

# **REQUEST FOR PROPOSALS**

## **Procurement of Consulting and Professional Services**

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

Template December, 2016

#8333451



Foreign Affairs, Trade and  
Development Canada

Affaires étrangères, Commerce  
et Développement Canada

**Canada**

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## Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) is seeking professional services to implement the Equity Support through Institutional and Technical Reforms Project to strengthen and support the Burkina Faso Government and its Ministry of National Education and Literacy in implementing the Basic Education Strategic Development Programme. This ten-year programme (2012-2021) aims to secure a future for youth between the ages of 6 to 16 by improving access to quality basic education and ensuring that the countries' population is well educated and suitably qualified to actively participate in the country's social and economic development.

The Consultant will be responsible for the implementation and management of the technical assistance project which will include adopting more inclusive professional practices, improving learning outcomes and a more effective and efficient management of the basic education system.

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

The contract will be effective over a period of five (5) years.

### **Section 1: Instructions to Bidders**

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

#### **Data Sheet**

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

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

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

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

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

### **Section 4: Terms of Reference**

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

### **Section 5: Evaluation Criteria**

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

### **Section 6: Standard Form of Contract**

#### **I. General Conditions**

This section contains the general clauses of the resulting Contract.

#### **II. Special Conditions**

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

**REQUEST FOR PROPOSALS**

**RFP # SEL.: 2019-D-000113-002-1**

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

*Equity Support through Institutional and Technical Reforms Project  
to strengthen the*

*Basic Education Strategic Development Program  
(PARITÉ)*

## Section 1. Instructions to Bidders (ITB)

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

### Mandatory Procedural Requirements

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

### Definitions

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

the Contract.

- (n) **“GETS”** means Canada’s Government Electronic Tendering Services <https://buyandsell.gc.ca/>
- (o) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (p) **“Integrity Regime”** consists of:
  - (i) The *Ineligibility and Suspension Policy* (the Policy);
  - (ii) any directives issued further to the Policy; and
  - (iii) any clauses used in instruments relating to contracts.
- (q) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
  - (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
  - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
  - (iii) up to a maximum dollar amount specified;
  - (iv) on sight, on first request by DFATD to the bank and without question.
- (r) **“Licensed professional”** is an individual who is licensed by an authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other similar profession.
- (s) **“Local Professional”** means Personnel engaged in the Recipient Country by the Consultant for the provision of Services under the Contract, who is a citizen or permanent resident of the Recipient Country, and who has specific professional/technical expertise in a field of work, excluding those defined as Local Support Staff.
- (t) **“Local Support Staff”** means, unless otherwise specified in the Data Sheet, the following positions in the Recipient Country:
  - (i) Driver;
  - (ii) Office cleaner;
  - (iii) Security guard;
  - (iv) Gardener.
- (u) **“Member”** means any of the persons or entities that make up a consortium or joint venture; and **“Members”** means all these persons or entities.
- (v) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to this RFP. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (w) **“National Joint Council Travel Directive and Special Travel Authorities”** mean the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (x) **“Parties”** means the Bidder and DFATD.
- (y) **“Personnel”** means any employee or Sub-consultant of the Bidder (except Local Support Staff) assigned to perform professional, technical or administrative services under the Contract.
- (z) **“Place of Business”** means the establishment where the Bidder conducts activities on a permanent basis that is clearly identified by name and accessible during normal working hours.
- (aa) **“Point of Contact”** means DFATD officer responsible for coordinating communication between Bidders and DFATD during the RFP.

- (bb) **“Proposal”** means the technical and financial proposal submitted by a Bidder.
- (cc) **“Reasonable Cost”** means: A cost that is in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
- (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
  - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
  - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
  - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
  - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (dd) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Data Sheet.
- (ee) **“Reimbursable Expenses”** means the out-of-pocket expenses, which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (ff) **“RFP Closing Date”** means the date and time specified in the Data Sheet or any extension to this date by which a Bidder's Proposal must be submitted.
- (gg) **“Services”**, mean everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Section 4, Terms of Reference
- (hh) **“Sub-consultant”** means a person or entity or entities contracted by the Consultant to perform specific services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-consultant is part of the Personnel.
- (ii) **“Terms of Reference”** mean the document included in the RFP as Section 4.
- (jj) **“Travel Status”** means travel approved in writing by DFATD directly related to the Services.

- 1. Introduction**
- 1.1 The purpose of this RFP is to select a Consultant to provide the Services and enter into the resulting Contract.
- 1.2 Bidders are invited to submit a technical proposal and a financial proposal in response to this RFP.
- 1.3 Bidders who submit Proposals agree to be bound by the instructions, clauses and conditions of the RFP and accept the clauses and conditions of the resulting Contract, as is, in their entirety.
- 1.4 The successful Bidder will be required to provide all Services.
- 1.5 Bidders are requested to familiarize themselves with local conditions and consider them in preparing their Proposals. For this purpose, if specified in the Data Sheet, DFATD will organize a site tour and/ or a Bidders' conference that the Bidders are encouraged to attend at their own cost prior to submitting their Proposals.
- 1.6 If DFATD does not organize a site tour and if one is specified in the Data Sheet, Bidders are encouraged to undertake, at their own discretion and cost, a visit to the project area before submitting their Proposals. Bidders are requested to contact the Point of Contact named in the Data Sheet to arrange for their visit. DFATD and the Embassy/High Commission require an advance notice of at least 7 Days from any Bidder who wishes to visit the project area.
- 1.7 In this RFP, the following terms used in relation to the Integrity Regime must be read to include the following words as defined in the RFP:
- Integrity Regime**
- a) Supplier in the Integrity Regime is to include Bidder and Consultant as defined in the RFP;
- b) Subcontractor in the Integrity Regime is to include Sub-consultant and Contractor as defined in the RFP;
- c) Canada in the Integrity Regime is to include DFATD, Her Majesty and Government of Canada as defined in the RFP;
- d) Bid solicitation in the Integrity Regime is to include Request for Proposal as defined in the RFP;
- e) Bid in the Integrity Regime is to include Proposal as defined in the RFP.
- 1.7.1 The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the Request for Proposal is issued, and all related directives in effect on that date, are incorporated by reference into, and form a binding part of the Request for Proposal. The Bidder must comply with the Policy and directives, which can be found at [Ineligibility and Suspension Policy](#).
- 1.7.2 Under the Policy, charges and convictions of certain offences against a Bidder, its Affiliates, as defined in the Policy, or first tier sub-consultants and contractors and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Bidders is contained in PWGSC's Integrity Database, as defined in the Policy. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Bidders.
- 1.7.3 In addition to all other information required in the Request for Proposal, the Bidder must provide the following:
- a) By the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
- b) With its Proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates, and its proposed first tier sub-consultants and contractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Integrity Declaration Form](#).
- 1.7.4 Subject to subsection 1.7.5 by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:



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

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

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

## 2.

### Cost of Proposal preparation

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

## 3.

### Governing Law

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

## 4.

### Bidders

- 4.1 Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 4.2 All members of a consortium or joint venture must sign the resulting Contract and will be jointly and severally liable and responsible for the fulfillment and execution of any and all of the obligations of the resulting Contract.
- 4.3 This RFP is limited to Canadian individuals and entities as described in TECH-2: Certifications.

### One Bidder, One Proposal

- 4.4 Multiple proposals from the same Bidder are not permitted in response to this RFP. A Bidder must submit only one proposal in response to this RFP.

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

- 5. Proposal Validity**
- 5.1 A Proposal must remain valid and open for acceptance for a period of 180 Days after the closing date of the RFP.
- 5.2 DFATD may request Bidders to extend the validity period of their Proposals. Bidders who agree to DFATD's request for an extension should either confirm the availability of the Personnel listed in the Proposal or propose a replacement in accordance with paragraph 15.1.
- 6. Clarifications and Amendment of RFP Documents**
- 6.1 Bidders may request a clarification of any of the RFP elements no later than five (5) working days before the RFP Closing Date. Requests received after that date may not be answered.
- 6.2 Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing, or by standard electronic means only to the Point of Contact named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.
- 6.3 If, in DFATD's opinion, a request for clarifications affects the RFP, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.
- 6.4 A request for an extension of the RFP Closing Date will only be considered if it is received no later than seven (7) working days before the RFP Closing Date, in writing, by the Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately three (3) working days before the original RFP Closing Date.
- 7. Submission and Receipt of Proposals**
- 7.1 Proposals must be delivered to the following address:  
 Department of Foreign Affairs, Trade and Development  
 Distribution and Mail Services - AAG  
 Lester B. Pearson Building  
 125 Sussex Drive  
 Ottawa, Ontario  
 Canada  
 K1A 0G2  
 Attention: Bid Receiving Unit - SGD
- 7.2 Bidders are requested to deliver their Proposals in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.
- 7.3 Proposals must be received by DFATD no later than the RFP Closing Date.
- 7.4 Due to the nature of this RFP, electronic transmission of a Proposal to DFATD by such means, including by electronic mail or facsimile will not be accepted.
- 7.5 Bidders are solely responsible for the timely receipt of their Proposals by DFATD. DFATD will not assume any responsibility for Proposals that are addressed to a location other than the one stipulated in the RFP and any such Proposals will not be accepted.
- 7.6 Subject to the "Delayed Proposal" provisions of paragraph 7.7, any Proposals received by DFATD after the RFP Closing Date will not be considered and will be returned unopened.
- 7.7 A Proposal received after the RFP Closing Date, but before the contract award date may be considered, provided that the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC), or to incorrect handling by DFATD, after the Proposal has

been received by the Bid Receiving Unit. The only piece of evidence relating to a delay in the CPC system that is acceptable to DFATD is a CPC cancellation date stamp, a CPC courier Bill of Lading, or a CPC express post label that clearly indicate that the Proposal was mailed prior to the RFP Closing Date, i.e. no later than midnight the day preceding the RFP Closing Date. The Bidder is therefore advised to request that CPC date-stamp its envelopes. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

**Late Proposals**

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.

**Delayed Proposals**

7.9 Unless specified in the Data Sheet, Bidders are requested to present their Proposals on 8.5" X 11" or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.

7.10 The requirements with respect to the submission of Proposals are as follows:

- (a) **Technical proposal:**  
Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date.
- (b) **Financial proposal:**  
Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date.
- (c) **Financial Statements:**  
If requested in the Data Sheet, DFATD requests that the Bidder's financial statements be submitted in a third sealed envelope clearly marked "FINANCIAL STATEMENTS", followed by the RFP reference number, project title and the RFP Closing Date.
- (d) **Integrity Declaration Form (if applicable):**  
If a Bidder is required by the Integrity Regime to complete an Integrity Declaration Form (the Form), as described in paragraph 1.7, the Bidder must place the completed Form(s) in a separate sealed envelope clearly marked "INTEGRITY DECLARATION FORM", followed by the RFP reference number, project title and the RFP Closing Date. The complete Form(s) must be submitted to DFATD with the Bidder's proposal. Upon receipt, DFATD will submit the envelope to PWGSC.
- (e) **Outer envelope:**  
Bidders are requested to place the envelopes containing the technical and financial proposals, and financial statements, if applicable, in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and the RFP Closing Date. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/ or marked as stipulated.

7.11 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD's environmental initiatives and reduce waste.

7.12 With the exception of paragraph 7.14, all Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule.

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

7.13 Prior to the RFP Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:

- (a) submitted in accordance with paragraph 7.1-7.10 (except that withdrawal

notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

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

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

**8. Preparation of Proposal**

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

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

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

*Language*

**9. Technical Proposal**

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

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

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

*Mandatory Forms to Be Provided*

*Certifications Required with the Proposal*

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

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

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

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

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

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

(i) TECH-4: Bidder’s Experience;

(ii) TECH-5: Methodology;

(iii) TECH-6: Personnel.

*Other Forms to Be Provided*

- Content presentation**
- 9.6 In order to facilitate the evaluation, Bidders are requested to submit their technical proposals using the headings and numbering system detailed in Section 5, Evaluation Criteria. If specified in the Data Sheet, to avoid duplication, Bidders may use cross-referencing by referring to specific paragraph and page numbers in different sections of their Proposals where the subject topic has already been addressed.
- 9.7 Where specified in the respective TECH forms and/or in Section 5, Evaluation Criteria, Bidders are requested to respect page limits assigned to responses to any or all RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit.
- 9.8 As specified in the Data Sheet, Bidders are requested to:
- (a) provide a number of person-days that is equal to or higher than DFATD's minimum level of effort by individual Personnel position; or
  - (b) provide a number of person-days that takes into account the number of person-days for executing the project as estimated by DFATD; or
  - (c) respect the fixed level of effort set by DFATD.
- 9.9 Unless otherwise expressed in the Data Sheet, alternative Personnel may not be proposed, and only one curriculum vitae can be submitted for each position. DFATD will not consider any proposed alternative Personnel in the Proposal evaluation.
- 10. Financial Proposals**
- 10.1 All information related to Fees, overseas costs for Personnel on long-term assignment and costs of Contractor(s) must appear only in the financial proposal. The financial proposal must be prepared using form FIN-1.
- 10.2 FIN-1 must be provided with the Proposal. If the Bidder does not provide FIN-1 or does not comply with the provisions of paragraph 10.8, Pricing Basis, the Proposal will be rejected.
- Reimbursable Expenses**
- 10.3 Bidders are required to estimate Reimbursable Expenses that they will incur in the realization of the project in Canada and in the Recipient Country by filling in form FIN-3. With the exception of Local Support Staff, reimbursable expenses should not contain any elements of Fees, costs of Contractor(s), if any, or overhead/ indirect costs. Bidders' budgetary estimates of Reimbursable Expenses will not be evaluated. They will be subject to negotiation prior to contract award and subject to DFATD approval prior to reimbursement, which will be at cost.
- 10.4 The following Reimbursable Expenses, if applicable, are to be provided using FIN-3:
- [The National Joint Council Travel Directive, and the Special Travel Authorities serves as a ceiling for unit prices of certain Reimbursable Expenses]*
- (a) Travel and Living Expenses: for the Personnel categories identified in paragraph 10.8 (c), the cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive:
    - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, wherever possible, the services of Canadian carriers. The Consultant will endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant will need to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes have to be documented in the Consultant's project file;

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

- Funding** proposal (FIN-1 + FIN-3) should not exceed the funding available.
- Pricing Basis** 10.8 Bidders must submit their financial proposals in accordance with the following pricing basis:
- (a) Fees: For each individual or Personnel category to be employed under the project, indicate the proposed Fees based on 7.5 hours/day. Secretarial, typing and administrative costs are considered part of overhead unless directly related to project activities.
- The following cost elements, if any, must be included in the Fees:
- (i) Direct salaries - means the amounts paid to individuals for actual time directly worked under the Contract;
- (ii) Employee fringe benefits - means costs associated with employee salaries, including paid benefits. Paid benefits include: sick leave, statutory holidays, paid vacation leave, the employer's contribution for employment insurance and worker's compensation (where applicable), health and medical insurance, group life insurance and pension, time-off benefits, War Risk Accidental Death and Dismemberment insurance, vaccination, etc.;
- (iii) Overhead/ indirect costs – means the following costs originating from the Bidder's Head Office (non-project specific):
- Advertising and promotion ;
  - Amortization/ depreciation;
  - Bank charges ;
  - Board activities;
  - Business development activities;
  - Capital taxes;
  - Communication;
  - Computer maintenance expenses;
  - Financing costs including but not limited to interest expenses and costs to obtain letters of credit;
  - General staff training;
  - Insurance (e.g. office, board of directors liability, Commercial general liability, and Errors and omissions liability);
  - Internal or external audits of the Bidder;
  - Memberships and subscriptions;
  - Office supplies, furniture and equipment in Canada;
  - Bidder restructuring costs;
  - Professional fees relating to the administration of the Bidder (e.g. legal, accounting, etc.);
  - Proposal preparation activities;
  - Office rent and utilities in Canada;
  - Repairs and maintenance expenses in Canada;
  - Review and negotiation of agreements;
  - Salaries and fringe benefits related to the administration of the Bidder;
  - Staff recruitment;
  - Strategic planning activities;
  - Travel ;
  - Workstations, including computers;
  - Other indirect/ overhead type of expenditures related to the Bidder's office(s) in Canada;
  - Exchange rate fluctuation.
- (iv) Profit
- (b) Overseas costs for Personnel on long-term assignment:
- 1) Monthly Rate(s): For each individual under the category of Personnel assigned to the project in the Recipient Country for 12 or more consecutive months, the Bidder must indicate a firm all-inclusive monthly rate for each year that includes the following cost items as applicable. The average monthly rate is not to exceed the ceiling amount indicated in the Datasheet.

- (i) Housing: cost of a house/apartment as well as related expenses, which may include refurbishment, if applicable, and hotel accommodation at arrival and until permanent accommodation is available;
  - (ii) Basic utilities: costs of basic utilities such as water costs; sewage; gas; electricity; rental and repair of meters; garbage collection; primary fuel used for cooking; pest control where required by local laws;
  - (iii) Other expenses required by the Personnel while in the Recipient Country such as clean drinking water, storage and security services;
- 2) Relocation costs for Personnel on long-term assignment:

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

- (i) Travel - relocation: cost of travel and living while on travel status to and from the project location at the commencement and completion of the project;
  - (ii) Relocation expenses: the relocation expenses for packing, transport, shipping, en route storage, delivery and unpacking of the household effects. The Consultant is responsible for any related custom duties and insurance charges.
- (c) Personnel categories to be used:
- (i) Personnel assigned to the project in Canada or in the Recipient Country on Travel Status (less than 12 consecutive months in the Recipient Country);
  - (ii) Personnel assigned to the project in the Recipient Country on long-term assignment (12 consecutive months or more); and
  - (iii) Local Professionals (excluding Local Support Staff).
- (d) Costs related to Contractor(s), if applicable.
- (e) Administrative mark-up rate, if applicable, as specified in the Data Sheet.

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

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

***Currency***

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

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

***Taxes***

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

- 10.15 Local taxes (including but not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, duties, fees, levies) may be applicable on amounts payable to DFATD under the Contract. Bidders are requested to exclude all local taxes from their price. DFATD may reimburse the Consultant for any such taxes or pay such taxes on behalf of the Consultant. Reimbursement mechanism of applicable local taxes in the Recipient Country will be determined during contract negotiations.

***Costing  
Principles***

- 10.16 Cost of the Contract is comprised of the total Fees, overseas costs for Personnel on long-term assignment, costs of additional Sub-Consultants and Contractor(s)



and Reimbursable Expenses paid by DFATD for the provision of Services.

- 11. Proposal Evaluation**
- 11.1 Except when responding to requests to provide additional information as specified in paragraphs 9.1, 9.2, 9.4, 11.12, 11.25, 12 and 13 from the time the Proposals are submitted to the time the Contract is awarded, the Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/ or financial proposals. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.
- 11.2 Except as otherwise specified in this RFP, DFATD will evaluate Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
- 11.3 DFATD's Proposal selection method is described in the Data Sheet.
- 11.4 Bidders are advised that Proposals received as a result of this RFP will be evaluated by an evaluation team composed of representatives of Canada and may also include representatives of the Recipient Country and other external consultants. All Proposals will be treated as confidential, in accordance with paragraph 20, Confidentiality.
- 11.5 The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel.
- Mandatory Procedural Requirements**
- 11.6 Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.
- 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 datasheet will be rejected and the financial proposal will remain unopened.
- 11.11 Only work experience of the Bidder will be assessed. In the case of a consortium or joint venture, unless otherwise specified in Section 5, Evaluation Criteria, the experience of any Member could be included in a Proposal as work experience of the Bidder. Nevertheless, when the evaluation requirement is demonstrated through number of years / months of experience, the cumulative experience of the Members cannot be used. For example, if the RFP requires five (5) years of experience in education, and both Members independently have three (3) years each, the experience requirement will not be met. For the purposes of evaluation, listing experience with no substantiation to describe where and how such experience was obtained may result in a score of zero.
- 11.12 Where Form TECH-6A, where applicable, is not provided with the Proposal, DFATD will, in its evaluation, treat the Proposal as though there was no one identified to carry out that specific element of the project. Where Form TECH-

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

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

***Evaluation of  
Financial  
Proposals***

- 11.13 Financial proposals will only be opened and evaluated if the technical proposal achieves a score equal to or in excess of the minimum technical score indicated in the Data Sheet.
- 11.14 Fees, overseas costs for Personnel on long-term assignment, and costs of Contractor(s), if applicable, and the administrative mark-up cost, if specified in the Data Sheet will be considered in the financial evaluation. The Reimbursable Expenses will not be evaluated and will be subject to negotiation with the selected Bidder.
- 11.15 The evaluation of financial proposals will be carried out in accordance with the Data Sheet.
- 11.16 Unless otherwise specified in the Data Sheet, Bidders are requested to include and price in their financial proposals (FIN-1) all Personnel and Contractor(s), if applicable, identified in any manner by the Bidder in the technical proposal and not specifically mentioned to be part of the overhead. Failure to do so will result in the financial proposal being scored zero.
- 11.17 Where the available funding is specified in the Data Sheet and the Bidder’s financial proposal exceeds the funding available, DFATD may enter into negotiation with the Bidder on Reimbursable Expenses to arrive at a resultant contract price which is equivalent or lower than the amount of available funding. Should the negotiation not result in a contract price that is equal to or lower than the amount of available funding, the Bidder’s proposal may not be given further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.
- 11.18 Where the minimum level of effort is specified in the Data Sheet and the level of effort proposed by the Bidder is below the specified minimum, DFATD will evaluate the Bidder’s financial proposal based on DFATD’s specified minimum level of effort.
- 11.19 Where the fixed level of effort is specified in the Data Sheet and the Bidder proposes a different level of effort, DFATD will evaluate the Bidder’s financial proposal based on DFATD’s fixed level of effort.
- 11.20 When technical and financial evaluations are completed, Proposals will be evaluated for the award of additional bonus points relating to the Aboriginal Supplier Incentive specified in paragraph 11.21.

***Aboriginal  
Supplier  
Incentive***

- 11.21 DFATD supports the use of Aboriginal individuals or firms as Personnel or Contractors and has developed an Aboriginal Supplier Incentive process to encourage this practice. In this process, Bidders will be awarded evaluation points (up to a maximum of 50 points which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated and when Aboriginal direct hiring and/ or sub-contracting are proposed.
- 11.22 The Department of Aboriginal Affairs and Northern Development Canadian Supplier Inventory, which is accessible at <http://www.aadnc-aandc.gc.ca/>, will be used by DFATD to determine if the Personnel and/ or proposed Contractors are indeed Aboriginal persons.
- 11.23 A maximum of 50 points will be awarded on a pro-rata basis by using the overall total value of the Bidder’s Proposal, both Fees and Reimbursable Expenses, as the basis of comparison. The bonus points will be determined by dividing the total value of the Aboriginal component as declared in FIN-2 against the overall total value of the Bidder’s Proposal. For example, a Proposal which has \$100,000 value for the Aboriginal component against a total value of \$1,000,000 will be awarded 5 additional points [(\$100,000/ \$1,000,000) x 50

points = 5 points]. Only when a Proposal is entirely aboriginal will the 50 points be awarded.

11.24 The format to be used in presenting information for this process is provided in FIN-2, Aboriginal Supplier Incentive, and should be placed in the same envelope as the financial proposal. If FIN-2 is missing, the Bidder will not be awarded any points for the Aboriginal Supplier Incentive.

**Price  
Justification**

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

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

**12.  
Clarifications  
of Proposals**

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

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

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

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

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

**Rights of  
DFATD in  
evaluation**

- (a) correct any computational errors in the extended pricing of Proposals by using unit pricing;
- (b) if there is an error corresponding to the addition or subtraction of subtotals in a total, the total will prevail;
- (c) in case of discrepancy between word and figures, the former will prevail;
- (d) evaluate the financial proposal to reflect the minimum or fixed level of effort specified in the Data Sheet, if applicable;
- (e) in case of discrepancy between the level of effort in the technical and financial proposal, the financial proposal will be adjusted using the level of effort specified in the technical proposal; and
- (f) in case the financial proposal does not reflect the technical proposal, the financial proposal may be given a score of zero.

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

**13. Conditions of Contract Award**

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

**(a) Financial Capability**

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

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

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

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

**(b) Procurement Business Number**

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

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

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

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

**(d) Proof of Insurance**

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

**(e) Aboriginal status**

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

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

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

**(g) Integrity Provisions**

The Bidder must:

- i. As required under the Policy, incorporated by reference through paragraph 1.7.1 of this RFP, verify the status of all proposed first tier sub-consultants and contractors before entering into a direct contractual relationship in accordance with the Policy section 16 by either making an enquiry of the Registrar of Ineligibility and Suspension in the case of individuals, or in the case of sub-consultants and contractors that are not individuals, consult the public Ineligibility and Suspension List found on the [Integrity Regime](#) website. Prior to contract award, Bidders must advise DFATD of the results of the integrity verification; and
- ii. Using item 2 of form TECH-3: Bidder's Organization, submit to DFATD a list of names as required by, and in accordance with sections 17 a. and b. of the *Ineligibility and Suspension Policy* (the List). Bidders may submit the List with their Proposal. In the event that the List is not submitted with the Proposal, DFATD will inform the Bidder of a time within which to submit the List. Failure to submit the List within the time specified will render the Bidder's Proposal non-responsive and the Bidder's Proposal will be rejected.

**14. Negotiations**

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

14.2 Typical areas of negotiation may include:

- (a) Fees and overseas costs for Personnel on long-term assignment:

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

- (b) Reimbursable Expenses

All Reimbursable Expenses, listed in paragraph 10.4, are negotiable.

- (c) Advances as specified in paragraph 17.

- (d) Local tax payment and reimbursement mechanism.

**15.** 15.1 If specific individuals are identified in the Bidder's Proposal, the Bidder must

<b>Personnel Replacement prior to Contract Award</b>		ensure that each of those individuals are available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agree to with DFATD unless the Bidder is unable to do so for reasons beyond its control. For the purposes of this paragraph, only the following reasons will be considered as beyond the control of the Bidder: long-term/permanent illness, death, retirement, resignation, maternity and parental leave, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must propose a replacement with equivalent or greater qualifications and experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not, at a minimum, achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.
<b>16. Irrevocable Standby Letter of Credit</b>	16.1	To guarantee the Consultant's obligations under the Contract, within 28 Days of the signature of the Contract, the Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) as specified in the Data Sheet.
	16.2	All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense.
<b>17. Advances</b>	17.1	The Data Sheet specifies whether DFATD will permit advance payments to the Consultants under the Contract resulting from this RFP. A detailed list of expenses eligible for advance payments, if any, is specified in the Data Sheet.
	17.2	Bidders are requested to indicate in their financial proposals the amount and nature of advances that will be required by them to undertake the Contract. The Bidder's request for advances will not be evaluated. However, requested advances may be subject to negotiation prior to Contract award.
	17.3	DFATD will not issue an advance until the Consultant provides DFATD with an ISLC acceptable to DFATD in form and content. An ISLC will be drawn in favour of DFATD and issued by an Approved Financial Institution and will be in place before any advance is made and remain in effect until all advances are fully liquidated. The ISLC is always for an amount equal to one hundred (100) percent of the maximum possible outstanding amount of advance payments at any given time during the execution of the Contract.
	17.4	During the negotiation stage, DFATD may request confirmation of the Bidder's ability to obtain the necessary advance security as stipulated in paragraph 17.3. Failure to do so by the date stipulated by DFATD will result in the selected Proposal being given no further consideration. DFATD reserves the right to initiate negotiations with the next highest-ranking Bidder.
<b>18. Notification/ Debriefing of unsuccessful Bidders</b>	18.1	After completing negotiations and awarding the Contract to the selected Bidder, DFATD will publish the award of the Contract on GETS and on the DFATD website.
	18.2	Bidders may make a written request to DFATD to receive an oral or written debriefing on the strengths and weaknesses of the Bidder's own Proposal and to receive the marks obtained by the Bidder for each requirement of the technical component published in the evaluation grid and the marks obtained for the financial component. All costs related to oral debriefings, including but not limiting to communication and/or transportation costs, are the responsibility of the Bidder.
	18.3	Bidders may also request the name of the successful Bidder, the total marks obtained by the successful Bidder in each of the three categories of the technical component listed in Section 5, Evaluation Criteria, and the marks obtained by the successful Bidder for the financial component. Where the request involves a Bidder who is an individual, some information may qualify for protection under the <i>Privacy Act</i> .
<b>19. Commenceme</b>	19.1	The Consultant is expected to commence provision of Services within the delay specified in the Data Sheet.

- nt of Services** 19.2 The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by DFATD.
- 20. Confidentiality** 20.1 Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act*, and the *General Records Disposal Schedule of the Government of Canada*.
- 21. Rights of DFATD** 21.1 DFATD reserves the right to:
- (a) reject any or all Proposals received in response to the RFP;
  - (b) enter into negotiations with Bidders on any or all aspects of their Proposals;
  - (c) accept any Proposal in whole or in part without negotiations;
  - (d) cancel the RFP at any time;
  - (e) reissue the RFP;
  - (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who responded to resubmit Proposals within a period designated by DFATD; and
  - (g) negotiate with the sole compliant Bidder to ensure best value to DFATD.

