), if any, proposed in accordance with FIN-1B.</p> <p>For multi-year contract The total of the financial proposal will be calculated by adding the sub-totals of costs related to the average of Bidder’s all-inclusive firm Fees multiplied by Bidder’s total level of effort for each position of Personnel proposed in accordance with FIN-1A and the sub-totals of costs related to the Contractor(s), if any, proposed in accordance with FIN-1B</p>
<p>11.16</p>	<p>The clause is applicable: YES__X__NO__</p>
<p>13.1(c)</p>	<p>The Bidder is subject to security requirements: YES___NO__X__</p>
<p>13.1(d)</p>	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs.</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. (j) 30 Days written notice of policy cancellation. <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and (b) 30 Days written notice of cancellation.

	<p>3. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; (b) Cross Liability and separation of insured, to the extent permitted by law; (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and (d) 30 Days written notice of cancellation. <p>4. War Risk Accidental Death and Dismemberment Insurance, for Personnel working in areas considered to be war zones. A war zone is defined as the combat zone where military operations are conducted, such as Afghanistan. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
<p>13.1 (e)</p>	<p>Aboriginal Status is applicable to this requirement:</p> <p>YES ___ NO <u>X</u></p>
<p>18.1</p>	<p>Expected date for commencement of consulting and professional services is no later than 30 days following the signature of the Contract.</p>

Section 2. Technical Proposal - Standard Forms

Guidance to Bidders:

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

Bidders Checklist

1. Mandatory procedural requirements

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

Mandatory Procedural Requirements	✓
The Bidder has submitted only one Proposal in response to this RFP	
The Proposal validity is as per the Data Sheet 5.1	
The Proposal is submitted to: Department of Foreign Affairs, Trade and Development Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2 Attention to: 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 has provided and complies with the certifications of TECH-2 Form from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications in TECH-2.	
The Bidder submitted a completed TECH-2 and TECH-3 Form with its Proposal.	
The Bidder has demonstrated compliance with each of the mandatory criteria, if any, specified in Section 5, Evaluation Criteria.	
No information related to Fees and Reimbursable Expenses appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.7).	

The financial proposal is expressed as fixed Fee by year (i.e. Year 1, Year 2, etc...) and is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder’s Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 11.12, 11.20, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.1.	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

2. Other requirements:

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

Proposal Presentation and Submission	✓
Has the technical proposal used the headings and numbering system detailed in Section 5, Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in the Data Sheet?	
Has the Bidder submitted its proposal in the number of originals and copies indicated in the Data Sheet?	
Is the Original proposal clearly identified as “Original” on its cover?	
Is the Proposal presented on 8.5” X 11” or A4 paper and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Have the original and all copies of the technical proposal been placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date?	
Have the original and all copies of the financial proposal been placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date?	
If required, has an Integrity Declaration Form been submitted in accordance with paragraph 7.10(c)?	
Have the envelopes containing the technical and financial proposals been placed in an outer envelope and sealed?	
Does the outer envelope bear: <ul style="list-style-type: none"> - name of the Bidder - return address of the Bidder - submission address 	

- RFP reference number - project title - the RFP Closing Date	
Have the Proposal withdrawal, substitution and/ or modification, if any, been done as per ITB 7.13?	
Technical Proposal	
In case of a consortium or joint venture, has the Member in charge been identified by checking the appropriate box in TECH-1?	
Has the Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture provided information as required in TECH-3 with the Proposal?	
Has the Bidder provided information as requested in the TECH-4 according to the specified format?	
Has the Bidder completed and included all TECH-5 forms according to the specified format?	
Has the Bidder completed and included all TECH-6 forms according to the specified format?	
Has the technical proposal clearly and in sufficient depth addressed the rated requirements against which the Proposal is evaluated?	
Does the technical proposal conform to the specified page limits as indicated in Section 5, Evaluation Criteria?	
Financial Proposal	
If applicable and if Aboriginal direct hiring and/ or sub-contracting is proposed, has the Bidder completed FIN-2?	
If requested, has the Bidder provided estimate of Reimbursable Expenses that will be incurred in the realization of the project 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.	

FORM TECH-1
Acceptance of Terms and Conditions

Guidance to Bidders:

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

The Proposal to the Department of Foreign Affairs, Trade and Development for the provision of Services in relation to: Renewal Energy Program in Jordan

From (please print): Bidder’s Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

Title (Please Print)

Eligibility Certification:

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

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

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

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

Signature _____ Date _____

Member in charge

FORM TECH-2 Certifications

Guidance to Bidders:

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

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

1. INTEGRITY PROVISIONS

1.1 Subject to subsection 1.2, 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.

1.2 Where a Bidder is unable to provide any of the certifications required by subsection 1.1, it must submit with its Proposal a completed Integrity Declaration Form, which can be found at Integrity Declaration Form.

1.3 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.

2. CODE OF CONDUCT FOR PROCUREMENT

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

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

3. ANTI-TERRORISM REQUIREMENT

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

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

4. INTERNATIONAL SANCTIONS

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

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

5. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

(a) if the Bidder, any of its proposed Sub-consultants, any of its proposed Contractors including any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;

(b) if the Bidder, any of its proposed Sub-consultants, any of its proposed Contractors including any of their respective employees or former employees was involved in any other situation of conflict of interest or appearance of conflict of interest.

(c) if the Bidder, any of its proposed Sub-consultants, any of its proposed Contractors including any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in DFATD's opinion, give or appear to give the Bidder an unfair advantage.

2. The experience acquired by a Bidder who is providing or has provided the Services described in the RFP (or similar services) will not, in itself, be considered by DFATD as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

3. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. Where DFATD intends to reject a bid under this section, DFATD will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. The Bidder acknowledges that it is within DFATD's sole discretion to determine whether a conflict of interest, an appearance of conflict of interest or unfair advantage exists.

6. LANGUAGE CAPABILITY

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

7. EDUCATION AND EXPERIENCE

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

8. 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.

9. 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.

10. CERTIFICATIONS APPLICABLE TO CANADIAN BIDDERS ONLY

10.1 FORMER CANADIAN PUBLIC SERVANT CERTIFICATION

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

Definitions

For the purposes of this certification,

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

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

By completing this certification, the Bidder agrees that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on DFATD's website as part of the published proactive disclosure reports in accordance with Treasury Board's Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

FORM TECH-3 Bidder's Organization

Guidance to Bidders:

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

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

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

2. 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/assignment name:		Recipient Country, if applicable:	
Approximate project/assignment value:		Project location within country:	
Name of Bidder who performed services:		Personnel provided:	
		No. of Personnel:	
		No. of person-days:	
Name of client/ funding agency:			
Name of contact person:			
Telephone number:			
Start date (month/ year):	Completion date (month/ year):	Approx. value of services:	
		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/assignment:			
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 form(s) as part of their technical proposal:

TECH-5A, Resource Allocation;

**FORM TECH-5A
Resource Allocation**

TABLE: RESOURCE ALLOCATION

Name of Proposed Personnel	Position	Personnel Category	Estimated Level of Effort		
			In Bidder's country	In Recipient Country, if applicable	Total

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)</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>Personal Security Clearance: date and security certificate number</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>Membership in Associations</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

FORM TECH- 6C
Description of Years of Experience

Guidance to Bidders:

The Bidder is requested to complete this TECH to demonstrate the years of experience for each of the proposed resources.

The description of years of experience page limitation is two (2) pages.

PROPOSED RESOURCE: _____			
PERSONNEL POSITION: _____			
DATE		FIELD OF EXPERIENCE: _____	
From: yy-mm	To: yy-mm	Nature of Project/assignment with short description	Client
Total: number of years			

Section 3. Financial Proposal - Standard Forms

FORM FIN-1

TOTAL COST

Guidance to Bidders:

The Bidders must quote its financial proposal in Canadian currency (CAD). All-inclusive firm 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 IDENTIFIED BY THE BIDDER IN ITS METHODOLOGY

Guidance to Bidders:

Bidder must provide a firm all-inclusive daily Fee for each year of the Contract and a total estimated level of effort (LOE) for all positions of Personnel identified in its methodology.

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 \$	May 1, 2018 to April 30, 2021	
					Total LOE Estimated by the Bidder (Days)	Sub-Total Estimated Cost = Average of (year 1, 2 et 3) x Total LOE
					177	
TOTAL COST for FIN-1A (exclusive of any taxes)						

FORM FIN-1B

COSTS OF CONTRACTORS

CONTRACTORS	AMOUNT \$
Please provide the name or type of contractor and the cost breakdown (estimated labor and reimbursable expenses included in those Contractor Costs)	
TOTAL COST for FIN-1B (exclusive of any taxes)	\$

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

FORM FIN-3**REIMBURSABLE EXPENSES*****Guidance to Bidders:***

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

Indicative Reimbursable Expenses

#	Description	Units	\$, Per Unit	Sub-total, \$
1	International plane fare (rate based on Canada-to-Jordan flight)	1 ticket per year + flex. for 1 extra		
2	Per diems (meals and miscellaneous as per NJC travel directive)	36 days over 3 years + flex. for extra mission (+ 12 days)		
3	Hotel	24 days over 3 years + flex. for extra mission (+ 8 days)		
4	Local Transportation	24 days over 3 years + flex. for extra mission (+ 8 days)		
5	*Travel in Canada	2 meetings /year		
6	Other expenses (communications, internet, copying etc)	various		
	Total			

* If consultant lives outside of Ontario, budget for travel within Canada may be removed. Communications with partner organizations based in Canada will be undertaken through VC calls, skype, or other communications modes in order to keep costs down.

Section 4. Terms of Reference

1.0 TITLE

Renewable Energy Sector Monitor and Technical Advisor for Canada's Jordan Development Program, Department of Foreign Affairs, Trade and Development (DFATD)

2.0 PROJECT BACKGROUND

As a middle-income country, Jordan has a stable and well-functioning economy. While the global economic crisis slowed Jordan's GDP growth, the conflict in neighbouring Syria has had considerable impact on external trade and led to mounting fiscal deficits. Jordan's fiscal challenges have been compounded by increasing commodity prices and interruptions in imports of natural gas from Egypt. These factors, among others, contribute to Jordan's high unemployment, low wages, and growing pockets of poverty. Approximately 15% of Jordan's population lives in poverty, and another 20% experience "transient" poverty or periods of poverty through the year. There are also ongoing protection concerns for women and children and systemic barriers to women's empowerment and participation. These social development challenges are exacerbated by the fact that Jordan is hosting over 620,000 Syrian refugees, 85% of whom live outside of camps in Jordanian communities. The Government of Jordan (GoJ) provides Syrian refugees with access to the same basic services as Jordanians. While a welcome policy, this has increased pressure on public finances and Jordan's limited natural resource base, and reduced the quality and reach of public services.

