

**REQUEST FOR PROPOSALS**  
**International Competitive Bidding (ICB)**

**Procurement of Consulting and Professional Services**

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



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) has a requirement for a consultant for the Sector Evaluation of the Food Security and Rural Development (FS/RD) Interventions of the Bilateral Program in Mali. Additional information related to the requirement is detailed in section 4, Terms of Reference.

The services are expected to start in May 2019 for a period of five (5) months.

**Section 1: Instructions to Bidders**

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

**Data Sheet**

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

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

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

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

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

**Section 4: Terms of Reference**

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

**Section 5: Evaluation Criteria**

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

**Section 6: Standard Form of Contract**

**I. General Conditions**

This section contains the general clauses of the resulting Contract.

**II. Special Conditions**

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

**REQUEST FOR PROPOSALS**

**RFP # SEL.: 2019-P-00015/P-000258-001**

*For the provision of consulting and professional services  
in relation to:  
The Sector Evaluation of the  
Food Security and Rural Development (FS/RD)  
Interventions of the Bilateral Program  
in Mali  
2014–2018*

## Section 1. Instructions to Bidders (ITB)

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

### Mandatory Procedural Requirements

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

### Definitions

- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b) **“Approved Financial Institution”** means:
  - (i) any corporation or institution that is a member of the Canadian Payments Association.;
  - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
  - (iii) a credit union as defined in paragraph 137 (6) b) of the Canadian *Income Tax Act*;
  - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
  - (v) the Canada Post Corporation.
- (c) **“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.
- (d) **“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.
- (e) **“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.
- (f) **“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.
- (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. A Contractor cannot be an individual. The Contractor is not part of the Personnel.
- (h) **“Data Sheet”** means part of the ITB used to reflect specific conditions of the RFP.

- (i) **“Day”** means calendar day, unless otherwise specified.
- (j) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (k) **“Evaluation Team”** means a team established by DFATD to evaluate the Proposals.
- (l) **“Fees”** mean an all-inclusive firm rate which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (m) **“GETS”** means Canada’s Government Electronic Tendering Services <https://buyandsell.gc.ca/>
- (n) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (o) **“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.
- (p) **“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.
- (q) **“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.
- (r) **“Member”** means any of the entities that make up a consortium or joint venture; and **“Members”** means all these entities.
- (s) **“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.
- (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) **“OECD/ DAC”** means Development Assistance Committee of the Organization for Economic Cooperation and Development.
- (v) **“Parties”** means the Bidder and DFATD.
- (w) **“Personnel”** means any employee and/or Sub-consultant of the Bidder (except Local Support Staff) assigned to perform professional, technical and/or administrative services under the Contract.
- (x) **“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.

- (y) **“Point of Contact”** means DFATD officer responsible for coordinating communication between Bidders and DFATD during the RFP.
- (z) **“Proposal”** means the technical and financial proposal submitted by a Bidder.
- (aa) **“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.
- (bb) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Data Sheet.
- (cc) **“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.
- (dd) **“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.
- (ee) **“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.
- (ff) **“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.
- (gg) **“Terms of Reference”** mean the document included in the RFP as Section 4.
- (hh) **“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.

***Integrity Regime***

- 1.5 In this RFP, the following terms used in relation to the Integrity Regime must be read to include the following words as defined in the RFP:
- a) Supplier in the Integrity Regime is to include Bidder and Consultant as defined in the RFP;
  - b) Subcontractor in the Integrity Regime is to include Sub-consultant and Contractor as defined in the RFP;
  - c) Canada in the Integrity Regime is to include DFATD, Her Majesty and Government of Canada as defined in the RFP;
  - d) Bid solicitation in the Integrity Regime is to include Request for Proposal as defined in the RFP;
  - e) Bid in the Integrity Regime is to include Proposal as defined in the RFP.
- 1.5.1 The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the Request for Proposal is issued, and all related directives in effect on that date, are incorporated by reference into, and form a binding part of the Request for Proposal. The Bidder must comply with the Policy and directives, which can be found at [Ineligibility and Suspension Policy](#).
- 1.5.2 Under the Policy, charges and convictions of certain offences against a Bidder, its Affiliates, as defined in the Policy, or first tier sub-consultants and contractors and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Bidders is contained in PWGSC’s Integrity Database, as defined in the Policy. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Bidders.
- 1.5.3 In addition to all other information, required in the Request for Proposal, the Bidder must provide the following:
- a) By the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
  - b) With its Proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates, and its proposed first tier sub-consultants and contractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Integrity Declaration Form](#)
- 1.5.4 Subject to subsection 1.5.5 by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:
- a) It has read and understands the *Ineligibility and Suspension Policy*;



- b) It understands that certain 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.

1.5.5 Where a Bidder is unable to provide any of the certifications required by subsection 1.5.4, it must submit with its Proposal a completed Integrity Declaration Form, as further described in 7.9 (c), which can be found at [Integrity Declaration Form](#).

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

## **2. Cost of Proposal preparation**

2.1 No payment will be made for costs incurred for the preparation and submission of a Proposal in response to this RFP. All costs associated with preparing and submitting a Proposal are the sole responsibility of the Bidder.

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

## **3. Governing Law**

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

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

**4.  
Bidders**

- 4.1 Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 4.2 All members of a consortium or joint venture must sign the resulting Contract and will be jointly and severally liable and responsible for the fulfillment and execution of any and all of the obligations of the resulting Contract.
- 4.3 Bidders must be eligible to participate in this RFP process.
- 4.4 Subject to paragraph 4.5, a Bidder is eligible to participate in this RFP process if it, including each Member if a Proposal is submitted by a consortium or joint venture, has the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder, including each Member, if a proposal is submitted by a consortium or joint venture, must provide, if requested by DFATD, a certified copy and translation of the original documentation, and any other requested supporting documentation, indicating the laws under which it is registered or incorporated together with the registered or corporate name and Place of Business. Any cost related to any such certification or translation is the sole responsibility of the Bidder. DFATD reserves the right to verify the certified copy of translation and to reject the Proposal in the event that the documents are found to be inaccurate or insufficient.
- 4.5 A Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise in the Recipient Country.

**One Bidder, One  
Proposal**

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

**5.  
Proposal  
Validity**

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

**6.  
Clarifications  
and Amendment  
of RFP  
Documents**

- 6.1 Bidders may request a clarification of any of the RFP elements no later than seven 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 nine 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 five Days before the original RFP Closing Date.

**7.  
Submission and  
Receipt of  
Proposals**

- 7.1 Proposals must be delivered to the following address:  
Department of Foreign Affairs, Trade and Development  
Distribution and Mail Services - AAG  
Lester B. Pearson Building  
125 Sussex Drive  
Ottawa, Ontario  
Canada  
K1A 0G2  
Attention to: Bid Receiving Unit - SGD

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

- 7.3 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 Proposal by DFATD. DFATD will not assume any responsibility for Proposals that are addressed to a location other than the one stipulated in the RFP and any such Proposals will not be accepted.

***Late Proposals***

- 7.6 Any Proposals received by DFATD after the closing date and time will not be considered and will be returned unopened.

- 7.7 DFATD requests that the Bidder's name and return address, RFP reference number (SEL number), project title and the RFP Closing Date are clearly visible on the envelope or parcel containing the Proposal.

- 7.8 Bidders are requested to present their Proposal on 8.5" X 11" or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.

- 7.9 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) Integrity Declaration Form (if applicable):  
If a Bidder is required by the Integrity Regime to complete an Integrity Declaration Form (the Form), as described in paragraph 1.5, the Bidder must place the completed Form(s) in a separate sealed envelope clearly marked “INTEGRITY DECLARATION FORM”, followed by the RFP reference number, project title and the RFP Closing Date. The complete Form(s) must be submitted to DFATD with the Bidder’s proposal. Upon receipt, DFATD will submit the envelope to PWGSC.
- (d) Outer envelope:  
Bidders are requested to place the envelopes containing the technical and financial proposals in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and the RFP Closing Date. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/ or marked as stipulated.

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

7.11 With the exception of paragraph 7.13, all Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule of the Government of Canada.

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

7.12 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:

- (e) submitted in accordance with paragraph 7.1-7.9 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (f) received by DFATD prior to the RFP Closing Date.