## Instructions to Bidders

### DATA SHEET

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

Paragraph Reference	
<b>Definitions (t)</b>	For the purpose of this RFP, the following positions are also included as Local Support Staff: <ul style="list-style-type: none"> <li>○ Administrative assistant;</li> <li>○ Accountant/bookkeeper;</li> <li>○ any other support or administration position in the recipient country, i.e. who does not provide technical services directly related to the achievement of the outcomes of the project.</li> </ul>
<b>Definitions (dd)</b>	The Recipient Country is Burkina Faso
<b>Definitions (ff)</b>	The RFP Closing Date is 2019-01-31 at 14:00 hrs, Eastern Daylight Saving Time (EDT) (RFP Closing Date)
<b>1.5</b>	Bidders' Conference: YES___ NO <input checked="" type="checkbox"/> ___ Site tour: YES___ NO <input checked="" type="checkbox"/> ___
<b>1.6</b>	Visit can be arranged: YES___ NO <input checked="" type="checkbox"/> ___
<b>1.6, 6.2, 11.1 and 13.1</b>	<b>DFATD Point of Contact is:</b> Diane Lefebvre Senior Contracting Officer Department of Foreign Affairs, Trade and Development 200, promenade du Portage Gatineau, Quebec K1A 0G4 Email: <a href="mailto:diane.lefebvre@international.gc.ca">diane.lefebvre@international.gc.ca</a>
<b>2.3</b>	Location of contract negotiation: National Capital Region, Canada. DFATD will also be available for negotiations via teleconference or videoconference.
<b>7.2</b>	Bidder is requested to submit: <ul style="list-style-type: none"> <li>• Technical proposal: The original and two(2) copies and one electronic version (on a USB key or CD-ROM)</li> <li>• Financial proposal: The original and two (2) copies</li> </ul> <p>In the event of a discrepancy between the electronic version and the paper version, the original paper version prevails.</p>
<b>7.9</b>	Page size other than 8.5" X 11" or A4 is acceptable: YES___ NO <input checked="" type="checkbox"/> ___
<b>7.10 (c)</b>	Financial statements are to be included in the Proposal: YES___ NO <input checked="" type="checkbox"/> ___
<b>8.2</b>	Additional documentation is available: YES___ NO <input checked="" type="checkbox"/> ___
<b>9.6</b>	Cross-referencing is recommended: YES <input checked="" type="checkbox"/> NO___
<b>9.8 (c) and</b>	A fixed number of person-days is required for the following Personnel positions:



11.19	Position	Fixed Person-days
	Project Director	1 100 days
	Project Manager	550 days
	Office Manager	1 100 days
	Basic Education Senior Advisor	880 days
	Public Financial Management (PFM) Senior Advisor	880 days
	Gender Equality (GE) Senior Advisor	880 days
	Technical Specialist in Public Financial Management (PFM) no 1	880 days
	Technical Specialist in Public Financial Management (PFM) no 2	880 days
	Technical Specialist in Public Financial Management (PFM) no 3	880 days
	Technical Specialist in Basic Education no 1	880 days
	Technical Specialist in Basic Education no 2	880 days
	Technical Specialist in Basic Education no 3	880 days
	<p>The Senior Advisors and Technical Specialists positions will not be technically evaluated. They will only be financially evaluated.</p> <p>Bidders are not required to propose individuals for the Senior Advisors and Technical Specialists positions in their technical proposal. DFATD will not consider the CVs of the Senior Advisors nor the Technical Specialists in the evaluation of the technical proposals.</p>	
9.9	The Bidder can propose alternative Personnel: YES ___ NO <input checked="" type="checkbox"/>	
10.4 (k)	<p>In addition to the eligible reimbursable expenses listed in <i>Instructions to Bidders</i> paragraph 10.4, the Bidder will have a maximum budget of \$490,000 CAD to cover the reimbursable expenses for the additional technical specialists (other members of Personnel and Contractors) who will be identified during the project implementation plan, incurred as part of their mandates including the following actual and reasonable costs:</p> <p>(a) Travel and living expenses in accordance with the Section 1. - <i>Instructions to Bidders</i>, paragraph 10.4 (a);</p> <p>(b) Reprography, communications and publications of training materials.</p>	
10.7 and 11.17	<p>Available funding</p> <p>The available funding for the Contract resulting from this RFP is eight million five hundred thousand Canadian dollars (\$8.5M CAD), excluding applicable taxes.</p> <p>Of that amount, DFATD has reserved:</p> <p>a) A budget of \$1,540,000 CAD including administrative mark-up for the additional technical specialists (other members of Personnel and contractors) who will be identified during the project implementation plan and who will be required to carry out technical assistance and capacity building as described in Section 4. <i>Terms of Reference - Part B - Specific Mandate of the Consultant</i>.</p> <p>b) A budget of \$490,000 CAD for the reimbursable expenses of additional technical specialists (other members of Personnel and Contractors).</p> <p>c) A budget of \$240,000 CAD for expenses of counterpart personnel (per Section 1. - <i>Instructions to Bidders</i>, paragraph 10.4 (h)).</p> <p>This disclosure does not commit DFATD to paying the funding available.</p>	
10.8 (b) 1)	The ceiling for the average monthly rate of the Project Director on long-term assignment is four thousand eight hundred and ninety Canadian dollars (\$4,890 CAD) per month.	

<p><b>10.8 (e)</b></p>	<p>Administrative mark-up : Yes: <input checked="" type="checkbox"/> No : <input type="checkbox"/></p> <p>The Administrative mark-up, which will apply to Sub-consultants and Contractors acting as additional technical specialists (Section 4. <i>Terms of Reference</i> - Part B - <i>Specific Mandate of the Consultant</i> – paragraph 3.11) and to be determined during project implementation includes :</p> <ul style="list-style-type: none"> <li>• Overhead expenses</li> <li>• Profit</li> </ul> <p>This rate will be applied as follows :</p> <table border="1" data-bbox="371 594 1372 782"> <thead> <tr> <th></th> <th>Basis for the rate application</th> </tr> </thead> <tbody> <tr> <td>Sub-consultants assigned to the project</td> <td>Fees invoiced by the Sub-consultants</td> </tr> <tr> <td>Contractors</td> <td>Costs invoiced by the Contractors</td> </tr> </tbody> </table> <p>*When an employee is added during the contract as an additional technical specialist, the Consultant’s employee proposed rate will be reimbursed at actual direct salaries plus an administrative mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p> <p>For example, please see the table below.</p> <table border="1" data-bbox="371 1145 1409 1677"> <thead> <tr> <th></th> <th>EXAMPLE Consultant’s <u>proposed</u> Mark-up rate (%)</th> <th>Fees charged to DFATD</th> </tr> </thead> <tbody> <tr> <td>Sub-consultants assigned to the project</td> <td>3%</td> <td>Fees billed by the sub-consultants multiplied by 1.03</td> </tr> <tr> <td>Contractors</td> <td>3%</td> <td>Costs billed by contractors multiplied by 1.03</td> </tr> <tr> <td>Consultant Employees</td> <td></td> <td>Proposed fees include a mark-up rate that does not exceed the rate included in the firm all-inclusive per diem rates submitted for the staff included in the proposal.</td> </tr> </tbody> </table>		Basis for the rate application	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors		EXAMPLE Consultant’s <u>proposed</u> Mark-up rate (%)	Fees charged to DFATD	Sub-consultants assigned to the project	3%	Fees billed by the sub-consultants multiplied by 1.03	Contractors	3%	Costs billed by contractors multiplied by 1.03	Consultant Employees		Proposed fees include a mark-up rate that does not exceed the rate included in the firm all-inclusive per diem rates submitted for the staff included in the proposal.
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<p><b>11.3</b></p>	<p>Selection Method: Best value adjusted for cost:</p> <p>The technical proposal is awarded a maximum of 700 points or 70 percent of total possible 1,000 points, and the financial proposal is awarded a maximum of 300 points or 30 percent.</p> <p>If Aboriginal direct hiring and/ or Contractors are proposed, Bidders will be awarded evaluation points (up to a maximum of 50 points, which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated.</p> <p>The Bidder whose Proposal obtained the highest combined technical and financial score and Aboriginal Supplier Incentive score, out of 1,050 points, will be invited for negotiations unless there is less than 10 points between that Bidder and the lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.</p>																		
<p><b>11.10 and 11.13</b></p>	<p>The minimum technical score required is 420 points. Only Proposals that achieve a minimum technical score are considered compliant.</p>																		
<p><b>11.14, 11.19 and 12.4 (d)</b></p>	<p>The total Financial proposal to be evaluated will be the sum of FIN-1A and FIN-1B.</p> <p><b>FIN-1A is the sum of the total cost of Fees and the total overseas costs for Personnel on long-term assignment:</b></p> <p>i) The total cost of Fees will be calculated, in accordance with FIN-1A, by adding the</p>																		

sub-totals of costs related to:

- a) the Bidder’s average Fees multiplied by DFATD’s fixed level of effort for each position of Personnel identified by DFATD in the RFP, and
- b) the Bidder’s average Fees multiplied by the level of effort he established for each position of Personnel proposed in his methodology.

ii) The total overseas costs for Personnel on long-term assignment are calculated by multiplying the average all-inclusive monthly rate by the number of months identified by DFATD and the total cost of relocation (mobilization/demobilization).

Should the Bidder provide an average monthly rate higher than the ceiling rate indicated in the Datasheet under paragraph 10.8 (b) 1):

- For evaluation purposes, DFATD will use DFATD’s ceiling monthly rate to calculate FIN-1A;
- For contracting purposes, the rate per year to be indicated in the resulting contract will be calculated on a pro-rata based on the ceiling rate as indicated below.

For example:

For the purpose of the example, the ceiling rate is \$1800 and Bidder B is the winning bidder.

Bidder	Year 1	Year 2	Year 3	Average rate
Bidder B	\$2,100	\$2,250	\$2,400	\$2,250

Should Bidder B’s average rate exceed the ceiling rate, DFATD will calculate the pro-rata ratio by dividing the ceiling rate by Bidder B’s average rate (up to 2 decimal numbers). The monthly rates for year 1, 2 and 3 will be prorated using the calculated ratio. For the purpose of the example, the following table shows the adjusted rates:

Ratio: ceiling/average = 1,800/2,250 = 0.80

Adjusted Year 1	Adjusted Year 2	Adjusted Year 3
2,100*0.80 = \$1,680	2,250*0.80 = \$1,800	2,400*0.80 = \$1,920

The adjusted monthly rates will be incorporated in the resulting contract.

**FIN-1B - Competed mark up: Administrative mark-up cost:**

The evaluated administrative mark-up cost FIN-1B will be calculated by applying the Bidder’s mark-up rate, as indicated in FIN-1B, to the budget set-aside for the cost of other Personnel and Contractors to be determined during project implementation using the following formula:

$$\text{Administrative mark-up cost} = \text{budget set-aside} \$ \times \frac{\% \text{ of mark-up rate}}{(1 + \% \text{ of mark-up rate})}$$

Costs related to Contractors and Personnel, other than those identified by DFATD, may be determined during implementation and will not exceed the budget set-aside specified under FIN-1B.

**11.15**

**Scoring of financial proposals:**

The financial proposal with the lowest evaluated dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis based on the lowest compliant financial price. For example, if the total financial score is 300 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 300 points for its financial proposal. All other technically compliant Bidders’ financial score will be calculated as follow:

	<p>Bidder B's financial score = <math>\frac{\text{Bidder A's financial price}}{\text{Bidder B's financial price}} \times 300</math></p>
<b>11.16</b>	The clause is applicable: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>13.1(c)</b>	The Bidder is subject to security requirements: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>13.1(d)</b>	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>(a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;</li> <li>(b) Bodily Injury and Property Damage to Third Parties;</li> <li>(c) Product Liability and Completed Operations;</li> <li>(d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;</li> <li>(e) Cross Liability and Separation of Insured;</li> <li>(f) Employees and, if applicable, Volunteers as Additional Insured;</li> <li>(g) Employer's Liability;</li> <li>(h) Broad Form Property Damage;</li> <li>(i) Non-Owned Automobile Liability; and</li> <li>(j) 30 Days written notice of policy cancellation.</li> </ul> <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and</li> <li>b) 30 Days written notice of cancellation.</li> </ul> <p>3. Health Insurance</p> <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Centre for Intercultural Learning, pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that members of its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or contractors for medical reasons.</p> <p>4. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>a. Canada as additional insured as represented by the Department of Foreign</li> </ul>

	<p>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; and</p> <p>d. 30 Days written notice of cancellation.</p>
<b>16.1</b>	The Irrevocable Standby Letter of Credit (ISLC) must be for the face amount of six hundred thousand Canadian dollars (\$600,000 CAD).
<b>17.1</b>	<p>Advance payments may be permitted: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following types of expenses are eligible for advance payment:</p> <p>(a) Expenses associated with setting up a local office in the Recipient Country;</p> <p>(b) Long-term leases for offices.</p>
<b>19.1</b>	Expected date for commencement of consulting and professional services is no later than thirty (30) days following the signature of the contract.

## Section 2. Technical Proposal - Standard Forms


### **Guidance to Bidders:**

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

### **Bidders Checklist**

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


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

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

awarded (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 11.12, 11.25, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

**2. Other requirements:**

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

<b>Proposal Presentation and Submission</b>	
Has the technical proposal used the headings and numbering system detailed in Section 5, Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in the Data Sheet?	
Has the Bidder submitted its proposal in the number of originals and copies indicated in the Data Sheet?	
Is the Original proposal clearly identified as "Original" on its cover?	
Is the Proposal presented on 8.5" X 11" or A4 paper (or as specified in the Data Sheet) and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Have the original and all copies of the technical proposal been placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
Have the original and all copies of the financial proposal been placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?	
If requested in the Data Sheet, have financial statements been submitted in a third sealed envelope clearly marked "Financial Statements"?	
If required, has an Integrity Declaration Form been submitted in accordance with paragraph 7.10(d)?	
Have the envelopes containing the technical and financial proposals, and financial statements, if applicable, been placed in an outer envelope and sealed?	
Does the outer envelope bear: <ul style="list-style-type: none"> <li>- name of the Bidder</li> <li>- return address of the Bidder</li> <li>- submission address</li> <li>- RFP reference number</li> <li>- project title</li> <li>- the RFP Closing Date.</li> </ul>	
Have the Proposal withdrawal, substitution and/ or modification, if any, been done as per ITB 7.13?	
<b>Technical Proposal</b>	
In case of a consortium or joint venture, has the Member in charge been identified by checking the appropriate box in TECH-1?	
Has the Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture provided information as requested in TECH-3 with the Proposal?	
Has the Bidder provided information as requested in TECH-4 according to the specified format?	

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



## FORM TECH-1 Acceptance of Terms and Conditions

**Guidance to Bidders:**

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

The Proposal presented to the Department of Foreign Affairs, Trade and Development is for the provision of consulting and professional services in relation to the Equity Support through Institutional and Technical Reforms Project to Strengthen the Basic Education Strategic Development Program (PARITÉ)

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

Person authorized to sign on behalf of the Bidder:

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

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

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

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

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

Member in Charge

## FORM TECH-2

### Certifications

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

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

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

#### **1. CANADIAN STATUS**

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

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

#### **2. INTEGRITY PROVISIONS**

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

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

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

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

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

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

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

#### **4. ANTI-TERRORISM REQUIREMENT**

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

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

## **5. INTERNATIONAL SANCTIONS**

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

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

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

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

## **7. LANGUAGE CAPABILITY**

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

## **8. EDUCATION AND EXPERIENCE**

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

## **9. AVAILABILITY OF RESOURCES**

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

## **10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

By submitting a Proposal, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a consortium or joint venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed>) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

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

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

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

Complete both A and B.

A. Check only one of the following:

A1. The Bidder certifies having no work force in Canada.

A2. The Bidder certifies being a public sector employer.

A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

**OR**

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

B. Check only one of the following:

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

**OR**

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

## **11. ABORIGINAL FIRM**

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

(a) at least 51 percent of the firm is owned and controlled by Aboriginal persons; and

(b) at least one third of the firm's employees, if it has 6 or more full-time staff, must be Aboriginal persons.

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

AND

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

The Bidder is not Aboriginal.

- **OR** -

The Bidder is Aboriginal.

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

I/ We hereby certify \_\_\_\_\_ (Name of individuals or firms who act as Personnel, Local Support Staff and/ or Contractors) is/ are Aboriginal firm or individuals as defined in this TECH-2 and that \_\_\_\_\_ (insert value of Aboriginal component) represent the Fees/ services/ supplies that I/ We

will provide to the Bidder. I/ We am/ are aware that DFATD reserves the right to verify any information provided in this regard and that untrue statements may result in the Proposal being declared non-compliant, or in any action which DFATD may consider appropriate. I/ We all certify that I/ We are in compliance with the above requirements.

## **12. FORMER CANADIAN PUBLIC SERVANT CERTIFICATION**

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

### **Definitions**

For the purposes of this certification,

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

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

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

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

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

*Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

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

If so, the Bidder must provide the following information:

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

### **Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

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

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

## FORM TECH-3

### Bidder's Organization

**Guidance to Bidders:**

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

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

1. The legal name, mailing address, telephone and fax numbers of the Bidder, including each Member if the Bidder is a consortium or joint venture:
2. If available at the time of proposal submission and in accordance with paragraph 13.1 (g) ii of the RFP, a complete list of the following:
  - For **corporate entities (including those bidding as joint ventures)**: names of all current directors or, for privately owned corporations, the names of the owners of the corporation.
  - For **sole proprietors (including sole proprietors bidding as joint ventures)**: names of all owners.
3. The person to contact regarding the Proposal (name, title, telephone and fax numbers, and email address):
4. The person to contact regarding any resulting Contract (name, title, telephone and fax numbers, and email address):
5. Governing law of a Canadian province or territory, if different than Ontario, in accordance with the paragraph 3.2 of the RFP:
6. If available at the time of proposal submission, the Procurement Business Number of the Bidder issued by Public Works and Government Services Canada, including of each Member if the Bidder is a consortium or joint venture:
7. Is the Bidder registered for the Quebec Sales Taxes (QST)

## FORM TECH- 4

### Bidder's Experience

**Guidance to Bidders:**

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

Project Title:		Recipient Country:	
Project value in \$CAD:		Project location within country:	
Expected project value in \$CAD and in percentage:		Project Sector:	
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:			
Project Duration :		Approx. value of services in \$CAD:	
Start date (month/ year):	Completion date (month/ year):	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			
Government institution(s) involved:			
Stakeholder Type(s) :			
Cross-cutting Theme(s):			
Detailed description of services provided (including the specific roles and responsibilities of the Bidder in the project and his/her contribution to the achievement of the project results):			

**FORM TECH-5**  
**Methodology**

***Guidance to Bidders:***

Bidders are required to use the following TECH forms as part of their technical proposals:  
TECH-5A, Project Performance Measurement Framework (PMF).

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

***Guidance to Bidders:***

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

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

Note that the Performance Measurement Framework has been streamlined to allow Bidders to meet Requirement 5 of Section 5 - *Evaluation Criteria*.



**PROJECT PERFORMANCE MEASUREMENT FRAMEWORK (PMF)**

Expected Results	Indicators
<b>ULTIMATE OUTCOME (LONG TERM)</b>	
<b>1000</b> Quality basic education for girls and boys in Burkina Faso	
<b>INTERMEDIATE OUTCOMES (MEDIUM TERM)</b>	
<b>1100</b> - The professional practices of MENA agents, supervisors and teachers promote better inclusion and improved learning, especially for girls	
<b>IMMEDIATE OUTCOMES (SHORT TERM)</b>	
<b>1110</b> Increased capacities of MENA to reduce gender-related access disparities and two indicator statements (one qualitative and one quantitative) for each of the first two associated outputs, the outputs are:	
<b>OUTPUTS</b>	
<b>1111</b> - Strategies, devices and tools aimed at countering gender exclusion and early marriages are developed	
<b>1121</b> - Diagnostics, strategies, instruments and tools to counter violence at school are developed	

## FORM TECH- 6A

### Curriculum Vitae for Proposed Personnel

***Guidance to Bidders :***

Use this form to provide information concerning the proposed individuals and the projects examples.  
The maximum number of pages for each proposed individual is indicated in Section 5 *Evaluation Criteria*.

Position Title:

Name and citizenship of the proposed team member:

Academic qualifications (degrees received, name of the recognized educational institution, discipline and pertinent dates)

Additional training (relevant dates and field)

Present employer and position (if applicable)

Length of service with current employer and status (permanent, temporary, contract employee, associate, etc.)

Experience:

Assignment history in reverse chronological order, with a description of each assignment according to the rated criteria detailed under "Personnel Experience" in Section 5, including but not limited to:

- position:
- name and country of the project:
- budget managed by the person as part of the assignment:
- staff managed (sector of expertise, number of employees, etc.):
- start date (month and year) and end date (month and year):
- client or funding body:
- project stakeholders:
- location of assignment:
- detailed description of the services rendered (application of the principles of performance-based management, public communications, financial management, report writing, etc.):

References (name, title, telephone and email)

**FORM TECH- 6B**  
**Commitment to Participate in the Project**

**Guidance to Bidders:**

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

**1 REFERENCE**

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

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

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

**3 DECLARATION OF INDIVIDUAL**

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

### **Section 3. Financial Proposal - Standard Forms**

#### **FORM FIN-1**

#### **TOTAL COST**

***Guidance to Bidders:***

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

The Bidder is requested to show the amount of Applicable Taxes separately.

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

**Fees (ITB 10.8 a))**

***Guidance to Bidders:***

The daily fee is an all-inclusive fee (which includes salaries, benefits paid and leave, overhead and profit), excluding applicable taxes.

The Bidder must submit a firm all-inclusive daily fee **for each year** for all positions identified by DFATD in the RFP.

The bidder must submit a planned **level of work (LOE)** for all positions designated by the Bidder according to its methodology.

**Fees for Personnel Positions Identified by DFATD**

<b>Personnel Resource Name</b>	<b>Personnel Position</b>	<b>Year 1 Firm all-inclusive daily Fees \$</b>	<b>Year 2 Firm all-inclusive daily Fees \$</b>	<b>Year 3 Firm all-inclusive daily Fees \$</b>	<b>Year 4 Firm all-inclusive daily Fees \$</b>	<b>Year 5 Firm all-inclusive daily Fees \$</b>	<b>(LOE) fixed by DFATD (Days)</b>	<b>Sub-Total Estimated Cost = Average of (year 1, 2, 3, 4 and 5) x Total LOE</b>
	Project Director						1,100	
	Project Manager						550	
	Office Manager						1,100	
	Basic Education Senior Advisor						880	
	Public Financial Management (PFM) Senior Advisor						880	
	Gender Equality (GE) Senior Advisor						880	
	Technical Specialist in Public Financial Management (PFM) no 1						880	
	Technical Specialist in Public Financial Management (PFM) no 2						880	
	Technical Specialist in Public Financial Management (PFM) no 3						880	
	Technical Specialist in Basic Education no 1						880	
	Technical Specialist in Basic Education no 2						880	
	Technical Specialist in Basic Education no 3						880	
							<b>SUBTOTAL-1 for FIN-1A (exclusive of any taxes)</b>	<b>\$</b>

Fees for Personnel Positions Identified by the Bidder according to his 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 \$	Year 4 Firm all-inclusive daily Fees \$	Year 5 Firm all-inclusive daily Fees \$	LOE planned by the Bidder (Days)	Sub-Total Estimated Cost = Average of (year 1, 2, 3, 4 and 5) x Total LOE
<b>SUBTOTAL-2 for FIN-1A (exclusive of any taxes)</b>								\$

**Costs for Personnel on long-term assignment - Monthly Rate (ITB 10.8 b) 1))**

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

Monthly rate (housing, basic utilities, other expenses)								
Personnel Resource Name	Personnel Position	Firm all-inclusive monthly rate					Number of months	Sub-total Cost=average of yr1 to 5 x Total number of months
		Y1	Y2	Y3	Y4	Y5		
	Project Director						57	
<b>SUBTOTAL-3 (exclusive of any taxes) – Total (housing, basic utilities, other expenses)</b>								\$
<b>Ceiling for the monthly rate</b>								\$4,890.00

**Relocation Costs (ITB 10.8 b) 2))**

<b>Cost of relocation</b>				
<b>Personnel Resource Name</b>	<b>Personnel Position</b>	<b>Mobilization (from home country to recipient country)</b>	<b>Demobilization (from recipient country to home country)</b>	<b>Sub-Total (mobilization + demobilization)</b>
	Project Director			
<b>SUBTOTAL-4 (exclusive of any taxes) – Total Cost of Relocation</b>				\$

**TOTAL FIN-1A = SUBTOTAL-1 + SUBTOTAL-2 + SUBTOTAL-3 + SUBTOTAL-4**

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

**Guidance to Bidders:**

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

<b>Administrative mark-up rate (ITB 10.8e))</b>	_____ %
<b>Evaluated administrative mark-up cost</b> $1,540,000 \times \frac{\% \text{ of mark-up}}{(1 + \% \text{ of mark-up})}$	<b>FIN-1B = \$</b> _____
<b>BUDGET SET-ASIDE FOR ADDITIONAL TECHNICAL SPECIALISTS (SUB-CONSULTANTS AND CONTRACTORS)</b>	<b>\$1,540,000</b> <b>including the administrative mark-up.</b>

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



**FORM FIN-2  
ABORIGINAL SUPPLIER INCENTIVE**

Identification of Aboriginal Person(s) to be employed by the Bidder (ITB 11.21 – 11.24)

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

Aboriginal Contractors to be utilized

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

**FORM FIN-3**  
**REIMBURSABLE EXPENSES**

**Guidance to Bidders:**

The Bidder should complete the table below using ONLY the detailed cost line items. Any costs that fall outside the line items 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 should include a provision for inflation, if any, in the total cost

**Indicative Reimbursable Expenses**

#	Description	Units	\$, Per Unit	Sub-total, \$	
<b>a</b>	<b>Travel and Living</b> Transportation Meals, incidentals and private vehicle Visa costs Accommodation Other*				
<b>b</b>	<b>Purchase and Transportation costs</b> Equipment Supplies				
<b>c</b>	<b>Communication costs</b>				
<b>d</b>	<b>Translation and reproduction costs</b>				
<b>e</b>	<b>Bank charges</b>				
<b>f</b>	<b>Local Support Staff</b>				
<b>g</b>	<b>Allowances for DFATD award students and trainees</b>				
<b>h</b>	<b>Expenses of Counterpart personnel</b>				240,000
<b>i</b>	<b>Field Office Expenses</b> Office Vehicles Other				
<b>j</b>	<b>Reimbursable Expense related to training</b>				
<b>k</b>	<b>Reimbursable Expenses for additional technical specialists</b>				490,000
	<b>Total Reimbursable Expenses</b>				

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

## **Section 4. Terms of Reference**

**Equity Support through  
Institutional and Technical Reforms Project**

**to strengthen the**

**Basic Education Strategic Development Program  
(PARITÉ)**

**Part A – Project Description**

**Part B – Specific Mandate of the Consultant**

## Acronyms and Definitions

<b>TS</b>	Technical support
<b>AME</b>	Association of mother educators
<b>APE</b>	Parent and student association
<b>ARCOP</b>	Public Procurement Regulatory Authority
<b>BCEAO</b>	Central Bank of West African States
<b>CAST</b>	Treasury’s Special Allocation Account for the “Fund to Support Basic Education Development”
<b>CEB</b>	Basic Education District
<b>CEDEF</b>	Convention on the Elimination of All Forms of Discrimination Against Women
<b>PMF</b>	Performance Measurement Framework
<b>SMC</b>	School Management Committee
<b>SFD/ET</b>	A Sectoral Framework for Dialogue - Education and Training
<b>CSLP</b>	Strategic Framework for Poverty Reduction (2000-2010)
<b>DAF</b>	Administration and Finance Directorate
<b>MFCCD</b>	Directorate for Control of Procurement and Financial Commitments
<b>IDD</b>	Institutional Development Directorate
<b>DGESS</b>	General Directorate of Research and Statistics
<b>DMP</b>	Directorate of Public Procurement
<b>DPENA</b>	Provincial Directorate for Education and Literacy
<b>DPEIFG</b>	Directorate for the Promotion of Inclusive Education, Girls and Gender
<b>DPEPPNF</b>	Provincial Directorate for Preschool, Primary and Non Formal Education
<b>DPCMEF</b>	Provincial Directorate for Control of Procurement and Financial Commitments
<b>DRCMEF</b>	Regional Directorate for Control of Procurement and Financial Commitments
<b>DRENA</b>	Regional Directorate for Education and Literacy
<b>DREPPNF</b>	Regional Directorate for Preschool, Primary and Non Formal Education
<b>GE</b>	Gender equality
<b>DPF</b>	Donor-pooled fund
<b>FSDEB</b>	Fund to Support Basic Education Development
<b>RBM</b>	Results-based management
<b>PFM</b>	Public finance management
<b>MATD</b>	Ministry of Territorial Administration and Decentralization
<b>DFATD</b>	Department of Foreign Affairs, Trade and Development (Canada)
<b>MENA</b>	Ministry of National Education and Literacy
<b>MINEFID</b>	Ministry of Finance, Economy and Development
<b>MFSNF</b>	Ministry for Women, National Solidarity and Family
<b>LM</b>	Logic model
<b>DPM</b>	Delegated Project Manager
<b>SDG</b>	Sustainable Development Goals
<b>AAP</b>	Annual Action Plan
<b>MCSP</b>	Management Committee Support Project
<b>PAP</b>	Priority Action Plan
<b>PDSEB</b>	Basic Education Strategic Development Program
<b>Proc.</b>	Procurement
<b>JFM</b>	Joint Financing Memorandum
<b>IP</b>	Implementation Plan

<b>PNDES</b>	National Plan for Economic and Social Development
<b>NGP</b>	National Gender Policy
<b>POSEF</b>	Economic and Financial Sector Policy
<b>PSEF</b>	Education and Training Sector Plan
<b>PSRC</b>	Capacity Development Strategic Plan
<b>AWP</b>	Annual Work Plan
<b>TFP</b>	Technical and financial partner
<b>TFP-PF</b>	Technical and financial partner for the pooled fund
<b>CB</b>	Capacity building
<b>SCADD</b>	Strategy for Accelerated Growth and Sustainable Development (2011-2015)
<b>SG</b>	Secretary General
<b>SIMP2</b>	Public Procurement Integrated Information System, Version 2
<b>SNAEF</b>	National Strategy for the Acceleration of Girls' Education
<b>SRFP</b>	Strategy for Strengthening Public Finances
<b>SSIE</b>	Education Infrastructure Monitoring Service

## Definitions

Within the context of the Burkina Faso government, the following definitions apply:

**Deconcentration** is the transfer of services from central government ministries to the regional level: Regional directorate, Provincial directorate, Departmental directorate, are affiliated with the central departments.

**Decentralization** is the creation of territorial municipalities, each headed by a representative (called the mayor) who is elected by the people. The municipalities enjoy autonomy with regard to management, but benefit from the technical support provided by deconcentrated ministerial services (described above).