The GoJ faces economic challenges that include poverty, unemployment and underemployment, and government debt. Moreover, Jordan has limited water and oil resources which makes the country's economy exposed to external shocks and worsens its reliance on foreign aid. The blockage of the natural trade routes and supplies of raw materials has also negatively impacted the Jordanian economy.

Jordan relies almost entirely (97%) on imported fossil fuel (oil and gas) supplies to power its economy. Oil price shocks and frequent disruptions in gas supplies have had destabilizing effects on the economy and have affected efforts at long-term economic planning. Jordan still supplies electricity to its citizens at significantly subsidized rates at a high cost to the government, which amounted to over \$850 million in 2014. At the same time, there is enormous untapped potential for generating power domestically through solar energy and other renewable sources, and through energy saving measures, with an added benefit of creating jobs and income generating opportunities for Jordanians, including women and youth. Such growth could be boosted by developing relevant local expertise and markets alongside devising financial instruments to ensure wider participation.

1.1 – The Renewable Energy and Energy Efficiency sector in Jordan

Jordan's Ministry of Energy and Mineral Resources (MEMR) has issued a National Energy Strategy (NES) as a roadmap for Jordan's energy development through 2020¹. The NES targets for renewable energy generation to reach 7% of the total supply mix by 2015 and 10% by 2020. These targets seem achievable as Jordanian official statements estimate the capacity of existing solar and wind energy projects to be around 1,000 megawatts². The rationale behind this is to ease the strain of the energy bill, which constituted to 19% of Jordan's Gross Domestic Product in 2015.

The renewable energy sector is a relatively nascent economic sector in Jordan which few donors currently support. The European Union was recently recognized by MEMR as a strategic partner for its contribution of 90 million euros in support of state budget to achieve sustainable energy.

¹ <http://www.memr.gov.jo/EchoBusV3.0/SystemAssets/PDFs/EN/energystrategy.pdf>

² http://www.memr.gov.jo/DetailsPage/MOE_EN/NewsEN.aspx?PID=199

Law 13/2012 (the Renewable Energy and Energy Efficiency Law) spells out the roles and responsibilities in the RE&EE sector in Jordan and provides the policy framework for expanding and promoting RE&EE solutions. Article 3 of the Law mentions that MEMR shall work with relevant and concerned entities to i) invest in and utilise renewable energy sources and increase their contribution to the energy mix in the Kingdom, ii) protect the environment and achieve sustainable development, and iii) improve energy efficiency across all sectors. The law also specifies the conditions for private sector participation in the development of renewable energy sources.

In order to implement the general policy of RE&EE expansion, the Jordan Renewable Energy and Energy Efficiency Fund (JREEEF) was founded in May 2015 (Bylaw 49) and it aims to i) develop programmes and projects that address increasing the utilisation of renewable energy sources and improving energy efficiency in the economy ii) leverage investments and donor funds in the RE&EE sector, and iii) coordinate various national and international efforts and projects in the RE&EE sector in Jordan. It is noteworthy that JREEEF is providing CA\$ 2M to the Sustainable Economic Development through Renewable Energy project, to which DFATD is contributing CA\$ 20M. JREEEF will be benefiting from this project and other donor development projects which aim to build JREEEF's capacities to steer the RE&EE sector.

1.2 – Canada's Jordan Development Program Rationale

Jordan's long-term goals of education sector reform and modernization and sustainable economic growth are the cornerstone of Canada's engagement in the country. Canada's development approach supports the *Jordan Response Plan 2016* and *Jordan Vision 2025* in three priority areas: *children and youth* (education), *sustainable economic growth* (investing in people and building economic foundations), and *building the resilience of Jordanian communities and government systems under stress from the Syria crisis*. This approach will contribute to a more prosperous and resilient society with improved economic opportunities and quality learning opportunities for Jordanians, including those affected by the Syrian conflict.

In line with Canada's designation of Jordan as a Country of Focus in 2014, Canada's development investments would further see enhanced engagement of Canadian private sector and non-governmental organizations in supporting Jordan's labour market needs and enhancing efficiency in the energy sector to reduce the fiscal deficit. Canada's efforts would support Jordanians, particularly women and youth, to develop critical skills necessary to be competitive in the labour market and to establish and sustain businesses; and, promote greater efficiency in the energy sector through the adoption of energy-efficient and renewable energy technologies.

1.3 – Program Overview and Approach

Canada's Jordan Development Program currently supports three projects that focus on, or target, RE&EE programming. The RE&EE sector portfolio includes promoting green and sustainable economic growth, job creation and entrepreneurship in Jordan, with a particular focus on women and youth; increased contribution by women and youth entrepreneurs in targeted sub-sectors (tourism, food processing, clean technology); and improved resilience and well-being of refugee and host communities.

1.4 – Program Expected Results

Canada's current development portfolio for the renewable energy sector in Jordan is comprised of three operational projects:

a) Sustainable Economic Development through Renewable Energy (\$20,000,000; 2016-2021)

Project Purpose: This project aims to improve the livelihoods of 150,000 women, men and their families in poor communities of the Jordan Valley and Ajloun region through the introduction of RE&EE solutions at the household level.

Intermediate Outcome 1: Improved livelihoods for women, men and their families by introducing renewable energy solutions into their households and businesses.

Immediate Outcome 1110: Increased access by households and public institutions to affordable RE&EE solutions.

Immediate Outcome 1120: Increased opportunities for income generation among women and locally based organizations.

Intermediate Outcome 2: Improved skills and employment prospects, particularly for women and youth, in Jordan's renewable energy sector.

Immediate Outcome 1210: More knowledgeable and skilled local labour force in the RE&EE sector.

Immediate Outcome 1220: Enhanced ability of new and existing small and medium enterprises to innovate in the RE&EE sector.

Intermediate Outcome 3: Strengthened enabling environment for the growth of a robust renewable energy sector in Jordan.

Immediate Outcome 1310: Strengthened ability of public sector entities to advance Jordan's renewable energy strategy.

Immediate Outcome 1310: Enhanced commercial environment for RE&EE program delivery.

b) **Jordan Valley Links: Enterprise Development in the Jordan Valley** (\$19,225,000; 2016-2021):

Project Purpose: This project aims to improve the entrepreneurial and business capacities of up to 50,000 women and youth in the Jordan Valley region through better access to enterprise development services and linkages with high end markets in three sectors (food processing, tourism, and clean technologies). It also aims to contribute to Jordan's economic growth and stability and addressing unemployment and economic deprivation in a chronically poor part of the country.

Intermediate Outcome 1: Improved entrepreneurial and business acumen of women and youth in targeted sectors (tourism, food processing and clean technology).

Immediate Outcome 1110: Increased capacity to women and youth entrepreneurs (WYEs) to operate businesses.

Immediate Outcome 1120: Increased access for WYEs to informal and formal business services.

Intermediate Outcome 2: Reduced barriers to entry for enterprise development for women and youth.

Immediate Outcome 1210: Increased access to finance for WYEs.

Immediate Outcome 1220: Increased capacity of market actors to engage with WYEs in selected sectors.

Immediate Outcome 1230: Increased community support for WYEs.

c) **Nour: Enhancing Child Protection, Education and Economic Resilience in Jordan** (\$11,780,000; 2016-2019)

Project Purpose: This project seeks to address key challenges affecting children's safety and education in Jordan. It aims to ensure Jordanian and Syrian girls and boys and their families have access to quality child protection, early childhood, and primary education services. As part of this project, an innovative approach to improving household resilience through the introduction of cost-saving RE/EE technologies will be piloted.

Intermediate Outcome 1: Improved education outcomes for refugee and host community girls and boys in four governorates in Jordan.

Immediate Outcome 1110: Increased access to gender-fair, quality education and early child care and development for Syrian and Jordanian girls and boys.

Immediate Outcome 1120: Increased knowledge of teachers in child-friendly methodologies and of children in civic participation, child rights and decision-making.

Intermediate Outcome 2: Strengthened child protection policies, services and structures at the household, community and ministerial levels.

Immediate Outcome 1210: Increased physical and technical capacity of Government of Jordan child-focused ministries on child protection service delivery.

Immediate Outcome 1220: Increased access to safe opportunities within communities for gender responsive development and psychological support for girls and boys.

Intermediate Outcome 3: Enhanced financial resilience for refugee and host community families with sustained gains in usage of renewable energy and resources.

Immediate Outcome 1310: Increased awareness of renewable resource solutions for low-income communities in peri-urban and rural settings.

Immediate Outcome 1320: Increased household savings (on energy, water and food bills) through adoption of renewable energy resources.

Refer to Appendix A for additional information on the projects.

The estimated Level of Effort per initiative could be divided as follows: Sustainable Economic Development through Renewable Energy Project (70%), Jordan Valley Links (15%), and Nour (15%). Should DFATD expand its support in the field of energy and RE/EE, this level of effort would be revisited.

3.0 OBJECTIVES

The Renewable Energy Sector Monitor and technical advisor (Consultant) will be required to support the Jordan Development Program in the monitoring of three projects that focus on, or target, RE&EE programming, with an emphasis on the Sustainable Economic Development through Renewable Energy Project. The duration of the monitoring services will be from contract signature to April 30, 2021.

More specifically, the Consultant is responsible for the following:

- a. Provide performance monitoring and technical advisory services to DFATD on the Renewable Energy and Energy Efficiency (RE&EE) Sector Programming in Jordan.

As Monitor, the Consultant will:

- 1) Assess the achievement of results and their measurement;
- 2) Assess the Canadian implementing partners' management effectiveness;
- 3) Assess the ongoing relevance of the project;
- 4) Assess the risks or evolving risks;
- 5) Assess the effectiveness of risk mitigation strategies;

- 6) Assess the degree of technical, staff skills and financial sustainability of results achieved;
- 7) Guide the implementing partners within the RE&EE sector to align, where feasible, with GoJ's policy indicators;
- 8) Encourage harmonization of performance data and the consistency of indicators among projects partners, where feasible, to be able to assess the compounded impact over time;
- 9) Assess the extent to which performance monitoring systems/indicators are in place and appropriate.

As *Technical Advisor*, the Consultant will provide DFATD with professional and technical analysis and advice, recommendations and propose solutions when required for the appropriate execution of all project activities in order to achieve the expected outcomes, including:

- 1) Regularly identifying lessons learned and making recommendations for adjustments to make the projects more efficient and effective;
 - 2) Act as a resource person for DFATD's Jordan project team, providing advice, analysis and up to date information on issues specific to the three projects;
 - 3) Review new proposals submitted to DFATD's Jordan development program that focus on the RE&EE sector;
 - 4) Advise on the development of new and relevant sector strategies or key documents, as required.
- b. Liaise with DFATD representatives at the Canadian Embassy and HQ, GoJ stakeholders, and other donors involved to determine the most effective performance management for the sector, as required or requested.