7.13 A Proposal that is requested to be withdrawn in accordance with paragraph 7.12 will be returned unopened.

**8.  
Preparation of  
Proposal**

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

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

***Language***

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

**9.  
Technical  
Proposal**

***Mandatory  
Forms to Be  
Provided***

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

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

***Certifications  
Required with the  
Proposal***

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

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

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

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

***Other Forms to  
Be Provided***

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

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

***Content  
presentation***

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

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

information contained in pages exceeding the specified limit.

- 9.8 As specified in the Data Sheet, Bidders are requested to:
- (a) provide a number of person-days that is equal to or higher than DFATD's minimum level of effort by individual Personnel position;
  - (b) provide a number of person-days that takes into account the number of person-days for executing the project as estimated by DFATD; or
  - (c) respect the fixed level of effort set by DFATD.
- 9.9 Unless otherwise expressed in the Data Sheet, alternative Personnel may not be proposed, and only one curriculum vitae can be submitted for each position. DFATD will not consider any proposed alternative Personnel in the Proposal evaluation.

**10.  
Financial  
Proposals**

- 10.1 All information related to Fees and Reimbursable Expenses must appear only in the financial proposal. The financial proposal must be prepared using form FIN-1. If a Bidder does not submit FIN-1 with its proposal or does not comply with the provisions of paragraph 10.5, Pricing Basis, the Proposal will be rejected.
- 10.2 The financial proposal must list all costs associated with the provision of the Services, including Fees for Personnel, and Reimbursable Expenses.
- 10.3 Personnel categories to be used:
- (a) Personnel assigned to the project in Bidder's country; or
  - (b) Personnel assigned to the project in Personnel's country.

**Reimbursable  
Expenses**

- 10.4 DFATD recognizes the following categories of Reimbursable Expenses:
- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed, but must not exceed the limits in the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca> :
    - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing up to the maximum of a full-fare economy airfare;
    - (ii) the cost of meals and incidentals allowance in respect of the Personnel for every Day in which the Personnel is absent from the Bidder's or Personnel's home office for purposes of the Services as well as private vehicle usage, not exceeding 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/work permit;
    - (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, not exceeding the limits in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive; and
    - (v) all other actual and Reasonable Costs considered legitimate project

expenses, in accordance with the provisions of the Directive referring to “travellers” rather than to “employees”.

- (b) any other reasonable expenses which are not considered to be Fees, overhead/ indirect costs and that are not included in the above categories, that are specified in the Data Sheet and required to carry out the project.

**Pricing Basis**

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

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

The following cost elements, if any, must be included in the all-inclusive firm Fees:

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

- Repairs and maintenance expenses;
- Review and negotiation of agreements;
- Salaries and fringe benefits related to the administration of the Bidder;
- Staff recruitment;
- Strategic planning activities;
- Travel;
- Workstations, including computers;
- Other indirect/ overhead type of expenditures related to the Bidder's office(s);
- Exchange rate fluctuation.

## (iv) Profit

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

- 10.6 The Fees must be expressed as fixed annual Fees by year (i.e. Year 1, Year 2, Year 3, etc).
- 10.7 The total cost of the individual Personnel is calculated by multiplying the average Fees for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual.

***Currency***

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

***Taxes***

- 10.9 Bidders are requested to exclude all Applicable Taxes from the price. Bidders, however, are requested to show the total estimated amount of Applicable Taxes in the financial proposal separately.
- 10.10 For the purpose of Proposal evaluation, all taxes are excluded.
- 10.11 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***

- 10.12 Cost of the Contract is comprised of the total Fees 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, 11.20, 12 and 13 from the time the Proposals are submitted to the time the Contract is awarded, the Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/ or financial proposal. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.
- 11.2 Except as otherwise specified in this RFP, DFATD will evaluate Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
- 11.3 DFATD's Proposal selection method is described in the Data Sheet.
- 11.4 Bidders are advised that proposals received as a result of this RFP will be evaluated by an evaluation team composed of representatives of Canada and



may also include representatives of the Recipient Country and other external experts such as consultants. All proposals will be treated as confidential, in accordance with paragraph 19, Confidentiality.

- Mandatory Procedural Requirements**
- 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.
- 11.6 Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.
- 11.7 Proposals that comply with all of the mandatory procedural requirements will be evaluated based on the evaluation criteria as specified in Section 5, Evaluation Criteria. Any Proposals not meeting the mandatory evaluation criteria will be rejected.
- Evaluation of Technical Proposals**
- 11.8 Proposals that comply with the mandatory evaluation criteria will be evaluated based on the rated criteria.
- 11.9 In their technical proposals, Bidders are requested to address clearly and in sufficient depth the rated criteria specified in Section 5, Evaluation Criteria, against which the Proposal will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. Bidders are requested to provide supporting data (for example, description of past experience, degrees, description of the Bidder's facilities, when applicable), to demonstrate their capability. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.
- 11.10 The Proposals that fail to achieve the minimum technical score for the rated criteria indicated in the Data Sheet will be rejected and the financial proposal will remain unopened.
- 11.11 Only work experience of the Bidder will be assessed. In case of a consortium or joint venture, unless otherwise specified in Section 5, Evaluation Criteria, the experience of any Member could be included in a Proposal as work experience of the Bidder. Nevertheless, when the evaluation requirement is demonstrated through number of years/months of experience, the cumulative experience of the Members cannot be used. For example, if the RFP requires five (5) years of experience in education, and both Members independently have three (3) years each, the experience requirement will not be met. For the purposes of evaluation, listing experience with no substantiation to describe where and how such experience was obtained may result in a score of zero.
- 11.12 Where Form TECH-6A, where applicable, is not provided with the Proposal, DFATD will, in its evaluation, treat the Proposal as though there was no one identified to carry out that specific element of the project. Where Form TECH-6B, where applicable, is not provided with the Proposal or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders must submit the completed TECH-6B within the timeframe specified in the notification. If the completed TECH-6B is not submitted within the specified timeframe, DFATD will treat the Proposal as though there was no one identified to carry out that specific element of the

project. In this paragraph, “improperly completed” means:

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

***Evaluation of  
Financial  
Proposals***

- 11.13 Financial proposal will 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 and Reimbursable Expenses will be considered in the financial evaluation.
- 11.15 The evaluation of financial proposals will be carried out in accordance with the Data Sheet.
- 11.16 Unless otherwise specified in the Data Sheet, Bidders are requested to include and price in their financial proposal (FIN-1) all Personnel 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 maximum funding is specified in the Data Sheet, the Bidder’s financial proposal must not exceed the maximum funding. If the Bidder’s Proposal exceeds the maximum funding, the Bidder’s Proposal will be rejected.
- 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.

***Price  
Justification -  
Fees***

- 11.20 Bidders must provide price justification, on DFATD’s request, and within the specified timeframe. Such price justification may include one or more of the following:
  - (a) A copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other customers, including but not limited to fee history of assignments that covers at least one hundred (100) person-days billed in twelve (12) consecutive months over the last two years;
  - (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) 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.

***Rights of DFATD  
in evaluation***

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

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

- (a) correct any computational errors in the extended pricing of Proposals by using unit pricing;
- (b) if there is an error corresponding to the addition or subtraction of 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 the paragraph 12.4. A Bidder that disagrees may withdraw its Proposal.

**13. Conditions of  
Contract Award**

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

**(a) Financial Capability**

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

- (i) audited financial statements, if available, or the unaudited financial statements for the Bidder's last three (3) fiscal years, or for the years that the Bidder has been in business if it is less than three (3) years (including, as a minimum, the balance sheet, the statement of retained earnings, the income statement and any notes to the statements);

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

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

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

**(b) Procurement Business Number**

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

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

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

**(d) Proof of Insurance**

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

consortium or joint venture, at least one Member must meet the insurance requirements.

**(e) 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.

**(f) Integrity Provisions**

The Bidder must:

- i. As required under the Policy, incorporated by reference through paragraph 1.5.1 of this RFP, verify the status of all proposed first tier sub-consultants and contractors before entering into a direct contractual relationship in accordance with the Policy section 16 by either making an enquiry of the Registrar of Ineligibility and Suspension in the case of individuals, or in the case of sub-consultants and contractors that are not individuals, consult the public Ineligibility and Suspension List found on the [Integrity Regime](#) website.
- 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. DFATD may initiate negotiations with the next highest-ranking Bidder.