## Part A – Project Description

### 1. BACKGROUND

#### 1.1. Summary

Burkina Faso is an important country for Canada's development assistance. The Department of Foreign Affairs, Trade and Development Canada (DFATD) implements its programming through various channels, including its bilateral program. DFATD's bilateral assistance program disbursed nearly \$17.86 million in 2016-2017 to support implementation of Burkina Faso's National Plan for Economic and Social Development (PNDES) 2016-2020. DFATD concentrates its assistance on two areas of the PNDES (human development and inclusive and green economic development) that fulfil the needs of the most vulnerable people and respect Canada's development priorities. The programming focuses on:

- Supporting human development in Burkina Faso, with a particular focus on ensuring equitable access to quality basic education; and
- Promoting inclusive and green economic growth, with a particular focus on supporting development in the agri-food and solar energy sectors, and improving water supply and sanitation.

Canada also supports, at a lesser degree, the human rights sector, governance and democracy.

The bilateral program channels part of its assistance through program-based and technical assistance (TA) projects, which support the government of Burkina Faso in achieving its goals. In addition to this support, projects are implemented by Canadian, international and local civil society, and private partners. This helps ensure that Canadian international assistance consolidates the progress achieved and meets the needs of Burkina Faso's most vulnerable communities.

DFATD contributes to the Ministry of National Education and Literacy (MENA) through a donor-pooled fund for the development of basic education. Since sustained support for MENA has proven crucial for the implementation and use of more effective management processes and tools, a technical assistance project – the PARITÉ project – was created to help reduce inequities in terms of access and academic success, particularly for girls; strengthen MENA's capacities when it comes to taking charge of and monitoring gender equality issues in basic education; and improve public finance management (financial administration, internal control and procurement) at the central and deconcentrated levels.

This initiative is closely linked to the feminist international assistance policy. It will promote girls' equitable access to education through several measures and actions that include: raising awareness for girls' access to education; setting up community centers for girls in school; adaptation of school equipment; teacher training in gender-sensitive approaches; prevention of school violence as well as prevention of teen-pregnancy and early marriage. The initiative will support all measures and activities that will be included in the PDSEB for the reduction of gender inequalities and will ensure joint monitoring with the MENA and other donors.

#### 1.2. National and Sector Context

Burkina Faso, with an estimated population of 20.2 million in 2018 as per the National Institute of Statistics and Demography (INSD), is one of the world's poorest countries, ranking 183 out of 189 countries according to the Human Development Index 2018 and an absolute monetary poverty threshold estimated at Can\$360 per person per year. Furthermore, given the security issues of the sub-region that are affecting the country and neighbouring countries, the OECD considers Burkina Faso to be a fragile state.

The Human Development Report 2016 also says that Burkina Faso ranks 146 out of 157 countries for gender equality (reproductive health, empowerment and economic activity). According to UNESCO and projections of Burkina Faso's INSD, the literacy rate for women over 15 years is 28, 7%, compared to 52% for men, the number of births among adolescent girls stands at 115 per 1,000 (15-19 years of age), in 2015 the employment rate (the ratio between the number of people employed and the working age population) is higher among men (84.1%) than among women (76.7%).

In order to ensure sustainable and inclusive economic growth, a National Plan for Economic and Social Development (PNDES) 2016-2020 was adopted in July 2016, and now constitutes the national reference for donor interventions. The proper implementation of this plan requires, in part, that Burkina Faso achieve the Sustainable Development Goals (SDG) defined in Agenda 2030, as endorsed by both Canada and Burkina Faso. The overall objective of the PNDES is as follows: "To structurally transform the Burkinabe economy to achieve strong, sustainable, resilient, inclusive growth, generating decent employment for all and eliciting improved social welfare." The plan is based on three (3) strategic pillars that consist of *(I) reforming the institutions and modernizing the administration; (II) developing human capital, promoting population health and accelerating demographic transition; and (III) stimulating sectors with growth potential for the economy and employment.* With respect to pillars I and II of the PNDES, Burkina Faso is focusing on the development of its human capital and the promotion of good governance in managing its public resources.

##### 1.2.1. Basic Education Strategic Development Program (PDSEB)

As a result of the strategic Axis II PNDES, the Burkinabe government established the strategic development of basic education (PDSEB) 2012-2021 which aims to ensure access for all children and youth to quality basic education. The Education and Training Sector Plan (PSEF) 2017-2030, endorsed in June 2017 by technical and financial partners in the sector, maintains the goals pursued by the PDSEB and introduces a global sector

approach that includes, more specifically, professional teaching and training and secondary education. The letter endorsing the PSEF 2017-2030 by technical and financial partners and civil society representatives identifies several points of vigilance that will guide the technical assistance of donors of the sector over the next few years. They include the operationalization of PSEF's terms of implementation, the need to support deconcentration, the importance of reducing gender and geographic disparities with regard to access and education quality, the need to improve quality, and the need to support the management of the educational system.

Together with other technical and financial partners, Canada has been supporting basic education in Burkina Faso since 2001, and much progress has been made with regard to access and retaining students in primary school. In fact, from 2001 to 2016, MENA's statistical yearbooks indicate the following: more than 9,500 new primary schools were opened, the number of students enrolled in the system increased from 940,000 to nearly 2.9 million, the gross enrolment rate in primary school jumped from 44% (36% girls / 49% boys) to 86.1% (86.4% girls / 85.9% boys), and the number of pupils who completed primary school increased from 27% (22% girls / 33% boys) to 58.2% (61.3% girls / 55.3% boys).

However, there are still many challenges in the sector. The number of school-aged children who are excluded from attending is estimated at 1.5 million and the geographical disparities in accessing education are still prevalent, especially for girls. The standard of teaching is low, with only 50% of all primary and post-primary pupils reaching the minimum performance levels of their stage of study. The main causes identified are inadequate educational infrastructures to meet population growth, which has fluctuated around 3% over the past ten years or so; inadequate professional skills of teachers as a result of poor training; weak financial management in the sector due to limited capacity regarding internal control procedures and procurement; and an overly centralized management of the education sector.

Today, the two main challenges of the education system are: (i) expanding post-primary (middle-school) education for all and (ii) reducing the excessive focus on general education, to the detriment of both technical and professional education. To improve post-primary, secondary and technical education, the government recruited and hastily trained nearly 3,800 teachers at the start of the 2016-2017 school years, in addition to the tenured teachers already in place.

With respect to the situation for girls, although parity at the primary level was attained in 2013, in 2016 the gap between girls and boys remained significant as related to the rate of transition to post-primary schools (62.8% girls / 66.3% boys according to the MENA's statistical yearbooks) and post-primary achievement (28.6% girls / 29.8% boys). In 2012, national authorities held consultations with both national and regional women's organizations, within the context of developing the National Strategy for the Acceleration of Girls' Education (SNAEF). This helped to identify the main factors limiting young girls' access to primary and post-primary education, including: household poverty, the cultural norms that favour sending boys to school and keeping girls at home for domestic work, the lack of post-primary schools in close proximity requiring long-distance travel (and thus resulting in increased risk of violence for young girls), as well as teaching practices and living conditions at school that are unfavourable for girls, such as the persistence of gender biases and the lack of latrines for girls' use.

The Burkinabe government's determination to maintain its investments in basic education and MENA's ability to achieve its objectives—as demonstrated by the progress made over the past fifteen years—have proven to be solid arguments in favour of maintaining Canada's commitment to basic education through to the end of the PDSEB in 2022.

### **1.2.2. Economic and Financial Sector Policy (POSEF)**

The Burkinabe government has been involved in the process of reforming public finance management for decades now. In 2011, the government adopted the Economic and Financial Sector Policy (POSEF) 2011-2020 in order to consolidate all the previous action plans (Action Plan to Strengthen Budget Management [PRGB] from 2002 to 2006 and Strategy to Strengthen Public Finances [SRFP] from 2007 to 2011).

The main goal of the POSEF is to promote a competitive and modern economy supported by dynamic and high-performing public finances.

Specifically, it means:

- a) Strengthening the institutional and organizational capacities of the finance ministry;
- b) Promoting modern and high-performing management of the economy;
- c) Improving the recovery and management of budget resources;
- d) Promoting effective and transparent management of public spending;
- e) Improving the effectiveness of public accounts and financial management systems;
- f) Strengthening the control of public finances and the fight against fraud, falsities and corruption;
- g) Improving the management of international economic and financial relations.

To achieve these specific goals, seven coherent programs broken down into sub-programs are planned:

- a) Piloting and supporting services provided by the Ministry of Finance;
- b) Macro-economic management and piloting of development;

- c) Mobilization and management of budget resources;
- d) Budgetary programming and expenditure management;
- e) Management of public accounts and safeguarding the State's financial and heritage interests;
- f) Controlling and auditing public finances and combating fraud, falsities and corruption;
- g) Management of international economic and financial relations.

All the planned public finance reforms support the application of the West African Economic and Monetary Union's (UEMOA) directives. From 2013 to 2016, Burkina Faso transposed the UEMOA's new harmonized public finance framework into the national legal framework. As a result, Act No. 008-2013/AN of 23 April 2013 on transparency in public finance management in Burkina Faso, and a system of financial laws under Act No. 073-2015/CNT were adopted. These Acts were accompanied by four implementing decrees pertaining to the following:

- i) General regulations of public accounting,
- ii) Conceptual framework of government accounting,
- iii) Government's financial transactions table, and
- iv) Material accountancy.

Implementation of these innovations related to the renewal of the legal framework for public finance management began in earnest only in 2017 with the national budget being presented using a program approach.

The Burkinabe government has also committed to a process of economic reforms designed to improve the public finances management systems, in accordance with the strategic axis (i) of PNDES. The reforms, initially more or less disparate, gradually incorporated into plans of sectoral reforms. Thus in June 2011, the government, building on the achievements and on the weaknesses of the Strategy to Strengthen Public Finances (SRFP), has adopted the Economic and Financial Sector Policy (POSEF) for the 2011-2020 periods. The overall objective of this policy is to promote a modern and competitive economy, supported by high-performing and dynamic public finances.

The POSEF is an operationalization instrument of the PNDES that aims to help improve budget implementation procedures through its program called "Budget programming and expenditure management" and, more specifically, through its sub-program called "Managing and controlling public procurement" related to the management and control of public procurement through which most public spending occurs. These reforms, which emanate from the Ministry of Finance, Economy and Development (MINEFID), affect all the other ministries, including MENA, and constitute a proper response in terms of mitigating the fiduciary risk related to managing donor support. As a result, the timing is right for Canada to collaborate with the other donors to strengthen national and public sector finance management systems and to ensure that the money being spent to implement these support programs will be properly managed.

### **1.2.3. Linking to Canada's Development Assistance Program in Burkina Faso**

The initiative aligns with the Feminist International Assistance Policy by contributing to the promotion of gender equality. Investments in gender equality and education will help to redress inequalities in a country where girls experience significant social and economic discrimination and face major challenges in accessing quality education. Canada's development assistance program in Burkina Faso is aligned with this new Feminist International Assistance Policy of Canada and its bilateral programming in Burkina Faso, which target two sectors:

- 1) Empowering women and girls and promoting gender equality by supporting the government of Burkina Faso in ensuring that girls and boys have access to quality education and training; and
- 2) Strengthening sustainable economic growth, with particular attention on supporting the development of the agri-food sector and improving water supply and sanitation. The initiative will contribute to the promotion of gender equality. In fact, investments in gender equality and education will help to correct inequalities in a country where young girls endure deep discrimination both socially and economically and face major challenges with regard to accessing quality education.

## **2. SUPPORTING THE PDSEB**

### **2.1. The PDSEB Support Project**

In April 2017, Canada approved a contribution to the basic education sector. This contribution consists of two projects: i) support in the amount of CAD\$50 million to the "PDSEB Support Project 2017-18/2021-22" channelled through a donor-pooled fund, and ii) a technical assistance project, the PARITÉ project, with a maximum value of CAD\$8.5 million over five years.

The PDSEB Support Project aims to help the Burkinabe government implement its Basic Education Strategic Development Program (PDSEB). The program seeks to ensure a better future for youth aged 6 to 16 years, especially girls, by promoting access to quality basic education and allowing the country to build up a more educated and skilled population, with people who are able to actively participate in the social and economic life of their country. More specifically, the targeted results include:

- i) Increased capacity to access primary and post-primary education;



- ii) Reduced geographic and gender inequalities, which hinder the achievement of universal primary enrolment and equality between girls and boys, especially at the post-primary level;
- iii) Supporting access to education for out-of-school youth, and those who have dropped out, which constitutes a clientele that has been overlooked in favour of pursuing universal primary education goals;
- iv) Improved learning, particularly through better initial and ongoing teachers training and pedagogical oversight;
- v) Increased participation of parents and the community in school management; and
- vi) Improved financial management, procurement and environmental management to ensure effective reforms.

Support for the PDSEB will take the form of a contribution to a donor-pooled fund, the Treasury's Special Allocation Account for the Fund to Support Basic Education Development" (CAST).

## **2.2. Basic Education Support Fund**

One of the main instruments for external funding of basic education is the Treasury's Special Allocation Account for "the Fund to Support Basic Education Development" (CAST). The CAST was created in 2005 with the goal of harmonizing support measures from development partners supporting the PDSEB by combining their funds. The CAST uses the Burkinabe government's financial and procurement systems. This fund is managed by the Ministry of Finance, Economy and Development (MINEFID) and the Ministry of National Education and Literacy (MENA) through a Treasury Special Allocation Account. One of the main characteristics of CAST concerns the payment of funds that do not replace public expenditures in the education sector. In other words, the funding provided by DPs must not result in less national expenditures, but instead must be added to government's budgeted education expenditures. Donor contributions are fungible between each other upon their arrival in a dedicated account opened for this purpose at the Central Bank of West African States (BCEAO).

Since its creation in 2005, CAST has received funding from various donors, including: the Agence française de développement, the World Bank, Belgium, Canada, Denmark, Luxembourg, the Netherlands, Sweden, Switzerland and UNICEF. Today, CAST is funded by the following five (5) donors: Canada, Luxembourg, Global Partnership for Education, Switzerland and UNICEF. Its operations are governed by a joint financing protocol that defines procedures for donors to replenish the fund in one or two annual disbursements. The use of CAST is audited regularly each year by an independent firm, and the volume of funds represented, on average, 10% of PDSEB funding between 2015 and 2017. Over the past five years, Canada's contribution has represented 28% of CAST funding, currently making it the leading contributor followed by the Global Partnership for Education.

Since its launch, CAST has allowed for the transfer of responsibility for all operations related to the planning, execution, management and reporting of activities in the basic education sector financed using shared resources from the donor-pooled fund, to national players, and specifically MENA and MINEFID. At the time of its launch, a management guide was developed to help national players appropriate the instrument and carry out expenditures. More than ten years later in 2017, a second joint financing protocol and procedures manual were endorsed by all CAST donors. The renewed CAST governance structure prioritises education sector management adjustments as:

- Deconcentration of the education system and the expanding role of regional, provincial and local education services in achieving educational goals;
- Decentralization with the creation of communes, and the transfer of skills and resources from the education sector to these communes;
- Reform of public finance management, in compliance with community directives from the West African Economic and Monetary Union (UEMOA);
- The need to apply the new procedures manual to the management of CAST.

## **3. THE SYSTEM FOR STEERING AND MONITORING IMPLEMENTATION OF THE PDSEB**

### **3.1. The Mechanism for Implementing the PDSEB**

Basic education is governed by a series of special provisions, decrees and implementation orders. The institutional framework to guide the PDSEB includes two steering and coordinating bodies (the national steering committee and the permanent secretariat), and four working groups (the basic education partnership framework, the joint mission to monitor implementation, the thematic groups and the relay thematic groups).

The steering committee (or the decision-making body of the project) is an advisory body and think-tank with the mission of ensuring overall supervision of the basic education policy and implementation of the ten-year plan. This committee, which is chaired by the prime minister, includes all of the appropriate ministers (finance, public service, decentralization and housing) that might be linked to the educational operation itself (human rights, promotion of women, etc.) and representatives from civil society (parent and student associations, NGOs, unions, school management committees, association of mother educators, association of municipalities, representatives from private schools), in addition to those responsible for basic education. Representatives from DPs participate as observers at statutory steering committee meetings (held annually in July) or during extraordinary sessions when needed.

The partnership framework is the only framework for dialogue between the government and the development partners in basic education. It is open to all partners active in the education sector, including civil society. The partnership framework's meetings are held bi-monthly and are designed to ensure proper circulation of information between its members, to identify and approve initiatives that are destined to improve program implementation, to make suggestions about financial implementation and to examine any other questions that are submitted.

Joint monitoring missions, which are annual reviews, help ensure regular monitoring of program delivery. They are comprised of representatives from development partners and government, as well as other stakeholders. A joint monitoring mission is held each year. The joint mission is organized in March or April and helps to assess implementation of the action plan of the previous year. The conclusions from this work are compiled into an aide-mémoire with the recommendations being subject to specific follow-up by the permanent secretariat and the responsible thematic groups.

The mission of thematic groups is to delve deeper into the main policy concerns and to inform discussions of the partnership framework. The groups are chaired by the relevant structure of MENA and the vice-chair of each group comes from a technical and financial partner. They meet monthly and regularly produce specific thematic reports. The five thematic groups are as follows:

- 1) "Access to basic education" thematic group;
- 2) "Quality of basic education" thematic group;
- 3) "Non-formal education" thematic group;
- 4) "Sector Management" thematic group;
- 5) "Financial management and resource allocation" thematic group (Canada is the vice-chair of this group).

Lastly, it should be noted that the mechanism for monitoring implementation of the PDSEB under the sectoral omnibus plan of the Education and Training Strategic Plan (PSEF) is consistent with the PNDES steering group, and includes:

- (i) The Sectoral Framework for Dialogue-Education and Training (CSD/EF) co-chaired by the ministers of education. The CSD/EF is composed of representatives from the ministries of national education and literacy; youth, training and professional evolution; higher education, scientific research and innovation; civil society, private education, territorial collectives and technical and financial partners. The CSD/EF oversees implementation of reference guides for planning in the education sector;
- (ii) The results framework and the logical framework are the main tools used to monitor implementation of the PSEF within the context of the PNDES. The monitoring reports (mid-term and final) provide an assessment of performance in the education sector and help examine the annual progress of key indicators from the PNDES performance matrix.

All of these monitoring and steering frameworks and thematic groups are functional.

### **3.2. Management of Public Finances at MENA**

In Burkina Faso, the budget year corresponds to the calendar year: it starts on January 1<sup>st</sup> and ends on December 31<sup>st</sup>. In 2017, in accordance with UEMOA's directives, the Burkinabe Parliament adopted Act No. 073-2015/CNT of 6 November 2015 on financial law (LOLF). The application of this act, effective budget year 2017, brought about a change in players and in their role in the national public financial management system; this has an impact on the management of CAST. Before the reform of the harmonized public finance framework in the member countries of the UEMOA, the expenditure operations of the State budget fell to funding administrators in the technical ministries, to authorizing officers, and to public accountants from the Ministry of Finance. The framework defines the roles and responsibilities as follows:

- i) The Minister of Finance is no longer the only authorizing officer for the national budget and special accounts. Each minister becomes the chief authorizing officer of the budget and special accounts that fall under their ministry. Ministers can delegate their powers to secondary authorizing officers working in the corporate or deconcentrated directorates;
- ii) The program manager is a new player in the program budget process. By adopting a results-based management (RBM) approach, each ministry must have seven programs at most, and each program should be broken down into actions and activities. The program manager is designated by the appropriate minister and appointed by the Council of Ministers to guide the program. The manager is responsible for developing the program's strategic objectives, under the authority of the minister, and is in charge of carrying out the program. At MENA, the PDSEB is broken down into four programs: Access, Quality, Non formal education and Steering/management, and program managers were named over the course of 2017;
- iii) The minister responsible for finance, in addition to being the chief authorizing officer of funding for their department, is also responsible for centralizing the budgetary operations of other authorizing officers, with a view to providing accountability for budget implementation. This minister is still, however, the only chief authorizing officer for revenue collections in the general State budget and the Treasury's special accounts;
- iv) The financial controller is one of three major players in the expenditure process, in collaboration with the authorizing officer and the public accountant. Located within the sectoral ministries, the controller falls

under MINEFID and ensures ex ante and ex post scrutiny of expenditures, provides advice to departments, and offers an opinion on the quality of authorizing officers' work and program performance;

- v) The public accountant, who is in charge of payments, reports to the general pay office (MINEFID). However, departmental accounting officers functioning under MINEFID should be identified in the near future. The functions of the authorizing agent and those of public accountant remain incompatible.

On the national level, the public procurement institutional framework is built around two bodies with distinct but complementary functions: the General Directorate for Control of Procurement and Financial Commitments (DG-CMEF), and the Public Procurement Regulatory Authority (ARCOP). At the sectoral level, management of public procurement is led by a Public Procurement Directorates (DMP) in each government institution or ministry.

The implementation of these new provisions in public finance management and procurement will require strengthened capacities among the players in MENA's chain of financial implementation, in order to ensure they have the skills needed to provide sound management of MENA's budget (including that of CAST).

Within MENA, DMP and the Directorate of Financial Administration (DAF) share implementation responsibility for procurement and budget management. Furthermore, the Directorate for Control of Procurement and Financial Commitments (a deconcentrated body of MINEFID) has oversight responsibilities within MENA premises.

### **3.2.1. MENA's Directorate of Public Procurement (DMP)**

The Directorate of Public Procurement has the mission of managing the ministry's public procurement process. As such, it is responsible for:

- (i) Developing the ministry's annual General Public Procurement Plan and producing periodic reports about its implementation;
- (ii) Developing the general procurement notice for any expenditures where the estimated cost is equal to or higher than the community publication threshold (defined by the UEMOA commission); and
- (iii) Ensuring the development of public procurement contract procedures and delegation of public services.

### **3.2.2. MENA's Directorate of Financial Administration (DAF)**

The Directorate of Financial Administration has a mission of managing the ministry's financial and material resources. As such, it is responsible for:

- (i) Developing and implementing departmental budgets;
- (ii) Managing movable and immovable property and keeping the department's stock accounts;
- (iii) Providing security for staff and property;
- (iv) Producing periodic reports on implementation of the department's budgets;
- (v) Monitoring project and program accounts;
- (vi) Organizing and implementing advisory and support actions for the transfer of skills and resources to the commune, in the budgetary, financial, accounting and economic areas;
- (vii) Ensuring management and monitoring of the department's deposit accounts.

### **3.2.3. MENA's Provincial and Regional Directorates**

MENA's regional and provincial directorates have a mandate to plan, control and coordinate the educational activities in their region or province. The regional and provincial directorates can therefore initiate financial transactions, including public contracts.

The regions and provinces each negotiate, at most, ten contracts annually (estimated budget of CAD\$66,300 in 2014) and of this amount, CAST pays for very low-value contracts (CAD\$450 to \$11,130 per transaction). These contracts mainly concern the purchase of maintenance and operations services.

### **3.2.4. Basic Education Districts (CEB)**

The CEBs are the administrative units closest to the classrooms. They are responsible for the inspection, organization and coordination of administrative and pedagogic affairs in the school that are under their control.

The local communes take care of the procurement process for school supplies for their CEBs, from launching the call for tenders right up to reception of the supplies.

### **3.2.5. DMP and Deconcentration**

Contrary to the Ministry of Finance's Directorate for Procurement Control and Financial Commitments (DCMEF), that has deconcentrated representation at the regional (DRCMEF) and provincial (DPCMEF) levels, MENA's DMP does not have a deconcentrated structure. Vendors at the decentralized and deconcentrated level work with either DRCMEF or DPCMEF during all stages of the procurement process.

### 3.3. Deconcentration and Decentralization in MENA

#### 3.3.1. Structural Organization

Currently, Burkina Faso is organized into a deconcentrated administration that involves central departments partitioned at the sub-national level, called deconcentrated structures (established in the regions, provinces and departments) and a decentralized administration that involves territorial collectivities (municipalities), which are decentralized entities led by elected representatives (regional council and communes). Headed by a governor appointed by the central government, regions were established in 2006 as the focal point of the central administration at the sub-national level, providing technical support to the municipalities or communes.

Burkina Faso now has 13 regions and 351 communes, of which 302 are rural communes and 49 are urban communes, including two urban communes with a special status (consult the table below). Since their creation in 2006, these communities have autonomy over management and revenue collection, with the elected representative (mayor) being designated as an authorizing agent with approval power over contracts.

Decentralisation			Deconcentration		
Territorial level	Number	Legislative Body	Administrative level	Number	Administrative Authority
Region	13	President of the Regional Council, and the Regional council	Region	13	Governor
Urban communes, including two communes with special status	49	Mayor and Municipal Council	Province	45	High Commissioner
Rural communes	302	Mayor and Municipal Council	Department	350	Prefect

At the government level, the new legal framework for public financial management officialised the deconcentration of the authorizing agent function by making each minister and each president of a constitutional institution the chief authorizing agent for budgetary expenditures in their department. The ministries (including MENA), in turn, have delegated this function of authorizing agent for budgetary expenditures (based on defined thresholds) to secondary authorizing agents who are responsible for local deconcentrated services in the regions.

PARITÉ hopes to strengthen MENA's capacities to ensure greater equity in budget allocations and a reasonable amount of control over fiduciary risk in managing funds, all within the context of a progressive deconcentration of MENA's services towards the country's regions and provinces.

#### 3.3.2. MENA's Deconcentrated Structures

MENA's deconcentrated structures are mandated to implement and coordinate the education policy. For basic education, this involves the regional and provincial levels and, especially, the 488 basic education districts (CEB) that bring MENA structures closest to the schools and communities. CEB mandates are focused on educational monitoring and mentoring (education-based advice, monitoring the professional development of teachers, specific supervision of young teachers following their initial training), and the administrative management of schools. The allocation of operational resources to the CEBs is therefore very important. Current funding levels, however, are insufficient, as indicated in a recent DGESS (2016) study on the day-to-day operations of the CEBs.

In Burkina Faso, the last level of budgetary deconcentration remains that of the province. This means that operational resources are not allocated directly down to the level of CEBs. On the other hand, while activity and resource programming is carried out using a bottom-up and comprehensive approach (the needs of CEBs are identified and integrated into those of the provincial directorate), this programming is not based on a sufficiently standardized technical and financial framework that is well-known by the services, because CEB are not privy to their resource envelopes or the priority criteria used for arbitration at the central government level.

Lastly, any arbitration between ministries following the allocation of budget envelopes and the inevitable resolution that follows lead naturally to the preservation of spending priorities, namely organization of exams and certain mentoring activities, such as clustering teachers for educational training. This fact is coupled with activity programming habits that favour central directorates to the detriment of operational activities as close as possible to teaching structures. On top of that, operational material resources on the provincial and CEB levels are outdated and there are insufficient resources to guarantee proper functioning and mobility.

The main consequence is that local mentoring activities cannot support the establishments as desired.

#### 3.3.3. Decentralized Structures

Decentralization in the education sector is part of a comprehensive policy, supported by the Decentralization Implementation Strategic Framework (CSMOD), which includes the following five (5) strategic action areas:

- i) Social and political ownership of decentralization;

- ii) Transfer of authorities and resources;
- iii) Capacity building at the local level;
- iv) Support for the development and implementation of local development plans; and
- v) Steering and coordination of the decentralization process.

MENA was one of the ministries in the sector that made the most progress towards implementing the policy. The decree signed in 2014 on the transfer of skills and resources to the regions and communes clearly describe the parameters. The regions are specifically responsible for the post-secondary education sector (construction, acquisition and management of institutions) and for participating in the deployment of staff from preschool through to high school. The communes are responsible for the construction, acquisition and management of preschool to high school institutions.

With regard to the transfer of resources:

- The property and non-property holdings are transferred to the commune based on their sub-sector expertise;
- Financial resources are distributed in the form of allocations and grants, the amounts of which are determined annually by a budget circular from MENA;
- The human resources needed to exercise the transferred powers are made available by the State.

Lastly, the decree states that transfer processes are assessed annually by the ministries concerned (sectoral, decentralization and financial).

The communes receive:

- Operating funds for the primary schools, which are used to pay incidental expenses, determined per classroom;
- Funding to purchase school supplies (a minimum of schoolbooks). This allocation is calculated on the basis of enrolment projections in primary school by commune;
- Funding for primary school renovation and construction of schools (expansion to keep pace with biennial recruitment and high enrolment rates in multigrade schools, upgrading thatched roof schools with improved infrastructure);
- Since 2016, transfers have also occurred for the construction of preschool and post-primary institutions and literacy centres (CPAF).

However, communes face a variety of problems managing decentralization. Different communes do not have equivalent capacities when it comes to assuming their responsibilities and managing the accompanying resources. Small communes, and especially the small rural communes, are often the least fortunate. A program to provide municipalities with adequate human resources (young graduates or professionals graduating from l'École nationale d'administration et de magistrature [ENAM]) was established in order to build up their capacities. The program, however, has yet to meet the needs of the more remote rural communes.

For the different transfer types, the fiduciary risk is also mentioned regularly by the various sector partners, in relation to the difficulty of keeping financial accounts and preparing the supporting documents to meet the requirements of public sector accounting.

The School Management Committees (SMC) bring together the various players and stakeholders involved in the school; they define and implement school projects and mobilize and manage school resources. Developed with support from the Management Committee Support Project (PACOGES), and financed mostly through Japanese cooperation, the SMC were implemented throughout the country in 2013 and are starting to organize themselves into “Commune-level Coordinators of SMC” and “Community-level Coordinators of SMC,” in order to offer a cooperative framework on educational issues at the commune level. With the exception of dues collected by the Parent and Student Associations and funding provided by specific donors, they do not receive any regular resources. Previously planned activities based on a direct grant mechanism (canteens and school operations grants) were not carried out because of the status of SMCs, as well as the weakness of their operational capacities.

The difficulties faced and the immense potential that deconcentrated and decentralized structures have to improve the functioning of the Burkinabe educational system justify (in keeping with previous sector strategies) the development of decentralization policies and support for deconcentration.