4.0 DESCRIPTION OF THE SERVICES TO BE PROVIDED

The activities/tasks to be undertaken include, but are not limited to the following:

a) Monitor for Projects' Results

The Consultant will assist DFATD with the monitoring of the implementation, with particular attention to the achievement of expected results. More specifically, the Consultant will:

- Review all key project documentation and selected relevant materials to understand the operational context in Jordan and the RE&EE sector project portfolio;
- Validate and ensure that the Logic Model (LM), the Performance Measurement framework (PMFs) and performance indicators of all operational projects remain relevant for assessing progress on achieving results and make recommendations for any suggested modifications, if necessary;
- Ensure that baseline data is comprehensive, sex-disaggregated, appropriate and adequate for informed decision-making including assessing the achievement of results, and, if necessary, make recommendations for improving baseline data collection;
- Advise on the continued relevance of the projects in terms of the technical and/or institutional circumstances justifying the projects, and suggest revisions to project implementation if deemed necessary;
- Analyze project progress towards achieving intended results, identify any problems, and recommend any corrective action that may be required in project implementation;
- Conduct field missions to Jordan to verify the progress in terms of results achieved and overall performance, once per year (with flexibility for one additional field mission, as needed) and up to a maximum of 5 missions during the assignment period, depending on the monitoring need and in consultation with the PTL;
- Review/assess Annual Work Plans and Budgets, quarterly financial reports, semi-annual and annual progress reports and comment on their quality and completeness for supporting decision-making by the PTL; consolidate results achieved from projects' progress reports; identify any proposed variations in

the scope of work of operational projects, with particular reference to the significance of any proposed changes to the scope of work or level of effort; advise on any issues that may require action;

- Identify and analyze evidence of sustainability of projects' results and make recommendations for improvement as required;
- Review and report on the defined and evolving risks to the achievement of projects' results, the continuing applicability of the projects' risks and critical assumptions, and the effectiveness of the mitigating strategies proposed by implementing partners;
- Assess the projects' performance in mainstreaming gender equality, governance and environmental sustainability as cross-cutting themes; communicate regularly with the DFATD's local Gender Equality and Environment advisors and engage them during monitoring missions, when appropriate;
- Assess stakeholders participation in the project decision making process;
- Assess the contribution of Canada's RE&EE projects to the sustainable economic growth in Jordan; and
- Assess Canada's contribution to the Sustainable Development Goal -SDG 7 that aims to provide: 1) universal access to affordable, reliable and modern energy services; 2) substantial increases in the share of renewable energy; and 3) a doubling of the global rate of improvement in energy efficiency and SDG 8 – that promotes sustained, inclusive and sustainable economic growth. Provide recommendations for DFATD's future strategies for the RE&EE sector.

b) Monitoring Performance of the Canadian implementing partners

The Consultant will assess the performance of the Canadian implementing partners. More specifically, the Consultant will:

- Ensure the Canadian implementing partners have appropriate internal monitoring and evaluation tools in place for assessing performance, measuring the results of project interventions, and reporting to DFATD and recommend improvements as appropriate;
- Assess the Canadian implementing partners' overall management of the projects, including financial management and the management of any subcontract partners, and make recommendations for improvements, if required;
- Provide feedback to DFATD on the effectiveness of the Canadian implementing partners in allocating financial resources to achieve expected project results;
- Identify problems and constraints affecting the Canadian implementing partners' ability to execute the project, and provide DFATD with comments and recommendations as required;
- Review and comment on the working relationship between DFATD, the Canadian implementing partners and project partners;
- Verify the extent of involvement of project partners in implementing and monitoring, and that their inputs are in accordance with roles and responsibilities defined in the project implementation agreements (e.g. project implementation plans);
- Provide feedback to DFATD on the performance measurement framework of the projects and provide advice on strategic planning;
- Verify that project activities are undertaken in accordance with relevant DFATD and Government of Canada policies, guidelines, rules and regulations;
- Monitor the self-assessments of the Canadian implementing partners and make suggestions on how lessons learned can be built into the projects; foster or facilitate the exchange of lessons-learned among implementing partners; identify opportunities for implementing partners to collaborate or work together on specific issues or shared interests (where possible/applicable); and
- Report on the Canadian implementing partners' responses to the results of any previous monitoring recommendations.

c) **Technical Advisory Service**

The Consultant will provide technical advisory services to DFATD, as requested. More specifically, the Consultant will:

- Review and comment on a variety of project and program documentation and other DFATD initiatives in Jordan relating to RE&EE for technical soundness and make recommendations, as appropriate;
- Review the overall technical soundness of the projects and make recommendations for improvement, as appropriate; in particular, review project work plans and reports and comment on the appropriateness of activities and approaches from a technical perspective;
- Highlight lessons learned (from the projects, other donor-funded projects in Jordan, etc.) that may enhance project/program performance and help avoid potential pitfalls and duplication of efforts;
- Periodically survey relevant activities and developments in RE&EE reform in Jordan and make recommendations for any adjustments that may be required for the project/program;
- Assist the Jordan development program in establishing future needs and direction of the projects/program, including assistance with planning formal evaluations (mid-term and end of project), if requested;
- Provide any other technical advice to the program on any issues that may require DFATD's attention or that may impede fulfilling project activities, which may include the preparation of specific analyses on an ad-hoc basis;
- Undertake sector analysis and/or prepare terms of reference for such analyses, as requested; and
- Assess and expand on how the RE&EE projects are contributing to the Jordan program-level results.

d) **Liaison Support**

The Consultant will provide project liaison support, as requested by DFATD, which may include the following:

- Attend project meetings as an observer or participant on behalf of DFATD and as requested by DFATD;
- Attend project workshops, training, or any other key activities as requested and report on their results, the level and degree of participation and commitment by the participants;
- Maintain an open working relationship with the Canadian implementing partners and project partners/stakeholders to enable information and ideas to follow freely for the benefit of the projects;
- Liaise and communicate projects with other projects' stakeholders, DFATD advisors/monitors and other donors to ensure more effective coordination and cooperation.

5.0 **DESCRIPTION OF THE TEAM**

The Consultant must provide one (1) individual whose services may be requested up to a maximum of 177 days over three (3) years.

6.0 **LANGUAGE REQUIREMENTS**

The Consultant must possess the following levels in English:

Oral = 4 - Advanced Professional Proficiency
 Reading = 4 - Advanced Professional Proficiency
 Writing = 4 - Advanced Professional Proficiency

The description associated with the language requirement can be found at the following website:
http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng

7.0 ROLES AND RESPONSIBILITIES

The Consultant must provide DFATD with the deliverables within the timeline established in the section 8 Deliverables. DFATD will have seven (7) days to accept the deliverable(s) or to request modifications through an e-mail Notice. The Consultant will then have five (5) working days to provide an updated deliverable.

The assignment must be conducted in accordance with DFATD's Results-Based Management policy, which requires a monitoring approach highlighting the collaboration of all project partners. The work will be undertaken in a collaborative manner with the purpose of providing constructive feedback to DFATD, the Canadian implementing partners, and the Government of Jordan (GoJ). While the Monitor will work in a collaborative manner with all project partners and stakeholders, he/she will work with/liaise directly with the DFATD Project Team Leader.

8.0 DELIVERABLES

The Consultant will produce the following written deliverables first in draft form, and then upon integrating DFATD's feedback and approval, a final version. The final deliverables will be provided in English, in electronic formats (Microsoft Office programs and PDF). The format and substantive content for these deliverables should be easily accessible to DFATD for the ongoing management of the renewable energy projects in Jordan:

- *Work Plan*: A draft work plan for the duration for the contract period within two months of contract signature, which is expected to be finalized following an introductory mission to Jordan. This work plan will elaborate on the tasks, priorities and costs involved in carrying out the work.
- *Subsequent annual work plans* within three weeks of receiving the approved Annual Work Plans of the three operational projects (based on the timeframe for the last work plan submitted);
- *Written comments on the projects' Annual Work Plans* and accompanying project documents (i.e. procurement manual/plans, logic model, PMF) and periodic progress/performance reports within five days of receipt;
- *Monitoring Mission Terms of Reference (TORs)*: The Consultant will develop draft TORs for review and approval by DFATD. The draft TORs will be submitted to DFATD at least one month prior to each field mission. The TORs will also include a proposed itinerary, a schedule of meetings and estimated Level of Effort (LOE) with budget.
- *Monitoring mission reports* – The Consultant will provide monitoring reports within two weeks of the final day of each mission and will include summarized findings and recommendations; outstanding issues for follow up in subsequent monitoring missions (if any), interview minutes, questionnaires, and a complete list of individuals interviewed;
- *Verbal debrief* no later than five (5) days following each mission with DFATD and others, as necessary, on the key findings and issues that need to be addressed immediately. A preliminary verbal debrief with the DFATD PTL will take place prior to the Consultant's departure from Jordan;
- *On-going and timely feedback* to DFATD on technical issues related to the project and legal/legislative development in Jordan, as required;
- *End of Renewable Energy Sector Monitoring Report* that will be submitted within one month following the end of key renewable energy sector initiatives (the appropriate time will be agreed to with DFATD). This report should provide insights into the overall implementation of the projects within a results-

based management framework. In particular, the report should include comments on the management structure of the projects, insights on the projects' ability to be innovative and successful results replicated, lessons learned, and recommendations on where and how DFATD may further direct assistance in this sector.

- *Special reports/analyses and other written material*, as required.

9.0 MEETINGS

The Consultant will participate in meetings in Jordan and Canada, as required.

10.0 TRAVEL

The Consultant will be required to travel to Jordan to verify progress in terms of results achieved and overall performance, once per year (with flexibility for one additional field mission, as needed) and up to a maximum of 5 missions during the assignment period, depending on the monitoring need and in consultation with the PTL. One to two trips to DFATD's offices in Canada may also be required.

11.0 LOCATION OF THE WORK

Except while travelling, all work must be conducted at the Consultant's office.

12.0 SUPPORT TO BE PROVIDED BY DFATD

DFATD will provide the Consultant with all relevant program- and project-related documents, including key documents related to Government of Canada policies, programming approaches and processes and regulatory or reporting requirements.

13.0 CONSTRAINTS

The Consultant will at all times be expected to observe relevant policies and standards. The Consultant will be expected to use his own workspace, equipment and materials (DFATD will not provide office space). The Consultant will also be responsible for booking his/her own travel arrangements.

14.0 ENVIRONMENT

The Consultant must notify DFATD if he/she identifies any project component 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.