**15. Personnel Replacement prior to Contract Award**

- 15.1 If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals is available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or 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 provide a replacement with equivalent or greater qualifications and experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not, at a minimum, achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.

- |   |      |  |
|---|------|--|
| <b>16. Performance Security</b>                             | 16.1 | To guarantee the Consultant's performance, ten (10) percent of the total Fees will be subject to a holdback. The application of the holdback is non-negotiable.  |
| <b>17. Notification/ Debriefing of unsuccessful Bidders</b> | 17.1 | After completing negotiations and awarding the Contract to the successful Bidder, DFATD will publish the award of the Contract on OECD/DAC website, GETS, DFATD website and whenever possible, official gazette of the Recipient country.  |
|   | 17.2 | Bidders may make a written request to DFATD to receive an oral or written debriefing on the strengths and weaknesses of the Bidder's own Proposal and to receive the marks obtained by the Bidder for each requirement of the technical component published in the evaluation grid and the marks obtained for the financial component. All costs related to oral debriefings, including but not limited to communication and/or transportation costs, are the responsibility of the Bidder.  |
|   | 17.3 | Bidders may also request the name of the successful Bidder, the total marks obtained by the successful Bidder in each of the categories of the technical component listed in Section 5, Evaluation Criteria, and the marks obtained by the successful Bidder for the financial component. Where the request involves a Bidder who is an individual, some information may qualify for protection under the <i>Privacy Act</i> .   |
| <b>18. Commencement of Services</b>                         | 18.1 | The Consultant is expected to commence provision of Services within the delay specified in the Data Sheet.   |
|   | 18.2 | The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by DFATD.   |
| <b>19. Confidentiality</b>                                  | 19.1 | Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the <i>Access to Information Act</i> , the <i>Privacy Act</i> and the <i>General Records Disposal Schedule of the Government of Canada</i> .  |
| <b>20. Rights of DFATD</b>                                  | 20.1 | DFATD reserves the right to: <ul style="list-style-type: none"> <li>(a) reject any or all Proposals received in response to the RFP;</li> <li>(b) enter into negotiations with Bidders on any or all aspects of their Proposal;</li> <li>(c) accept any Proposal in whole or in part without negotiations;</li> <li>(d) cancel the RFP at any time;</li> <li>(e) reissue the RFP;</li> <li>(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</li> <li>(g) negotiate with the sole compliant Bidder to ensure best value to DFATD.</li> </ul> |

## Instructions to Bidders

### DATA SHEET

<b>Paragraph Reference</b>	Note: The paragraph numbers indicated in the left hand column refer to the related paragraphs in the previous section, Instructions to Bidders
<b>Definitions (bb)</b>	The Recipient Country is Mali
<b>Definitions (dd)</b>	The RFP Closing Date is 2019-04-04 at 14:00 hrs, Eastern Daylight Saving Time (EDT)
<b>2.2</b>	Location of contract negotiation: Ottawa, Ontario, Canada
<b>5.1</b>	The Proposal validity period is 180 Days after the RFP Closing Date.
<b>6.2, 6.4, 11.1, 12.2, 12.5 and 13.1</b>	DFATD <b>Point of Contact</b> is: Nancy Levasseur Contracting Officer Email: Nancy.Levasseur@international.gc.ca
<b>7.2</b>	Bidder is requested to submit: <ul style="list-style-type: none"> <li>• Technical proposal: The original, three (3) copies and one (1) electronic copy (on USB key)</li> <li>• Financial proposal: The original, one (1) copy and one (1) electronic copy (on USB key)</li> </ul> <p>Technical and Financial Proposals must be separately bound. In the event of a discrepancy between the electronic version and the paper version, the original paper version prevails.</p>
<b>8.2</b>	Additional documentation is available: YES___ NO_X_
<b>9.6</b>	Cross-referencing is recommended: YES_X_ NO___
<b>9.8</b>	An estimated number of person-days for the project is: to be determined by the bidder
<b>9.9</b>	The Bidder can propose alternative Personnel: YES___ NO_X_
<b>11.3</b>	Selection Method: <b>Best value adjusted for cost:</b>  The technical proposal is awarded a maximum of 165 points or 70 percent of total possible 236 points, and the financial proposal is awarded a maximum of 71 points or 30 percent.  The evaluation of the financial proposal will be conducted in accordance with the method described in paragraph 11.15 Evaluation of financial proposals of the Data Sheet.

	<p>The financial proposal with the lowest evaluated dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis based on the lowest compliant financial price. For example, if the total financial score is 300 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 300 points for its financial proposal. All other technically compliant Bidders' financial score will be calculated as follow:</p> $\text{Bidder B's financial score} = \frac{\text{Bidder A's financial price}}{\text{Bidder B's financial price}} \times 300$ <p>The total evaluation point is the sum of the maximum technical points and the maximum financial points, which represents 236 points.</p> <p>Bidder whose Proposal obtained the highest combined technical and financial score will be invited for negotiation unless there is less than 1% of the total evaluation point between that Bidder and lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.</p>
<b>11.10 and 11.13</b>	The minimum technical score required is: 99 points. Only Proposals that achieve a minimum technical score are considered compliant.
<b>11.15</b>	<p><b>Evaluation of financial proposals</b></p> <p>The total of the financial proposal will be calculated by adding the sub-totals of costs related to the Bidder's all-inclusive firm Fees multiplied by the Bidder's level of effort for each position of Personnel proposed in accordance with FIN-1A and the sub-totals of Reimbursable Expenses in FIN-1B.</p>
<b>11.16</b>	The clause is applicable: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>11.17</b>	The maximum funding for the Contract resulting from this RFP is \$248,000.00CAD, excluding Applicable Taxes.
<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. 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> <p>4. War Risk Accidental Death and Dismemberment Insurance, for Personnel working in areas considered to be war zones. A war zone is defined as the combat zone where military operations are conducted, such as Afghanistan. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
<p><b>18.1</b></p>	<p>Expected date for commencement of consulting and professional services is no later than 30 days following the signature of the Contract.</p>

## Section 2. Technical Proposal - Standard Forms

### **Guidance to Bidders:**

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

### **Bidders Checklist**

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

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

<b>Mandatory Procedural Requirements</b>	<b>✓</b>
The Bidder is eligible to participate in this RFP as defined in ITB 4.3	
The Bidder has submitted only one Proposal in response to this RFP	
The Proposal validity is as per the Data Sheet 5.1	
The Proposal is submitted to: Department of Foreign Affairs, Trade and Development Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2 Attention to: Bid Receiving Unit - SGD	
The Proposal is submitted to DFATD no later than the RFP Closing Date indicated in the Data Sheet.	
The Bidder or, in case of a consortium or joint venture, each member of a consortium or joint venture has completed, signed and included TECH-1 Form in the Proposal.	
The Bidder or, in case of a consortium or joint venture, each member of consortium or joint venture has provided and complies with the certifications of TECH-2 Form from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications in TECH-2.	
The Bidder submitted a completed TECH-2 and TECH-3 Form with its Proposal.	
The Bidder has demonstrated compliance with each of the mandatory criteria, if any, specified in Section 5, Evaluation Criteria.	
No information related to Fees and Reimbursable Expenses appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.5).	
The financial proposal is expressed as fixed Fee by year (i.e. Year 1, Year 2, etc...) and is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder's Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 11.12, 11.20, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.1	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

2. **Other requirements:**

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

<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 and is the font size at least equivalent to Arial 10 or Times New Roman 11?		
Have the original and all copies of the technical proposal been placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?		
Have the original and all copies of the financial proposal been placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL", followed by the RFP reference number, project title and the RFP Closing Date?		
If required, has an Integrity Declaration Form been submitted in accordance with paragraph 7.9 (c)?		
Have the envelopes containing the technical and financial proposals been placed in an outer envelope and sealed?		
Does the outer envelope bear: <ul style="list-style-type: none"> <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 7.12?		
<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 the TECH-4 according to the specified format?		
Has the Bidder completed and included all TECH-5 forms according to the specified format?		
Has the Bidder completed and included all TECH-6 forms according to the specified format?		
Has the technical proposal clearly and in sufficient depth addressed the rated requirements against which the Proposal is evaluated?		
Does the technical proposal conform to the specified page limits as indicated in Section 5, Evaluation Criteria?		
<b>Financial Proposal</b>		
Does the Bidder's price exclude all Applicable Taxes? Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimate amount in the financial proposal separately.		