### **3.4. Previously Planned Capacity Building**

To strengthen its planning, follow-up and evaluation functions, MENA included the development of procedural manuals for administrative, financial and educational information management tasks into its 2018 programming. The central and deconcentrated structures need to be equipped to carry out their functions, in order to enhance the creation of working procedures that are organized and standardized between agents. The Institutional Development Directorate (DDI), which is part of the Secretary General (SG) and is currently being created at MENA, will monitor the achievement and dissemination of these manuals in collaboration with the other relevant directorates (DGESS, DAF). The DDI will also work together with the public sector modernization project (funded by the World Bank) that is being conducted with the Ministry of the Public Service and is looking at the size and staffing of services related to their mandate.

The enhancement of the Education Infrastructure Monitoring Service (SSIE) within the DGESS/MENA is one important component of MENA's new school construction strategy. At the central level, the SSIE has been mandated with designing and achieving standards and standard plans, with coordinating the various players and with strengthening the capacities of deconcentrated SSIE structures. The various levels of the SSIE will be equipped with staff and technical supports in order to fulfil their mandates, particularly supervising the quality control of school constructions, with the responsibility for on-site monitoring (on foot) of the worksites being given to private offices. The role of technicians responsible for monitoring school construction at the deconcentrated level will consist of overseeing the work of these offices by monitoring the specifications and monthly progress reports, and conducting unannounced site visits in order to carry out in situ monitoring of the worksites. The establishment of the SSIE, at the central and deconcentrated level, will be accompanied by the necessary logistical means to ensure the exercise of its functions.

Meetings are held periodically between MENA and the Ministry of Urban Development and Housing (MUH). The mobilization of field agents from MUH to support MENA with its task of monitoring and controlling building sites is being discussed. The objective being sought by these various activities is the same and involves establishing a true deconcentration, in the sense that deconcentrated structures evolve from being relays of the headquarters into empowered structures that are autonomous in the conduct of their missions. As a result, there is a need for solid accountability mechanisms. MENA will lead the work to define the specific scope of the responsibilities and autonomy of the deconcentrated structures when it comes to the steering, control and monitoring functions of headquarters.

Positioned near the schools, the CEBs were equipped, starting in 2017, with the operational resources needed to fulfill their mandate, with funding from the State budget and through the CAST. With the deconcentration of the public expenditure chain stopping at the provincial level, these resources would be financed from a dedicated budget line for the CEBs, within the Provincial Budgets Directorate. The innovation in the 2017 programming lies in the specific identification of these expenses and in their communication within the programming, and in the empowerment of the CEBs in accounting for the proper implementation of this spending, in accordance with the programmed activities.

The CAST has thus emerged as a reserve fund to facilitate the deconcentrated funding of the educational system. The major innovation in the 2017 programming for the allocation of CAST resources to the deconcentrated structures (CEB, DREPPNF and DPEPPNF) lies in the proportion of these allocations. The new management manual specifies the modalities for using funds earmarked for the CEBs, which are located within the budgets of their Provincial Directorates.

In the longer term, and within a framework that goes beyond MENA allocations, the issue of budgetary deconcentration beyond the provincial level remains the public expenditure chain is not adapted to the direct transfer of an operating budget to the CEBs. MENA often conducts discussions with MINEFID on this subject, and plans to continue with the dialogue, including discussing the allocation of resources directly to the CEBs.

### **3.5. Support for Technical and Financial Partners**

DPs support the Burkinabe government on all its projects aimed at improving good governance practices. They monitor implementation of reforms and ensure a policy dialogue with national authorities on good governance issues. DPs make budget support payments that are subject to conditionality related, in part, to reinforcing good governance. Most importantly, they finance capacity building projects for the benefit of the Burkinabe public administration, including MENA. As a result, the DAF, Luxemburg and Canada, together with the World Bank, are the main donors developing capacity building programs in support of the implementation of the PDSEB.

## **4. GENDER EQUALITY**

Burkina Faso subscribes to a number of international treaties and agreements related to gender equality, including the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW). The government adopted a National Gender Policy (PNG) in 2009 that aims to reduce all forms of gender inequality and inequity in the social, cultural, political and economic spheres. The country receives support to implement the PNG from Canada, Denmark, Sweden, the United Nations Population Fund (UNFPA), UNICEF, and Switzerland.

The Education Act adopted in 2007 proclaims that everyone has the right to education, without discrimination, and is based on the principles of fairness and equal opportunity.

The PDSEB pays equal attention to the question of equality between boys and girls. In 2012, a National Strategy for the Acceleration of Girls' Education (SNAEF) was adopted. This strategy identified the main socio-cultural, economic, pedagogic and school environment factors that have limited young girls' access to primary and post-primary education.

The gender equality issue for girls and boys is different at the primary than at the post-primary level. Indicators related to primary school access for girls have improved a great deal. For example, MENA's statistical yearbooks indicate that equity between boys and girls with regard to primary intake was reached in 2013 and, that parity in the gross enrolment ratio was reached in 2014. These results demonstrate both the relevance and efficiency of measures applied to promote girls education at the primary level. Efforts however, must be maintained to consolidate gains and raise the consistently low achievement rates.

Challenges related to equality between boys and girls at the post-primary level are significant when it comes to both access and retention. Access to post-primary school is highly inequitable: the transition rate from primary

to post-primary still presents an unfavourable average gap of 3.5 points against girls. These disparities are in decline, however, as the annual average enrolment rate for girls at the post-primary level is growing twice as fast as that of boys (15.1% for girls and 8.4% for boys).

The 2010 National Survey on Household Living Conditions indicated that 53.2% of children aged 6 to 11 years are not in school, and this applies equally to both girls and boys.

When the PSDEB expires in 2021, it should have significantly improved the access and quality indicators related to girls' education. A series of actions are planned in the PDSEB, including: awareness of girls' access to school, introduction of community centres for young girls in school, adaptation of school equipment, training for teachers about gender-responsive education, assuming school fees for girls, preventing violence at school, preventing pregnancy and early marriage, and implementing effective tools for monitoring girls' education.

MENA has a Directorate for the Promotion of Inclusive Education, Girls and Gender (DPEIFG). The DPEIFG ensures implementation of the SNAEF, which aims to implement an equitable education system for girls. Overall, MENA has a strong institutional capacity to take responsibility for gender equality issues. The practice of disaggregating and analyzing data by gender is relatively well established within the ministry's overall data management system and helps ensure adequate performance tracking in relation to gender equality. The Directorate responsible for the education of girls has, however, technical weaknesses and generally inadequate budgets. Its capacities should be strengthened so it would be better equipped to effectively carry out its mandate.

Canada will support all measures and activities incorporated in the PDSEB annual action plans to reduce inequalities and achieve parity between boys and girls, particularly at the post-primary school level. PDSEB is jointly monitored by Canada, MENA and the other DPs. The policy dialogue between Development Partners and Government ensures that there is follow-up and progress on implementing the PDSEB. This includes, for example, policy dialogue toward action on: social mobilization in favour of girls' education, development of community centres for young girls in school (residences for young girls living in areas far away from the school), adapting and updating of teaching material, rationalisation of school fees, preventing violence in school, and improving the academic performance of girls.

## 5. PARITÉ PROJECT

### 5.1. PARITÉ Project Objective

The PARITÉ project main objectives are to help achieve the PDSEB outcomes and reduce the fiduciary risks associated with the CAST funding mechanism. The PARITÉ project ultimate outcome is to provide a quality basic education for Burkinabe girls and boys. This outcome fits within the Burkina Faso government's vision for education, which aims to create responsible citizens equipped with the necessary skills to support the economic and social development of the country.

Specifically, the PARITÉ project aims to achieve the following:

- i) Adoption of more inclusive professional practices and improved learning;
- ii) Better, more inclusive and more effective management of basic education.

The implementation of PARITÉ should help reduce gender disparities related to access; improve learning outcomes, particularly for girls; MENA takes further action towards gender equity in basic education; and on the effectiveness and efficiency of the structures involved in the management of funds and public policy in targeted ministries. The strategy adopted by PARITÉ should strengthen national and deconcentrated procedures and systems, ownership of reforms and sustainability of achieved results. Close cooperation with MENA and other development partners is essential to achieving these goals.

### 5.2. Anticipated Results (Consult the Logic Model in Appendix A1)

**Result 1100: *The professional practices of MENA officials, supervisors and teachers promote inclusion and improved learning, especially for girls***

By 2021, the intended outcome aims to contribute to the integration of 1.5 million school-aged children, especially girls, who are currently not in school, while also helping to improve student mean scores (particularly those of girls) in French and mathematics, which are currently at about 50%.

To achieve this result, PARITÉ will provide MENA with technical assistance to focus on building capacity related to the following:

#### **(Result 1110) Reduce gender-related access disparities.**

- PARITÉ will help develop and support implementation of activities introduced by MENA and its partners in order to reduce gender inequalities associated with accessing basic education. The achievement of this result will involve, for example, the development of instruments and tools to prevent gender-based exclusion, early forced marriage and violence at school. It will also support the deconcentrated structures and communes in order to facilitate girls' access to primary and post-primary school. Regional or local approaches that meet the specific needs of the relevant areas could be implemented.

#### **(Result 1120) Support improved learning outcomes, especially for girls.**

- PARITÉ will help develop and support implementation of activities introduced by MENA and its partners to improve the quality of education. This result will be achieved, for example, through the use of

evaluations of learning outcomes to develop strategies, instruments and tools aimed at improving teaching methods. PARITÉ will focus support specifically on the academic performance of girls, with the training of teachers, and the support for deconcentrated structures in implementing appropriate measures aimed at promoting girls education.

**Result 1200: More effective and inclusive management of basic education**

The PARITÉ project will be called upon to support MENA in transforming its management. The expected results by 2021 aim to increase efficiency of oversight and management at all levels of the education system.

The achievement of this intermediate outcome will require sustained efforts to ensure:

- (i) The strengthening of MENA's services when it comes to taking charge of and monitoring gender equality issues in basic education;
- (ii) The improvement of internal and external controls related to MENA's public procurement and financial management services;
- (iii) The allocation of more efficient resources to allow the deconcentrated structures to respond in a proactive and equitable manner to the needs of the local population; and
- (iv) The improvement of the financial management relationships with the Ministry of Finance to ensure the provision of timely budgetary information about CAST.

To achieve this result, PARITÉ will integrate technical assistance into MENA to focus on building capacity related to the following:

- **(Result 1210) Increased capacities of MENA to take charge of and monitor gender equality issues in basic education.**

The expected result aims to improve gender-sensitive action at the central and deconcentrated level. For example, MENA could provide support to the directorate responsible for girls' education (DPEIFG), the directorate responsible for planning (DGESS) and the directorate responsible for financial administration (DAF), in order to improve their capacities in gender-responsive analysis, programming and budgeting; in developing monitoring and evaluation frameworks that are gender responsive; in providing advocacy and support to local women's organizations; and in ensuring the rise of women to leadership positions. There needs to be links established with the deconcentrated levels (regional and provincial) in order to strengthen the capacities for gender-sensitive monitoring and assessment and to implement the appropriate reforms.

- **(Result 1220) Sound and effective financial management and public procurement at the central level.**

This will be accomplished through technical assistance targeting both MENA and MINEFID, aimed at implementing financial management and procurement tools to improve monitoring and internal control; and managerial training at the central and deconcentrated levels. Recent donor technical support on reforms has led to a review of the Joint Financing Agreement (JFA) and the implementation of a new procedural manual in August 2017. These new tools are intended to improve the management framework of the CAST starting in the 2018 budget year. Despite these encouraging developments, the budgetary implementation of CAST continues to face challenges, with annual budgetary implementation rates (at year end) fluctuating between 50% and 57% over the three year period 2014 to 2016. The main causes for budget implementation delays are linked to the complexity of CAST procedures, execution constraints due to the annual nature of the budget, and a weak implementation capacity related to school construction. Without being exhaustive, the technical assistance and capacity building mandates could include the following aspects:

- (i) Technical assistance (TA) at the DMP for designing a strategic plan to build capacity that aligns with the new procurement code (2016), the new *Organic Act on Financial Law* (2015), the fundamental texts of the legislation, and the new contracting authority guide at the ARCOP;
- (ii) TA to build the capacity of players in the financial and procurement chain at the central level of MENA and MINEFID to use procedures outlined in the new CAST procedural manual (inspired by UEMOA directives). Specifically: the programming of gender-sensitive activities; the anticipated new procurement procedures and processes (based on the new procurement code adopted in December 2016); the procedures for releasing funds and their subsequent justification; and the multiyear implementation of expenditures, specifically the construction of schools, the delegation of spending authority, etc.;
- (iii) TA at MINEFID to design and implement in the regions the CAST business software program, computerized expenditure flow (CID). CAST has, up until now, remained a centralized financing tool in terms of IT application and budgetary classification. For it to be successfully implemented across the regions, provinces and nationally, it is necessary to build MINEFID's capacities to deconcentrate the management of CAST;
- (iv) TA at MINEFID and MENA for the implementation of a capacity-building program related to the use of the Public Procurement Integrated Information System, version 2 (SIMP2), for all MENA officials of the DAF, DMP and DCMEF;
- (v) TA at MENA for the development of a standard file for Delegated Project Manager (DPM) agreements. During development, the articles, conditions, evaluation criteria and financial penalty and sanction



provisions could be reviewed with an eye to improving relevance and increasing accountability of the DPM;

(vi) TA at MENA and MINEFID to convey budget data within prescribed timelines to the communes and decentralized directorates.

- **(Result 1230) Sound and effective financial management and public procurement at the decentralized level.**

As at the central level, TA will support more efficient expenditure management of CAST through greater involvement of MENA's decentralized services in the development of PDSEB annual work plans. In this way, the new CAST procedure manual, adopted in August 2017, provides for a greater transfer of funds to the decentralized structures, bringing expenditure management closer to the primary beneficiaries—the students. Without being exhaustive, the technical assistance and capacity building mandates could include the following aspects:

- (i) TA to strengthen the capacity of stakeholders in the financial management and public procurement at the decentralized level of MENA and MINEFID to use the procedures outlined in the new CAST procedural manual (inspired by UEMOA directives). Specifically: procurement procedures at the decentralized level and the anticipated new modalities, procedures for releasing funds and of their subsequent justification, delegation of funds to the decentralized level, decentralized management of imprest/special accounts, implementation and justification of funds channelled to the CEBs, etc.;
- (ii) TA to support the public finance management reform taking place in Burkina Faso and particularly the decentralization reforms targeting specific decentralized structures (Provincial and Regional directorates). Under the provisions of the new *Organic Act on Financial Law (LOLF)* from 2015, the Minister for MENA becomes the chief authorizing officer for the MENA budget, including CAST. This Minister will be able to effectively delegate this function to the decentralized Directorates that will implement equitably the decentralized part of MENA's budget. As a result, the players in the financial chain at the decentralized level will need to be trained to carry out new functions, including gender-sensitive budget execution;
- (iii) TA for the timely transfer of funds to the communes for the purchase of school supplies, the construction of classrooms, and the purchase of food for the school canteens. This will include support so that School Management Committees can participate in the procurement, distribution and management of education material and services for the benefit of all students.

### 5.3. The Approach to Implementing PARITÉ

#### 5.3.1. At the Central Level

The support at the central level will mainly consist in long-term technical assistance integrated in several of MENA's and MINEFID's key directorates. Three (3) Senior Advisors will be integrated at the central level of MENA and/or MINEFID. They are:

- 1) One (1) Senior Basic Education Advisor who will support MENA in the management of educational reforms targeting decentralization, decentralization and the improvement of learning achievements, especially for girls;
- 2) One (1) Senior PFM Advisor who will support MINEFID and MENA (DAF, ITS and DMP) in strengthening institutional frameworks related to policies and reforms concerning treasury management, and specifically, releasing MENA's CAST/FDSEB funds, transferring resources and controls to decentralized structures, and improving efficiency and transparency of public procurement at all levels in MENA;
- 3) One (1) Senior Gender Equality Advisor to support the DGESS, the DPEIFG and the DAF to the MENA to improve girls' access to basic education, including training and supporting agents involved in gender analysis, in gender-sensitive programming and budgeting, and in the application of a gender-sensitive monitoring and evaluation framework at the central and decentralized level.

These Senior Advisors will have a dual mandate. On the one hand, they will support the Project Director with project management and monitoring functions, as outlined in Part B – *Specific Mandate of the Consultant*, and on the other hand, they will offer TA to MENA/MINEFID within their respective fields of expertise.

#### 5.3.2. At the Decentralized Level

While any TA integrated at the central level will be done in close cooperation with the national structures, a priority for any expertise provided at the central level will be to strengthen the relationship with the basic education system's decentralized structures. This will involve MENA's Regional Directorates (DREPPNF) and the Provincial and Communal directorates (DPEPPNF, SMC and CEB) and the MINEFID (DGB, General Directorate of Decentralization, General Pay Office).

To do so, PARITÉ will place six (6) regional Technical Specialists (three of whom are in basic education and three in public finance) in at least three (3) MENA's regional directorates for preschool, primary and non-formal education (DREPPNF) (meaning two specialists per regional directorate of MENA), but with extended mandates to cover several regions from the one where each expert will be placed. The geographic positioning of the regional Technical Specialists has not yet been determined and will need to be validated by the Burkinabe

government. The three (3) following regions are tentatively expected to each receive two Technical Specialists (one in public finance and one in basic education): the Hauts-Bassins Region (Bobo Dioulasso) in the western part of the country, the Eastern Region (Fada N'gourma) and the North-Central Region (Kaya).

The PARITÉ project will provide TA and CB in diverse forms in order to strengthen beneficiaries' capacities, including training, coaching, advisory support, and support to improve or develop new tools, methodologies, mechanisms, mentoring and accompaniment. The types of support to be prioritized for each output will be defined during the implementation phase and the planning phases for developing the AWP. The project will maximize the use of TA or CB from Burkina Faso or the African sub-region and will make every effort to ensure that the skills and knowledge are transferred so as to strengthen the capacities of Burkinabe beneficiaries.

In addition to technical expertise, modest support for certain material/equipment will also be offered (computer and photocopying or scanning equipment, for example), as directly required in order to achieve the anticipated results through the TA activities being provided. In addition, a budgetary envelope with a financial threshold will be reserved to meet the ad hoc needs for TA or CB to help achieve the project's objectives. This will help the project remain flexible in the face of quickly changing of needs for TA or CB in the implementation of reforms. It is difficult to anticipate all the supports that will be needed.

PARITÉ will not be able to address all needs. For the project to be effective, it needs to concentrate on certain priorities—in agreement with Burkinabe authorities—in order to achieve the anticipated results. It also needs to take into account the results from DFATD projects (especially Support for the PDSEB) and those of other DPs, with regard to TA and CB in the areas targeted by the project, in order to benefit from lessons learned. It will also be important for PARITÉ to adopt an approach that favours interministerial cooperation, particularly the ministries not directly impacted by the technical assistance specified in PARITÉ but essential for improving girls' access to quality basic education across Burkina Faso. This might include proactive and strategic engagement with the Ministry of Territorial Administration and Decentralization (MATD), the Ministry for Women, National Solidarity and Family (MFSNF) or other relevant stakeholders.

Working with PFM beneficiaries in a participatory manner, the project will:

1. For the various management functions under consideration, identify the main sources of inefficiency in current working practices, and target those for which the project may have a short- to medium-term impact, taking into account the comparative advantages of Canadian cooperation and other ongoing interventions;
2. For the various management functions under consideration, intervene directly on the inefficient and ineffective elements of the current systems, at all levels of the accountability chain, inclusive of other government agencies that could influence the expected results of Canadian TA or CB delivered within the context of the project. This needs to be phased in carefully given the resource constraints and absorption capacity of stakeholders being targeted.
3. Implement TA and CB actions through a sequenced approach ensuring that a critical mass of public servants at both the central and deconcentrated levels take ownership of the knowledge and skills being transferred, in order to ensure sustainability of TA and CB activities and the adoption of new long-term management practices.

Working in a participatory manner with those who benefit from gender equality and basic education interventions, the project will:

1. Identify the deconcentrated structures within MENA, MINEFID or other Ministries for technical support related to the following: a systematic approach to implementing pedagogic reforms aimed at improving the quality and equity of learning outcomes, and improved gender-sensitive analysis to support gender-based budgeting and targeted programming. TA should focus on the structures for which it might have a short- and medium-term impact, taking into account the comparative advantages of Canadian cooperation and other ongoing interventions;
2. For the various gender-based analysis and programming functions, intervene at all levels of the accountability chain, including the national and local level, to influence and enhance anticipated results of the TA or CB delivered by the project to the targeted ministries. The implementation of interventions will take into account resource constraints and the absorption capacity of stakeholders targeted;
3. Implement TA and CB actions using a structuring approach and ensure that a critical mass of public servants at both the central and deconcentrated levels take ownership of the knowledge and skills being transferred, in order to boost the sustainability of gender equity results, especially those that might indicate measurable improvements in girls' learning outcomes.

## **6. PROJECT ORGANIZATION/GOVERNANCE**

### **6.1. Beneficiaries**

PARITÉ has a national scope and includes centralized and deconcentrated government structures. The ultimate beneficiaries are the Burkinabe women, men, youth and children who will benefit from improved well-being through more efficient management of public funds and better access to quality basic education services for everyone, nationwide. Specific attention should be paid to gender equality and to ensuring more empowerment of women and girls.

The beneficiaries are Burkinabe government agencies and the personnel in charge of education services, budgetary management, accounting, procurement, internal controls, human resource management, policy and

program frameworks, and the integration of gender equality issues within MENA and MINEFID. Other government agencies could also be the beneficiaries of ad hoc TA or CB activities as they play a key role in implementing PARITÉ activities, in implementing quality basic education for everyone, and in advancing decentralization policies and reforms, protecting the rights of women and girls, and managing public finances.

## **6.2. Roles and Responsibilities**

### **6.2.1. DFATD (Canada)**

Acting on behalf of Canada, DFATD must ensure that its commitments with regard to budget support materialize and give rise to development results that respect Canadian standards and procedures. DFATD's PARITÉ team in Ouagadougou and at headquarters in Ottawa will be supported by specialists and consultants hired by the Embassy to pursue its mandate in the field. DFATD's responsibilities at headquarters and/or in the field include the following:

- i. Ensure, under the guise of the Canadian Embassy in Ouagadougou, official communications with the Burkinabe government and the development partners (DPs);
- ii. Maintain a policy dialogue with Burkinabe authorities and DPs;
- iii. Approve the composition and *modus operandi* of the project's Technical Committee and Steering Committee, and act as committee co-chair with MINEFID and MENA;
- iv. Liaise with the Consultant for any questions about the project;
- v. Analyze and comment on the Implementation Plan (IP), the Annual Work Plans (AWP), the Financial Reports, the Annual Performance Reports or any deliverable related to the project submitted by the Consultant, and, as required, propose any changes before approving these documents within the Steering Committee;
- vi. Supervise the progress of PARITÉ with a view to achieving the anticipated results and, as required, make any necessary recommendations;
- vii. Facilitate the coordination of activities stemming from the implementation of administrative agreements that DFATD might sign with certain Canadian Federal Departments and Agencies to offer complementary sectoral expertise to the TA of this project;
- viii. Proceed, as required, with follow-up tasks, financial evaluations and/or verifications of the project;
- ix. Ensure dissemination of the project results.

### **6.2.2. Consultant**

The Consultant's mandate is described in Part B – *Specific Mandate of the Consultant*. The Consultant's role will be to facilitate the implementation of the project in an effective and efficient manner, according to results-based management principles (RBM) and aid effectiveness, in close cooperation with the two targeted ministries (the Ministry for National Education and Literacy (MENA), and the Ministry for Finance, the Economy, and Development (MINEFID)) and the other government agencies involved in PARITÉ. The Consultant's main responsibility will be to mobilize the expertise needed to deliver on the technical assistance mandates and obtain the anticipated results. The Consultant will ensure that CB activities are delivered so as to increase the management capacities of targeted departments.

The Consultant will adopt and promote a participatory and proactive approach to ensure that all stakeholders actively participate in achieving project results and to ensure project sustainability.

### **6.2.3. Ministry of Finance, Economy and Development (MINEFID) and Ministry National Education and Literacy (MENA)**

Since the project is part of a larger program for which MINEFID and MENA receive funding from the government of Canada in support of the PSEF/PDSEB, these two Ministries have a role to play in ensuring that project activities run smoothly and that Government engagement on the project is appropriately coordinated.

MINEFID's and MENA's responsibilities include the following:

- i. Co-chair the Project Steering Committee with DFATD;
- ii. Participate in the project's Technical Committee for any activities related to treasury management, particularly those related to implementation of new CAST procedures within MENA, as well as TA or CB activities related to PFM and project monitoring at the deconcentrated level;
- iii. Ensure close cooperation between their services and the Consultant to facilitate the implementation and monitoring of PARITÉ, according to MINEFID's and MENA's standards, objectives and priorities related to the implementation of PFM activities and the release of CAST funds that will be channelled towards MENA's central and deconcentrated structures;
- iv. In order to enhance synergies and coordination, share with the Consultant and DFATD relevant information about any other initiative supporting MENA that is targeted by TA or CB activities related to PFM, deconcentration and basic education for all;
- v. Participate in project planning (IPs, PMF and AWP);

- vi. Keep up to date on planned and completed TA or CB activities carried out within the project framework related to PFM, decentralization and the JFM, as well as the implementation of new CAST procedures;
- vii. Ensure that the specialists (TA) integrated into MENA or MINEFID by PARITÉ are properly equipped with offices at the central level of MINEFID and MENA and in the targeted regions for the specific mandate of each expert (approximately 3 years for each specialist provided);
- viii. Ensure the timely availability of the MINEFID human resources needed to implement project activities in accordance with the approved IP and AWP, and ensure government officials participating in the TA or CB activities are available to support these approved project activities;
- ix. As required, contribute to the TA being provided by the TA or CB activities related to PFM, deconcentration and gender equity.

#### **6.2.4. Other Beneficiary Government Agencies**

The other government agencies that might be beneficiaries of the project (e.g. Ministry of Health at the deconcentrated level), through their role in implementing project activities in the targeted ministries and sectors in order to achieve the Canadian budgetary support objectives, have a responsibility for maintaining a favourable environment for the successful implementation of the project and cooperating as agreed in the memorandum of understanding, the IP and the AWP. The responsibilities of each agency affected by this project include the following:

- i. Participate in the project's Technical Committee for the activities relating to it;
- ii. Participate in project planning (IPs, PMF and AWP) for the activities relating to it;
- iii. Ensure close cooperation between its relevant structures and the Consultant to facilitate successful implementation and monitoring of the project;
- iv. In order to promote synergies and coordination, share pertinent information with the Consultant and DFATD about any other initiatives implemented within the agency or the two ministries;
- v. Keep up to date about any TA or CB activities planned and carried out within the context of the project for its areas of involvement;
- vi. Ensure the timely availability of the human resources needed to implement project activities in accordance with the approved IP and AWP, and make available those agents participating in the TA or CB activities intended for them or required for their implementation;
- vii. Contribute to the TA or CB provided to the two targeted ministries, as required.

### **6.3. Decision-Making Structures of the Project**

#### **6.3.1. Technical Committee**

A Technical Committee, composed of representatives from the Regions, Provinces and the Directorates where the specialists have been placed, as well as the Project Director and the three (3) Senior Advisors (Consultant's Personnel) from PARITÉ, will meet at least twice annually at the regional level, with one of the meetings being held just prior to the Steering Committee meeting.

The Project Director will co-chair this Technical Committee with a representative from the MENA Regional Directorate (may be managed on a rotational basis between the various regions during project implementation). The Technical Committee will have two main tasks:

- i. To support project monitoring, including exchanging knowledge, cooperating in the collecting and analyzing of data, sharing best practices, and managing risk; and
- ii. To provide evidence-based reports and recommendations on project implementation to the Steering Committee.

#### **6.3.2. Steering Committee**

A Steering Committee will be established as the project's decision-making body. Co-chaired by DFATD, MINEFID and MENA, it will be in charge of approving strategic directions and all measures likely to promote the achievement of project objectives and outcomes. The Consultant will ensure the secretariat function for the Steering Committee. The targeted Ministries (MINEFID and MENA) and other agencies benefiting from the project will participate in the committee, in addition to the Project Director. The Steering Committee will meet at least once annually, in July in Ouagadougou, in order to recommend the approval of the annual performance report and the AWP. Meetings of the technical committee will also be held to prepare the Steering Committee Meetings, identifying all questions that require action by the Steering Committee. Responsibilities of the Steering Committee include:

- i. Recommend approval of the IP, AWP and annual performance reports;
- ii. Issuing strategic advice on the orientation and rollout of the project;
- iii. Determining what adjustments need to be made to the project, following recommendations of the Technical Committee;
- iv. Resolving, as required, any other issues under its authority.

## 6.4. Support Strategy

The Consultant will work closely with the various Ministries, concerned Government Agencies and the technical and financial development partners, using a supportive and participatory approach, in order to promote and maximize the transfer of knowledge and skills and to sustain project results. This approach will be used during the project's planning phase, when identifying and prioritizing the main needs for CB and when developing TA or CB initiatives that meet the needs of beneficiaries while still respecting the project's objectives and constraints.

The Consultant will give preference to local or regional Burkinabe expertise whenever possible, to maximize the cost-benefit ratio, to ensure a steady provision of support and to maximise sustainability of project results. The Consultant could also contribute to the implementation of strategies developed by other DPs.

The project will remain flexible and allow ample room for evolving needs related to TA and CB, recognising that it is impossible to anticipate all TA and CB needs in advance.

To ensure the success of TA and CB activities and the achievement of sustainable results in the relevant ministries, the Consultant will develop a TA or CB strategy that takes into account the different needs related to institutional, organizational, deconcentrated and individual capacity gaps. The Consultant will promote synergies and ensure coordination among the various government agencies involved in the implementation of key project activities in the targeted departments and other government agencies concerned in order to achieve the goals for Canadian budget support.

## 7. RISKS

Three key risks have been defined in relation to this initiative. They are related to:

- (i) The complexity of the proposal (medium-low risk);
- (ii) Organizational capacity (low risk);
- (iii) Financial risk (low risk).