Section 5. Evaluation Criteria

Guidance to Bidders

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

GENERAL INSTRUCTIONS (FOR ALL SECTORS):

Definitions:

For the purpose of this evaluation grid, the following definitions apply:

- (a) **“Assignment”**: a mandate with specific duties, deliverables and specific period, which involved a level of effort of at least twenty (20) Days per year for a three (3) year minimum duration, on the part of the Proposed Individual. An Assignment can be part of a full-time job.
- (b) **“At least”** or **“minimum”**: the minimal expectation for a requirement. No points will be given if the minimal expectation is not demonstrated.
- (c) **“Developing country”**: a country that is eligible for development assistance according to the Development Assistance Committee of the Organisation for Economic Co-operation and Development (OECD-DAC). Countries that are currently considered to be developing countries are listed in <https://www.oecd.org/dac/stats/documentupload/DAC%20List%20of%20ODA%20Recipients%202014%20final.pdf>. Countries that were formerly, but are not currently on the DAC list will be deemed to be developing countries if they were on the OECD-DAC list at the time the work was performed <http://www.oecd.org/dac/stats/historyofdaclistsofaidrecipientcountries.htm>. The onus is on the Bidder to identify when this situation applies to the cited experience.
- (d) **“The Middle East”** includes the following countries: Syria, Lebanon, Iraq, Jordan, Kuwait, Bahrain, Qatar, Saudi Arabia, United Arab Emirates, Yemen and Oman.
- (e) **“International development”**: a mandate with the ultimate aim of reducing poverty and improving the well-being of people living in a developing country.
- (f) **“Monitoring Services”** is assessing and analysing the project/program information to judge and determine if it is on track and contributing to the outcomes as expected. It is the systematic and continuous collection, analysis and use of information to support effective decision-making in a project/program. Monitoring services also include making recommendations and proposing adjustments to the project/program based on this assessment.
- (g) **“Sector”**: a field described in paragraph 3.3 *Description of Sectors and Sub-Sector of Part I, Section 4: Generic Terms of Reference*. “Sectoral experience” refers to experience in the Sector for which the individual is proposed.
- (h) **“Technical Assignment”**: means an assignment where the Proposed Individual is directly responsible for the provision of technical subject matter expertise. Management or project management roles, project monitoring and evaluation assignments are considered, if and only if, they include provision of technical component and the Bidder provides the level of effort and description associated to the technical component only.

An Assignment with specific duties, deliverables and specific period, which involved a level of

effort of at least twenty (20) days on the part of the Proposed Individual. An Assignment can be part of a full-time job.”

- (i) **“Advanced Professional Proficiency (level 4):”** means able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. May have some difficulty with some dialects and slang.

Use of Forms: For each Proposed Individual, Bidders should submit forms TECH-4A “Curriculum Vitae (CV) for Proposed Individual” and TECH-4B1 “Demonstration of Proposed Individual’s Monitoring Capabilities” and TECH-4B2 “Demonstration of Proposed Individual’s Technical Capabilities”. Forms TECH-4A, TECH-4B1 and TECH-4B2 should clearly identify the Sector for which an individual is proposed.

The information in form TECH-4A will be used to assess the mandatory technical criteria, as well as Criterion 1 and Criterion 2 of the rated technical criteria.

The information in TECH-4B1 will be used to assess Criterion 3 of the rated technical criteria.

The information in TECH-4B2 will be used to assess Criterion 4 of the rated technical criteria.

Content of Proposals:

Where a criterion or sub-criterion specifies a number of days of experience, the days where the assignments overlap are counted once.

Where a criterion or sub-criterion specifies a number of days of experience, the maximum number of days in a month to be demonstrated by the Bidder should not exceed 31 days per month calculated on an average, otherwise the assignment will not be considered.

Where a criterion or sub-criterion specifies a timeframe (e.g. “within the last fifteen (15) years”), the RFSA Closing Date is the point of reference. Experience acquired before the specified timeframe will not be considered. Where an Assignment is on-going and partially completed, only the portion of work performed within the specified timeframe will be considered. The Bidder bears the onus to provide the level of efforts in days performed within the timeframe.

Example: Assuming the RFSA Closing Date is June 15, 2016 and that the experience should be within the last 15 years (i.e. only the work done between June 15, 2001 and June 15, 2016 will be considered).

Scenario 1:

- Assignment started on January 1, 2001 and completed on November 31, 2001;
- The total level of effort for the Assignment was 100 days; and
- 23 days were performed after June 15, 2001 which is the point of reference.

In above scenario 1, the Bidder should clearly indicate **23 days performed after June 15, 2001** in TECH-4A, TECH-4B1 and TECH-4B2. Should the Bidder omit to provide this information, the assignment will not be evaluated.

Scenario 2:

- Assignment started on March 1, 2015 and will be completed on November 31, 2016;

- The total level of effort for the Assignment was 50 days; and
- 10 days were performed up to June 15, 2016, which is the point of reference.

In above scenario 2, the Bidder should clearly indicate **10 days performed up to June 15, 2016** in TECH-4A, TECH-4B1 and TECH-4B2. Should the Bidder omit to provide this information, the assignment will not be evaluated.

Bidders should provide a reference (name, title, telephone number and email address) for each experience or Assignment used to respond to a criterion or sub-criterion.

Criteria No.	Mandatory Technical Criteria	Compliance (Yes or No)
M1	<p><i>Education</i></p> <p>The Bidder’s Proposed Individual must have at least an Engineering Bachelor degree in a relevant field of study to the scope of work (Energy, Renewable Energy/Energy Efficiency, Environment, Environmental Science and Technology) from a recognized university.</p> <p>https://www.canada.ca/en/employment-social-development/programs/post-secondary/designated-schools.html</p>	
M2	<p><i>Renewable Energy Sector Monitoring Services Experience</i></p> <p>Using form TECH-4A, the Bidder must provide Assignment(s) demonstrating that the Proposed Individual has:</p> <p>A minimum of 250 cumulative days of sectoral experience providing monitoring services in the last fifteen (15) years.</p>	
M3	<p><i>Renewable Energy Sector Experience providing Monitoring or Technical Advisory Services in International Development</i></p> <p>Using form TECH-4A, the Bidder must provide Assignment(s) demonstrating that the Proposed Individual has:</p> <p>A minimum of 800 cumulative days of sectoral experience providing monitoring services or technical advisory services in international development in the last fifteen (15) years.</p>	
Criteria No.	Rated Technical Criteria	
Criterion 1	Academic Qualifications	Score
	<p>Using form TECH-4A, the Bidder should demonstrate that the Proposed Individual has academic qualifications in a field related to the Sector.</p> <p>Scoring (up to 50 points): <i>Highest level of education achieved at a recognised university in a field related to the Sector (non-cumulative):</i></p>	/50

	<ul style="list-style-type: none"> • Bachelor’s degree in Engineering: 0 points • Bachelor’s degree in Engineering, plus additional degree(s) in a field of study relevant to the scope of work (Energy, Renewable Energy/Energy Efficiency, Environment, Environmental Science and Technology), from a recognised university: 30 points; • Master’s degree in Engineering from a recognized university: 40 points; • Master’s degree in Engineering, plus additional degree(s) or certification in a field of study relevant to the scope of work: 50 points. 	
	Total Points for Rated Technical Criterion 1	/50
Criterion 2	Sectoral Services Experience Projects/assignments used in the mandatory technical criteria may be used for the Rated Technical Criteria.	
R 2.1	<p>Renewable Energy Sector Experience Providing Monitoring Services</p> <p>Using form TECH-4A, the Bidder should provide the Assignment(s) demonstrating that the Proposed Individual has renewable energy sector experience providing Monitoring Services in the last fifteen (15) years.</p> <p>Scoring (up to 125 points):</p> <ul style="list-style-type: none"> • 250 to 400 cumulative days: 75 points; • 401 to 550 cumulative days: 100 points; and • 551 + cumulative days: 125 points. 	/125
R 2.2	<p>Renewable Energy Sector Experience providing Monitoring Services or Technical Advisory Services in International Development</p> <p>Using form TECH-4A, the Bidder should provide the Assignment(s) demonstrating that the Proposed Individual has at least 800 days renewable energy sector experience providing Monitoring Services or Technical Advisory Services in International Development in the last fifteen (15) years.</p> <p>Scoring (up to 60 points):</p> <ul style="list-style-type: none"> • 800 to 1,100 cumulative days: 36 points; • 1,101 to 1,400 cumulative days: 50 points; and • 1,401 cumulative days or more: 60 points. 	/60
R 2.3	<p>Renewable Energy Sector Experience in the Middle East</p> <p>Using form TECH-4A, the Bidder should provide the Assignment(s) demonstrating that the Proposed Individual has renewable energy</p>	/60

	<p>sector experience working in the Middle East, preferably Jordan, in the last fifteen (15) years.</p> <p>Scoring (up to 50 points):</p> <ul style="list-style-type: none"> • 60 to 240 cumulative days in the Middle East: 30 points; • 241+ cumulative days in the Middle East: 50 points. <p>Additional points (10 points): Candidates with at least 60 days experience in Jordan (Jordan assignments must be listed separately even if they are included in the overall assignments to gain the additional points): 60+ cumulative days in Jordan: 10 points.</p> <p>Maximum two (2) pages by assignment</p>	
<p>R2.4</p>	<p>Sectoral Experience with Stakeholders</p> <p>Using form TECH-4A, the Bidder should demonstrate the Proposed Individual’s experience with at least two (2) different types of stakeholders in the context of sectoral Monitoring Services Assignments in the last fifteen (15) years.</p> <p>For the purpose of this sub-criterion, “experience with a stakeholder” means that the Proposed Individual:</p> <ul style="list-style-type: none"> • worked directly for the stakeholder as an employee OR • worked on an Assignment funded by the stakeholder; OR • had a direct working relationship with the stakeholder. <p>Simply identifying stakeholders without supporting information could result in a score of zero (0) for this sub-criterion.</p> <p>DFATD will consider the following types of stakeholders:</p> <ul style="list-style-type: none"> • Donor agencies (organizations that are part of a government that oversee or administer the financing of international development projects and programs); • Governmental organizations (organizations that are part of a government, other than donor agencies; at all levels, including inter-governmental organizations); • Multilateral development institutions (organizations formed between nations to work on issues that relate to all of the countries in the organization, such as the ones listed at http://www.international.gc.ca/development-developpement/partners-partenaires/key_partners-partenaires_cles/index.aspx?lang=eng); • Non-governmental organizations (organizations that are not part of a government, that operate not-for-profit, and that pursue social aims); and • Private sector firms (organizations that are not part of a 	<p>/25</p>