## FORM TECH-1 Acceptance of Terms and Conditions

### *Guidance to Bidders:*

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

The Proposal to the Department of Foreign Affairs, Trade and Development for the provision of Services in relation to the Sector Evaluation of the Food Security and Rural Development (FS/RD) Interventions of the Bilateral Program in Mali.

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

Person authorized to sign on behalf of the Bidder:

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

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

### Eligibility Certification:

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

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

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

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

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

Member in Charge

## FORM TECH-2 Certifications

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

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

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

### **1. INTEGRITY PROVISIONS**

1.1 Subject to subsection 1.2, by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:

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

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

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

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

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

### **3. ANTI-TERRORISM REQUIREMENT**

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

Details of listed entities can be found at <http://www.publicsafety.gc.ca/>. The Office of the Superintendent of Financial Institutions (<http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx>) lists are subject

to the Regulations Establishing a List of Entities made under subsection 83.05(1) of the *Criminal Code*, and/ or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (RIUNRST) and/or *United Nations Al-Qaida and Taliban Regulations* (UNAQTR).

#### **4. INTERNATIONAL SANCTIONS**

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

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

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

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

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

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

3. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. Where DFATD intends to reject a bid under this section, DFATD 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 unfair advantage exists.

#### **6. LANGUAGE CAPABILITY**

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

#### **7. EDUCATION AND EXPERIENCE**

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

## **8. AVAILABILITY OF RESOURCES**

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

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

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

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

## **10. CERTIFICATION APPLICABLE TO CANADIAN BIDDERS ONLY**

### **10.1 FORMER CANADIAN PUBLIC SERVANT CERTIFICATION**

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

#### **Definitions**

For the purposes of this certification,

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

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

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

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

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It

does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police*

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

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

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

If so, the Bidder must provide the following information:

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

**Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including 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 the case of a consortium or joint venture, each Member must comply with the above requirement.

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

## FORM TECH- 4 Bidder's Experience

***Guidance to Bidders:***

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

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

## **FORM TECH-5 Methodology**

***Guidance to Bidders:***

Bidders are required to use the following TECH form(s) as part of their technical proposal

TECH-5A, Resource Allocation;

**FORM TECH-5A  
Resource Allocation**

**TABLE: RESOURCE ALLOCATION**

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

**FORM TECH- 6**  
**Personnel**  
**FORM TECH-6A**  
**Curriculum Vitae for Proposed Personnel**

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

## FORM TECH- 6B

### Commitment to Participate in the Project

***Guidance to Bidders:***

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

#### 1 REFERENCE

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

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

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

#### 3 DECLARATION OF INDIVIDUAL

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

## FORM TECH- 6C Description of Years of Experience

**Guidance to Bidders:**

The Bidder is requested to complete this TECH 6C to demonstrate the years of experience for each of the proposed resources.

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

**FORM TECH-6D  
Team Composition**

**Guidance to Bidders:**

The Bidder should provide the following information on the composition of the Evaluation Team: Evaluation Team Leader, Sector Specialist(s) .

**Maximum two (2) pages.**

Name	Position	Evaluative Skills and Thematic Knowledge	Tasks and Responsibilities	Level of Effort (days)
	Evaluation Team Leader	• • •	• • •	
	Sector Specialist(s)	• • •	• • •	



### Section 3. Financial Proposal - Standard Forms

#### FORM FIN-1

#### TOTAL COST

**Guidance to Bidders:**

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

#### FORM FIN-1A

#### COST OF PERSONNEL IDENTIFIED BY THE BIDDER IN ITS METHODOLOGY

**Guidance to Bidders:**

Bidder must provide a firm all-inclusive daily rate and an estimated level of effort (LOE) for all positions of Personnel identified in its methodology.

Personnel Resource Name	Personnel Position	Firm all-inclusive daily Fees \$	Total LOE Estimated by the Bidder (Days)	Sub-Total Estimated Cost
<b>TOTAL COST for FIN-1A (exclusive of any taxes)</b>				

## FORM FIN-1B REIMBURSABLE EXPENSES

**Guidance to Bidders:**

The Bidder is requested to include all Reimbursable Expenses related to the project in the table below.

Bidder is to include inflation, if any, in their cost line items.

### Indicative Reimbursable Expenses

	Description	Units	\$, Per Unit	Sub-total, \$
	<b>Travel and Living</b>			
	Transportation			
	Meals, incidentals and private vehicle			
	Visa costs			
	Accommodation			
	Other			
	<b>Communication costs</b>			
	<b>Translation and reproduction costs</b>			
	<b>Local transportation</b>			
	<b>Other (specify)</b>			
	<b>Grand Total</b>			

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

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

**Sector Evaluation of the  
Food Security and Rural Development (FS/RD)  
Interventions of the  
Bilateral Program in Mali  
2014–2018**

**Mali Development Program Sub-Saharan Africa Branch  
Department of Foreign Affairs, Trade and Development Canada**

**LIST OF ACRONYMS**

CIDA:	Canadian International Development Agency
DFATD:	Foreign Affairs, Trade and Development Canada
FTP:	Financial and Technical Partner
GE:	Gender Equality
LM:	Logic Model
LoE:	Level of Effort
OECD/DAC:	Organisation for Economic Co-operation and Development/Development Assistance Committee
PMF:	Performance Measurement Framework
PTA:	Project Technical Authority
RBM:	Results-Based Management
ToR:	Terms of Reference

## **1 Rationale, purpose and Specific objectives of the evaluation**

### **1.1 Rationale and Purpose of the Evaluation**

Between 2014 and 2018, by investing nearly \$100 million through seven projects, Canada became one of the main funders of bilateral cooperation in Mali in support of the food security and rural development (FS/RD) sector. This support was structured through a diversified programming approach targeting the complementarity and synergy among the different interventions to help implement a sectoral approach. Furthermore, the bilateral program is currently in a new programming planning phase, since all these initiatives will be completed within the next two years.

In this context, the bilateral development program team considers that a sector evaluation (financed by the assistance budget) would be useful and would result in:

- Identifying and notifying stakeholders in Mali about the key components promoting complementarities between projects and the synergies and leverage effects contributing to the transition to the sectoral approach in the implementation of food security and rural development policies and programs;
- Providing elements for reflection and to instruct and guide policy dialogue between the Malian stakeholders (Government of Mali [GoM], civil society organizations, etc.) and the international development stakeholders (FTPs, international non-governmental organizations [INGOs], etc.) working in Mali, including DFATD;
- Providing options to guide the planning of the new programming by equipping the structures of the Malian ministries in the sector, as well as the civil society organizations and Malian technical partners working in the field, and the Canadian or international executing agencies involved in the delivery or interested in becoming involved in supporting the development of the FS/RD sector in Mali.

The users of this evaluation will be the Malian stakeholders, the implementing agencies and DFATD.

### **1.2 Specific Objectives of the Evaluation**

The specific objectives of the evaluation are the following:

- Determine the key components that contributed to synergies and/or complementarities between the projects and beyond (catalyst) the expected results of these projects in the intervention sectors;
- Determine the key components that hindered synergies and complementarities between the projects in the intervention sectors;
- Evaluate the results achieved in the food security and rural development sector in Mali;
- Evaluate the integration of gender equality in the implementation of food security and rural development sector programming and the most significant outcomes;
- Determine findings, conclusions, recommendations and lessons to achieve the purpose indicated above.

## **2 BACKGROUND INFORMATION**

### **2.1 Evaluation Object**

The following sub-sections briefly describe the context of the development intervention, the development intervention being evaluated (the evaluation object), the intervention logic and stakeholders.