They are outlined below:

### 7.1. Risk related to the complexity of the proposal – risk level: medium-low

There is a risk that the implementation of the initiative will be hampered by the ambitious nature of the anticipated results, the scope of the challenges in the PDSEB, and the need to bring change right down to the level of local entities and schools. The Consultant is not able to meet all the priority needs of TA or CB in the two targeted ministries. The needs for TA or CB within an organization are never fully satisfied and resources might be needed indefinitely in order to fulfil the needs that are part of capacity building.

DFATD and the PARITÉ team will work closely with MENA and other basic education donors within PARITÉ's joint monitoring and steering bodies in order to identify the strategies most likely to resolve the complex problems that might arise. In addition, the periodic exercise of developing and monitoring PARITÉ's annual budgeted plans, with the participation of the targeted ministries and Canada, is an opportunity to set priorities and ensure coordinated management of the implementation of PARITÉ.

### 7.2 Risks related to organizational capacity – risk level: low

There is a risk that PARITÉ's integrated TA is not properly equipped with office space and adequate work equipment at the central level and in the relevant regions, which would have an effect on the anticipated results.

DFATD will maintain a dialogue with MENA and MINEFID to seek their unwavering commitment to the implementation of the project and to ensure the equipment needed to ensure the success of PARITÉ is made available before the project launches.

### 7.3 Financial Risk – risk level: low

There is a risk that DFATD funds are not used for the intended purposes, that there is insufficient accountability, or that the goods and services obtained are not related to the funds transferred.

The project will establish accounting, planning and accountability mechanisms that conform to international standards, in order to ensure the good and sound allocation and management of project resources. In addition, an external audit on the use of PARITÉ funds will be conducted annually to verify the proper use of disbursed funds.

## 8. CONSTRAINTS

The list of constraints identified below is not exhaustive:

### 8.1. Budget Constraints

Since the budget is limited and the needs for TA and CB are far too great to be met entirely by this one project, the needs of beneficiary structures should be prioritized so as to maximize the achievement and sustainability of results.

The Consultant must try to favour economies of scale by taking inspiration from the methodologies/tools/systems of other TA and CB initiatives helping to improve the performance of PARITÉ's targeted structures. For example, the Consultant should continue to pursue, where applicable, the capacity

building plans and actions financed by the other DPs (including Canada), while applying the lessons learned and success factors.

The Consultant must include in their budget any resources needed for the TA or CB activities related to organizing workshops or training seminars, to purchase extra learning equipment, and to address ad hoc requests inclusive of activities that were not planned for in the AWP but are relevant and related to delivering on project objectives and outcomes.

## **9. CROSS-CUTTING THEMES**

### **9.1. Gender Equality and Empowerment of Girls and Women**

Canada's new Feminist International Assistance Policy (FIAP) recognizes that supporting gender equality and the empowerment of women and girls is the best way to build a more peaceful, more inclusive and more prosperous world. To do this, FIAP encourages targeted investments, innovation and advocacy efforts with the greatest potential to close gender gaps and improve everyone's chance for success. But it also works across other action areas that reflect the multi-dimensional nature of poverty, in support of the Sustainable Development Goals. Working in this way leads to better development results and benefits everyone, including men and boys.

Canada's feminist international assistance will help protect and promote the human rights of all vulnerable and marginalized groups, especially women and girls, and increase their participation in decision making. This will help women and girls achieve more equitable access to and control over the resources they need to secure ongoing economic and social equality (for more information, consult the following link).

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

### **9.2. Environment**

Burkina Faso is a country located in western Africa with a Sudano-Sahelian climate. The environment is a huge challenge. A vast majority of its population, whose primary economic activities are agriculture and livestock breeding, rely directly on the environment for their livelihood. Burkina Faso is, however, experiencing the rapid effects of climate change and land and resource degradation (both water and vegetation cover).

In recognition of these environmental challenges, the Burkinabe government has taken concrete steps to address the problems. The Environment Code of Burkina Faso, adopted in 2013, sets out the fundamental laws governing environmental management in the country. In particular, it aims to maintain the quality of the environment, facilitate its restoration and ensure the development of natural resources. The PNDES made environmental management and optimal resource use a cross-cutting priority for all the government's activities. Among the measures undertaken, environmental units were created across all ministries to take into account environmental concerns when designing and implementing policies and programs.

In 2011, MENA set up an environmental unit to monitor and consider environmental concerns when implementing the Basic Education Strategic Development Program (PDSEB) and to provide the ministry with advisory support on environmental issues. This unit is active, but does not yet have all the human and financial resources needed to effectively fulfil its mandate. In particular, it was involved in compiling a set of environmental provisions that are being integrated into the bidding documents and contracts for school construction. Canada and the other donors are working to strengthen the capacities of this unit.

Environmental education at primary school has positive mid-term effects for conservation of the environment. MENA has included environmental education in its new basic education curriculum.

Natural catastrophes with links to climate change (flooding, strong winds, etc.) are having increasingly significant impacts on populations and school infrastructures. The destruction of schools by extreme weather events may sometimes lead to injuries or loss of life. MENA developed a standards document for the construction of schools that takes into account the risks of environmental phenomena.

Within the context of earlier initiatives to support basic education development programs, Canada played a key role in promoting and incorporating environmental challenges in the sector. With Support for the PDSEB, Canada's advocacy will focus on allocating the financial and human resources needed to execute the mandate of MENA's environmental unit, as well as developing a policy for food and health in schools that includes environmental dimensions.

### **9.3. Security Situation in the Country**

After 18 months of instability, the political situation in Burkina Faso stabilized thanks to the organization of free and democratic presidential and legislative elections in November 2015, which were accepted by all stakeholders involved. The Burkinabe economy is currently being affected by the drop in world prices for its main export products (cotton and gold), which has in turn led to falling tax revenues. However, the medium-term outlook remains positive for the country. The government has taken steps to bring about economic recovery and is trying to properly answer public socio-economic concerns.

The threat of terrorism emanating from Al-Qaeda in the Islamic Maghreb (AQIM) has no base and no support among the people of Burkina Faso. In addition, the AQIM's targets are mostly foreign interests and armament sources near the borders. In recent years, no schools have been the target of terrorist attacks in the country. MENA did not introduce any specific measures to strengthen security in schools, but is relying on security measures undertaken by the government to strengthen the security system, especially in the Northern Sahel. In

addition, the Burkinabe government is receiving significant support from the international community (France and United States) to counter border incursions and curb the threat of attacks.

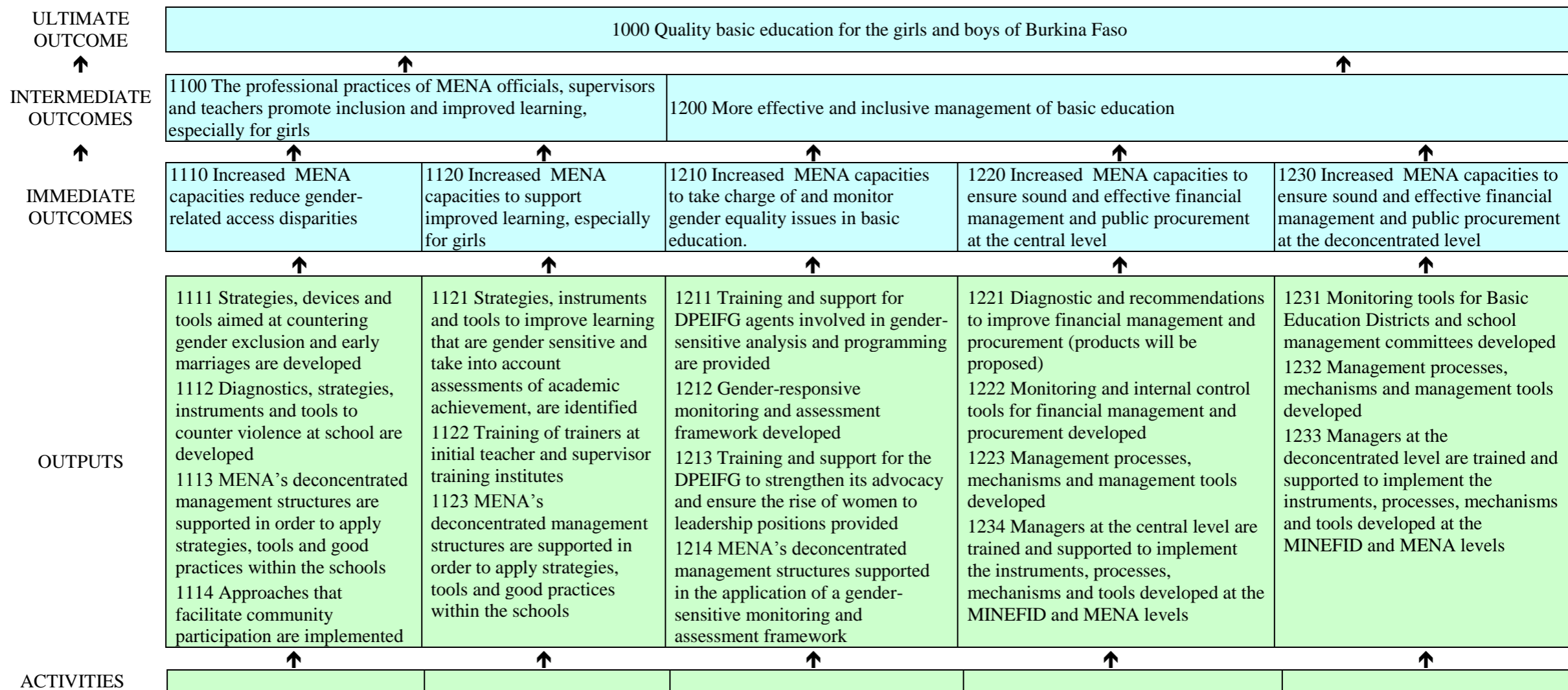
#### **9.4. Responsibility for Human Rights**

To abide by the principles of aid-effectiveness, the Feminist International Assistance Policy of Canada and Canadian values, the project should be compatible and comply with international human rights standards.

Burkina Faso experienced a period of political instability between 1987 and 2014; elections have been held regularly since 1991. In October 2014, in reaction to the absence of political change, there was widespread insurgency across the country that led to the downfall of the regime in power. This crisis was followed by the beginnings of a transition to democracy that led to the holding of free and transparent elections on November 29, 2015. The election was hailed as a success by the international community, including Canada. The government of Burkina Faso has committed to fighting corruption, promoting job creation and prioritizing the development of social sectors, including education.

**APPENDIX A1: Logical Model**

<b>Title</b>	PARITÉ	<b>Length</b>	2018-2022
<b>Country/ Region/ Institution</b>	BURKINA FASO	<b>Budget</b>	CAD\$8.5 million





## **Part B – Specific Mandate of the Consultant**

### **1. Title**

Equity Support through Institutional and Technical Reforms Project (PARITÉ) to Strengthen the Basic Education Strategic Development Program at the Ministry of National Education and Literacy (MENA) in Burkina Faso.

### **2. Objective**

The Consultant must implement and manage a technical assistance project aimed at fostering more inclusive professional practices, improving learning outcomes, and supporting more inclusive and effective management of basic education. The goal of this project is to improve the skills of MENA officials on the following: to reduce gender-related disparities in accessing education; to support improved learning outcomes; especially among girls; to take responsibility for and monitor gender equity issues in basic education; and to ensure sound and effective financial management and public procurement at the central and deconcentrated levels.

### **3. Description of Services**

The Consultant must obtain and deploy institutional, organizational and professional resources to provide the requisite technical assistance services as part of the project. The Consultant will employ one Project Director; administrative and support staff, including an Office Manager; and a Project Manager. The Project Director will not be integrated in a ministry, but will work in close cooperation with MENA and MINEFID, including at the deconcentrated structures. Technical assistance (TA), at both the central and deconcentrated levels will respond to the needs of the Burkina Faso government and will be aimed at improving basic education in the country. PARITÉ is an opportunity for MENA and MINEFID to experiment with structural reforms, deconcentration and decentralization policies, new pedagogic methods, internal communications methods, and monitoring and assessment frameworks.

Under the supervision of the Project Director, the Office Manager will ensure administrative and financial management of the Ouagadougou office. He will ensure the efficient management of all project resources in Ouagadougou (financial and material resources).

In addition to the team based in Burkina Faso, the Consultant will also employ a Project Manager based in Canada to provide the Project Director with logistical support required to mobilise local, Canadian or international expertise to deploy to Burkina Faso for specific tasks. The Project Manager will act as the Consultant's designated point of contact for all communications with DFATD staff at headquarters in Ottawa, in relation to fiduciary management and project performance.

#### **3.1. Project Management**

The Consultant will perform the duties of director, manager, and coordinator for PARITÉ. The Consultant must provide the necessary resources to carry out this project with a view to achieving the anticipated results described in the Logic Model (LM) and in the Project Description. The Consultant will also carry out the activities needed to ensure financial and operational administration of the project.

The Consultant will be responsible for the following:

- A. Setting up a project office in Ouagadougou and ensuring it is fully functional. The office is expected to house the Project Director and the local support staff; the three Senior Advisors will work directly in the Burkina Faso government offices at the central while the 6 Technical Specialists in education and in public financial management will work in three regional offices. The office must be equipped with adequate human resources, physical infrastructure (equipment, furniture, etc.) and administrative systems to ensure the daily administration of the project, communications, logistical support, etc.;
- B. Developing and implementing procedures to ensure efficient, timely and effective selection, hiring, management and performance review of the three (3) Senior Advisors, six (6) Technical Specialists, as well as Additional Technical Specialists retained (under specific mandates) to meet diverse short-, medium- and long-term needs in accordance with reporting requirements.
- C. Ensuring efficient management of all project resources administered from Ouagadougou (human, financial and material resources) with a view to achieving the anticipated results;
- D. Developing and maintaining operational and effective systems to ensure that administrative and financial planning and management for the project is done in an efficient and transparent manner;
- E. Providing ongoing project monitoring based on results-based management (RBM) tools, specifically the approved performance measurement framework (PMF), implementation plan (IP) and approved annual work plans (AWPs), based on RBM principles;
- F. Working in a participatory manner, and in conjunction with ministerial officials, defining the annual priorities in terms of technical assistance (TA) or capacity building (CB) for MENA and other beneficiary government agencies, with a view to achieving the anticipated results;
- G. Working in a participatory manner, defining the TA or CB tasks to be completed within the project context, based on CB priorities identified (see point E above), with a view to achieving the anticipated results;

- H. For specific TA tasks that have been defined by the field team in close cooperation with MENA and other government agencies benefitting from the project, identifying and recruiting specialists to fulfil ad hoc mandates;
- I. Formulating recommendations, including the necessary justifications, to DFATD about the relevance of approving or not the proposed TA or CB mandates;
- J. Once a specific mandate has been approved by DFATD, working closely with local partners to develop the terms of reference and related work plans in line with DFATD policies and priorities, to produce documents and technical reports relevant to the project;
- K. Following approval of the IP, recruit/engage the proposed three (3) Senior Advisors and six (6) Technical Specialists.
- L. As required, find, recruit and deploy additional qualified technical specialists and manage the contracts (Consultant's Personnel, Sub-consultants or Contractors) to provide TA or CB services in compliance with approved AWP's and defined TA or CB mandates, with a view to achieving anticipated results. It is expected that the Consultant will maximize the use of TA or CB in the capital or the African sub-region;
- M. Developing and maintaining a network of Canadian, regional, local and international specialists resources to implement the approved mandates;
- N. Holding information sessions intended for technical specialists and monitoring the mandate's outputs and results;
- O. Mentoring and monitoring of the Senior Advisors and Technical Specialists to ensure that the TA and CB work being carried out respects the professional standards needed to attain anticipated results;
- P. Ensuring that gender equality and the environment have been included as cross-cutting, or even central, themes in all aspects of the project;
- Q. Supporting MENA in developing procurement plans, annual work plans and any reports that are required within the context of the PDSEB;
- R. Assuming responsibility for any travel, accommodation, insurance, health care, equipment and communication needs of the team of specialists/technical advisors;
- S. Helping coordinate and harmonize with the other technical and financial development partners (DP) and with other relevant CB projects through ongoing dialogue and information exchange;
- T. Producing and submitting to DFATD for approval the reports required in the reporting requirements section;
- U. Working in close cooperation with DFATD and maintaining regular communication with the department about project implementation;
- V. Collaborating with DFATD specialists;
- W. Offering secretariat services to the project's Technical Committee and Steering Committee;
- X. Ensuring appropriate visibility for Canada's contribution during media events that address project results or deliverables.

### **3.2. Start-up Phase**

The start-up phase will take place during the 90 working days following contract signature and will begin with the development of a start-up plan (consult Section 8 – *Reporting Requirements*) and end with the production of an IP. Once the start-up plan has been approved, the Consultant must:

- a. Develop the project's Manual of administrative, financial and procurement procedures (consult Section 8 – *Reporting Requirements*);
- b. Establish links with MENA and identify other relevant government agencies and DPs for developing the IP;
- c. Validate and complete the needs analysis in a participatory manner with MENA and other government agencies involved in the project, in order to identify and prioritize the needs for CB within MENA. In addition to its focus on reducing gender-related disparities in access to education improving learning outcomes and ensuring sound and effective financial management and public procurement at the central and deconcentrated level, analyses will also account for cross-cutting themes, namely gender equality and the environment;
- d. In cooperation with MENA and the other government agencies involved, validate and complete the LM at the output and activity level, and proceed with (sex disaggregated) data collection;
- e. Develop a PMF and devise performance indicators in a participatory manner with project beneficiaries, for all the anticipated results defined in the logic model (LM). Since MENA and DFATD have already developed a PMF to measure progress on the PDSEB, the Consultant will use the same indicators, whenever possible, to measure the performance of PARITÉ. At the start of the project, the Consultant will validate and complete the outputs and define, in a participatory manner, the key activities to be undertaken to achieve the results. The PMF will be included in the IP and submitted for approval;

- f. Clarify the project design by producing an IP complete with an indicative five-year budget, as well as an initial budgeted AWP, which will cover the first year of the project. The initial IP and AWP will be submitted for final approval within six (6) months after contract signature. The final design of the IP must clearly indicate that outputs are realistic, and that it is possible to monitor progress with a view to achieving the anticipated results in an efficient and cost-effective manner;
- g. In collaboration with the MENA, develop terms of reference to assist the Project Director's recruitment of 3 Senior Advisors, based in Ouagadougou; and 6 Technical Specialists, based in Burkina Faso.
- h. Identify the Burkina Faso regions where the Technical Specialists will be located.
- i. Complete the risk analysis and validate and complete the identification of risk factors and mitigation strategies. Suggest changes to DFATD, as required;
- j. Develop, if required revise, the project management structure, as presented in the Consultant's technical proposal, specifying the hierarchical relationships and the role and responsibilities of project partners and staff, including the project's office structure in Ouagadougou.

### 3.3. Implementation Phase

The implementation phase will begin once the IP has been approved by the Steering Committee and will continue throughout the duration of the project. During the implementation phase, the Consultant will:

- a. Set up the project office in Ouagadougou and ensure it is fully functional (human, material and logistical resources), as stipulated in Section 3.5 and 3.6;
- b. Carry out the activities and sub-activities described in the IP that will be reviewed every year in the AWP;
- c. Recruit the 3 Senior Advisors based in Ouagadougou, and the 6 Technical Specialists regionally based in Burkina Faso.
- d. Oversee the implementation of approved specific and ad hoc mandates, following the signing of contracts with qualified specialists. Develop guidelines for each mission's work plan and ensure consistency of the work plan with approved mandates. Monitor the collection and analysis of results. The mandates will be implemented for a period of a few months. Exceptionally, this may be up to two (2) years. The Project Manager may be required to deploy these resources within two (2) weeks of receiving a request for technical assistance, although the average time to arrange deployments will more likely be between four (4) and six (6) weeks.

### 3.4. Results-based Management

The Consultant will implement the project and report on the achievement of results, based on the principles of results-based management (RBM).

The Consultant will account for the achievement of outputs, progress and immediate results in the performance reports.

The Consultant must present solutions whenever problems arise. The Consultant will notify DFATD of any problems that might compromise the project results, and propose solutions.

### 3.5. Procurement

The Consultant must purchase any goods, and services needed for the project, in compliance with the administrative, financial and procurement procedures manual approved in the IP and described in Section 8 – *Reporting Requirements*. Procurement activities must respect the following principles:

- a. Use a competitive process to acquire goods. This process takes the form of a call for proposals that favours access, competition and equity and provides a reasonable and representative number of suppliers with the chance to submit a proposal. The evaluation of submitted proposals is based on a combination of price, technical merit and quality;
- b. A clear and predetermined evaluation of selection methods aimed at ensuring the best quality-price ratio;
- c. Rapid and transparent notification of the results to both successful and unsuccessful bidders;
- d. In the case of a non-competitive purchasing process, provide justification (including proof of a fair price) that is documented on file and submitted for verification.

### 3.6. Provision of Professional Services

The Consultant must hire or negotiate the contracts for the Senior Advisors and Technical Specialists (local or regional) needed for the project, in compliance with the administrative, financial and procurement procedures manual approved in the IP and described in Section 8 – *Reporting Requirements*.

The activities related to providing professional services must respect the following principles:

- a. Provide a person for each essential position described in point 3.6.1 (a);
- b. Recruit, manage and support Senior Advisors and Technical Specialists who have the knowledge, qualifications and skills to carry out the goals of PARITÉ and fulfil the mandates approved by DFATD;

- c. Use qualified and available local resources as much as possible. When using regional, Canadian or international specialists, the Consultant will ensure that the skills and knowledge are being transferred, thereby building the capacities of local counterparts;
- d. Assess the performance of professional resources to ensure that professional standards are being respected;
- e. Support MENA to ensure that cross-cutting issues are being integrated effectively into the delivery and supervision of the project, and in the production of project reports;
- f. Support MENA to ensure that the content and delivery of the PDSEB incorporates both Burkinabe and international best practices.

### 3.6.1. Team Composition

The Consultant must provide a team composed of qualified individuals for the following positions:

#### a. Essential positions

- One (1) Project Director, based in the Ouagadougou project office, Burkina Faso;
- One (1) Project Manager, based in Canada;
- One (1) Office Manager, based in the Ouagadougou project office, Burkina Faso.

#### b. Senior Advisors

In the section of the IP entitled *Project Management and Governance*, the Consultant must include the curriculum vitae of the individuals proposed for DFATD's approval to the Senior Advisor positions based in Ouagadougou who will work within the Burkinabe ministries.

- One (1) basic education senior advisor, to be embedded into MENA;
- One (1) public financial management senior advisor (PFM) to be embedded into MENA and MINEFID;
- One (1) gender equality senior advisor to be embedded into MENA.

#### c. Technical Specialists

In the section of the IP entitled *Project Management and Governance*, the Consultant must include the curriculum vitae of the individuals proposed to local Technical Specialist positions (working regionally in Burkina Faso).

- Three (3) Technical Specialists in public financial management (PFM);
- Three (3) Technical Specialists in basic education.

## 3.7. Essential Positions Description

### 3.7.1. Project Director

The Project Director will be responsible for overall management of the project, management of the project team in Burkina Faso and administration of all project resources (human, financial and material) being managed from the field. The incumbent will be based in Ouagadougou. This is a full-time position. The Project Director's responsibilities include:

- A. Ensuring efficient management of all project resources, including the following:
  1. Supervising the installation and operation of the project office in Ouagadougou;
  2. Supervising the purchase of material, services, equipment, furniture, etc. and ensuring efficient day-to-day management to achieve desired project results;
  3. Selecting and hiring local support staff and administrative personnel;
  4. Selecting and hiring the three (3) Senior Advisors and six (6) Technical Specialists (long term) and, as needed, a variety of additional technical specialists;
  5. Supervising the development of an administrative, financial and procurement procedures manual for the project, in close cooperation with the Project Manager in Canada and the Office Manager (as defined in Section 8 – *Reporting Requirements*);
  6. Supervising the efficient management of all project resources managed from Ouagadougou (human, financial and material);
  7. Supervising the Consultant's human resources (as defined in Section 3.6, *Provision of Professional Services*) based in Ouagadougou, in the regions and on short-term missions in Burkina Faso;
  8. Controlling the efficient administrative and budgetary management of the project for all expenditures made in Burkina Faso, in close collaboration with the Project Manager in Canada and the Office Manager.
- B. Ensuring efficient project management with a view to achieving the anticipated results. This includes:

1. Ensuring the strategic management of PARITÉ;
  2. Ensuring ongoing communication and coordination with public servants responsible for the project within MENA and other relevant government agencies;
  3. Supervising the organization and coordination of basic data collection to develop the performance measurement framework (PMF), for the purpose of monitoring project activities against anticipated results in the LM, and measuring the achievement of results based on RBM principles;
  4. Managing, with support from Senior Advisors and Technical Specialists in the regions, and in close cooperation with the partners (MENA and other beneficiary and relevant organizations, and the other DPs), the process for identifying and prioritizing CB needs at MENA and in the regions, or in other relevant government agencies;
  5. Drafting the Implementation Plan (IP), which will include a PMF and an initial annual work plan (AWP), and having them approved by the MENA/DFATD Steering Committee;
  6. Supervising and ensuring the quality of the Senior Advisors' and Technical Specialists' work, including any work carried out in the delivery of TA or CB mandates;
  7. With support from the Senior Advisors, the Technical Specialists and the Project Manager at the Consultant's headquarters, recruit Canadian, international, regional or local specialists to carry out ad hoc TA or CB mandates;
  8. Ensuring proper management of the recruitment process for Senior Advisors and Technical Specialists in the Burkinabe region and the additional technical specialists responsible for carrying out TA or CB mandates at the central and regional level;
  9. Supervising the coordination and monitoring the implementation of the IP and AWP, with a view to achieving the anticipated results in the LM;
  10. With support from the Senior Advisors integrated at the central level in MENA or MINEFID, ensuring that all Technical Specialists in the regions transfer knowledge and skills to the beneficiaries in order to promote sustainable CB within the context of implementing the project and making the necessary adjustments as needed;
  11. Promoting information sharing, including lessons learned and best practices for TA or CB, between project specialists and with the other DPs, and ensuring the integration of lessons learned and best practices throughout the duration of the project;
  12. Anticipating the risks and issues related to the project and taking the necessary appropriate measures, in a timely manner;
  13. Overseeing the secretariat and participating in the project's Steering Committee (convene the participants, organize the meeting logistics, prepare minutes, etc.).
- C. Building an effective relationship with the DFATD program in Ouagadougou. This includes:
1. Meeting the DFATD Project Team Leader, based in the Canadian Embassy in Ouagadougou, as well as the advisors or external resources of Canadian cooperation, regularly or as needed, to keep them apprised of any activities, progress, results, challenges, etc., related to the project;
  2. Keeping DFATD informed of any issues that might require policy dialogue actions at the strategic level;
  3. Keeping DFATD informed of any activities by other stakeholders in relation to technical assistance or capacity building at MENA and other sectors benefitting from the project.
- D. Developing and managing effective working relationships with MENA and other government agencies involved in the project. This includes:
1. Acting as primary contact for the project's institutional focal point at MENA and with the other government agencies involved;
  2. In cooperation with the Senior Advisors, developing and maintaining effective, cordial and professional relationships with the officials identified as focal points within the various structures receiving TA at MENA and other relevant agencies;
  3. Fostering and facilitating, as required, dialogue, collaboration and coordination between Burkinabe organizations involved at various levels in TA or CB at MENA and other relevant organizations, with a view to achieving the project results;
  4. Developing and maintaining the interest of beneficiary Burkinabe authorities in achieving the project results;
  5. Participating in consultations, events, seminars, meetings, etc., that may help with or facilitate the achievement of project results;
  6. Establishing and maintaining communication and coordination with those responsible for other TA or CB initiatives, planning or operational initiatives at MENA or other organizations benefitting from the project;

7. Managing conflict with tact and diplomacy. Notifying DFATD of any conflict situation and taking any necessary actions in a timely manner to ensure these situations do not degenerate.

### 3.7.2. Project Manager

The Project Manager will be based in Canada. The Project Manager's responsibilities include:

- A. In close cooperation with the Project Director, developing a manual of human resources, administrative, financial and procurement procedures for the project;
- B. Support the Project Manager in the development of the Start-up Phase;
- C. Support the Project Director in the recruitment of technical specialists to fulfil short-term ad hoc mandates. These mandates will require specific TA tasks that will have been defined by the field team in close cooperation with MENA and other government agencies benefitting from the project;
- D. As required, provide the Project Director with the logistical support required to recruit and mobilise Senior Advisers and Technical Specialists, based in Ouagadougou or in the regions, and Canadian, international, local or regional technical specialists for short-term ad hoc mandates;
- E. Providing the Project Director with any assistance required to help fulfil the mandate, including the administrative and budgetary management of the project;
- F. Acting as the Consultant's designated point of contact for certain communications with DFATD staff at headquarters in Ottawa, in relation to monitoring fiduciary management and project performance.

### 3.7.3. Office Manager

The Office Manager, a person hired locally or from the region, will be based in Ouagadougou. The Office Manager's responsibilities include, but are not limited to, the following:

- A. Managing the installation and operation of the project office in Ouagadougou;
- B. Controlling the purchase of material, equipment, furniture and services in compliance with established procedures and guidelines;
- C. Ensuring effective administrative and budgetary project management for all expenditures made in Burkina Faso. Producing the financial reports required by DFATD and producing any invoices and applications for advances;
- D. Applying the directives of the administrative, financial and procurement procedures manual for the project, in close cooperation with the Project Manager in Canada (as defined in Section 8 – *Reporting Requirements*);
- E. Building and managing a bank of local, regional, Canadian and international specialists in the fields of expertise identified for the project's ad hoc TA activities, and based on the need for specific and specialized expertise, at the request of beneficiaries;
- F. For specific TA tasks that have been defined by the field team in close cooperation with MENA and other government agencies benefitting from the project, supporting the Project Director in recruiting and deploying specialists to fulfil ad hoc mandates;
- G. Supporting the Project Director in the administrative management of the 3 Senior Advisors who will be integrated into the government structures at the central level of MENA and/or MINEFID, the 6 Technical Specialists who will work in the Burkinabe regions; and the additional technical specialists;
- H. Supporting in the supervision of the Consultant's human resources (as defined in Section 3.6.1) based in Ouagadougou, in the regions and on short-term missions in Burkina Faso;
- I. Providing support in managing the secretariat and organizing the project's Technical Committee and Steering Committee meetings (convene participants, organize meeting logistics, prepare minutes, etc.).