	<p>government and operate for profit).</p> <p>Scoring (up to 25 points):</p> <ul style="list-style-type: none"> • Experience with 2 different type of stakeholder: 15 points; • Experience with 3 different types of stakeholders: 20 points; and • Experience with 4 or more different types of stakeholders: 25 points. 	
	Total Points for Rated Technical Criterion 2	/270
Criterion 3	Demonstrated Monitoring Capabilities	
R 3.1	<p>Using form TECH-4B1, the Bidder should describe two (2) distinct sectoral monitoring services assignments in the last (15) years to demonstrate that the Proposed Individual has provided Monitoring activities, as set out in the RFSA Generic Terms of Reference (GTOR), paragraph 3.2.</p> <p>For each Assignment, the Bidder should describe the methodology used by the Proposed Individual in carrying out the Monitoring Services based on the following six (6) elements:</p> <ol style="list-style-type: none"> work planning, information gathering strategy; design and use of monitoring tools; ensuring quality of deliverables; integration of relevant cross-cutting themes (“cross-cutting themes” refers to advancing gender equality, increasing environmental sustainability and strengthening governance); stakeholder engagement; applying lessons learned and integrating international best practices in an international development context. <p>Scoring:</p> <p>Points will be allocated based on the six elements listed above. For each elements, the Bidder will be allocated up to 10 points as follow:</p> <ul style="list-style-type: none"> • Inadequate description (i.e. no demonstration that the Proposed Individual carried out the element related to the type of activities): 0 points; • Basic description (i.e. minimal demonstration that the Proposed Individual carried out the element related to the type of activities): 6 points; • Good description (i.e. satisfactory demonstration that the Proposed Individual carried out the element related to the type of activities): 8 points; • Excellent description (i.e. strong demonstration that the Proposed Individual carried out the element related to the type of activities): 10 points. 	<p><i>/60 Per Assignment</i></p>

	<p>Notes:</p> <p>If the Assignment does not align with the indicated type of activities, described in paragraph 3.2 of the Section 4 “Generic Terms of Reference” it will not be rated.</p> <p>If the Bidder submits more than two (2) Assignments, DFATD will only consider the first two (2) in the order of presentation.</p> <p>Maximum two (2) pages per assignment.</p>	
	Total points for Rated Technical Criterion 3	<i>/120</i>
	Total Aggregate Points for Rated Technical Criteria 1 to 3 Pass Mark 60% or 264 Points (Not compliant if it does not meet the pass mark)	<i>/440</i>
Criterion 4	Demonstrated Technical Capabilities	
R 4.1	<p>Using form TECH-4B2, the Bidder should describe two (2) distinct Sectoral Technical Assignments in the last fifteen (15) years to demonstrate that the Proposed Individual provided at least two (2) out of the three (3) following types of activities, as set out in the “Section 5: Evaluation Criteria – Appendix I – Description of Rated Criteria 4.1”:</p> <ol style="list-style-type: none"> 1. Strategic research, analysis and advice; 2. Feasibility and scoping studies; 3. Project/program design and planning (including Results Based Management or equivalent); <p>A) The Bidder should describe one (1) type of activity of those listed above, per Assignment.</p> <p>B) For each Assignment, the Bidder should describe the methodology used by the Proposed Individual in carrying out the type of activity based on the following five (5) elements:</p> <ol style="list-style-type: none"> i. work planning, information gathering strategy; ii. ensuring quality of deliverables; iii. integration of relevant cross-cutting themes* (“cross-cutting themes” refers to ‘advancing gender equality’, ‘increasing environmental sustainability’ and ‘strengthening governance’); iv. stakeholder engagement; and v. applying lessons learned and integrating international best practices in an international development context. <p>Scoring: Points will be allocated based on the five elements listed in B). For each element, the Bidder will be allocated up to 6 points as follow:</p> <ul style="list-style-type: none"> • Inadequate description (i.e. no demonstration that the Proposed Individual carried out the element related to the type of 	<i>/30 per assignment</i>

	<p>activities): 0 points;</p> <ul style="list-style-type: none"> • Basic description (i.e. minimal demonstration that the Proposed Individual carried out the element related to the type of activities): 2 points; • Good description (i.e. satisfactory demonstration that the Proposed Individual carried out the element related to the type of activities): 4 points; • Excellent description (i.e. strong demonstration that the Proposed Individual carried out the element related to the type of activities): 6 points. <p>Notes:</p> <p>If the Assignment does not align with the indicated type of activities listed above, it will not be rated.</p> <p>If the same Assignment is presented for different types of activity, DFATD will only evaluate the first Assignment in the order of presentation.</p> <p>If more than one (1) type of activity is described per Assignment, DFATD will only consider the first type of activity in the order of presentation.</p> <p>If the Bidder submits more than two (2) Assignments, DFATD will only consider the first two (2) in the order of presentation.</p> <p>Maximum two (2) pages per assignment.</p>	
<p>Total Points for Rated Technical Criterion 4 Pass Mark 60% or 36 Points (Not compliant if it does not meet the pass mark)</p>		<p>/60</p>
<p>TOTAL POINTS FOR RATED TECHNICAL CRITERIAS (Total Aggregate Points for Rated Technical Criteria 1 to 3) + (Total Points for Rated Technical Criterion 4)</p>		<p>/500</p>

Section 5: Evaluation Criteria - Appendix I

Description for Rated Criteria 4.1

The activities of the Proposed Individuals may include, but are not limited to the following:

A) Strategic Research, Analysis and Advice

- participate in the preparation and/or assessment of policy documents, corporate strategies, country programming frameworks, country strategies, Sector strategies and institutional strategies, and ensure the integration of a results-based approach, where relevant;
- Undertake background research and analysis and provide advice on specific topics, including Sectors, Sub-sectors, themes, best practices, lessons learned, emerging trends and knowledge of the work of leading organizations;
- Carry out analyses and make recommendations on policy and programming options;
- Assess, analyse and make recommendations on the integration of DFATD's cross-cutting themes into DFATD's development/operational policies;
- Provide analyses and comments on documents produced by partners and other stakeholders, including Sector and institutional strategies and programming frameworks;
- Prepare or analyse due diligence and risk assessments;
- Provide advice and support in planning and holding stakeholder consultations;
- Prepare oral reports, written reports, briefing notes and talking points on specific issues related to DFATD policies, programming, strategies and frameworks.

B) Feasibility and Scoping Studies

- Prepare and/or assist with Sector and Sub-sector feasibility studies and scoping for programming possibilities, including leading or taking part in field missions to carry out research and analysis for feasibility studies and scoping;
- Assess, analyse and make recommendations on the integration of DFATD's crosscutting themes into feasibility and scoping studies;
- Undertake research and analysis, including context analysis, political economy analysis and/or peace, conflict and fragility assessment in a specific country or region;
- Organize and partake in consultations/interviews with country level stakeholders to assess the political and economic incentives which impact on the feasibility of working in the country context within a specific Sector, Sub-sector; includes planning and facilitating multi-stakeholder consultations if needed;
- Assess the needs and priorities of developing country partner, countries, region or institution vis-à-vis development policies and thematic priorities of Canada, and the position of Canada in relation to that of other key donors;
- Assess results achieved by international assistance efforts (of Canada, other donors, multilateral agencies and emerging donors) to date in the developing country partner (may be multiple countries or a region) including lessons learned and practices that proven a "good fit" for the context;

- Conceptualize the most appropriate approach for support in the Sector or Sub-sector for support, including most appropriate local partners, and appropriate types of programming in a given developing country partner, countries, or regions;
- Prepare oral reports, written reports, briefing notes and talking points, which include high-quality analysis and recommendations to advise DFATD on the feasibility and/or options of investing in Sector or Sub-sector in a developing partner country, countries, or regions;
- Provide analyses and comments on documents produced by partners and other stakeholders, which are pertinent to the feasibility of investing in the Sector or Sub-sector in a developing partner country, countries, or regions

C) Project/Program Design and Planning

- Undertake research, diagnoses, assessments and information gathering, including sex-disaggregated baseline data, related to project/program design;
- Participate in field missions to plan and carry out project/program design and planning;
- Participate in consultations with stakeholders, including planning and facilitating multi-stakeholder consultations, and advise on participatory approaches in the planning process;
- Analyse and advise on DFATD's potential partners' institutional capacity related to project/program design, planning and implementation, management for results, and DFATD's cross-cutting themes;
- Organise and facilitate results-based project design workshops or working sessions with the DFATD team and stakeholders;
- Assist in the preparation of option papers, concept papers and project approval documents, including the development of project logic models (LM) and LM narratives, performance management frameworks (PMF) and PMF narratives, monitoring plans, risk registers, management plans and terms of reference, in accordance with DFATD's results-based management methodology, terminology and tools;
- Assess, analyse and make recommendations on the integration of DFATD's crosscutting themes into project/program design and planning documents;
- Provide analyses and comments on documents produced by partners and other stakeholders, including project/program proposals;
- Prepare oral reports, written reports, briefing notes and talking points on specific issues related to the design and planning of DFATD projects and programs.

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

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

Contents

A. Contract.....	68
I. General Conditions of Contract.....	69
1. General Provisions.....	69
1.1 Definitions.....	69
1.2 Relationship Between the Parties.....	71
1.3 Law Governing the Contract, permits, licenses, etc.	71
1.4 Headings	71
1.5 Priority of Documents.....	71
1.6 Notices	72
1.7 Location	72
1.8 Authority of Member in Charge	72
1.9 DFATD Authorities	72
1.10 Successors and Assigns.....	72
1.11 Certifications provided in the Proposal.....	72
1.12 Integrity Provisions.....	72
1.13 Conflict of Interest	73
1.14 Translation of Documentation	73
1.15 Severability	74
2. Commencement, Completion, Modification and Termination of Contract.....	74
2.1 Effective date of Contract	74
2.2 Period of Contract.....	74
2.3 Amendment and Waiver	74
2.4 Contract Approvals	74
2.5 Time of the essence.....	74
2.6 Excusable Delay.....	75
2.7 Suspension of Services	76
2.8 Termination due to default of Consultant	76
2.9 Termination for Convenience	77
2.10 Cessation of Rights and Obligations.....	78
2.11 Assignment of Contract	78
3. Obligations of the Consultant	78
3.1 General.....	78
3.2 Confidentiality and privacy.....	79
3.3 Insurance to Be Acquired by the Consultant	80
3.4 Security Requirements	80
3.5 Initial Visit and Audit	82
3.6 Liability.....	82
3.7 Ownership of Intellectual and Other Property Including Copyright	82
3.8 Intellectual Property Infringement and Royalties	85
3.9 Equipment, Vehicles and Materials	86
3.10 Use of DFATD/ Recipient Country property, facilities and electronic media	86
3.11 International sanctions	87

3.12 Public recognition	87
4. Consultants’ Personnel.....	87
4.1 General	87
4.2 Working Hours, Leave, etc.	87
4.3 Language Requirements.....	87
4.4 Replacement of Personnel.....	87
4.5 Harassment in the workplace	88
4.6 Improper conduct or abandonment of position	88
5. Obligations of DFATD	88
5.1 Method of Payment.....	88
6. Payments to the Consultant.....	89
6.1 Contract Amount and Limitation of Expenditure	89
6.2 Basis of Payment.....	90
6.3 Currency of Payment	92
6.4 Performance Guarantee.....	92
6.5 Mode of Billing and Payment	92
6.6 Final Payment	92
6.7 Right of Set-Off	92
6.8 Interest on Overdue Accounts.....	93
6.9 Debts left in the Recipient Country	93
7. Complaint Mechanism and Settlement of Disputes.....	93
7.1 Alternate dispute resolution	93
7.2 Complaint Mechanism for Contract Administration	94
II. Special Conditions (SC) of Contract.....	95
III. Annexes.....	100
Annex A – Basis of Payment	101
Annex B – Terms of Reference (TOR).....	Error! Bookmark not defined.
Annex C - Security Requirements Check List (SRCL)	103

CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES

between

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

and

[Name of the Consultant]

[Address of the Consultant]

in relation to

<Name of the Project>

A. Contract

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

The following form an integral part of this Contract:

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

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

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) **“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.
- (c) **“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.
- (d) **“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.
- (e) **“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.
- (f) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific Services that the Consultant is required to provide under the Contract. Contractor is not part of the Personnel.
- (g) **“Day”** means calendar day, unless otherwise specified.
- (h) **“DFATD Representative”** means an officer or employee of DFATD who is designated to perform the DFATD representative functions under the Contract.
- (i) **“Fees”** means an all-inclusive firm rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (j) **“GC”** means these General Conditions of Contract.
- (k) **“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.
- (l) **“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.