#### **2.1.1 Development Context**

The serious multidimensional crisis that has been affecting Mali since 2012 is not resolving as quickly as expected. The Agreement on Peace and Reconciliation, signed in June 2015 in Algiers, is in a deadlock

and the areas of insecurity now extend to a large part of the north and centre of the country. It is in this context that Canada's development program in Mali has in recent years addressed the various identified causes for this vulnerability, all while focusing its efforts on the following: 1) improving maternal and child health; 2) improving access to and the quality of education; 3) food security and agricultural productivity; 4) improving the governance of public institutions (office of the auditor general [OAG], public reforms, strengthening justice) and civil society institutions, and 5) promoting gender equality with a significant contribution since, after resuming its bilateral cooperation in February 2014, Canada has become as of 2015 the 3rd bilateral development partner in Mali again, with a disbursed annual budget of around \$90 million, making Canada's bilateral cooperation program in Mali one DFATD's largest ones.

With respect to implementation of the Growth and Poverty Reduction Strategy Paper (GPRSP), now the framework for economic growth and sustainable development (CREDD), the objective of the current programming of Canada's bilateral development program in Mali is to reduce poverty and encourage equitable and sustainable development for the benefit of Malians. Canada's 2014–2019 Bilateral Development Strategy in Mali proposes achieving this objective by improving basic health and education services, promoting rural development and increasing food security, and by strengthening the justice system and governance of the country, all while taking into account the cross-cutting principles of environmental sustainability and gender equality. The expected intermediate outcomes are as follows:

- Improved access for Malians to environmentally friendly, quality basic services that meet their needs, particularly those of women, newborns, children and youth.
- Increased, sustainable and equitable agricultural production and productivity for farmers, particularly women.
- Increased effectiveness of public institutions and civil society organizations in terms of justice, control and sustainable socio-economic development, while taking into account equality between women and men.

Canadian cooperation in the FS/RD sector between 2014 and 2018 also falls within an intervention context that continues to face numerous challenges and obstacles, the main ones being as follows:

#### ***Intervention setting***

- Extreme poverty in rural areas and the food security and nutritional situation
- The environmental constraints and geographic isolation of the production areas
- An expansion of the growing situation of insecurity that is reaching areas with strong production potential.
- Inequality between women and men: access to resources (land, water), equipment, financing, inputs

#### ***Stakeholders***

- Institutional and political instability with six cabinet changes since 2013
- Sector governance: lack of strategic vision—management of the PNISA [national agricultural sector investment program] in a reactive mode based on FTP interests and non-operationalization of the sector's funding mechanisms (e.g. Fonds national d'appui à l'agriculture (FNAA))
- The poor capacity for coordination among national GoM actors (MA, SPC, DNA, DNGR, CSA) and intervention on the ground in the nation's decentralized regional (decentralized services) and local services;
- The weakness of the private sector and rural organizations
- Illiteracy that affects a large majority of the rural population, women in particular
- The lack of FTP coordination and tentative support for implementing program approaches

### 2.1.2 Description of Canadian food security and rural development programming in Mali

With 25 percent of the bilateral aid envelope of the Mali Program, seven operational initiatives totalling over \$170 million for the 2014–2019 period (of which nearly \$100 million is for irrigation), Canada remains one of Mali’s main bilateral donors (about \$30 million in annual disbursements between 2015–2018). Encouraging a holistic approach and complementary initiatives for integrated sector development, Canada became involved with a commitment supporting policy dialogue with the GoM and cooperation and coordination with other FTPs that support the sector:

- Food security and rural development has gradually come to be a key sector of the Canadian cooperation partnership with the Malian authorities over the last four years. In fact, since February 2014 (reactivation of the development program and direct transfers to the GoM), Canada has been actively associated with the decision-making process with respect to food security in Mali.
- Canada is an active member of the Groupe thématique Économie Agricole et Rurale (GTEAR) and coordinated the Sous-Groupe Irrigation (SGTI) with the European Union for over three years, from December 2014 to January 2018.
- Canada is also an active member of the Groupe Thématique Sécurité alimentaire et nutrition (GTSAN) and the various coordination and monitoring steering bodies of the Conseil National de Sécurité Alimentaire (CNSA), the Comité de Coordination de Suivi des Politiques et Programmes de Sécurité Alimentaire (CCSPPSA) that prepares the annual sessions of the CNSA, the Commission Mixte de Concertation État/FTP and its technical committee and the FTPs’ food security and nutrition consultation sub-group.
- Canada is also a signatory of the Memorandum of Understanding between the state and the main FTPs acting in food security in 2016, and is a member of the Commission mixte de concertation and the technical committee for implementing the National framework for Food Security Reforms or le Dispositif national de la Sécurité alimentaire (DNSA).
- Canadian cooperation made the strategic decision to help in the institutional strengthening of the Commissariat à la Sécurité Alimentaire (Food Security Commission) (CSA). This support consisted of favourably answering the GoM’s request to support the CSA in the development of the Politique Nationale de Sécurité Alimentaire et Nutritionnelle (PoINSAN).
- In policy dialogue with the GoM, and in close cooperation with other FTPs, Canada endeavoured to emphasize the programming approaches that promote synergy and the complementarity of efforts and aim to strengthen the management and coordination capacities of national trusteeship structures. Thus, Canadian programming delivery mechanisms prioritized initiatives aimed at bringing together financial means, human resources and implementation strategies based on national programs.
- Since gender equality is a cross-cutting theme that affects all the projects in its programming, Canada also tried to ensure some leadership in promoting, raising awareness and incorporating gender equality in the policy dialogue regarding the rural development sector. It also argued for the GoM and FTP communities to systematically handle gender equality challenges;

The approach recommended by DFATD for food security initiatives should result in concrete responses to the main challenges identified in the various national development plans that cover agriculture and food security, thanks to the recognized experience and expertise of Canadian, Malian and international partners. Thus, food security programming became ongoing, based on the lessons learned from the past, while adapting to the new realities of a country that is decidedly engaged in an economic recovery process, while taking into account the needs of the most vulnerable populations. Canada therefore continued to support food security and encourage economic and rural development by increasing access to financial products adapted to needs and to environmentally friendly agricultural infrastructure and inputs. Canadian cooperation also helped strengthen the capacities of agricultural and rural stakeholders to contribute to rural economic development, all while taking into consideration the issues of gender

equality, the environment, climate change and nutrition. All these supports use different contractual and financial mechanisms: 1) Delegated cooperation arrangements with GIZ and KfW for REAGIR; ii) Grant arrangements with multilateral agencies like the WFP for VITAL and IFAD for AFIRMA; iii) Contribution agreements with Canadian executing agencies like Laval University for FASAM, DID for FARM and SOCODEVI for FEERE DYARRA; iv) Contribution agreement with a Malian institution for PAON should help improve agricultural production and productivity and is in line with the country's policy direction like the *Loi d'orientation agricole (LOA)*, *Politique de développement agricole (PDA)*, *Stratégie Nationale de sécurité alimentaire*, *Programme national d'irrigation de proximité (PNIP)* and the GPRSP/CREDD.

### 2.1.3 Description of bilateral program in Mali's food security and rural development projects

The portfolio of projects covers four themes: i) irrigation, ii) strengthening capacity, iii) rural microfinance and iv) food security and resiliency. The table below presents the seven projects in the sector, followed by a short description of each project. These projects were implemented during the September 2014–2018 period. (Six projects are still operational in 2018, and one was completed in 2017):