### 3.8. Three (3) long-term Senior Advisors, based in Ouagadougou

The Consultant must select and submit the curriculum vitae of the 3 Senior Advisors being proposed for DFATD's approval within a period of 90 working days after contract signature, in accordance with general condition 2.4: *Contract Approvals*.

- 1) **One (1) Senior PFM Advisor:** Support to MINEFID and MENA (DAF, ITS and DMP) to strengthen the institutional frameworks related to policies and reforms concerning treasury management, and specifically in the releasing of MENA's CAST/FDSEB funds; the transfer of resources and controls to deconcentrated structures; and improving effectiveness and transparency of public procurement at all levels within MENA.

The minimal qualifications and experience for the incumbent in this position are as follows:

- Undergraduate degree from a recognised educational institution (meaning Bachelor's degree or equivalent) or relevant professional certification, in a field related to public finance management;
- Minimum of 10 years of professional experience in providing advisory services on public finance management.

- 2) **One (1) Senior Basic Education Advisor:** Support to MENA with regard to managing educational reforms based on deconcentration and improving academic achievement, particularly for girls.

The minimal qualifications and experience for the incumbent in this position are as follows:

- Undergraduate degree from a recognised educational institution (meaning Bachelor's degree or equivalent) or relevant professional certification, in a field related to education;
- Minimum of 10 years of professional experience in providing advisory services on the management of basic education in a decentralized and deconcentrated environment.

- 3) **One (1) Senior Gender Equality Advisor:** Support provided to the DGESS, the DPEIFG and the DAF so that MENA can improve girls' access to basic education, including training and supporting agents involved in sex-disaggregated data analysis, in gender-sensitive programming and budgeting, and in the application of a gender-sensitive monitoring and evaluation framework at the central and deconcentrated level.

The minimal qualifications and experience for the incumbent in this position are as follows:

- Undergraduate degree from a recognised educational institution (meaning Bachelor's degree or equivalent) or relevant professional certification, in a field related to gender;
- Minimum of 10 years of professional experience in providing advisory services on gender equity.

These Senior Advisors will have a dual mandate. On the one hand, they will have to support the Project Director with some of the project management and monitoring functions, and on the other, they will have to provide MENA/MINEFID with TA in their field of expertise.

The responsibilities of the three (3) Senior Advisors will include, without being limited to, the following:

- A. Under the Project Director's leadership and coordination, providing support with planning, managing and monitoring the project, including the preparation of reports, in their respective fields of expertise, namely education for one, public finance management for the second, and gender equality for the third, with a view to facilitating the achievement of desired project results. This includes:
1. Supporting the process of identifying and prioritizing the needs for CB (needs analysis), in a participatory manner, within MENA, MINEFID and other relevant organizations;
  2. Providing support to the Project Director in defining, in a participatory manner, the TA and CB mandates for MENA, MINEFID and other relevant organizations, at both the central and deconcentrated levels;
  3. Contributing to the development of AWP's and project performance reports;
  4. Managing, on an ongoing basis, the collection of data used to monitor progress in the field;
  5. Providing advice to the Project Director on the composition of the bank of local or regional specialists, which will be added to the bank of Canadian and international specialists, and could be used to fulfil ad hoc TA and CB mandates in the fields being targeted by the project, whenever it is more favourable to use local specialists;
  6. Coaching the regional Technical Specialists and additional technical specialists (Canadian, international, local, regional) recruited for ad hoc mandates that will be under their responsibility and ensuring the quality of their service delivery, thereby ensuring they are able to help achieve the anticipated results, in accordance with the AWP's, in a timely manner, and within budget;
  7. Supporting the Project Director in monitoring the overall project in order to favour a coherent and efficient intervention approach that facilitates the achievement of anticipated results and enhances synergies and economies of scale;
  8. Participating in the Technical Committee that will be set up by MENA once the Consultant's contract has been signed by DFATD.
- B. Delivering TA or CB activities in their respective fields of expertise. This includes:
1. Providing technical expertise and offering advice to beneficiaries;
  2. Providing training to beneficiaries;
  3. Proposing new practices/systems/work tools to beneficiaries.
- C. Participating in the establishment of an effective relationship with DFATD in Ouagadougou, and specifically with DFATD's technical authority based at the Canadian Embassy in Ouagadougou, and any other expertise attached to the embassy.
- D. Participating in the development and management of an effective working relationship with MENA, MINEFID and their deconcentrated structures, where applicable, as well as with the other government agencies involved in the project.

### 3.9. Three (3) Regional Technical Specialists in Public Financial Management

The Project Director must select the 3 regional Technical Specialists in PFM and include their curriculum vitae in the IP. These specialists will have the main responsibility of strengthening the public procurement

capacities of the deconcentrated system, particularly with regard to the development of gender-sensitive infrastructures and budgeting. These specialists will support the deconcentrated structures, such as the CEBs, in order to face the same challenges with regard to strengthening the ownership of decentralization reforms.

The TA mandates for the Technical Specialists in public finance will involve direct and sustained links at the national level, in close cooperation with the TA integrated at the central level (Senior Advisors). In this way, the TA at the national level and the deconcentrated TA would work closely within MENA's (and MINEFID's) existing structures in order to establish rationalized processes, tools, evidence-based policies and improved global coherence with regard to the development, monitoring and assessment of programs and activities that target girls.

The minimal qualifications and experience for the incumbents in these positions are:

- Undergraduate degree from a recognised educational institution (meaning Bachelor's degree or equivalent) or relevant professional certification, in a field related to public finance management;
- Minimum of 5 years of professional experience in providing advisory services on public finance management.
- Ideally has experience working with one or more of the governmental institution(s) deconcentrated or decentralized in Burkina Faso.

The responsibilities of these three (3) Technical Specialists will include, without being limited to, the following:

- A. Under the leadership and coordination of the Senior PFM Advisor integrated at the central level in MENA or MINEFID, supporting the project through planning, management and monitoring in their respective fields of expertise, namely public finance management. This includes but is not limited to:
  1. Participating in the process of identifying and prioritizing CB-related implementation (needs analysis), in a participatory manner, within MENA, MINEFID and other concerned organizations;
  2. Supporting the Senior PFM Advisor in defining, in a participatory manner, the regional TA or CB mandates;
  3. Participating in the development of AWP's and project performance reports for the regions;
  4. Ensuring the efficient and coordinated implementation of AWP's in the regions, in order to achieve the anticipated results based on RBM principles;
  5. Participating, on an ongoing basis, in the collection of data used to monitor progress in the regions;
  6. Participating, when appropriate, in the project's Steering Committee and in the Technical Committee that will be set up.
- B. Ensuring that TA or CB activities are carried out in the regions. This includes the following:
  1. Providing technical expertise and offering advice to beneficiaries;
  2. Providing training to beneficiaries;
  3. Proposing new practises/systems/work tools to beneficiaries, as approved by the Senior PFM Advisor.
- C. Participating in the establishment of an effective relationship with provincial and regional authorities;
- D. Participating in the development and management of an effective working relationship with MENA, MINEFID, deconcentrated sections, as well as with the other government agencies involved in the project.

### **3.10. Three (3) Regional Technical Specialists in Basic Education**

The Project Director must select the 3 regional Technical Specialists in Basic Education and include their curriculum vitae in the IP. The main responsibility of these specialists will be building the capacity of MENA's deconcentrated structures that are as follows: identifying, analyzing and responding to local educational and gender-related issues. These technical experts will work to accelerate the implementation of programs and actions aimed at facilitating girls' access to school and retaining girls in post-primary school, improving academic achievement, especially for girls, and establishing good practices within the schools. The TA might include a strategic focus on programs related to sexual and reproductive health and the elimination of domestic and school-based violence aimed at girls.

The mandates for deconcentrated technical expertise given to Technical Specialists in Basic Education will involve direct and sustained links at the national level, in close cooperation with the TA integrated at the central level (Senior Advisors). In this way, the TA at the national level and the deconcentrated TA would work closely within MENA's (and MINEFID's) existing structures in order to establish rationalized processes, tools, evidence-based policies and improved global coherence with regard to the development, monitoring and assessment of programs and activities that target girls.

The minimal qualifications and experience for the incumbents in these positions are:



- Undergraduate degree from a recognised educational institution (meaning Bachelor's degree or equivalent) or relevant professional certification, in a field related to education;
- Minimum of 5 years of professional experience in providing advisory services on the management of basic education in a decentralized and deconcentrated environment.

The responsibilities of the 3 Technical Specialists will include the following:

- A. Under the leadership and coordination of the Senior Advisors in Gender Equality or Basic Education integrated at the central level in MENA, supporting the project through planning, management and monitoring in their respective fields of expertise, namely gender equality and education. This includes:
  1. Participating in the process of identifying and prioritizing CB-related implementation (needs analysis), in a participatory manner, within MENA and other relevant organizations;
  2. Supporting the Senior Advisors to define, in a participatory manner, the TA or CB mandates in the regions;
  3. Participating in the development of AWP's and project performance reports for the regions;
  4. Ensuring the efficient and coordinated implementation of AWP's in the regions, in order to achieve the anticipated results based on RBM principles;
  5. Participating, on an ongoing basis, in the collection of data used to monitor progress in the regions;
  6. Participating, when appropriate, in the project's Steering Committee and in the Technical Committee that will be established.
- B. Ensuring that TA or CB activities are carried out in the regions. This includes the following:
  1. Providing technical expertise and offering advice to beneficiaries;
  2. Providing training to beneficiaries;
  3. Proposing new practices/systems/work tools to beneficiaries, as approved by the senior advisor for gender equality or basic education.
- C. Participating in the establishment of an effective relationship with provincial and regional authorities;
- D. Participating in the development and management of an effective working relationship with MENA, MINEFID, deconcentrated sections, as well as with the other government agencies involved in the project.

### **3.11. Additional Technical Specialists**

A dedicated budget has been set aside for additional technical specialists (Consultant's Employees, Sub-Consultants or Contractors) that may be required to meet the needs of the project. They will be identified by the Consultant and will be conducting specific and ad hoc mandates in various sectors of expertise, namely including: cross-cutting themes, monitoring and evaluation, training, participatory approaches and communications.

## **4. Language Requirements**

The working language for this project is French. All individuals associated with this project are required to have the following proficiency in French:

Oral communication or oral proficiency = 4 – Advanced Professional Proficiency

Reading = 4 – Advanced Professional Proficiency

Writing or written proficiency = 4 – Advanced Professional Proficiency

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

[http://www.international.gc.ca/ifait-iaeci/test\\_levels-niveaux.aspx?lang=eng](http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng)

## **5. Monitoring and decision-making structures of the project**

A Technical Committee (TC) will be created and will meet twice yearly at the regional level. A meeting will be held just prior to the Steering Committee meeting, in order to provide reports and ensure project follow-up. Co-chaired by the Project Director and a regional director(s) from MENA, this committee will also be composed of representatives from the regions and provinces, as well as the Senior Advisors and the Technical Specialists covering the relevant region.

The Steering Committee (SC) will meet at least once yearly, in July, in Ouagadougou. Co-chaired by the Canadian Embassy (Development Section), MINEFID and MENA, it will be in charge of approving strategic directions and all measures likely to promote the achievement of project goals and results. The Project Director, the MENA directors receiving the support and other project beneficiaries.

## **6. Consultant's role within the committees**

The Consultant must assume the function of secretariat for the team, the Steering Committee and Technical Committee, and participate in meetings of the two groups as an ex officio member. Furthermore, the Consultant must organize the meetings, prepare the documentation and distribute the information to committee members at

least five (5) working days before the meeting. The Consultant must also take notes and prepare meeting minutes.

#### **7. Environment**

The Consultant must notify DFATD if any project components are added that could have potential environmental effects. In this case, DFATD may take necessary action to ensure that the project is not likely to cause significant adverse environmental effects.

#### **8. Reporting Requirements**

The Consultant must submit the following reports to DFATD, in accordance with the standards established for content, presentation, working language, number of copies and timelines. Unless otherwise indicated, the Consultant will, whenever possible:

- a. Use double-sided printing for all documents, reports, and other items;
- b. Print reports and other documents on recycled paper.

#### **Template:**

The following document templates are provided by DFATD, at the request of the Consultant.

- Performance Measurement Framework (PMF)
- Project Implementation Plan (PIP)

**8.1. Narrative Reports:**

The narrative reports must be submitted electronically in French. The electronic copy must be submitted in Microsoft Word (version 2007 or later).

Title	Timeline	Description
<b>Start-Up Plan</b>	Within 15 days after contract signature	<p>The Start-Up Plan is the Consultant’s work plan needed to develop the IP and to make the Ouagadougou based project team fully functional. The start-up phase begins when the plan set up for this phase is approved by DFATD. At a minimum, the plan must include the following elements:</p> <ol style="list-style-type: none"> <li>a) Mandate and tasks related to the start-up mission;</li> <li>b) Methodology, including the level of effort for each participant;</li> <li>c) Activities, anticipated results and schedule;</li> <li>d) Detailed budget for the start-up phase.</li> </ol>
<b>Project Implementation Plan (IP)</b>	<p>- Preliminary version, within 90 working days after contract signature</p> <p>- Approved version, within 6 months after contract signature</p>	<p>The IP must include, without being limited to, the following elements:</p> <ol style="list-style-type: none"> <li>1) Context and methodology used to develop the IP.</li> <li>2) Project design: <ul style="list-style-type: none"> <li>• Context and rationale;</li> <li>• Validate and complete the outputs;</li> <li>• Scope and beneficiaries;</li> <li>• Cross-cutting themes (gender and environment),</li> <li>• Risk register, including the definition of the risks and mitigation strategies.</li> </ul> </li> <li>3) Project management and governance: <ul style="list-style-type: none"> <li>• Management approach and structure;</li> <li>• Stakeholder roles and responsibilities;</li> <li>• Committees set up for the project;</li> <li>• Develop the terms of reference for the recruitment of 3 Senior Advisers and 6 Technical Specialists;</li> <li>• Identify the 3 regions where the 6 Technical Specialists will be based;</li> <li>• Recruitment of Senior Advisers and submission to DFATD for approval;</li> <li>• Recruitment of Technical Advisors and submission to DFATD for approval.</li> </ul> </li> <li>4) Project implementation: <ul style="list-style-type: none"> <li>• Logic model (including more detailed outputs as required, activities/sub-activities)</li> <li>• Technical organizational chart of the project;</li> <li>• Schedule;</li> <li>• Global intervention strategies (including the strategies to deliver technical assistance, support and monitoring of beneficiaries, and strategies to ensure sustainability of interventions, etc.);</li> </ul> </li> </ol>

Title	Timeline	Description
		<ul style="list-style-type: none"> <li>• Operational management (including ad hoc requests, etc.);</li> <li>• Gender and environmental strategy;</li> <li>• Budget in accordance with the basis of payment (by budget item, at the very least);</li> <li>• Budget per immediate result (approximate).</li> <li>• Administrative, financial and procurement procedures manual (details below).</li> </ul> <p>5) Project monitoring and reports:</p> <ul style="list-style-type: none"> <li>• Performance Measurement Framework (PMF) (as specified below);</li> <li>• Performance reporting framework;</li> <li>• A section on the Communication Strategy to enhance the visibility of the project results and DFATD's contribution. The strategy must address the following elements: target groups in Canada and in the beneficiary country, an estimate of the target population and the communication methods that will be used. The <a href="#">Visibility and Recognition Activities Planning Form</a> must be included with the communication strategy. The strategy should also include a stakeholders communicating plan, a strategy section used to promote the project's achievements and to highlight Canada's contribution.</li> </ul> <p>6) Project Sustainability and Disengagement Strategy.</p> <p>7) Initial annual work plan (as specified below).</p>
<b>Project Administrative, Financial and Procurement Procedures Manual</b>	<b>(appended to the IP )</b>	<p>The Consultant will produce an administrative, financial and procurement procedures manual that should include, at the very least, the following elements:</p> <ol style="list-style-type: none"> <li>a) Description of the competitive process for recruitment and payment of professional services (personnel and local, regional, Canadian and international sub-consultants) engaged to carry out TA and CB mandates;</li> <li>b) Description of the competitive procurement process;</li> <li>c) Description of the procedures in relation to intellectual property issues for products of the project (including work tools produced by the Consultant's sub-contractors);</li> <li>d) Description of the procedures surrounding office security, cleaning, automobile maintenance and storage, driver duties and duties of other local office staff;</li> <li>e) Description of the financial management procedures, information technology systems and conflict of interest management.</li> </ol>
<b>Analysis of CB needs for MENA and/or MINEFID</b>	<b>(appended to the IP )</b>	<p>The Consultant will produce, in a participatory approach, an analysis of the capacity building needs for MENA and MINEFID, as needed. This analysis should also prioritize the identified needs. It will include, for example, the following sections:</p> <ol style="list-style-type: none"> <li>a) Description of the methodology used to conduct needs analyses and the partners involved;</li> <li>b) Needs at the central and deconcentrated level identified and prioritized (for technical assistance or capacity building with regard to education, on the one hand, and public finance management and gender equality within MENA and/or MINEFID, on the other).</li> <li>c) Recommendations on the activities to be carried out in response identified needs, in order to achieve the expected results.</li> </ol>

Title	Timeline	Description
<b>Performance Measurement Framework (PMF)</b>	<b>(appended to the IP )</b>	<p>The Consultant must develop a PMF in close cooperation with the four beneficiary ministries. For each component of logic model outputs chain (outputs, immediate outcomes, intermediate outcomes, ultimate outcome), the PMF must provide the following information:</p> <ul style="list-style-type: none"> <li>a) Indicators; to the extent possible, the same indicators as used as the PMF developed by the MENA and DFATD. Indicate deviations, if any;</li> <li>b) Baseline data disaggregated by sex;</li> <li>c) Targets disaggregated by sex;</li> <li>d) Data sources;</li> <li>e) Data collection method;</li> <li>f) Frequency;</li> <li>g) Responsibilities.</li> </ul>
<b>Initial Annual Work Plan (AWP)</b>	<b>(appended to the IP )</b>	<p>The Consultant will submit an initial AWP defining, for the first year and per semester, the expected results and planned activities against the related targets, as well as the baseline situation against which the project will operate. It will define the activities planned for each targeted beneficiary organization as well as the human, financial and material resources required to achieve them.</p> <p>At a minimum, the AWP must include the following elements:</p> <ul style="list-style-type: none"> <li>a) Methodology;</li> <li>b) Expected results;</li> <li>c) Objectives for the year, to achieve the expected results;</li> <li>d) Key activities and outputs (products and services) planned, based on progress and defined objectives to achieve the expected results;</li> <li>e) Schedule of activities planned by semester;</li> <li>f) Targeted beneficiaries;</li> <li>g) Proposed intervention strategies (nature and level of effort of the required expertise);</li> <li>h) Identification of and Risk Management Plan;</li> <li>i) Lessons learned taken into account during planning;</li> <li>j) Detailed annual budget.</li> </ul>

Title	Timeline	Description
<b>Annual Work Plan (AWP)</b>	Within 30 days following the end of the fiscal year, accompanied by the Annual Performance Report of the completed year and the Annual Financial Report	<p>The AWP is the result of analysis and an update of the previous year's AWP. It presents the achieved outputs and the progress and results obtained with regard to the objectives established in the previous AWP, taking into account the discrepancies noted in relation to activities and costs.</p> <p>The AWP defines the objectives for the following fiscal year as well as the activities to be implemented in order to achieve the expected results. The AWP must allow DFATD and other partners to understand the appropriateness of the proposed activities in relation to the baseline situation, progress achieved and results obtained. The AWP takes lessons learned during implementation and proposes, as appropriate, changes to the IP and project design.</p> <p>At a minimum, the AWP must include the following elements:</p> <ol style="list-style-type: none"> <li>a) Summary;</li> <li>b) Project objectives for the new year, with a view to achieving the expected results;</li> <li>c) Targeted beneficiaries;</li> <li>d) Proposed activities in relation to achieved progress and defined objectives, to achieve the expected results;</li> <li>e) Schedule of planned activities by semester;</li> <li>f) Proposed Intervention Strategies and Risk Management;</li> <li>g) Lessons learned taken into account during planning;</li> <li>h) Procurement Plan;</li> <li>i) Detailed annual budget.</li> </ol> <p>The annual work plan must also include an update of the Communication Strategy that will enhance visibility of the project results and DFATD's contribution, including the <a href="#">Visibility and Recognition Activities Planning Form</a>.</p>
<b>Year N Semi-Annual and Annual Narrative Reports</b>	Within 30 days following the end of June N (semi-annual) or the end of December N (annual)	<p>The narrative reports are the main instrument at DFATD's and Burkina Faso's disposal to monitor the project's progress, in relation to the results to be achieved and the use of resources provided for that purpose. The reports must provide qualitative and quantitative information on the project results in relation to the AWP and the PMF.</p> <p>At a minimum, the reports must include the following elements:</p> <ol style="list-style-type: none"> <li>a) Summary;</li> <li>b) Results achieved and/or progress towards the expected results and explanations of discrepancies, in light of performance indicators (PMF) and including indicators such as gender equality, sustainability, communications, etc.), disaggregating data by sex;</li> <li>c) Activities carried out or in progress in order to achieve the expected results;</li> <li>d) Schedule of activities carried out in relation to the schedule outlined in the AWP and explanation of any discrepancies, as applicable;</li> <li>e) Follow-up activities carried out;</li> <li>f) In the semi-annual reports, any major adjustment related to the AWP proposed for the second semester of the AWP, for consulting with DFATD and for approval from the Steering Committee;</li> <li>g) Presentation and analysis of intervention strategies used to deliver TA or CB;</li> </ol>

Title	Timeline	Description
		<ul style="list-style-type: none"> <li>h) Main problems encountered, solutions or recommendations proposed to make the necessary adjustments, as applicable, for approval from the Steering Committee;</li> <li>i) Any other positive or negative element of the project, in terms of collaborating or consulting with the partners;</li> <li>j) Lessons learned from the cumulative experience of implementing the project;</li> <li>k) Follow-up on assumptions or risk indicators;</li> <li>l) Reporting annually on the Communication Strategy, including submission of the <a href="#">Visibility and Recognition Activities Reporting Form</a>.</li> <li>m) Financial Reports analysis (appended to the Performance Report).</li> </ul>
<b>End-of-Project Report</b>	Within 30 days following the end of project activities	<p>The Consultant is responsible for producing an End-of-Project Report, which must present the cumulative performance and financial results.</p> <p>In this report, the Consultant is invited to review the experience in order to draw lessons learned and formulate recommendations that may be useful for future interventions in similar fields and contexts.</p> <p>At a minimum, the final narrative report must include the following elements:</p> <ul style="list-style-type: none"> <li>a) <u>Context and Objective</u>: This section includes a brief statement on the project, including the following elements: <ul style="list-style-type: none"> <li>(i) Context and rationale;</li> <li>(ii) Purpose and objectives;</li> </ul> </li> <li>b) <u>Summary Project Description</u>: This section includes a description of the project activities, including the following: <ul style="list-style-type: none"> <li>(i) Expected results;</li> <li>(ii) Summary of completed activities;</li> <li>(iii) Targeted beneficiaries;</li> <li>(iv) Stakeholders and key roles and responsibilities;</li> <li>(v) All additional technical specialists and a summary of their support;</li> <li>(vi) Project management strategy.</li> </ul> </li> <li>c) <u>Analytical Review of the Project</u>: This section addresses the following issues and includes observations and/or recommendations for potential similar projects: <ul style="list-style-type: none"> <li>(i) Detailed report of achieved results against expected results and the PMF, and analysis of discrepancies (problems encountered, success factors, lessons learned, etc.);</li> <li>(ii) Analysis of the intervention strategies used, particularly in the delivery of technical assistance (key problems, success factors, lessons learned, etc.) to improve the performance of the targeted structures;</li> <li>(iii) Analysis, comments and recommendations on the principal planned and realised activities;</li> <li>(iv) Analysis of the success of the sustainability strategy;</li> <li>(v) Analysis of the project implementation schedule and the results of the monitoring activities based on the PMF;</li> <li>(vi) Cross-cutting themes and priorities;</li> </ul> </li> </ul>

Title	Timeline	Description
		<ul style="list-style-type: none"> <li>• Overview of the implementation of the gender equality strategy, including lessons learned and an assessment of best practices and challenges encountered during the project and strategy implementation;</li> <li>• The environment;</li> </ul> <p>(vii) Analysis of actual disbursements compared with initial and revised budget forecasts, in accordance with the Final Financial Report;</p> <p>(viii) Lessons learned from the cumulative experience of the project implementation and the resulting recommendations;</p> <p>(ix) Policy considerations;</p> <p>(x) Public Relations issues;</p> <p>(xi) Report on the Communication Strategy, including submission of the <a href="#">Visibility and Recognition Activities Reporting Form</a>;</p> <p>(xii) Analysis of the Project Management Strategy (including administrative and financial aspects).</p>
<b>Technical Implementation Reports for ad hoc mandates of Advisors and Specialists</b>	Within 15 days after each ad hoc mission	Senior Advisors and technical specialists recruited by the Consultant to implement TA or CB mandates should document their interventions. They will have to produce a technical report describing the progress of their mission, the results obtained, difficulties encountered, issues to be monitored, lessons learned and/or recommendations formulated for a future mandate, all while specifying exactly what follow-up should occur with the planned deadlines.
<b>Agenda and minutes of meetings for the Project Steering Committee and the Technical Committee, the Project Management Team</b>	The draft version of agendas must be provided 2 weeks before the scheduled Committee meeting. The draft minutes must be provided within 3 days following the meeting, and the final version within 2 weeks following the meeting.	<p>The agendas will need to take into account consultations previously held with MENA.</p> <p>The Minutes must include the following:</p> <ol style="list-style-type: none"> <li>a) Individuals present;</li> <li>b) Agenda;</li> <li>c) Review of the prior meeting's minutes</li> <li>d) Summary of discussions and any decisions taken;</li> <li>e) List of actions to be carried out and individuals who are responsible for them.</li> </ol>



**8.2. Financial Reports:**

The Financial Reports must be submitted to DFATD electronically in French.

Title	Timeline	Description
<b>Quarterly and Annual Financial Reports</b>	Within 30 days following the end of the reporting period	<p>Financial reports, which align with Canada’s fiscal year, report the detailed project expenditures against the budget approved in the IP and AWP. Expenses must be presented by budget line item, as specified in the Consultant’s contract, and by expected results.</p> <p><b>Quarterly Financial Reports:</b> Quarterly financial reports must include the following information:</p> <ul style="list-style-type: none"> <li>a) Overall project budget approved in the IP;</li> <li>b) Annual budget approved in the AWP;</li> <li>c) Expenditures already incurred by quarter for the current year;</li> <li>d) Expenditures incurred during the reporting period;</li> <li>e) Cumulated expenses from the start of the project, up to the date of the report (amount and percentage);</li> <li>f) Budget balance;</li> <li>g) Forecast of expenses necessary for the coming quarters of the current year;</li> <li>h) Analysis of any significant discrepancies;</li> <li>i) Interest accrued on advances paid, where applicable.</li> </ul> <p><b>Annual Financial Reports:</b> In addition to the elements included in the Quarterly Financial Reports, the Annual Financial Reports must include:</p> <ul style="list-style-type: none"> <li>a) An analysis of variances between planned expenditures in the AWP and actual expenditures during the year.</li> </ul>
<b>Final Financial Report</b>	Within 30 days following the end of project activities	<p>The Final Financial Report provides an account of actual disbursements broken down by budget line item in relation to the Basis of Payment in the contract. The report must include the following information:</p> <ul style="list-style-type: none"> <li>a) Overall project budget approved in the IP;</li> <li>b) Annual budget approved for each implementation year of the project, and actual expenditures per year;</li> <li>c) Variances between overall expenditures per budget line item (amount and percentage), the initial budget in the IP and the variance analysis;</li> <li>d) Total amount of interest accrued on advances paid and, where applicable, explanations on the use of funds;</li> <li>e) Relevant lessons learned regarding financial and procurement management.</li> </ul>

## Section 5. Evaluation Criteria

### *Guidance to Bidders*

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

### **For the purpose of this Request for Proposal (RFP), the following definitions apply:**

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

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

“**Developing Countries**” are those eligible to receive official development assistance as determined and published on the Organization for Economic Co-operation and Development (OECD) list found at: <http://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/daclist.htm>.

“**Stakeholders Types**” means the national or sub-national government, the various departments, regional governments, local communities, other governmental institutions, private-sector organizations, civil society, non-governmental organizations and donors.

“**Technical Assistance**” means the targeted technical assistance intended to support the institutional reforms needed to improve the social development, health and sustainable economic growth of a country. In this project, the terms technical assistance and capacity building are seen as being complementary.

“**Capacity Building**” means the assistance that consists of making training, funding, know-how, material and technical and legal assistance available to other countries so they can acquire the knowledge and know-how they need to meet their development goals. In this project, the terms technical assistance and capacity building are seen as being complementary.

“**Western Africa**” is based on the definition provided by the Economic Community of West African States (ECOWAS), and includes 15 member States: Benin; Burkina Faso; Cabo Verde; Ivory Coast; Gambia; Ghana; Guinea; Guinea-Bissau; Liberia; Mali; Niger; Nigeria; Senegal; Sierra Leone and Togo.