- (m) **“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.
- (n) **“Local Support Staff”** means, unless otherwise specified in the SC, the following positions in the Recipient Country:
 - (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard;
 - (iv) Gardener.
- (o) **“Member”** means any of the persons or entities that make up a consortium or joint venture; and “Members” means all these persons or entities.
- (p) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to the Contract. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (q) **“Minister”** means the Minister for International Development and includes the Minister's successors, deputies and any lawfully authorized officers representing the Minister for the purpose of this Contract.
- (r) **“National Joint Council Travel Directive and Special Travel Authorities”** mean the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (s) **“Party”** means DFATD or the Consultant, as the case may be, and “Parties” means both of them.
- (t) **“Personnel”** means an employee and/or Sub-consultant of the Consultant (except Local Support Staff) assigned to perform professional, technical and/or administrative services under the Contract.
- (u) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
 - (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
 - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
 - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
 - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
 - (v) the specifications, delivery schedule and quality requirements of the Contract

as they affect costs.

- (v) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the SC.
- (w) **“Reimbursable Expenses”** means the out-of-pocket expenses, which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (x) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (y) **“Services”**, unless otherwise expressed in the Contract, means everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Annex B, Terms of Reference, to the Contract.
- (z) **“Sub-consultant”** means a person or entity or entities contracted by the Consultant to perform specific services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-consultant is part of the Personnel.
- (aa) **“Technical Authority”** means the DFATD Representative responsible for all matters concerning the technical requirement under the Contract. The Technical Authority for this Contract is specified in the SC.
- (bb) **“Terms of Reference”** means the document included as Annex B, Terms of Reference.
- (cc) **“Third Party”** means any person or entity other than DFATD and the Consultant.
- (dd) **“Travel Status”** means travel approved in writing by the Technical Authority directly related to the Services.

**1.2
Relationship
Between the
Parties**

- 1.2.1 This is a Contract for the performance of Services specified in Annex B, Terms of Reference, and the Consultant is engaged under the Contract as an independent Consultant for the sole purpose of providing the Services. Neither the Consultant nor any of the Consultant's Personnel are engaged by the Contract as employees, servants, partners or agents of DFATD. The Consultant agrees to be solely responsible for any and all payments and/ or deductions that may be required to be made, including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation or Income Tax.

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

- 1.3.1 This Contract must be interpreted and governed and the relations between the Parties determined by the laws in force in the Canadian province specified in the SC. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 1.3.2 The Consultant must obtain and maintain at its own cost all permits, license regulatory approvals and certificates required to perform the Services. If requested by the Contracting Authority, the Consultant must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.

1.4 Headings

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

**1.5 Priority of
Documents**

- 1.5.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that appears first on the list has priority over the wording of any document that appears later on the list.
- (a) Special Conditions of Contract (SC);
 - (b) General Conditions of Contract (GC);

- (c) Annex A: Basis of Payment
- (d) Annex B: Terms of Reference
- (e) Annex C: Security Requirements Check List
- (f) The Consultant's Proposal.

- 1.6 Notices** 1.6.1 Where in the Contract any notice, request, direction or other communication is required to be given or made by either Party, it will be in writing and is effective if delivered in person, by courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be addressed to the Party for whom it is intended at the address specified in the SC. Any notice will be effective on the day it is received at that address. The address of either Party may be changed by notice in the manner set out in this GC.
- 1.7 Location** 1.7.1 The Services will be performed at locations specified in Annex B, Terms of Reference, and, where the location of a particular task is not so specified, at such locations as DFATD may specify and/or approve.
- 1.8 Authority of Member in Charge** 1.8.1 If the Consultant consists of a consortium or joint venture, the Members authorize the entity specified in the SC (i.e. the Member in charge) to act on their behalf in exercising all the Consultant's rights and obligations towards DFATD under this Contract, including without limitation, the receiving of instructions and payments from DFATD.
- 1.9 DFATD Authorities** 1.9.1 Only the Contracting and Technical Authorities specified in the SC are authorized to take any action or execute any documents on behalf of DFATD under this Contract.
- 1.10 Successors and Assigns** 1.10.1 The Contract will enure to the benefit of and be binding upon the Parties and their lawful heirs, executors, administrators, successors and permitted assigns.
- 1.11 Certifications provided in the Proposal** 1.11.1 Ongoing compliance with the certifications provided by the Consultant in its Proposal is a condition of the Contract and subject to verification by DFATD during the entire period of Contract.
- 1.11.2 If the Consultant does not comply with any certification included in its proposal, or if it is found that the Consultant has omitted to declare, prior to entering into this Contract or during the period of Contract, any conviction or sanction, or if it is determined that any certification made by the Consultant in its Proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to the GC2.8, to terminate the Contract.
- 1.11.3 Unless otherwise indicated in the SC, the Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and 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

- 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.

Documentation 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 will only be valid if effected by means of a written amendment to the Contract executed by the Parties on a document entitled "Amendment".

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

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

2.4 Contract Approvals 2.4.1 Acceptance of Deliverables
The Consultant will provide the Technical Authority with deliverables detailed in Annex B, Terms of Reference, for approval within the established timeframe.

2.4.2 Delays Related to Approval

(a) The Technical Authority may request modifications to the deliverables through a notice as described in the GC 1.6.

(b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within the timeframe specified in the SC.

2.4.3 Replacement of Personnel by an Individual with Equivalent Qualifications

Where the Consultant proposes to replace any member of the Consultant's Personnel assigned to an existing position(s) with a substitute with equivalent or better qualifications and experience in accordance with the GC 4.4, the change must be approved by the Technical Authority. In such case, Fees related to the position remain unchanged.

The approval of replacement of Personnel for existing position(s) is to be made through a written notice by the Technical Authority or through an amendment to the Contract.

2.5 Time of the Section 6: Standard Form of Contract 2.5.1 The Services must be performed within or at the time stated in the Contract and in

essence

accordance with the Annex B, Terms of Reference.

2.6 Excusable Delay

- 2.6.1 A delay in the performance by the Consultant of any obligation under the Contract that is caused by an event that:
- a) is beyond the reasonable control of the Consultant;
 - b) could not reasonably have been foreseen;
 - c) could not reasonably have been prevented by means reasonably available to the Consultant; and
 - d) occurred without the fault or neglect of the Consultant

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

- 2.6.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 2.6.3 However, if an Excusable Delay has continued for 3 months, the Contracting Authority may, by giving notice in writing to the Consultant:
- a) suspend the services or part of the services for up to 180 Days in accordance with the GC 2.7 below or
 - b) terminate the Contract for convenience in whole or in part as per the GC 2.9.

2.6.4

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

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

- 2.6.5 If the Contract is terminated under the GC 2.6, the Contracting Authority may

require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, anything that the Consultant has acquired or produced specifically to perform the Contract.

2.7 Suspension of Services

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

2.8 Termination due to default of Consultant

- 2.8.1 Except in situations identified in the GC 2.6.1, if the Consultant is in default of carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the Contracting Authority within that cure period. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice.
- 2.8.2 If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.
- 2.8.3 If DFATD gives notice under the GC 2.8.1 or 2.8.2, the Consultant will have no claim for further payment except as provided under GC 2.8. The Consultant will be liable to DFATD for all losses and damages suffered by DFATD because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by DFATD in procuring the Services from another source.
- 2.8.4 Upon termination of the Contract under this GC 2.8, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. In such case, subject to the deduction of any claim that DFATD may have against the Consultant arising under the Contract or out of the termination, DFATD will pay or

credit to the Consultant:

- (a) the value of Fees for all completed parts of the Services performed and accepted by DFATD in accordance with the Contract;
- (b) if payment of Reimbursable Expenses is permitted pursuant to the Contract, 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) if payment of Reimbursable Expenses is permitted pursuant to the Contract, 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) the Fees for all Services performed and accepted before or after the termination notice in accordance with the provisions of the Contract and with the instructions contained in the termination notice;
 - (b) if payment of Reimbursable Expenses is permitted pursuant to the Contract, the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted prior to the date of the termination notice;
 - (c) all costs DFATD considers reasonable incidental to the termination of the Services incurred by the Consultant excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Consultant is obligated by statute to pay.
- 2.9.3 DFATD may reduce the payment in respect of any part of the Services, if upon verification it does not meet the requirements of the Contract.
- 2.9.4 Upon termination of the Contract under this GC 2.9, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. The total of the amounts, to which the Consultant is entitled to be paid under this GC 2.9, together with any amounts paid, due or becoming due to the Consultant must not exceed the contract price. The Consultant will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given

by DFATD under this GC 2.9 except to the extent that this GC 2.9 expressly provides.

2.10 Cessation of Rights and Obligations

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

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

2.11 Assignment of Contract

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

Standard of Performance

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

Warranty by Consultant

- 3.1.2
- (a) In line with fundamental principles of human rights that are embedded in the [*Canadian Charter of Rights and Freedoms*](#), DFATD prohibits discrimination based 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 Term of Reference of this Contract.
 - (b) The Consultant represents and warrants that:
 - (i) It is competent to render the Services;
 - (ii) It has everything necessary to render the Services, including the resources, facilities, labour, technology, equipment, and materials; and
 - (iii) It has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to render the

Services.