**Table I – List of projects targeted by the food security/rural development sector evaluation**

Sub-sector: Strengthening capacities				
Title	Location	Objectives	Funding Mechanism	Partners
<b>Agricultural Training for Food Security in Mali (FASAM)</b> Can\$19.9 million 2014 to 2020	Koulikoro, Sikasso, Bamako	Increase the technical and educational capacities of the agricultural training system in Mali.	Contribution Agreement	<b>Canadian Partners:</b> Consortium of three agencies: Laval University (lead), Alfred Campus and Éducation Internationale <b>Malian Partners:</b> Ministries of agriculture, national education, vocational training and employment, and higher education and scientific research, IPR Katibougou, the Centre d'apprentissage agricole (agricultural learning centre) (CAA) in Samanko and the Malik Sidibé vocational training institute in Koutiala for technical training and the Centres de formation professionnelle (CFP) in Badougou Djoliba, Missabougou and Yorosso for vocational training.
<b>Feere Diyara – “Marketing was good”</b> Can\$14.2 million 2014 to 2019	Ségou, Mopti, Koulikoro, Sikasso	Strengthen the capacities of rural organizations to improve growers' access to agricultural services and markets and increase the production and marketing of agricultural products.	Contribution Agreement	<b>Canadian Partners</b> The Alliance agricole internationale / consortium of three agencies: (SOCODEVI (lead), UPA/ID, CECI) <b>Malian Partners:</b> Ministry of Agriculture; DNA; APCAM; Chambres régionales d'agriculture (regional agricultural councils)
Sub-sector: Irrigation —Agricultural production				
<b>Office du Niger support project (PAON)</b> Can\$20 million 2016 to 2020	Ségou	Contribute to the rehabilitation and development of hydro-agricultural infrastructures in the Office du Niger zone in order to increase agricultural production in Mali.	Contribution Agreement	<b>Malian Partners:</b> Ministry of Agriculture; Office du Niger
<b>Strengthening Irrigated Agriculture in Mali (REAGIR)</b> Can\$75 million 2014 to 2019	Mopti, Koulikoro, Ouélessébougou	Increase agricultural production and food security through local irrigation.	Delegated cooperative arrangements with GIZ and KfW	<b>International Partner:</b> German cooperation (BMZ, GIZ and KfW) <b>Malian Partners:</b> Ministry of Agriculture; DNGR; DNA; DNACPN



<b>Sub-sector: Microfinance</b>				
<b>Agriculture &amp; Rural Financing in Mali (FARM)</b> Can\$18.91 million 2014 to 2019	National	Increase producers' access to financial services suited to the development needs of the rural sector.	Contribution Agreement	<b>Canadian partners:</b> Consortium of two agencies: DID (lead) with the Financière agricole du Québec – Développement international (FAQDI) <b>Malian partners:</b> Ministry of Investment and Private Sector Ministry of Economy and Finance; Ministry of Agriculture; Microfinance institutions (DFS)
<b>Support to Inclusive Rural Financing in Mali (AFIRMA)</b> Can\$12.7 million 2014 to 2019	National	Expanding microfinance services to poor Malians in rural Malian areas.	Grant Arrangement	<b>International Partner:</b> IFAD <b>Malian partners:</b> Ministry of Investment and the Private Sector Ministry of Economy and Finance; Ministry of Agriculture; Microfinance institutions (DFS)
<b>Sub-sector: Food security and resiliency</b>				
<b>VITAL</b> Can\$10 million 2015 to 2017 (project complete)	National	Improve vulnerable populations' access to livelihoods, help strengthen the resiliency of food-insecure communities and households and promote local purchases of cereals with small producers thereby increasing their income	Grant Arrangement	<b>International Partner:</b> WFP <b>Malian Partners:</b> Food Security Commission (CSA)

### **Strengthening Irrigated Agriculture in Mali (REAGIR 2014–2019)**

**Total budget: \$75 million:** \$74.5 million for two delegated cooperative arrangements (\$14.9 million with GIZ and \$59.6 million with KfW) + \$0.5 million under DFATD management (for follow-up – evaluation)

The initiative supports Mali's Programme National d'Irrigation de Proximité [national local irrigation program] (PNIP), through two cooperative arrangements, delegated by German cooperation with the GIZ for technical cooperation (TC) and the KfW for financial cooperation (FC) under the coordination of Germany's Federal Ministry for Economic Cooperation and Development (BMZ). With respect to the national aspect, the Ministry of Agriculture is responsible for the project trusteeship, and the Direction Nationale du Génie Rural [national directorate of rural engineering] (DNGR) is responsible for technical coordination. REAGIR is aimed at relaunching sustainable economic development through irrigated agriculture to increase food and nutrition security by increasing agricultural production, mainly in the Mopti and Koulikoro regions through two main components:

- Component 1: Support for agricultural production targeting the delivery, consolidation and rehabilitation of irrigation schemes – IS (Périmètres Irrigués Villageois – PIV, ponds, micro-dams, weirs) and strengthening local irrigation stakeholders' technical and organizational institutional abilities so that they can better coordinate the sub-sector and better manage water and soil fertility, improve grain and vegetable production and protect their IS from erosion;
- Component 2: Support for the enhancement of agricultural products. This involves developing infrastructure that facilitates marketing (rural roads, storage facilities). The actions are completed by enhancing agricultural production from local irrigation (IP) through strengthening the capacities of farmers—women in particular—with respect to the use of good agricultural practices, post-harvest conservation, processing and marketing of agricultural products, and supporting the institutional structure and the emergence of entrepreneurs in the agricultural and agri-food industry in terms of rural organizations, particularly those of women.

### **Office du Niger support project (PAON: 2016–2020)**

**Total budget: \$20 million** Total budget: \$18.7 million for the Office du Niger (ON) and \$1.2 million under the direct management of DFATD (follow-up/evaluation and audit and technical advisors + technical assistance and study)

This project consists of DFATD's financial support to the Office du Niger to implement some priority activities identified in the ON's 2008–2012 and 2014–2018 contract-plans. Complementary to support from other FTPs working in the ON zone, the PAON is used to fund the two main components, which are as follows:

- Component 1: Rehabilitation of productive infrastructures with the purpose of helping increase agricultural production capacities. Given the challenges related to the management and availability of water resources, rehabilitating the areas was preferred over expanding into new territories. Apart from the increase in productivity, this choice also helps increase the effectiveness of the network (significant reduction in the amount of water used) and water management. The ON will use the bulk of DFATD's contribution (Can\$18.5 million) to fund work to rehabilitate the hydro-agricultural infrastructure of the Molodo-Centre plot (M2 to M5). Support is also planned to re-update studies on upgrading the Sossé-Sibila irrigation area with full water control.
- Component 2: Institutional support – Capacity building, knowledge and tools, the objective of which is to improve the governance of the ON zone, therefore contributing to strengthening its technical and institutional capacities. For this component, Canada will give the ON access to human and financial resources that allow the implementation of core activities, complementing the initiatives of other FTPs. Among other things, this component will make it possible to recruit ad hoc technical specialists, to conduct strategic studies, and to provide logistical support (vehicles, computers, and other equipment). This component also aims to build the capacities of ON officers, producers (women and men) and their organizations in water management and mastering sustainable production techniques and technologies.

### **Support to inclusive rural financing in Mali project (AFIRMA: 2014–2018)**

**Total budget:** \$12.7 million

Co-financed with the International Fund for Agricultural Development (IFAD), AFIRMA is part of the rural microfinance program in Mali and focuses on three aspects: 1) Guaranteeing compliance with the regulatory framework through the microfinance institution control and monitoring unit; 2) Facilitating the promotion and development of the sector by the professional association representing microfinance institutions in Mali; 3) Contributing to building the abilities of microfinance institutions as a driver of development to reach the most vulnerable population groups: women and youth. These proposed activities are aimed at consolidating the capacity building of regulatory structures, and the promotion and viability of microfinance institutions in Mali.

### **The Agriculture and Rural Financing in Mali project (FARM: 2014–2019)**

**Total budget:** \$18.9 million

The purpose of the FARM project is to increase productivity in the agricultural sector in Mali in the regions of Ségou, Sikasso and Koulikoro and the district of Bamako by implementing an agricultural funding strategy based on: i) the professionalization of financial institutions and insurance for prudent and concerted action, ii) a loan guarantee program to promote financial institutions' participation in funding agriculture and iii) a crop insurance program to prevent decapitalization among agricultural producers. By developing an offer of secure financial services, access to agricultural credit will improve. Agricultural entrepreneurship and the creation of agri-food jobs will also be stimulated.

### **Agricultural Training for Food Security Project in Mali (FASAM: 2014–2019)**

**Total budget:** \$19.9 million

The purpose of the FASAM project is to support six technical, professional and higher education agricultural training institutions that offer revised and improved training programs with respect to the main agricultural challenges in Mali. These are the Institut polytechnique rural / Institut de formation pour la recherche appliquée (IPR/IFRA) in Katibougou for higher and technical education; the Centre d'apprentissage agricole (CAA) in Samanko and the Malik Sidibé vocational training institute in Koutiala for technical training; and the Centres de formation professionnelle (CFP) in Badougou Djoliba, Missabougou and Yorosso for vocational training. Students at the targeted training institutions will have access to a competent and dynamic teaching staff. The project aims to strengthen management of the targeted institutions and to offer students practical internships.