RATED EVALUATION CRITERIA	SCORE	
<b>BIDDER'S EXPERIENCE</b>		
<i>Bidder Instructions:</i>		
<p><b>For the Bidder's Experience section, the following considerations and definitions apply:</b></p> <p>To be considered eligible, each project should:</p> <ul style="list-style-type: none"> <li>• Have been launched, at maximum, fifteen (15) years prior to the closing date of the RFP;</li> <li>• Be at least fifty percent (50%) complete, in terms of incurred project costs, on the closing date of the RFP.</li> </ul> <p>If the project presented is deemed ineligible the Bidder will be awarded zero (0) points for that project.</p> <p>“<b>Project</b>” is defined as a contract signed individually or as a member of a consortium or a contribution agreement where the Bidder has provided project management or implementation services. Where the projects described have been executed by a consortium or a joint venture, the Bidder should clearly identify which member of that consortium or joint venture was responsible for the management and implementation of the project cited.</p>		
<p><b>Requirement 1: Experience in managing or implementing international development projects (maximum 94 points) Page limit: three (3) pages maximum per project.</b></p> <p>Using form <b>TECH-4 “Bidder’s Experience,”</b> the Bidder should provide two (2) examples of projects demonstrating the breadth of his experience in managing or implementing international development projects of similar scope and complexity, in a developing country.</p> <p>Project examples will only be considered eligible and will be evaluated if they:</p> <ul style="list-style-type: none"> <li>• Deal with international development;</li> <li>• Are/were carried out in developing country(ies);</li> <li>• The Bidder is/was responsible for the management or implementation of the project.</li> </ul>	Project A	Project B

RATED EVALUATION CRITERIA	SCORE	
<p>For the purposes of this criterion:</p> <p><b>1.1. Projects of a “similar scope” means (maximum 27 points per project):</b></p> <p>a) The project consists in working with the country’s governmental authorities at 3 different levels: central, regional or local (up to 7 points per project):</p> <ul style="list-style-type: none"> <li>• 3 different levels of government: 7 points</li> <li>• 2 different levels of government: 5 points</li> <li>• 1 level of government: 2 points</li> <li>• No experience working at the governmental level: 0 points</li> </ul> <p>b) the project includes the following focus fields (5 points per field demonstrated below, up to 20 points per project):</p> <ul style="list-style-type: none"> <li>• management of the improvement of the basic education system;</li> <li>• girls’ learning;</li> <li>• professional development or training of teachers;</li> <li>• public financial management;</li> <li>• public procurement;</li> <li>• capacity building of government institutions.</li> </ul> <p><b>1.2. Projects of a “similar complexity” means (up to 5 points per element) (maximum 20 points per project):</b></p> <p>a) Value in Canadian dollars of the project:</p> <ul style="list-style-type: none"> <li>• \$8M or more: 5 points</li> <li>• From \$6M to less than \$8M: 4 points</li> <li>• From \$5M to less than \$6M: 3 points</li> <li>• From \$4M to less than \$5M: 2 points</li> <li>• Less than \$4M: 0 points</li> </ul> <p>b) The length of the project:</p> <ul style="list-style-type: none"> <li>• 5 years or more: 5 points</li> <li>• From 3 years to less than 5 years: 3 points</li> <li>• Less than 3 years: 0 points</li> </ul> <p>c) The different categories of stakeholders, excluding local governments, namely: the private sector organisations, civil society, non-governmental organisations and donors:</p> <ul style="list-style-type: none"> <li>• 4 or more types of stakeholders: 5 points</li> <li>• 3 types of stakeholders: 4 points</li> <li>• 2 types of stakeholders: 3 points</li> <li>• Less than 2 types of stakeholders: 0 points</li> </ul> <p>d) A project carried out in a developing country:</p> <ul style="list-style-type: none"> <li>• In Burkina Faso: 5 points</li> <li>• A country in Western Africa (excluding Burkina Faso): 3 points</li> </ul>	<p>/7</p> <p>/20</p> <p>/5</p> <p>/5</p> <p>/5</p> <p>/5</p>	<p>/7</p> <p>/20</p> <p>/5</p> <p>/5</p> <p>/5</p> <p>/5</p>
<p><b>Requirement 2: Experience in implementing technical assistance or capacity building activities (maximum 65 points) Page limit: maximum three (3) pages.</b></p> <p>Using form <b>TECH-4 “Bidder’s Experience”</b>, the Bidder should describe one (1) project example demonstrating experience in implementing technical assistance or capacity-building activities.</p> <p>The project will be considered eligible and will be evaluated if it:</p> <ul style="list-style-type: none"> <li>• Includes the implementation of technical assistance or capacity building activities;</li> <li>• Deals with international development;</li> <li>• Was carried out in a developing country or countries;</li> </ul> <p>Only 1 of the 2 sample projects submitted to meet requirement # 1 is acceptable.</p> <p>Points will be allocated as follows:</p>		

RATED EVALUATION CRITERIA	SCORE
<p><b>2.1</b> The demonstrated experience includes the following elements. (up to 10 points per element, maximum 30 points)</p> <p>a) The use of a methodology to identify technical assistance or capacity building needs;</p> <p>b) The use of a participatory approach with consultation activities involving relevant ministry(ies) or institution(s);</p> <p>c) Integration with the relevant ministries' or institutions' training approaches and taking into account the best practices recommended by the country's government;</p> <p><b>2.2</b> The demonstrated experience includes the use of different types of technical assistance or capacity-building interventions or activities, for example: advisory support, training, coaching, developing or improving work tools, mechanisms or systems, mentoring, buddy system, etc. (5 points per type of intervention or activity described, maximum 25 points)</p> <p><b>2.3</b> The demonstrated experience includes the integration of cross-cutting themes in the project: namely gender equality, empowerment of women and girls, the environment, security and conflicts, and human rights.</p> <p>Points will be allocated based on the description of two (2) cross-cutting themes, including the integrative mechanisms used for the project. (up to 5 points per cross-cutting theme, maximum 10 points)</p>	<p>/30</p> <p>/25</p> <p>/10</p>
<b>Subtotal – Bidder's experience</b>	/159
<b>PROPOSED METHODOLOGY</b>	
<p><b>Requirement 3: Implementation strategy, Management Plan, Resource Management and Cross-cutting Themes Strategy in Canada and Burkina Faso (maximum 179 points) Page limit: maximum seven (7) pages.</b></p> <p><b>3.1 Technical Assistance and Capacity Building Implementation Approach.</b></p> <p>The Bidder should describe his approach to deliver technical assistance and capacity building to meet the needs of MENA (maximum of 44 points).</p> <p>A. The approach should include a description of activities used to identify the needs of MENA (2 points per relevant activity, maximum 3 activities) and the types of technical assistance or capacity building activities to address the needs of MENA (2 points per relevant type of activity, maximum 3 activities) (maximum of 12 points)</p> <p>B. The approach should describe how the following factors will be taken into consideration for the implementation of the project (3 points per factor, maximum 12 points):</p> <ul style="list-style-type: none"> <li>• Political context in Burkina Faso;</li> <li>• Economic situation of Burkina Faso;</li> <li>• The implications of the machinery of the Government of Burkina Faso;</li> <li>• The cultural context of Burkina Faso</li> </ul> <p>C. The approach should ensure project achievements sustainability by the beneficiaries and should include a description of: (maximum 10 points)</p> <p>a) Measures proposed to assess the acquisition of or the change in capacities (2 points per relevant measure, maximum 4 points);</p> <p>b) Measures proposed to ensure capacity building sustainability (2 points per relevant measure, maximum 6 points).</p> <p>D. The approach should be specific to the project regions and include a description of: (maximum 10 points)</p> <p>a) Proposed methods to take into account any regional needs that may vary from those at the central level (2 points per relevant method, maximum 4 points);</p> <p>b) Strategies for providing capacity building activities in the regions (2 points per relevant strategy, maximum 6 points).</p>	<p>/12</p> <p>/12</p> <p>/10</p> <p>/10</p>

RATED EVALUATION CRITERIA	SCORE
<p><b>3.2 Management Plan</b> (maximum 31 points)</p> <p>a) The Bidder should describe the following elements that are part of the management plan (maximum 19 points):</p> <ul style="list-style-type: none"> <li>• The proposed approach for planning project activities (up to 5 points);</li> <li>• The control measures to be put in place to ensure that project activities are completed on time (up to 3 points), within budget (up to 3 points), and with a high degree of quality (up to 3 points) (maximum 9 points);</li> <li>• The process for raising awareness amongst the project team members and stakeholders to ensure that the management plan serves as a reference guide for the project (up to 5 points).</li> </ul> <p>b) The Bidder should identify three (3) risks that are not listed in the project description, and their impact on the project, and describe proposed mitigation measures (maximum 12 points).</p> <p>Points will be attributed as follows:</p> <ul style="list-style-type: none"> <li>• The risk and its impact on the project are clearly explained (2 points per risk and impact, maximum 6 points);</li> <li>• The proposed mitigation measure constitutes an effective response to mitigate the risk (2 points per measure, 1 measure per risk, maximum 6 points).</li> </ul>	<p>/5</p> <p>/9</p> <p>/5</p> <p>/6</p> <p>/6</p>
<p><b>3.3 Financial and Human Resources Management:</b> The Bidder should propose a financial and human resources management strategy for the project that includes mechanisms for: (maximum 48 points)</p> <p>a) Optimising the use of financial resources (4 points per relevant element, up to 16 points);</p> <p>b) Human resources performance evaluation (Senior Advisors, Regional and additional technical specialists, Local Support Staff) (4 points per relevant element, up to 16 points).</p> <p>c) Optimising the services provided by the Technical Specialists based in the three (3) project regions (4 points per relevant element, up to 16 points).</p>	<p>/16</p> <p>/16</p> <p>/16</p>
<p><b>3.4 Cross-cutting Themes Strategies:</b> The Bidder should propose a strategy aimed at integrating the following 4 cross-cutting themes: (i) Gender equality and the empowerment of women and girls; (ii) the environment; (iii) security and conflicts; and (iv) human rights. The strategy should include: (maximum 56 points)</p> <p>a) Measures aimed at integrating the four cross-cutting themes into the project activities. (4 points per relevant integration measure, one measure per cross-cutting theme, maximum 16 points)</p> <p>b) Control mechanisms to monitor the cross-cutting theme integration measures described in a) (5 points if the monitoring mechanism is relevant and 5 points for the “feasibility” of the monitoring mechanism, for a total of 10 points per monitoring mechanism, maximum 40 points).</p> <p>The same monitoring mechanism could be applied to more than one integration measure.</p>	<p>/16</p> <p>/40</p>
<p><b>Requirement 4: Personnel Recruitment Approach (maximum 36 points) Page limit: maximum three (3) pages.</b></p> <p>The Bidder should describe his approach to recruit Personnel not identified in his proposal, to ensure the delivery of services described in Appendix B – <i>Specific Mandate of the Consultant</i>, which should include:</p> <p>a) the measures to achieve transparent recruitment processes that maximize competition (3 points per relevant measure, up to 12 points);</p> <p>b) the measures to ensure that Senior Advisors and Technical Specialists represent good value for money (3 points per relevant measure, up to 12 points);</p>	<p>/12</p> <p>/12</p>

RATED EVALUATION CRITERIA	SCORE
c) the measures to ensure that Technical Specialists are selected and deployed in a timely manner (3 points per relevant measure, up to 12 points).	/12
<p><b>Requirement 5: Performance Management Framework (PMF) (maximum 63 points)</b>  <b>Page limit: maximum two (2) pages, in addition to form TECH-5A “Project Performance Management Framework (PMF)”</b></p> <p><b>5.1.</b> The Bidder should describe his approach to: (up to 15 points)</p> <p>a) develop the PMF in a participatory manner with project stakeholders (up to 6 points) /6</p> <p>b) acquire a database by clearly describing how data on the initial institutional situation (baseline) will be collected (3 points per relevant measure, maximum 6 points), and more specifically gender disaggregated data (3 points) . /9</p> <p><b>5.2.</b> Using the form <b>TECH-5A “Project Performance Management Framework (PMF)”</b>, the Bidder should write two (2) indicator statements (one qualitative and one quantitative) for the immediate outcome 1110 and two (2) indicator statements (one qualitative and one quantitative) for each of the first two outputs associated with the immediate outcome (1111 and 1112), namely:</p> <ul style="list-style-type: none"> <li>• “Immediate outcome 1110: MENA increased capacities to reduce gender-related access disparities” <ul style="list-style-type: none"> <li>○ “Output 1111: Strategies, devices and tools aimed at countering gender exclusion and early marriages are developed”</li> <li>○ “Output 1112: Diagnostics, strategies, instruments and tools to counter violence at school are developed”.</li> </ul> </li> </ul> <p>In total, the Bidder should propose six (6) indicators. The indicators should be disaggregated by sex. The indicators will be evaluated based on the following characteristics: (2 points per “positive answer (yes)”, up to 8 points per indicator, maximum 48 points)</p> <p>a) <b>Validity:</b> Will the indicator allow measuring of the outcome or the output?</p> <p>b) <b>Simplicity:</b> Is the indicator sufficiently clear and straightforward to be understood by all stakeholders?</p> <p>c) <b>Usefulness:</b> Will the information be useful in project management (decision-making, learning and adaptation)?</p> <p>d) <b>Affordability:</b> Can the information required for this indicator be collected at a reasonable cost?</p>	/48
<b>Subtotal – Methodology</b>	/278
<b>PROPOSED PERSONNEL</b>	
<p><b>Bidder Instructions:</b></p> <p><b>For the proposed Personnel section, the following definitions apply:</b></p> <p>a) <b>“Assignment”</b> means a mandate with specific tasks and deliverables within a specific time period. The individual provides subject matter expertise, or expertise in project or program management. An assignment can be part of a permanent job;</p> <p>b) <b>“Bachelor’s Degree”</b> refers to an undergraduate university degree;</p> <p>c) In Burkina Faso, <b>“General Cycle”</b> consists in the “Brevet d’étude du premier cycle” awarded at the end of general post-primary (4 years after the end of primary level) and the “Baccalauréat de l’enseignement général” which is the diploma at the end of general secondary education (7 years after the end of primary level);</p> <p>The <b>“Technical-Vocational Cycle”</b> consists in the certificate of vocational aptitude (CAP) (4 years after the end of primary level), the “Brevet d’étude professionnel” (BEP) (6 years after primary level) and the Baccalauréat Pro G1 (clerical) or G2 (accounting) (7 years after the end of primary level).</p> <p>d) <b>“Recognized Educational Institution”</b> means a public, non-governmental or private entity that is given full or limited authority to grant degrees through a law by a competent legislative body.</p>	

RATED EVALUATION CRITERIA	SCORE
<p>e) <b>“Professional Studies”</b> means a Diploma of Vocational Studies (DVS) awarded following technical training at the secondary level. (for reference see: <a href="http://www.education.gouv.qc.ca/en/references/studying-in-quebec/quebec-education-system/">http://www.education.gouv.qc.ca/en/references/studying-in-quebec/quebec-education-system/</a>)</p> <p>f) <b>“Master’s Degree”</b> refers to a graduate university degree, (i.e. a higher degree than a Bachelor’s degree)</p>	
<p><b>Requirement 6: Project Director (maximum 112 points)</b></p> <p>Using the form <b>TECH-6A “Curriculum Vitae for Proposed Personnel”</b>, the Bidder should provide the curriculum vitae of the proposed individual for the position of Project Director. <b>Page limit: maximum twelve (12) pages.</b></p> <p><b>6.1. Academic Qualifications and Training (maximum 10 points)</b></p> <p>The Bidder should indicate the academic qualifications and additional training for the proposed individual.</p> <p><b>6.1.1.</b> The highest level of education completed from a Recognized Educational Institution in a relevant discipline.</p> <p>For the purpose of this criterion, a <b>“relevant discipline”</b> means a discipline relating to: administration, public administration, strategic management, finance, international development, education, human resources or project management.</p> <p>Points will be allocated as follows: (up to 6 points)</p> <ul style="list-style-type: none"> <li>• A Master’s Degree or higher in a relevant discipline: 6 points</li> <li>• A Bachelor’s Degree in a relevant discipline: 4 points</li> <li>• A Bachelor’s Degree or higher in an irrelevant discipline: 2 points</li> <li>• No Bachelor’s Degree: 0 points.</li> </ul> <p><b>6.1.2.</b> Additional training completed in the ten (10) years prior to the closing date of this RFP: courses, certificates or diplomas not part of the level of education evaluated in 6.1.1., in one of the following fields: (1 point per additional training, maximum 4 points);</p> <p>Only additional training with a minimum duration of 5 days delivered by a Recognized Educational Institution will be considered.</p> <p>Fields:</p> <ul style="list-style-type: none"> <li>• Project management;</li> <li>• Public administration;</li> <li>• International development;</li> <li>• Procurement management;</li> <li>• Results-based management;</li> <li>• Human resources management;</li> <li>• Conflict management;</li> <li>• Financial management;</li> <li>• Capacity building or coaching approach;</li> <li>• Education;</li> <li>• Gender equality or gender sensitivity training;</li> <li>• Other fields relevant to the functions of this position.</li> </ul>	<p style="text-align: right;">/6</p> <p style="text-align: right;">/4</p>
<p><b>6.2. Project Director’s Experience (maximum 102 points)</b></p> <p>The Bidder should demonstrate the proposed individual’s experience by submitting assignment examples managing international development projects, carried out in a developing country that meet the criteria a) through i) below.</p> <p>For evaluation purposes, only assignments that meet all of the following elements will be considered:</p> <ul style="list-style-type: none"> <li>• Be ongoing or have been completed not more than twenty (20) years prior to the closing date of this RFP;</li> <li>• Be at least six (6) months in duration;</li> <li>• Deal with an international development project, in a developing country;</li> </ul>	





RATED EVALUATION CRITERIA	SCORE
<p><b>Requirement 7: Project Manager (maximum 70 points)</b>                      Using the form <b>TECH-6A “Curriculum Vitae for Proposed Personnel”</b>, the Bidder should provide the curriculum vitae of the proposed individual for the position of Project Manager. <b>Page limit: maximum eight (8) pages.</b></p> <p><b>7.1. Academic Qualifications and Training (maximum 12 points)</b>                      The Bidder should indicate the academic qualifications and additional training for the proposed individual.</p> <p>7.1.1. The highest level of education completed in a Recognized Educational Institution in a relevant discipline.                      For the purpose of this criterion, a “<b>relevant discipline</b>” means a discipline relating to: administration, public administration, strategic management, finance, international development, human resources or project management.                      Points will be allocated as follows: (up to 8 points)</p> <ul style="list-style-type: none"> <li>• Bachelor’s Degree or higher in a relevant discipline: 8 points</li> <li>• Bachelor’s Degree or higher in an irrelevant discipline: 5 points</li> <li>• No bachelor’s degree: 0 points</li> </ul> <p>7.1.2. Additional training completed within ten (10) years prior to the closing date of this RFP: courses, certificates or diplomas not part of the level of education evaluated in 7.1.1., in one of the following fields (1 point per additional training, maximum 4 points):                      Only additional training with a minimum duration of 5 days delivered by a Recognized Educational Institution will be considered.                      Fields:</p> <ul style="list-style-type: none"> <li>• International development</li> <li>• Project management;</li> <li>• Budget or financial management for projects;</li> <li>• Procurement management</li> <li>• Public administration;</li> <li>• Human resources management;</li> <li>• Management of human resources database;</li> <li>• Results-based management.</li> <li>• Other fields relevant to the functions of this position.</li> </ul>	<p style="text-align: center;">/8</p> <p style="text-align: center;">/4</p>
<p><b>7.2. Project Manager’s Experience (maximum 58 points)</b>                      The Bidder should demonstrate the proposed individual’s experience by submitting assignment examples of international development projects, carried out in a developing country that meet the criteria a) through d) below.                      For evaluation purposes, only assignments that meet all of the following elements will be considered.</p> <ul style="list-style-type: none"> <li>• Be ongoing or have been completed not more than fifteen (15) years prior to the closing date of this RFP;</li> <li>• Be at least six (6) months in duration;</li> <li>• Deal with an international development project, in a developing country;</li> <li>• The proposed individual performed functions inherent to project management.</li> </ul> <p>a) Length of experience: (up to 10 points)</p> <ul style="list-style-type: none"> <li>• 60 months or more: 10 points</li> <li>• From 48 to less than 60 months: 6 points</li> <li>• From 36 to less than 48 months: 4 points</li> <li>• Less than 36 months: 0 points</li> </ul> <p>b) Experience in the following fields: (2 points per 12 months period of experience beyond 12 months, up to 6 points per field, maximum 36 points):</p>	<p style="text-align: center;">/10</p> <p style="text-align: center;">/36</p>

RATED EVALUATION CRITERIA	SCORE
<ul style="list-style-type: none"> <li>• participate in project planning;</li> <li>• support the production of project reports;</li> <li>• prepare draft terms of reference for technical specialists, including activities, objectives or expected results and timelines;</li> <li>• recruiting technical specialists for the delivery of technical assistance or capacity building mandates;</li> <li>• manage logistics related to the short or long term mobilization of staff or technical specialists in the field;</li> <li>• Support the financial management of the project.</li> </ul> <p>c) Experience working on at least two (2) different projects, each of a duration of 24 months or longer (4 points).</p> <p>d) Experience in developing guidelines or procedures manuals for managing human, financial, material and procurement resources (2 points per subject, up to 8 points).</p>	<p>/4</p> <p>/8</p>
<p><b>Requirement 8: Office Manager (maximum 81 points)</b></p> <p>Using the form <b>TECH-6A “Curriculum Vitae for Proposed Personnel”</b>, the Bidder should provide the curriculum vitae of the proposed individual for the position of Office Manager. <b>Page limit: maximum ten (10) pages.</b></p> <p><b>8.1 Academic Qualifications and Training (maximum 14 points)</b></p> <p>The Bidder should indicate the academic qualifications and additional training for the proposed individual.</p> <p><b>8.1.1</b> The highest level of education completed in a Recognized Educational Institution. Points will be allocated as follows (maximum 10 points):</p> <ul style="list-style-type: none"> <li>• Bachelor’s Degree or higher in a discipline relating to: administration, public administration, strategic management, finance, international development, human resources, or project management: 10 points</li> <li>• Bachelor’s Degree or higher in any other discipline: 8 points</li> <li>• “Baccalauréat Pro G2” (accounting) or professional accounting certification: 10 points</li> <li>• “Baccalauréat Pro G1” (clerical) or professional certification in secretariat or administration: 7 points</li> <li>• “Baccalauréat de l’enseignement général” or high school degree: 5 points</li> </ul> <p><b>8.1.2</b> Additional training completed within ten (10) years prior to the closing date of this RFP: courses, certificates or diplomas not part of the level of education evaluated in 8.1.1., in one of the following fields (1 point per additional training, maximum 4 points).</p> <p>Only additional training with a minimum duration of 5 days delivered by a Recognized Educational Institution will be considered.</p> <p>Fields:</p> <ul style="list-style-type: none"> <li>• Project management;</li> <li>• Project budget or financial management;</li> <li>• Public administration;</li> <li>• Human resources management;</li> <li>• Management of human resources database;</li> <li>• Results-based management.</li> <li>• Other fields relevant to the functions of this position.</li> </ul>	<p>/10</p> <p>/4</p>
<p><b>8.2 Office Manager’s Experience (maximum 67 points)</b></p> <p>The Bidder should demonstrate the proposed individual’s experience by submitting assignment examples of international development projects, carried out in a developing country that meets the criteria in a) through e) below.</p> <p>For evaluation purposes, only assignments that meet all of the following elements will be considered.</p>	

RATED EVALUATION CRITERIA	SCORE
<ul style="list-style-type: none"> <li>• Be ongoing or have been completed not more than fifteen (15) years prior to the closing date of this RFP;</li> <li>• Be at least six (6) months in duration;</li> <li>• Deal with an international development project, in a developing country.</li> <li>• The proposed individual performed functions inherent to project management.</li> </ul> <p>a) Length of experience: (up to 15 points)</p> <ul style="list-style-type: none"> <li>• 72 months or more: 15 points</li> <li>• From 60 to less than 72 months: 12 points</li> <li>• From 48 to less than 60 months: 9 points</li> <li>• Less than 48 months: 0 points</li> </ul> <p>b) The highest budget, in Canadian dollars, managed directly by the proposed individual: (up to 8 points)</p> <ul style="list-style-type: none"> <li>• \$5M or more: 8 points</li> <li>• From \$3M to less than \$5M: 5 points</li> <li>• Less than \$3M: 0 points</li> </ul> <p>c) Duration of experience in financial project management, including: planning, monitoring and preparation or review of reports (3 points per 12 months period of experience beyond 36 months, maximum 12 points)</p> <p>d) Experience working on at least two (2) different projects, each of a duration of 24 months or longer. (4 points).</p> <p>e) Experience working in the following fields: (1 point per 12 months period of experience beyond 12 months, up to 4 points per field, maximum 28 points):</p> <ul style="list-style-type: none"> <li>• Setting up or administering a project office;</li> <li>• Providing coordination or logistics for a project committee secretariat or for meetings with project stakeholders;</li> <li>• Maintaining a database of technical specialists;</li> <li>• Supporting the logistics of mobilizing personnel or international and local technical specialists in the field in the short or long term;</li> <li>• Applying administrative procedures manuals guidelines;</li> <li>• Applying procurement manuals guidelines;</li> <li>• Applying performance-based management principles, including results-based management and risk management.</li> </ul>	<p>/15</p> <p>/8</p> <p>/12</p> <p>/4</p> <p>/28</p>
<b>Subtotal – Proposed personnel</b>	/263
<b>Total – Technical component</b>	/700
<b>Pass mark</b>	420

**Section 6. Standard Form of Contract**

**STANDARD FORM OF CONTRACT**

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

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**CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES**

between

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

and

*<Name of the Consultant>*

*<Address of the Consultant>*

in relation to

Equity Support through Institutional and Technical Reforms Project  
to strengthen the

Basic Education Strategic Development Program  
(PARITÉ)

## A. Contract

### TIME-BASED

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

*OR*

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

The following form an integral part of this Contract:

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

Annex A: Basis of Payment

Annex B: Terms of Reference

Annex C: Security Requirements Check List      *[Not used]*



# I. General Conditions of Contract

## 1. GENERAL PROVISIONS

### 1.1

#### Definitions

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

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

- (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
  - (iii) up to a maximum dollar amount specified; and
  - (iv) on sight, on first request by DFATD to the bank and without question.
- (n) **“Licensed professional”** is an individual who is licensed by a Canadian authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other profession.
- (o) **“Local Professional”** means Personnel engaged in the Recipient Country by the Consultant for the provision of Services under the Contract; who is a citizen or permanent resident of the Recipient Country, and who has specific professional/technical expertise in a field of work, excluding those defined as Local Support Staff.
- (p) **“Local Support Staff”** means, unless otherwise specified in the SC, the following positions in the Recipient Country:
- (i) Driver;
  - (ii) Office cleaner;
  - (iii) Security guard;
  - (iv) Gardener.
- (q) **“Member”** means any of the persons or entities that make up the consortium or joint venture; and “Members” means all these persons or entities.
- (r) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to the contract. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (s) **“Minister”** means the Minister for International Development and includes the Minister's successors, deputies and any lawfully authorized officers representing the Minister for the purpose of this Contract.
- (t) **“National Joint Council Travel Directive and Special Travel Authorities”** mean the directives that govern travelling on Canadian Government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (u) **“Party”** means DFATD or the Consultant, as the case may be, and “Parties” means both of them.
- (v) **“Personnel”** means an employee and/or Sub-consultant of the Consultant (except Local Support Staff) assigned to perform professional, technical and/or administrative services under the Contract.
- (w) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
- (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
  - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
  - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
  - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
  - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (x) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the SC.
- (y) **“Reimbursable Expenses”** means the out-of-pocket expenses, which can be

specifically identified and measured as having been used or to be used in the performance of the Contract.

- (z) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (aa) **“Services”**, unless otherwise expressed in the Contract, means everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Annex B, Terms of Reference, to the Contract.
- (bb) **“Sub-consultant”** means a person or entity or entities contracted by the Consultant to perform specific Services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-Consultant is part of the Personnel.
- (cc) **“Technical Authority”** means the DFATD Representative responsible for all matters concerning the technical requirement under the Contract. The Technical Authority for this Contract is specified in the SC.
- (dd) **“Terms of Reference”** means the document included as Annex B, Terms of Reference.
- (ee) **“Third Party”** means any person or entity other than DFATD and the Consultant.
- (ff) **“Travel Status”** means travel approved in writing by the Technical Authority directly related to the Services.

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

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

## 1.12

### Integrity Provisions

- 1.12.1 The *Ineligibility and Suspension Policy* (the "Policy") and all related directives incorporated by reference into the Request for Proposal, that preceded this Contract, on its closing date are incorporated into, and form a binding part of the Contract. The Consultant must comply with the provisions of the Policy and directives, which can be found on the Public Works and Government Services Canada's website at [\*Ineligibility and Suspension Policy\*](#).
- 1.12.2 Ongoing compliance with the provisions of the Integrity Regime is a condition of the Contract and subject to verification by DFATD during the entire period of the Contract.
- 1.12.3 Where a Consultant is determined to be ineligible or suspended pursuant to the Integrity Regime during performance of the Contract, DFATD may, following a notice period of no less than two weeks, during which time the Consultant may make representations on such matters as maintaining the contract, terminate the contract for default. A termination for default does not restrict DFATD's right to exercise any other remedy that may be available against the Consultant.

## 1.13

### Conflict of Interest

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

perform the Services diligently and independently.

**1.14****Translation of Documentation**

- 1.14.1 The Consultant agrees that DFATD may translate any documentation delivered to DFATD by the Consultant that does not belong to DFATD under the GC 3.7 and 3.8. The Consultant acknowledges that DFATD owns the translation and that it is under no obligation to provide any translation to the Consultant. DFATD agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. DFATD acknowledges that the Consultant is not responsible for any technical errors or other problems that may arise as a result of the translation.

**1.15****Severability**

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

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

**2.1****Effective date of Contract**

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

**2.2****Period of Contract**

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

**2.3****Amendment and Waiver**

- 2.3.1 Any changes to the Services (with the exception of changes to the output level), value or period of Contract, modifications to any terms and conditions of the Contract, or to the logic model at the intermediate outcome level or higher will only be valid if effected by means of a written amendment to the Contract executed by the Parties on a document entitled "Amendment".
- 2.3.2 A waiver of any condition or right of the Contract by a Party is only valid if it is made in writing by the Contracting Authority or by a duly authorized representative of the Consultant
- 2.3.3 A waiver of any condition or right of the Contract will not prevent a Party from enforcing that right or condition in the case of a subsequent breach.