- (c) The Consultant must:
 - (i) Render the Services diligently and efficiently;
 - (ii) Use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (iii) Render the Services in accordance with standards of quality acceptable to DFATD and in full conformity with the Terms of Reference and all the requirements of the Contract; and
 - (iv) Provide effective and efficient supervision to ensure that the quality of Services meets the requirements of the Contract.
- (d) The Services must not be performed by any person who, in the opinion of DFATD, is incompetent, unsuitable or has been conducting himself/herself improperly.
- (e) All Services rendered under the Contract must, at the time of acceptance, conform to the requirements of the Contract. If the Consultant is required to correct or replace the Services or any part of the Services, it must be at no cost to DFATD.

Evaluation of Performance

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

3.2 Confidentiality and privacy

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

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

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

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

- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except

any source that is known to be under an obligation to the other Party not to disclose the information; or

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

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

**3.3 Insurance
to Be Acquired
by the
Consultant
Insurance
Specified by
DFATD**

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

***Additional
Insurance***

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

***Insurance
Certificates***

3.3.3 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, the proof of insurance in the form of a certificate or certificates confirming that the insurance is in force.

Litigation

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

No Waiver

3.3.5 Compliance with the insurance requirements does not relieve the Consultant from or reduce its liability under any other provisions set forth under the Contract.

**3.4 Security
Requirements**

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

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

3.4.2 Obligations Related to Security

(a) The Consultant is responsible to ensure its own security and the security of its Personnel. DFATD assumes no responsibility for their security.

(b) The Consultant recognizes that work involved in this Project could expose it and its Personnel to serious risks of injury and/or death.

(c) The Consultant is responsible to fully and openly disclose to its Personnel the inherent risks of the Project.

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

3.6 Liability

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

3.7 Ownership of Intellectual and Other Property Including Copyright

Definitions

3.7.1 The following definitions apply to this GC.

- (a) "applicable national law" means, notwithstanding the law applicable to the Contract, the law of a country that applies to works and governs, in that country, acts reserved to an owner of a work, such as, in Canada, the *Copyright Act*.
- (b) "intellectual property rights" or "rights" means, for the work, all or any of the acts reserved to the owner by the applicable law in the country where the licence or assignment of rights is exploited under the Contract, or the acts that the Parties to the Contract recognize as being reserved to the owner, especially by reference to the applicable law in Canada if there is no applicable law in a country or if this law is silent regarding an act.
- (c) "moral rights" means right to the authorship and right to the integrity of the work the author is recognized as having under the applicable national law.
- (d) "owner of intellectual property rights" or "owner" means any holder of intellectual property rights in a work as defined by the applicable national law or by the Parties to the Contract, especially by reference to the applicable law in Canada, if there is no national

law or if this law is silent regarding a definition thereof, including the creator of the work, the creator's employer if the creator's employer owns rights under the applicable national law or under an agreement with the employee, coholders of rights in the work produced by the collaboration of two or more co-creators whose respective contributions cannot be distinguished, or the assignee or coassignees of rights in the work.

- (e) "work" means, in any form or medium, the original expression of any literary, artistic, dramatic, musical or scientific production, but not the idea itself expressed by the work, the original expression resulting from the selection or arrangement of works or of parts thereof, or of data, in the case of a compilation, the original expression produced by the collaboration of two or more creators whose respective contributions cannot be distinguished in the case of a work of joint authorship, or the original expression written in distinct parts by different authors, or which incorporates works or parts thereof by different authors, in the case of a collective work, whether or not protected under an applicable national law. Work does not include software and related software documentation.

Licenses and Assignments

Beneficiaries of the assistance project

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

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

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

3.7.3 Assignment of rights in lieu of a licence

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

Her Majesty

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

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

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

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

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

Licence for works created outside the Contract

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

Moral rights

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

Ownership symbol and public recognition

3.7.8 The Consultant must ensure that:

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

Transfer of Obligations

3.7.9 Transfer of Obligations to Employed Creators

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

3.7.10 Transfer of Obligations to any Contractual Network of the Consultant

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

Description of works

3.7.11 Except if each work to be created is described in the contract, the Consultant must

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

Copies to be delivered

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

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

3.7.13 Certification regarding Clearance of Rights

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

3.7.14 Warranty regarding Non Infringement of Rights

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

3.7.15 Certification of Compliance

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

3.8 Intellectual Property Infringement and Royalties

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

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

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

of the Contract; or

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

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

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

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

3.9 Equipment, Vehicles and Materials

3.9.1 Equipment, Vehicles and Materials furnished by DFATD
If applicable, equipment, vehicles and material will be made available to the Consultant as specified in the SC.

3.9.2 Equipment, Vehicles and Materials, Services or Assets purchased by the Consultant
If applicable, the Consultant will procure equipment, vehicles and material, services or assets adhering to the principles specified in the SC.

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

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

**3.11
International
sanctions**

- 3.11.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country of its nationals. These economic sanctions may be implemented by regulation under the *United Nations Act* (R.S.C. 1985, c. U-2), the *Special Economic Measures Act* (S.C. 1992, c.17), or the *Export and Import Permits Act* (R.S.C. 1985, c. E-19). The Consultant agrees that it will, in the performance of this Contract, comply with any such regulations that are in force on the effective date of this Contract, as in the GC 2.1.1, and will require such compliance by its Personnel, Local Support Staff and Contractor(s).
- 3.11.2 The Consultant agrees that DFATD relies on the Consultant's undertaking in the GC 3.11.1 to enter into this Contract, and that any breach of the undertaking will entitle DFATD to terminate this Contract under the GC 2.8.
- 3.11.3 The countries or groups currently subject to economic sanctions are listed on the Department of Foreign Affairs, Trade and Development site.
- 3.11.4 The Consultant agrees that only the text as published in the *Canada Gazette, Part II*, is authoritative.
- 3.11.5 The Consultant, its Personnel, Local Support Staff and Contractors must comply with changes to the regulations imposed during the period of Contract. The Consultant 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.

**3.12 Public
recognition**

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

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

4. CONSULTANTS' PERSONNEL

4.1 General

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

**4.2 Working
Hours, Leave,
etc.**

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

**4.3 Language
Requirements**

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

4.4

- 4.4.1 The Consultant must ensure that the Personnel assigned to an existing position

Replacement of Personnel

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

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

4.5 Harassment in the workplace

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

4.6 Improper conduct or abandonment of position

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

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

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

5. OBLIGATIONS OF DFATD

5.1 Method of 5.1.1 In consideration of the Services performed by the Consultant under this Contract,

Payment DFATD will pay the Consultant in accordance with the provisions set forth in the GC 6.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Contract Amount and Limitation of Expenditure**
- 6.1.1 Subject to the applicable of the other terms and conditions specified in this Contract, DFATD will pay the Consultant up to the maximum amount specified in the SC.
- 6.1.2 No increase in the Contract amount resulting from any changes, modifications or interpretations of the Terms of Reference, will be authorized or paid to the Consultant unless such changes, modifications or interpretations have been approved, in writing, by the Contracting Authority and incorporated by way of an amendment into the Contract. The Consultant must not perform any Services which would cause DFATD's liability to exceed the Contract amount stipulated in GC 6.1.1.
- 6.1.3 In accordance with section 40 of the Canadian *Financial Administration Act* (R.S., c. F-11, s. 40), payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.
- 6.1.4 The Consultant must promptly notify the Technical Authority in writing as to the adequacy of the amount mentioned in GC 6.1.1 when:
- (a) it is 75 percent committed; or
 - (b) 4 months prior to the Contract expiry date; or
 - (c) if the Consultant considers that the funds provided are inadequate for the completion of the project;
- whichever comes first.
- At the same time, the Consultant must provide DFATD with an estimate of that portion of the Services remaining to be done and of the expenditures still to be incurred.
- 6.1.5 The giving of any notification by the Consultant pursuant to GC 6.1.4 will not increase DFATD's liability over the contract amount.
- Taxes**
- 6.1.6 **Applicable Taxes**
- Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes is not included in the maximum Contract amount specified in the GC 6.1.1. The estimated amount of Applicable Taxes is specified in the SC. Applicable Taxes will be paid by DFATD as provided in GC 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 6.1.7 The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including material incorporated into real property.

6.1.8 Applicable Taxes included in the cost of Services:

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

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

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

6.1.10 Tax Withholding

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

6.2 Basis of Payment

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

- (a) Fees of the Personnel as set forth in the GC 6.2.2 and 6.2.3; and
- (b) If payment of Reimbursable Expenses is permitted pursuant to the Contract as indicated in SC, Reimbursable Expenses at cost without mark-up as set forth in the GC 6.2.5.

6.2.2 Payment for the Personnel must be determined on the basis of time actually worked by such Personnel in the performance of Services after the date determined in accordance with the GC 2.1 at the Fees referred to in Annex A, Basis of Payment. A detailed basis of payment is provided in Annex A.

6.2.3 The Fees referred to under the GC 6.2.2 above will include:

- (a) For the Personnel based in Consultant's country or in the Recipient Country for less than 12 consecutive months and for long term Personnel assigned to the project in the Recipient Country for 12 or more 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 the Consultant's country up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.
- (b) For Local Professionals, the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid

and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.

- 6.2.4 The Fees stated in the GC 6.2.3 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed will be determined and approved by DFATD on the basis of the points of origin and destination.
- 6.2.5 If payment of Reimbursable Expenses is permitted pursuant to the Contract as indicated in the SC, the following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses:
- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive, (the "Directive") and the Special Travel Authorities Directive, which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca>:
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Consultant must endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant must be able to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes must be documented in the Consultant's project file;
 - (ii) the cost of meals, incidentals and private vehicle usage, in accordance with the meal, incidental and private vehicle allowances specified in Appendices B, C and D of the Directive;
 - (iii) the cost of registration, photographs, and courier services related to obtaining a visa;
 - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;
 - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees";
 - (b) any other reasonable expenses, which are not considered to be Fees, overhead or direct costs and that are not included in the above categories, that are specified

in the SC and required to carry out the project.

6.3 Currency of Payment
6.4 Performance Guarantee

- 6.2.6 Fees are fixed on an annual basis.
- 6.3.1 Payments by DFATD to the Consultant will be made in Canadian dollars.
- 6.4.1 To guarantee for the Consultant's performance, ten (10) percent of the total Fees will be subject to a holdback.
- 6.4.2 This holdback may be released as specified in the SC.