### **Marketing was Good project (Feere Diyara: 2014–2019)**

**Total budget:** \$14.2 million

The purpose of the FEERE DYARA project is to reduce poverty rates among grain and vegetable producers in the Koulikoro, Mopti, Sikasso and Ségou regions through efforts to integrate dimensions of sustainable and equitable development by strengthening the capacities of cooperatives and related associations (C/AA) to ensure better access for their members to quality products and services; quality packaging and processing infrastructure and the improvement of their marketing conditions. To achieve its goals, the project is focused on improving the marketing of the surplus grain and vegetables of C/AA member, improving collective products and services offered to members and building the capacities of Chambres d'agriculture representatives (national and regional) and service providers. The project is implemented by the Alliance Agricole Internationale (AAI) consortium, comprised of UPA-ID, CECI and SOCODEVI (project lead).

### **The food for work, infrastructure and local cereal purchases (VITAL: 2016–2017)**

**Total budget:** \$10 million

The objective of the VITAL project is to improve access to livelihoods for vulnerable populations, to help build resilience of food-insecure communities and households and promote the purchase of local cereals from small producers to thereby increase their income in the regions of Kayes, Koulikoro, Ségou and Mopti. Moreover, the project was to allow the GoM to build its capacities to develop a national food and nutrition security policy as part of a comprehensive reform to better manage the national mechanism for food security. The three areas of activity of the VITAL project are:

- Supporting the creation and rehabilitation of productive agricultural infrastructures. Use of the food assistance for assets approach, whose two components are: i) transfer of food, cash or food vouchers to participants working in building or rehabilitating productive assets; distribution of about 1,370 tons of foodstuffs and money transfers (\$1,487,070) to 52,000 people (25,740 women and 26,260 men) participating in construction work and the rehabilitation of productive assets in exchange for their participation; ii) supporting the creation and rehabilitation of productive agricultural assets, particularly retaining reservoirs, dam bridges, levees/dikelets, market garden areas, fish ponds, development and stocking of ponds in fish, rural roads, establishment of school yards, agro-forestry areas and other environmental protection actions, etc.
- Promoting local cereal purchases and building the capacities of small producers. This component involves: building the capacities of agricultural producers who are members of about 24 rural organizations through marketing training, improvement of the quality of products or even the construction of warehouses and the provision of post-harvest equipment (thresher, scales, etc.); ii) Local purchase of a portion of the WFP food basket's foodstuffs via the "Purchase for Progress" (P4P) initiative, about 1,053 tons of food products, particularly from agricultural producer

organizations that participate in other DFATD initiatives in Mali, like the Feere Diyara and REAGIR projects.

- Supporting the GoM, particularly to build the capacities of the Food Security Commission (CSA) for a comprehensive reform of the national mechanism for food security, including the development of a national food and nutrition security policy.

#### 2.1.4 Stakeholders

Stakeholder consultation is fundamental to the Department of Foreign Affairs, Trade and Development (DFATD) evaluations of development interventions; therefore, the Consultant must ensure that stakeholders are consulted throughout the evaluation process. Note: **the Consultant will NOT share draft deliverables with stakeholders without DFATD's approval.** This is required to ensure a robust quality assurance throughout the evaluation process.

The stakeholders to consult will be the ones on the ground involved in project implementation and follow-up and those in the FS/RD sector in Mali.

##### a) Project players

###### *Co-operation partners (executing agencies or implementing organizations)*

- German cooperation (GIZ and KfW under BMZ trusteeship) for the REAGIR and PAIP projects
- IFAD for the AFIRMA project
- Office du Niger for the PAON project
- DID and FAQDI for the FARM project
- The Alliance internationale (SOCODEVI-CECI-UPA/ID) for the Feere Diyara project
- The consortium composed of Laval University, Collège Boréal and Éducation Internationale for the FASAM project
- WFP for the VITAL project

###### *Primary stakeholders (direct beneficiaries)<sup>1</sup>*

- Rural organizations (C/AA), CRA, DNA, DRA, APCAM (FEERE DIYARA)
- DFCs (FARM, AFIRMA)
- Training centres (IPR-Katibougou, CFP, CAA) (FASAM)
- The DNGR, the DNA and their decentralized services, private businesses, management committees (PAIP/REAGIR)

###### *Donor organizations*

- IFAD (AFIRMA)
- German cooperation – BMZ/GIZ and KfW (REAGIR)

##### b) FS/RD sector

###### *Government of Mali FS/RD structures*

- Ministry of Agriculture (FS/RD sector: MA, CSA, ON, DNGR)
- Food Security Commission (CSA)
- Ministry of Investment and the Private Sector
- Ministry of Environment
- Ministry of Women's Empowerment and the Family

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<sup>1</sup> Primary stakeholders must be disaggregated by sex whenever possible and appropriate.

**FTPs**

- WFP
- FAO
- IFAD
- World Bank
- ADB
- USAID
- DEU
- Netherlands
- LuxDEV
- Denmark
- Belgium
- Swiss cooperation
- Spanish cooperation
- German cooperation (BMZ–GIZ–KfW)
- Spain

**2.2 Evaluation Scope**

The evaluation will cover the 2014–2018 period and all the projects briefly described in section 2.1.3.

**3 EVALUATION Questions**

NOTE: The evaluation is not (and should not be) structured based on the criteria adopted by the Development Assistance Committee (DAC) of the OECD to evaluate development assistance activities such as relevance, efficiency, effectiveness and sustainability because the purpose of this evaluation is not accountability, but to understand causality (cause-effect relationship).

The key questions of the evaluation are as follows:

1. What key elements contributed to synergies and/or complementarities between the projects?  
Among these key elements, which contributed to results (catalyst) beyond those expected for each of the seven projects?
2. What key elements hindered synergies and complementarities between the projects in the intervention sectors?
3. Explain if and how the portfolio projects contributed to:
  - a. implementing the sectoral approach in the area of food security and rural development.
  - b. creating synergies and complementarities with the interventions of other FTPs.
  - c. improving the effectiveness of the policy dialogue with the GoM.
  - d. advancing equal participation of women and men as decision-makers.
  - e. economically empowering women.
  - f. reducing gender inequalities with respect to access to resources and the advantages associated with development in the FS/RD sector.
  - g. advancing the status and position of women to become agents of change in the FS/RD sector.

**4 ROLES AND RESPONSIBILITIES****4.1 DFATD**

This sector evaluation is commissioned by Canada's bilateral development program in Mali and will be carried out under the coordination of the sector head of the FS/RD/economic growth team in service of everyone who has to ensure that the mission and interaction with the various stakeholders involved in this evaluation go smoothly. Among other things, the sector team shall provide the information that is

necessary for the evaluation and facilitate contacts, as well as review the ToR, the mission book and the various reports associated with carrying out the mandate.

The sector head, as the project technical authority (PTA) for this evaluation, will be responsible for the following:

- Promoting the sectoral nature of the evaluation, which is not a total of project evaluations;
- Acting as key point of contact for the Consultant;
- Revising, commenting on and approving the deliverables;
- Facilitating access to all documentation and the point of contact deemed relevant for the evaluation process;
- Ensuring that the deliverables meet the OECD/DAC Quality Standards, in cooperation with DFATD's Diplomacy, Trade and Corporate Evaluation Division and with sector and thematic specialists as needed;
- Sharing the deliverables with the primary stakeholders;
- Collecting comments from stakeholders on the draft evaluation report;
- Including management's response in the final evaluation report;
- Including stakeholders' comments reproduced verbatim, if applicable;
- Disseminating the evaluation.

## **4.2 The Consultant**

The Consultant must conduct the evaluation in compliance with the OECD/DAC (2010) Quality Standards for Development Evaluation and best evaluation practices.