**2.4****Contract Approvals**

- 2.4.1 Acceptance of Plans and Reports
- The Consultant will provide the Technical Authority with the plans and reports detailed in Annex B, Terms of Reference, for approval within the established timeframe.
- 2.4.2 Delays Related to Approval
- (a) The Technical Authority may request modifications to the plans and reports, Contract Change Forms, Project Change Forms through a notice as described in GC 1.6.
- (b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within 20 working days.

**Contract Change Form**

- 2.4.3 The types of changes to the contract detailed below must be approved by the Technical Authority through a Contract Change Form:
- (a) The addition of a new position or a change in an existing position's description or level (in terms of qualifications and experience), or the replacement of Personnel with an individual with lower qualification as described in the GC 4.4.
- (b) Any Fees related to the addition of a position or modification of Fees related to a change in a position, or replacement of Personnel as described under (a).
- The Fees for replacement of Personnel with lower qualifications must be adjusted downward.
- Fees are subject to verification and negotiation, if required, in accordance with the Consultant's procurement plan and/or DFATD's Guide for Rate

Validation. In addition, Fees for local Professionals and Local Support Staff are subject to negotiation and must not exceed local market rates.

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

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

**Project Change Form and Annual Work plan**

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

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

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

**2.5**

**Time of the essence**

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

**2.6**

**Excusable Delay**

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

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

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

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

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

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

2.6.4

- a) During the first 3 months following the Excusable Delay event, DFATD will pay incurred unavoidable costs as detailed and approved by the Contracting Authority in the work around plan. These costs may include but are not limited to: Fees and overseas costs for Personnel on long-term assignment in the Recipient Country and Reimbursable Expenses such as expenses of the

local office (electricity, rent, etc.) and any other costs mutually agreed to by both Parties;

- b) In case of suspension of the Services after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.7.2;
- c) In case of termination after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.9.2, 2.9.3 and 2.9.4.

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

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

## 2.7

### Suspension of Services

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

## 2.8

### Termination due to default of Consultant

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



assignment for all completed parts of the Services performed and accepted by DFATD in accordance with the Contract;

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

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

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

## 2.9

### Termination for Convenience

- 2.9.1 At any time before the end of the Contract, the Contracting Authority may, by giving notice in writing to the Consultant, terminate for convenience the Contract or part of the Contract. Once such notice of termination for convenience is given, the Consultant must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

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

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

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

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

## 2.10

### Cessation of Rights and Obligations

- 2.10.1 Upon termination of this Contract pursuant to the GC 2.7, 2.8, or 2.9, or upon expiration of this Contract pursuant to the GC 2.2, all rights and obligations of the Parties will cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or expiration;
  - (b) the obligation of confidentiality set forth in the GC 3.2;
  - (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in the GC 3.5; and
  - (d) any right which a Party may have under the Law governing the Contract as specified in 1.3.1.

**2.11****Assignment of Contract**

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

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1

##### General

##### *Standard of Performance*

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

##### *Warranty by Consultant*

3.1.2

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

##### *Evaluation of Performance*

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

#### 3.2

##### **Confidentiality and privacy**

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

confidential and that it will be used only to perform the subcontract.

- 3.2.2 The Consultant agrees to use any information provided to the Consultant by or on behalf of DFATD only for the purpose of the Contract. The Consultant acknowledges that all this information remains the property of DFATD or the Third Party, as the case may be. Unless provided otherwise in the Contract, the Consultant must deliver to DFATD all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as DFATD may require.
- 3.2.3 Subject to the Access to Information Act (R.S.C. 1985, c. A-1) and to any right of DFATD under the Contract to release or disclose, DFATD will not release or disclose outside the Government of Canada any information delivered to DFATD under the Contract that is proprietary to the Consultant, Sub-consultant or a Contractor.
- 3.2.4 The obligations of the Parties set out in this GC 3.2 do not apply to any information if the information:
- (a) is publicly available from a source other than the other Party; or
  - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - (c) is developed by a Party without use of the information of the other Party.
- 3.2.5 Wherever possible, the Consultant will mark or identify any proprietary information delivered to DFATD under the Contract as "Property of (Consultant's name), permitted Government uses defined under DFATD Contract No. (fill in contract number)". DFATD will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

### 3.3

#### **Insurance to Be Acquired by the Consultant**

##### *Insurance Specified by DFATD*

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

##### *Additional Insurance*

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

##### *Insurance Certificates*

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

##### *Litigation*

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

##### *No Waiver*

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

### 3.4

#### **Security Requirements**

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

- 3.4.1 The security requirements associated with this Contract, if any, are specified in Annex C, Security Requirement Checklist (SRCL) and in the SC.
- 3.4.2 **Obligations Related to Security**
- (a) The Consultant is responsible to ensure its own security and the security of its Personnel. DFATD assumes no responsibility for their security.
  - (b) The Consultant recognizes that work involved in this Project could expose it and its Personnel to serious risks of injury and/or death.
  - (c) The Consultant is responsible to fully and openly disclose to its Personnel the inherent risks of the Project.

- (d) The Consultant is also responsible to keep itself and its Personnel informed of any «Travel Advice and Advisories» issued by the Government of Canada.

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

#### 3.4.3 Security Measures

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

#### For all contracts:

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

#### 3.4.4 Personnel

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

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

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

#### 3.4.5 Sub-consultants and Contractors

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

### 3.5

#### Initial Visit and

- 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

**Audit**

conditions of the Contract with the Consultant, and to ensure that the Consultant's financial management of the project can be done efficiently and in accordance with the requirements of the Contract. The Consultant agrees to allow for the initial visit and to provide the DFATD Representative with the facilities, personnel, and any information required for the purposes of the initial visit, all at no cost to DFATD.

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

**3.6****Authorization to Continue**

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

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

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

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

distinct parts by different authors, or which incorporates works or parts thereof by different authors, in the case of a collective work, whether or not protected under an applicable national law. Work does not include software and related software documentation.

### ***Licenses and Assignments***

#### **Beneficiaries of the assistance project**

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

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

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

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

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

#### **Her Majesty**

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

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

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

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

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

#### **Licence for works created outside the Contract**

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

#### **Moral rights**

##### 3.7.7 The Consultant must provide to the Technical Authority at the completion of the Contract or at such other time as the Technical Authority may require, a written permanent waiver of moral rights in a form acceptable to the Technical Authority, from every author that contributed to the work which is subject to copyright

protection and which is deliverable to the Technical Authority under the terms of the Contract. If the Consultant is an author of any of the work referred to in section 3.7.5, the Consultant permanently waives the Consultant's moral rights in the work.

### **Ownership symbol and public recognition**

3.7.8 The Consultant must ensure that:

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

### **Transfer of Obligations**

3.7.9 Transfer of Obligations to Employed Creators

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

3.7.10 Transfer of Obligations to Any Contractual Network of the Consultant

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

### **Description of works**

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

### **Copies to be delivered**

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

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

3.7.13 Certification regarding Clearance of Rights

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

3.7.14 Warranty regarding Non Infringement of Rights

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

3.7.15 Certification of Compliance

Before the Technical Authority makes its final or last payment under the contract,



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

### 3.8

#### Intellectual Property Infringement and Royalties

- 3.8.1 If anyone makes a claim against DFATD or the Consultant concerning intellectual property infringement or royalties related to the work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against DFATD, according to the *Department of Justice Act* (R.S.C, 1985, c. J-2), the Attorney General of Canada will have the control and conduct of all litigation for or against DFATD, but the Attorney General may request that the Consultant defend DFATD against the claim. In either case, the Consultant agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. The settlement of any claim by the Consultant must be approved in writing by the Attorney General of Canada.
- 3.8.2 The Consultant has no obligation regarding claims that were only made because:
- (a) DFATD modified the work or part of the work without the Consultant's consent or used the work or part of the work without following a requirement of the Contract; or
  - (b) the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
  - (c) the Consultant used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Consultant has included the following language in its own contract with the supplier of that equipment: "[Supplier name] acknowledges that the purchased items will be used by DFATD. If a Third Party claims that equipment supplied under this Contract infringes any intellectual property right, [supplier name], if requested to do so by either [Consultant name] or DFATD, will defend both [Consultant name] and DFATD against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Consultant's responsibility and, if the Consultant does not do so, it will be responsible to DFATD for the claim.
- 3.8.3 If anyone claims that, as a result of the work, the Consultant or DFATD is infringing its intellectual property rights, the Consultant will immediately do one of the following:
- (a) take whatever steps are necessary to allow DFATD to continue to perform the allegedly infringing part of the work; or
  - (b) modify or replace the work to avoid intellectual property infringement, while ensuring that the work continues to meet all the requirements of the Contract; or
  - (c) refund any part of the Contract price that DFATD has already paid.

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

### 3.9

#### Liability

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

### 3.10

**Equipment,  
Vehicles and  
Materials**

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

3.10.1

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

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

3.10.2 Where the Consultant procures equipment, vehicles, materials, services, or assets to meet the requirements of the Contract, it must carry out procurement activities adhering to the following principles:

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

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

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

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

**3.11**

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

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

**3.12****Public  
Recognition**

- 3.12.1 In consultation with DFATD, the Consultant must ensure visibility and provide public recognition of Canada's support to the Project in publications, speeches, press releases, websites, social media or other communication material. This must be done in a manner compliant with Canada's Federal Identity Program.
- 3.12.2 The Consultant must plan for, and report on its public recognition activities in accordance with the reporting requirements of the Contract. The Consultant must supply DFATD with a copy of any written or electronic material acknowledging DFATD's support or information on their public recognition activities. DFATD may provide content and input into any supporting communication material.
- 3.12.3 The Consultant must provide at least fifteen (15) days advance notice to DFATD, unless otherwise agreed upon, of any planned initial public announcement of Canada's support. Prior to the initial announcement or until such time that DFATD publishes the Project in the public domain, communications activities must be limited to routine communications associated with Project implementation. DFATD will have the right to make the initial public announcement or participate in any official ceremony, public event or announcement made by the Consultant.
- 3.12.4 All public materials issued jointly by DFATD and the Consultant must be judged acceptable by both Parties and will be made available in both English and French.
- 3.12.5 After consultation, DFATD or the Consultant may request to cease all public recognition activities inter alia for security, programming or other compelling reasons. DFATD and the Consultant will consult each other to determine when the public recognition activities may resume.

**3.13****International  
Sanctions**

- 3.13.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These economic sanctions may be implemented by regulation under the *United Nations Act* (R.S.C. 1985, c. U-2), the *Special Economic Measures Act* (S.C. 1992, c. 17), or the *Export and Import Permits Act* (R.S.C. 1985, c. E-19). The Consultant agrees that it will, in the performance of this Contract, comply with any such regulations that are in force on the effective date of this Contract, as in the GC 2.1.1, and will require such compliance by its Personnel, Local Support Staff and Contractor(s).
- 3.13.2 The Consultant agrees that DFATD relies on the Consultant's undertaking in the GC 3.13.1 to enter into this Contract, and that any breach of the undertaking will entitle DFATD to terminate this Contract under the GC 2.8.
- 3.13.3 The countries or groups currently subject to economic sanctions are listed on the Department of Foreign Affairs, Trade and Development site.
- 3.13.4 The Consultant agrees that only the text as published in the *Canada Gazette, Part II*, is authoritative.
- 3.13.5 The Consultant, its Personnel, Local Support Staff and Contractors must comply with changes to the regulations imposed during the period of the contract. The Consultant must immediately advise DFATD if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with the GC 2.9.

**3.14****Managing for  
Results**

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

outcome or higher, as described in the logic model.

#### 4. CONSULTANTS' PERSONNEL

- 4.1 General**
- 4.1.1 The Consultant must provide qualified and experienced Personnel to carry out the Services.
- 4.2 Working Hours, Leave, etc.**
- 4.2.1 DFATD will only pay for person-days worked, including work on a statutory holiday, if an individual chooses to do so. The maximum number of hours in one person-day to be claimed by the Personnel cannot exceed the number indicated in the SC. Any overtime requires prior authorization by DFATD. This applies to all Personnel. The Fees for less than one (1) day will be calculated by dividing the Fee by the number of hours indicated in the SC and multiplying the result by the number of hours actually worked during the Day.
- 4.3 Language Requirements**
- 4.3.1 If stated in Annex B, Terms of Reference, the Consultant has an obligation to provide the Personnel that meets the language requirements.
- 4.3.2 In accordance with the GC 4.4, the Consultant must replace any Personnel whose language ability is considered inadequate by DFATD.
- 4.4 Replacement of Personnel**
- 4.4.1 The Consultant may propose a new position or a change the position description or the level (in terms of qualification and experience) of an existing position. The Consultant must submit to DFATD for its approval a detailed position description for the position, the curriculum vitae of the proposed individual, a written detailed justification as well as a rate justification for the request using a Contract Change Form.
- New Position, Changes in Position Description or Level of an Existing Position or initial staffing of existing position*
- 4.4.2 Where applicable, a Project Change Form must be used by the Consultant to propose an individual for an existing position that was not previously staffed. The Consultant must submit the curriculum vitae of the proposed individual to DFATD for its approval.
- Existing Position - Replacement of Personnel*
- 4.4.3 The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position unless the Consultant is unable to do so for reasons beyond its control and that the Consultant's performance of the Services under the Contract will not be affected. For the purpose of this GC 4.4.3, the following reasons are considered as beyond the Consultant's control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD's request and will be verified and considered for acceptance at DFATD's sole discretion. If such replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual using a Project Change Form as indicated in the GC 2.4.4. The proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to replace a member of its Personnel with an individual with equivalent or better qualification than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated in accordance with the GC 2.4.3.
- 4.4.4 Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s).
- 4.5 Harassment in the workplace**
- 4.5.1 The Consultant must respect and ensure that all members of its Personnel and/ or its Contractor(s) and the Local Support Staff respect, in relation to persons working for DFATD, the Treasury Board [Policy on harassment Prevention and Resolution](#) as well as the standards of non-discrimination set out in [Canadian Charter of Rights and Freedoms](#) when rendering any part of the Services.

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

## 5. OBLIGATIONS OF DFATD

- 5.1**  
**Goods and Services Provided by the Recipient Country**
- 5.1.1 Annex B, Terms of Reference, indicates what goods and services will be provided by the Recipient Country, if any. If the Recipient Country does not make available the specified goods and services, the Consultant must inform DFATD as soon as possible. DFATD and the Consultant will then consider what measures to take in order to remedy the situation.
- 5.2**  
**Method of Payment**
- 5.2.1 In consideration of the Services performed by the Consultant under this Contract, DFATD will pay the Consultant in accordance with the provisions set forth in the GC 6.

## 6. PAYMENTS TO THE CONSULTANT

- 6.1**  
**Contract Amount and Limitation of Expenditure**
- 6.1.1 Subject to the application of the other terms and conditions specified in this Contract, DFATD will pay the Consultant up to the maximum amount specified in the SC.
- 6.1.2 No increase in the Contract amount resulting from any changes, modifications or interpretations of the Terms of Reference, will be authorized or paid to the Consultant unless such changes, modifications or interpretations have been approved, in writing, by the Contracting Authority and incorporated by way of an amendment to the Contract. The Consultant must not perform any Services which would cause DFATD's liability to exceed the Contract amount stipulated in the GC 6.1.1.
- 6.1.3 In accordance with section 40 of the Canadian *Financial Administration Act* (R.S., c. F-11, s. 40), payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.
- 6.1.4 The Consultant must promptly notify the Technical Authority in writing as to the adequacy of the amount mentioned in the GC 6.1.1 when:
- (a) it is 75 percent committed; or
  - (b) 4 months prior to the Contract expiry date; or
  - (c) if the Consultant considers that the funds provided are inadequate for the completion of the project;
- whichever comes first.

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

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

6.1.6 Applicable Taxes

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

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

6.1.8 Applicable Taxes included in the cost of Services:

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

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

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

6.1.10 Tax Withholding

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

## 6.2

### Basis of Payment

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

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

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

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

- (a) For the Personnel based in Canada or on short-term assignment in the

Recipient Country (less than 12 consecutive months), the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC in Canada up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.

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

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

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

is used, the rate for such accommodation, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;

- (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees";
- (vi) the Directive is available on the National Joint Council Internet site at the following address:

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address:  
<http://www.tbs-sct.gc.ca>

- (b) purchase and transportation costs of equipment, and supplies required to carry out the project;
- (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
- (d) translation, interpreters and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
- (e) bank transfer fees related to the execution of the project;
- (f) the actual cost of salaries and fringe benefits for Local Support Staff, excluding Local Professionals;
- (g) allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
- (h) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
- (i) field office expenses, including:
  - (i) actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
  - (ii) actual and Reasonable Costs of vehicles purchase or rental required for the project, and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and
  - (iii) actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan).
- (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of Contractor(s) and Personnel, related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan);
- (k) actual and Reasonable Costs of the Contractor(s), who may be contracted to perform part of the services described in Annex B, Terms of Reference, including labour and materials; and
- (l) any other reasonable expenses which are not considered to be Fees, overseas costs for Personnel on long-term assignment, overhead or direct costs and that are not included in the above categories, that are specified in the SC and required to carry out the project.

### 6.3

#### Provisions for Multi-year Contracts

- 6.3.1 Fees and monthly rates are fixed on an annual basis.
- 6.3.2 If the Personnel are added during the period of the Contract, the Consultant must propose fixed annual Fees for the remaining Contract period. If DFATD accepts the proposed individual and the Fees, the fixed annual Fees becomes



effective on:

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

#### 6.4

##### Currency of Payment

- 6.4.1 Payments by DFATD to the Consultant will be made in Canadian dollars.
- 6.4.2 Payments by the Consultant to its Local Professionals, Local Support Staff and local Contractor(s) may be in the local currency.
- 6.4.3 Actual expenditures incurred in currencies other than Canadian dollars for project purposes must be converted using either FIFO (first in, first out) or weighted average method. These methods ensure that there will be neither gain nor loss from the conversion of the exchange rate. Any other method used by the consultant will be inadmissible.

#### 6.5

##### Irrevocable Standby Letter of Credit (ISLC)

- 6.5.1 Irrevocable Standby Letter of Credit (ISLC) is used for the following purposes:
  - (a) To cover advances, if permitted
 

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

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

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

Failure on the part of the Consultant to maintain the ISLC will constitute an event of default under the Contract.
- 6.5.2 An ISLC must be in Canadian dollars.
- 6.5.3 An ISLC and amendments to an ISLC submitted by the Consultant must be sent to the Technical Authority. The ISLC itself must clearly indicate the following information: the Bank's reference number; the Bank's name and address; the date of issue; the expiry date; the name and address of the Consultant; the name of the payee: **Receiver General of Canada Attn: DFATD Branch name and address indicated in the SC 1.6.1**; the Purchase order number (PO); the project name and number; name of the Technical Authority; the face amount of the letter of credit; 'Payable in demand' or 'Payable at sight'; a provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 600; a provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable); a provision for the renewal of the letter of credit (where applicable).
- 6.5.4 All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense.

#### 6.6

##### Advances

- 6.6.1 A detailed list of expenses eligible for advance, if any, is specified in the SC.
- 6.6.2 No advance will be made until DFATD receives and approves a formal request for advance acceptable to DFATD in form and content covering a period not exceeding three (3) months, clearly indicating amounts required and including a forecast of estimated costs and any other information required by DFATD.
- 6.6.3 The Consultant must maintain records of all funds received and costs incurred and must submit to DFATD a statement of advances received and funds

disbursed, acceptable to DFATD in form and content, at least once every three (3) months.

- 6.6.4 The Consultant must account for each advance payment, and each advance or any portion of advance must be recovered from the expenses for which the advances are made and will be deducted by DFATD starting from the first statement produced by the Consultant for these expenses until each advance is completely reimbursed. However, if the amount of an advance is in excess of the expenses incurred for which the advance was authorized the difference will be deducted out of any money payable by DFATD to the Consultant.
- 6.6.5 The Consultant must maintain an interest bearing account whenever possible into which the Consultant must deposit, apart from all other funds of the Consultant, all advances made by DFATD to the Consultant under this Contract. Any and all interest earned may be utilized for project purposes only at the end of the project if approved in advance by DFATD.
- 6.6.6 Where an advance payment has been made to the Consultant which, in the opinion of DFATD, is no longer required by the Consultant for the purposes of the Contract, the Consultant must upon first demand from DFATD, return to DFATD such advance payment or any unliquidated portion together with any incidental interest earned.
- 6.6.7 For the purposes of the GC 6.6.6, incidental interest earned means the amount of interest earned by the Consultant on the advance payment.

## 6.7

### Mode of Billing and Payment

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

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

## 6.8

### Final Payment

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

## 6.9

### Right of Set-Off

- 6.9.1 Without restricting any right of set-off given or implied by law or by any provision of the Contract or any other agreement between DFATD and the Consultant, DFATD may set off against any amount payable to the Consultant

by DFATD under the Contract, or under any other contract. DFATD may, when making a payment pursuant to the Contract, deduct from the amount payable to the Consultant any such amount payable to DFATD by the Consultant which, by virtue of the right of set-off, may be retained by DFATD.

**6.10****Interest on Overdue Accounts**

## 6.10.1 In this GC:

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

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

6.10.3 Interest will not be payable on advance payments.

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

**6.11****Debts left in the Recipient Country**

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

**7. COMPLAINT MECHANISM AND SETTLEMENT OF DISPUTES****7.1****Alternate dispute resolution**

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

- (a) Consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Work and Government Services Act* to resolve a dispute between the parties respecting the interpretation or application of a term or conditions in this contract; and
- (b) Agrees that this provision must, 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](mailto: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](mailto:boa.opo@boa.opo.gc.ca).

## II. Special Conditions (SC) of Contract

Number of GC	Amendments of, and Supplements to, the General Conditions of the Contract
<b>Definitions (f), (cc) and 1.9</b>	<p><b>Contracting Authority</b></p> <p>The Contracting Authority for this Contract is:</p> <p style="color: red;"><i>«Title of the delegated signing authority as per DFATD Delegation Instrument »</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone:</p> <p>Email:</p> <p><b>Technical Authority</b></p> <p>The Technical Authority for this Contract is:</p> <p style="color: red;"><i>«Title of the Project Manager»</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone:</p> <p>Email:</p>
<b>Definitions (p)</b>	<p>For the purpose of this Contract, the following positions are also acceptable under the Local Support Staff:</p> <ul style="list-style-type: none"> <li>○ Administrative assistant;</li> <li>○ Accountant/bookkeeper;</li> <li>○ any other support or administration position in the recipient country, i.e. who does not provide technical services directly related to the achievement of the outcomes of the project.</li> </ul>
<b>Definitions (x)</b>	Recipient Country is Burkina Faso.
<b>1.3.1</b>	The law governing the contract is the law applicable in the province or territory of Ontario, Canada.
<b>1.6.1</b>	<p>The addresses are:</p> <p>DFATD :</p> <p style="padding-left: 40px;">Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2</p> <p>Attention :     <i>[insert name of the contracting authority- Organisation Symbol]</i>_____</p> <p>Facsimile :     _____</p> <p>Attention :     <i>[insert name of the technical authority- Organisation Symbol]</i>_____</p> <p>Facsimile :     _____</p> <p>Consultant (all Members of a consortium should be listed here):</p> <p>_____</p> <p>Attention :     _____</p> <p>Facsimile :     _____</p>
<b>1.8</b>	The Member in charge is <i>[insert name of member]</i>

<b>2.2.1</b>	The period of the Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.
<b>3.3</b>	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>(a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;</li> <li>(b) Bodily Injury and Property Damage to Third Parties;</li> <li>(c) Product Liability and Completed Operations;</li> <li>(d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;</li> <li>(e) Cross Liability and Separation of Insured;</li> <li>(f) Employees and, if applicable, Volunteers as Additional Insured;</li> <li>(g) Employer's Liability;</li> <li>(h) Broad Form Property Damage;</li> <li>(i) Non-Owned Automobile Liability; and</li> <li>(j) 30 Days written notice of policy cancellation.</li> </ul> <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>(a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and</li> <li>(b) 30 Days written notice of cancellation.</li> </ul> <p>3. Health Insurance</p> <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Centre for Intercultural Learning, pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or Contractors for medical reasons.</p> <p>4. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>(a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;</li> <li>(b) Cross Liability and separation of insured, to the extent permitted by law;</li> <li>(c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and</li> <li>(d) 30 Days written notice of cancellation.</li> </ul>

3.4.1	Security Requirement: Not applicable.						
3.6.1	<p>Authorization to continue is applicable to this Contract:          YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following plans and reports will be subject to the Authorization to Continue:          Project Implementation Plan (PIP)</p>						
3.14.3	The Consultant must notify the Technical Authority within thirty (30) Days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher.						
4.2.1 and 6.2.3	Number of hours in a Day is 7.5.						
6.1.1	The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i> , Applicable Taxes extra.						
6.1.6	The estimated amount of Applicable Taxes is: <i>[insert amount]</i>						
6.2.6	<p>The administrative mark-up rate is: <i>[insert rate]</i></p> <p>This rate will be applied to Sub-consultants and Contractors engaged as additional technical specialists (Terms of Reference – Part B – Specific Mandate of the Consultant, paragraph 3.11) that will be determined during the implementation of the project as follows:</p> <table border="1" data-bbox="415 1131 1419 1365"> <thead> <tr> <th data-bbox="415 1131 886 1198"></th> <th data-bbox="886 1131 1419 1198">Application of the rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="415 1198 886 1292">Sub-consultants assigned to the project</td> <td data-bbox="886 1198 1419 1292">Fees invoiced by the Sub-consultants</td> </tr> <tr> <td data-bbox="415 1292 886 1365">Contractors</td> <td data-bbox="886 1292 1419 1365">Costs invoiced by the Contractors</td> </tr> </tbody> </table> <p>When an employee is added during the contract as an additional technical specialist, the Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
	Application of the rate						
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						
6.2.7 (l)	<p>In addition to the reimbursable costs listed in GC 6.2.7, the Consultant will have a maximum budget of CAN \$ 490,000 to cover reimbursable expenses for additional technical specialists (other members of Personnel and Contractors) who will be identified at the implementation of the project, incurred as part of their mandates, including the following real and reasonable costs:</p> <ul style="list-style-type: none"> <li>• travel and living expenses in accordance with GC 6.2.7a);</li> <li>• reprography, communications and publications of training materials.</li> </ul>						
6.5.1 (a) and 6.6.1	<p>Advance payment is permitted: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>The following provisions will apply to the advance payment and the advance payment guarantee:</p> <p>(a) Subject to the GC 6.6, DFATD will make advance payments to the Consultant not exceeding <i>[insert amount]</i> in Canadian dollars to cover the following expenses:</p> <ul style="list-style-type: none"> <li>(i) Expenses associated with setting up a new local office in the Recipient Country;</li> <li>(ii) Long-term leases for offices.</li> </ul> <p>(b) At no time can there be more than 2 outstanding advances and these must not exceed <i>[insert amount]</i> Canadian dollars.</p> <p>(c) The advance payment guarantee (ISLC) must equal the total outstanding advance payments in Canadian dollars.</p>						

<b>6.5.1 (b)</b>	The Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) for the face amount of six hundred thousand Canadian dollars (\$600,000 CAD).
<b>6.7.2</b>	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice in two (2) copies, of the Consultant’s Fees for the Services rendered, monthly rates and expenses paid during the previous month supported by the following documentation properly completed:</p> <ul style="list-style-type: none"> <li>(a) Details of the time worked for each individual: the name, date, number of hours worked, and description of activities undertaken for each Day. The Consultant may include this information on their invoice or submit timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Consultant and made available to DFATD upon request.</li> <li>(b) Any relevant details of the costs for Personnel on long-term assignment as may be requested by DFATD. Proof that the costs were actually incurred for the identified Personnel must be provided in a form acceptable to DFATD (e.g. boarding pass, lease, etc.).</li> <li>(c) Details of Reimbursable Expenses paid, including all information which supports the expenses.</li> <li>(d) For expenses related to travel: payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, “detailed information” means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense.</li> <li>(e) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency.</li> <li>(f) If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.</li> </ul> <p>In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services, which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.</p>
<b>6.7.3</b>	<p>All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address: <i>[insert address]</i></p> <p>and must indicate the following codes:</p> <ul style="list-style-type: none"> <li>Purchase order: <i>[insert number]</i></li> <li>WBS Element: <i>[insert number]</i></li> <li>GLAcct/ CC/ Fund: <i>[insert number]</i></li> <li>Vendor: <i>[insert number]</i></li> <li>Project number: <i>[insert number]</i></li> </ul>

### **III. Annexes**

- Annex A: Basis of Payment
- Annex B: Terms of Reference
- Annex C: Security Requirements Check List (not applicable)



**ANNEX A – BASIS OF PAYMENT**

1. PERSONNEL	FIRM ALL-INCLUSIVE DAILY FEE, \$					SUB-TOTAL ESTIMATED COST
<b>1.1. Personnel based in Canada or on short-term assignment in the Recipient Country</b>	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
<i>Position A</i>						
<i>Position B</i>						
<i>Position C</i>						
<b>1.2. Personnel on long-term assignment in the Recipient Country</b>	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
<i>Position D</i>						
<b>1.3. Local Professionals</b>	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
<i>Position E</i>						
<i>Position F</i>						
<i>Position G</i>						
<i>Position H (add lines as needed)</i>						
<b>1.4. Additional technical specialists (other members of Personnel and Contractors) to be determined during Project implementation, including the mark-up rate of X%</b>						\$1,540,000
<i>Sub-Total – Personnel FEES, \$</i>						
<b>1.5. Overseas costs for Personnel on long-term assignment in the Recipient Country</b>	MONTHLY RATE					SUB-TOTAL
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
<i>Position D</i>						
<b>1.6. Relocation Cost for Personnel on long-term assignment in the Recipient Country</b>	Mobilization		Demobilization			SUB-TOTAL

<i>Position D</i>					
<i>Sub-Total – Overseas costs for Personnel on long-term assignment, \$</i>					



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

(TBD)

P.O. #

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

**NOT APPLICABLE**

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

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

*[name of Member]*

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*[Authorized representative]*

*Date [Month Day, Year]*

*[name of Member]*

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*[Authorized representative]*

*Date [Month Day, Year]*

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

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*[Authorized representative]*

*Date [Month Day, Year]*

For and on behalf of DFATD

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*[Authorized representative]*

*Date [Month Day, Year]*