Holdback
6.5 Mode of Billing and Payment

- Billings and payments in respect of the Services will be made as follows:
- 6.5.1 Subject to the GC 6.5.2 through 6.5.7, DFATD will pay the Consultant, not more often than once per month, the Fees and if payment of Reimbursable Expenses is permitted pursuant to the Contract, Reimbursable Expenses outlined in GC 6.2 paid by the Consultant during the previous month.
 - 6.5.2 No payments will be made to the Consultant until DFATD receives properly completed documentation specified in SC.
 - 6.5.3 All invoices, statements, payment requests and other similar documents submitted by the Consultant must indicate the codes specified in the SC and must be sent to DFATD at the address set out in the SC.
 - 6.5.4 Within 15 Days of the receipt of the documentation required under the GC 6.5.2, DFATD will notify the Consultant, in writing, when any or a combination of the following situations occur:
 - (a) there are any errors or omissions in the documentation;
 - (b) the Services rendered by the Consultant are not satisfactory or are not in conformity with the Contract; or
 - (c) the amount claimed by the Consultant appears to exceed the actual value of the Services performed.
 - 6.5.5 Any Fees or if payment of Reimbursable Expenses is permitted pursuant to the Contract, Reimbursable Expenses paid by the Consultant which are the subject of such notification in the GC 6.5.4 will be excluded for the purposes of payment under the GC 6.5.1 until the Fees or Reimbursable Expenses have been accepted by DFATD.
 - 6.5.6 Subject to the GC 6.5.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the GC 6.5.2.
 - 6.5.7 With the exception of the final payment under the GC 6.6, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations under the Contract. DFATD will have the right to reject any services that are not in accordance with the requirements of the Contract and require correction or replacement of such Services at the Consultant's expense.

6.6 Final Payment

- 6.6.1 When it has been established to DFATD's satisfaction that the Consultant has performed, furnished or delivered all Services required under the Contract, and upon receipt of the certificate stating that all the Consultant's financial obligations to Personnel, Local Support Staff or Contractor(s) have been fully discharged, DFATD will release the holdback and pay the balance due against the Contract.

6.7 Right of

- 6.7.1 Without restricting any right of set-off given, or implied by law or by any provision

- Set-Off** of the Contract or any other agreement between DFATD and the Consultant, DFATD may set off against any amount payable to the Consultant by DFATD under the Contract, or under any other contract. DFATD may, when making a payment pursuant to the Contract, deduct from the amount payable to the Consultant any such amount payable to DFATD by the Consultant which, by virtue of the right of set-off, may be retained by DFATD.
- 6.8 Interest on Overdue Accounts**
- 6.8.1 In this GC:
- (a) “amount due and payable” means an amount payable by DFATD to the Consultant in accordance with the GC 6.2 of the Contract;
 - (b) “overdue amount” means an amount due and payable which has not been paid within 30 Days following the date upon which the invoice and statement documentation specified in the GC 6.5.2 has been received by DFATD;
 - (c) “date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (d) “bank rate” means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and
 - (e) “due date” means 30 Days after receipt of the invoice and statement documentation specified in the GC 6.5.2.
- 6.8.2 DFATD will pay at the Consultant’s request, simple interest at the bank rate plus 3 percent on any amount overdue.
- 6.8.3 Interest will not be payable on holdbacks.
- 6.8.4 Interest will only be paid when DFATD is responsible for the delay in paying the Consultant.
- 6.9 Debts left in the Recipient Country**
- 6.9.1 If the Consultant, and/or a member of its Personnel and/or a Contractor(s) leave the Recipient Country without discharging a debt legally contracted there, DFATD may, after giving written notice to the Consultant and conferring with the Consultant in this matter, apply any money payable to the Consultant under the Contract toward the liquidation of the debt in question.

7. COMPLAINT MECHANISM AND SETTLEMENT OF DISPUTES

- 7.1 Alternate dispute resolution**
- 7.1.1 The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties’ representatives authorized to settle (for DFATD, the Technical and Contracting Authorities). If the Parties do not agree within 10 working days, they may refer the matter to management (for DFATD the Director General responsible for the contract in question), who will pursue discussions to reach a settlement. If no settlement is reached within 10 working days, each party hereby:
- a) Consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Work and Government Services Act* to resolve a dispute between the parties respecting the interpretation or application of a term or conditions in this contract; and
 - b) Agrees that this provision shall, for purposes of Section 23 of the *Procurement Ombudsman Regulations*, constitute such party’s agreement to participate in

and bear the cost of such process.

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

7.2 Complaint Mechanism for Contract Administration

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

II. Special Conditions (SC) of Contract

Number of GC Paragraph	Amendments of, and Supplements to, Paragraphs in the General Conditions of Contract
Definitions (e), (aa) and 1.9	<p>Contracting Authority</p> <p>The Contracting Authority for this Contract is:</p> <p style="color: red;"><i><Will be added at contract award></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>«Name of the Project Manager»</i></p> <p style="color: red;"><i>« Title»</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p>
Definitions (v)	Recipient Country is Jordan.
1.3.1	The law governing the Contract is the law applicable in the province or territory of <i>Ontario</i> .
1.6.1	<p>The addresses are:</p> <p>DFATD :</p> <p style="padding-left: 40px;">Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2</p> <p>Attention : <i>[insert name of the contracting authority - Organization Symbol]</i> Facsimile : _____</p> <p>Attention : <i>[insert name of the technical authority - Organization Symbol]</i> Facsimile : _____</p>

	<p>Consultant (all Members of a consortium should be listed here):</p> <p>Attention : _____</p> <p>Facsimile : _____</p>
<p>1.8</p>	<p>The Member in charge is <i>[insert name of member]</i></p>
<p>1.11.3</p>	<p>N/A</p>
<p>2.1.1 and 2.2.1</p>	<p>The period of Contract is from the effective date of the Contract to <i>April 30, 2021</i>.</p>
<p>2.4.2</p>	<p>The Consultant must address the requested modifications to DFATD satisfaction within five (5) Days.</p>
<p>2.6.4, 2.8.4, 2.9.2, 6.2.1, 6.2.5, 6.5.1 and 6.5.5</p>	<p>Payment of Reimbursable Expenses is permitted pursuant to this Contract:</p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>In addition to the listed Reimbursable Expenses in GC 6.2.5, the following expenses will also be considered Reimbursable Expenses under the Contract:</p> <ul style="list-style-type: none"> (a) purchase and transportation costs for equipment and supplies required to carry out the project; (b) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier; (c) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying); (d) Additional Reimbursable Expenses for long term Personnel assigned to the project in the Recipient Country (12 or more consecutive months), excluding any costs related to the Personnel's dependants: <ul style="list-style-type: none"> (i) Travel Expenses: The cost of commercial transportation, to and from the Recipient Country for the long term Personnel at the commencement and completion of the project, based on the lowest available fares, using the most direct routing. The Consultant will endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant 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 have to be documented in the Consultant's project file; (ii) Visa: the cost of registration, photographs, and courier services related to

	<p>obtaining a visa/work permit in the Recipient Country;</p> <p>(iii) Housing: actual and reasonable cost of rent of un-furnished or furnished house/apartment, if applicable, subject to the approval of DFATD. Related expenses may include refurbishment, if applicable, and hotel accommodation at arrival and until permanent accommodation is available.</p>
<p>3.3</p>	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; (b) Bodily Injury and Property Damage to Third Parties; (c) Product Liability and Completed Operations; (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; (e) Cross Liability and Separation of Insured; (f) Employees and, if applicable, Volunteers as Additional Insured; (g) Employer’s Liability; (h) Broad Form Property Damage; (i) Non-Owned Automobile Liability; and (j) 30 Days written notice of policy cancellation. <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and (b) 30 Days written notice of cancellation. <p>3. Workers’ Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker’s Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the work on this Contract will have the same level of Workers’ Compensation Insurance throughout the Consultant’s performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as additional insured as represented by the Department of

	<p>Foreign Affairs, Trade and Development, to the extent permitted by law;</p> <p>(b) Cross Liability and separation of insured, to the extent permitted by law;</p> <p>(c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law;</p> <p>(d) 30 Days written notice of cancellation.</p> <p>4. War Risk Accidental Death and Dismemberment Insurance, for the Personnel working in areas considered to be war zones. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
3.4.1	<p>Security Requirement:</p> <p>Not applicable.</p>
3.4.2 (b)	<p>(a) It is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. The Consultant will develop, adapt and implement a security plan, which must be based on international best practices in this area and be approved by a security expert, taking the following into consideration:</p> <ul style="list-style-type: none"> i. Security related issues and challenges in Afghanistan in general, and within the Project area; ii. Local customs, laws and regulations; iii. Restrictions and protocols for movement in the Project area, where 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.
4.2.1 and 6.2.3	Number of hours in a Day is 7.5.
6.1.1	The maximum Contract amount in Canadian dollars is: \$197,148.00 Applicable Taxes extra.
6.1.6	The estimated amount of Applicable Taxes is: \$25,629.00
6.4.2	This holdback may be released subject to the satisfactory performance of the Consultant, as determined by DFATD, on an annual basis commencing at the completion of each successive year of the Contract (i.e. the holdback for the first

	<p>year may be released at the completion of the second year, the second at the completion of the third year, etc).</p>
<p>6.5.2</p>	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice, in <i>two (2)</i> copies, of the Consultant’s Fees for the Services rendered and expenses paid during the previous month supported by the following documentation properly completed:</p> <ul style="list-style-type: none"> (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) Details of Reimbursable Expenses paid, including all information which supports the expenses. (c) for expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, “detailed information” means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense. (d) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency. (e) if the Consultant submits an electronic invoice, DFATD will identify it as the original invoice. (f) In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.
<p>6.5.3</p>	<p>All payment requests, invoices and statements submitted by the Consultant will be sent to DFATD at the following address: <i>[insert address]</i></p> <p>and will indicate the following codes:</p> <ul style="list-style-type: none"> Purchase order: <i>[insert number]</i> WBS Element: <i>[insert number]</i> GL Acct/ CC/ Fund: <i>[insert number]</i> Vendor: <i>[insert number]</i> Project number: <i>[insert number]</i>

III. Annexes

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

ANNEX A – BASIS OF PAYMENT

For multi-year (yearly rate)

1. PERSONNEL	FIRM ALL-INCLUSIVE DAILY FEE, \$			SUB-TOTAL ESTIMATED COST
	YEAR 1	YEAR 2	YEAR 3	
1.1				
<i>Professional Fees</i>				
<i>Sub-Total – Personnel FEES, \$</i>				
2. Reimbursable Expenses				
2.1 Travel (Fare)				\$
2.2 Per Diems (As per NJC Travel Directive)				\$
2.3 Accommodations (Hotel)				\$
2.4 Local transportation				\$
2.5 *Travel in Canada (if applicable)				
2.6 Other Expenses (Internet, Copying, Communication)				
<i>Sub-Total – Reimbursable Expenses, \$</i>				
Contract Amount, Excluding Applicable Taxes \$				

ANNEX B – TERMS OF REFERENCE

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

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]