The consultant will have the following responsibilities:

- Ensure that all deliverables comply with the OECD/DAC 2010 Quality Standards for Development Evaluation;
- Adopt a methodology compatible with the sector evaluation;
- Conduct the evaluation according to the work plan approved by the PTA;
- Prepare and submit deliverables to the PTA for review and approval;
- Regularly report progress to the PTA;
- Establish a joint team composed of international and local consultants with the required skills, subject to approval by the PTA; and
- Ensure quality control of all deliverables.

Note: The Consultant is fully responsible for managing all aspects of local consultants' participation and administration. Accountability for the local consultants falls solely on the Consultant.

## **5 Evaluation Process**

### **5.1 Start-up Meeting**

The Consultant must attend (in person or via a tele or video conference) a start-up meeting with:

1. the PTA in charge of managing the contract and
2. a member of the Evaluation Services Unit of the Diplomacy, Trade and Corporate Affairs Evaluation Division.

The purpose of this meeting is to ensure that:

- Participants understand DFATD (1) expectations with regards to the quality of Evaluation deliverables and (2) quality assessment processes and timelines;
- The Consultant has the opportunity to ask for clarifications of the mandate.

## 5.2 Work plan

The Consultant<sup>2</sup> will prepare a work plan that will operationalize and direct the evaluation. The work plan must follow the outline provided in Annex 1.1. Once approved by the PTA, the work plan will serve as the agreement between the parties on how the evaluation is to be carried out. It is important to note that the work plan completes but does not contractually replace the Statement of Work in the Contract.

The work plan will be elaborated based on the information presented in this ToR to bring greater precision to the planning and design of the evaluation. It will be based on a preliminary review of the documentation, discussions with key stakeholders, literature review, etc.

The following paragraphs provide guidance on how to address some sections of the work plan. However, all sections and annexes indicated in the outline of the work plan provided in Annexe 1.1 must be completed.

The work plan will include an evaluability assessment that will guide the evaluation design. The Consultant will:

1. review previous related evaluations (if applicable) to inform the evaluation design. The purpose of reviewing previous evaluation(s) as part of an evaluability assessment is NOT to update or follow-up on previous recommendations. The review is done to inform the current evaluation design and/or to mitigate constraints and limitations faced when previously evaluating the same intervention.
2. review the coherence and logic of the intervention and the Performance Measurement Framework (PMF) of the development intervention to:
  - assess the immediate, intermediate and ultimate outcome statements in terms of:
    - is each outcome clearly and unambiguously worded, containing only one idea?
    - can each outcome be measured?
    - is each outcome realistic and achievable?
    - is each outcome located at the proper outcome level?
    - are the causal relationships between outcome levels logical?
  - confirm a shared interpretation among key stakeholders of the development intervention's expected immediate and intermediate outcomes;
  - validate indicators and targets to assess each outcome (NOT output) according to DFATD's RMB guide<sup>3</sup>
  - propose measures to address flaws in the above listed elements for the purpose of conducting the evaluation;
3. review the evaluation questions. Evaluation questions can be withdrawn if they are impossible to answer, overly difficult or if there is a need to reduce the focus of the evaluation. Questions may be further elaborated, modified or added. All changes, additions or deletions of questions must be accompanied by a supporting argument/rationale;
4. examine the following key factors:
  - existence and quality of data (specifically including sex-disaggregated data);

<sup>2</sup> Heretofore and unless otherwise specified the word 'Consultant' will refer to either an individual or to a team of consultants.

<sup>3</sup> [http://www.international.gc.ca/world-monde/assets/pdfs/funding-financement/results\\_based\\_management-gestion\\_axee\\_resultats-guide-en.pdf](http://www.international.gc.ca/world-monde/assets/pdfs/funding-financement/results_based_management-gestion_axee_resultats-guide-en.pdf)

- availability of key informants, and the timing of the evaluation;
  - identification of whether key stakeholders want/resist having their development intervention evaluated (e.g., the level of resistance to the evaluation and its reasons).
5. explain and note any factors that compromise the independence of the evaluation and address possible conflicts of interest openly and honestly.

Following the evaluability assessment, the work plan provides updated questions.

The purpose, scope and evaluation questions are to be used by the Consultant to determine the most appropriate approach for the present evaluation. The methodology must be developed in line with the evaluation approach chosen and support the answering of evaluation questions using credible evidence.

The methodology section is the most important section of the work plan. This importance will be reflected in its size relative to the entire document. In that section, the Consultant must explain and justify the selection of the proposed evaluation approach and must also specify and justify the overall evaluation design. Thus, to describe and explain the evaluation methodology and its application the Consultant shall, detail the proposed techniques for both data collection and data analysis (note: specific details on techniques for gender-sensitive data must be provided). The rationale for choosing those techniques must be provided and potential limitations and shortcomings must be explained.

Given that data will be collected from various samples (people, locations, etc.), it is important that the samples be representative of the population. Thus, in the methodology section of the work plan, the Consultant will detail the characteristics of each sample: how it is selected, the rationale for the selection, and the limitations of the sample for interpreting evaluation results. If a sample is not used, the rationale for not sampling and the implications for the evaluation should be provided.

For data analysis, the Consultant should explain how the information collected will be organized, classified, tabulated, inter-related, compared and displayed relative to the evaluation questions, including what will be done to integrate multiple sources.

All the detailed methodological elements stated above will assist the reader in understanding the logic of the Evaluation Matrix.

The Consultant shall attach the annexes to the work plan:

- Evaluation Matrix - that must follow the template provided in Annex 1.2.
- Sampling. For each sample the following must be defined and explained in detail: the purpose, objectives, universe/population, sampling criteria, sample design, sampling frame, sampling unit, sample size, sampling method(s), proposed sample and limitations.
- Proposed draft data collection tools (interviews, focus groups or other participatory methods, protocols, tabulations, etc.).

### 5.3 Data Collection and Validation

Data collection will be undertaken according to the DFATD-approved work plan.

The field mission is expected to be no longer than 20 days in duration. DFATD field staff<sup>4</sup> are to be briefed by the Consultant on arrival and preliminary data shall be presented to key stakeholders for validation two days before departure from the field. **Note:** validation during the data collection process is not an approval exercise. It is meant to add validity and ensure that the Consultant's preliminary data (not yet findings) are reliable and relevant, and that important data have not been omitted or misinterpreted.

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<sup>4</sup> If applicable – some countries do not have a Global Affairs Canada field presence.



Two weeks after returning from the field mission, the Consultant will conduct a post-mission debriefing session in Ottawa via tele- or video-conference.

#### **5.4 Evaluation Report**

The Consultant will prepare and submit for approval an evaluation report that describes the evaluation and puts forward findings, disaggregated by sex whenever possible and appropriate, conclusions, recommendations and lessons. For the Executive Summary, which will be made public, the Consultant shall follow the outline provided in Annex 1.3. The Consultant is entirely responsible for the quality of the final report which shall adhere to the *OECD/DAC (2010) Quality Standards for Development Evaluation*.

The Consultant shall not submit the draft evaluation report to stakeholders without the PTA's approval. The PTA is responsible for sharing the draft report and collecting stakeholder comments.

The Consultant is responsible for accurately representing and consolidating the input of the evaluation team members and stakeholders (including DFATD) in the final report. As per the OECD/DAC Standards, "Relevant stakeholders are given the opportunity to comment on the draft report. The final evaluation report reflects these comments and acknowledges any substantive disagreements. In disputes about facts that can be verified, the evaluators investigate and change the draft where necessary. In the case of opinion or interpretation, stakeholders' comments are reproduced verbatim, in an annex or footnote, to the extent that this does not conflict with the rights and welfare of participants."

#### **5.5 Management Response**

Both DFATD and the Executing Agencies will prepare a management response to the evaluation report that documents their response to the recommendations and establishes how each organization will (or will not) follow-up on the recommendations. *Note: the Consultant is not responsible for this part of the process.*

#### **5.6 Dissemination**

The DFATD Branch responsible for the current evaluation is also responsible for the dissemination of the report and for ensuring that the executive summary is made public as per Canada's commitment to the International Aid Transparency Initiative.

### **6 Description of Team**

The Consultant must provide a team of qualified people with a combination of evaluation skills and thematic knowledge to successfully complete this exercise in the Malian context. More specifically, the team must make arrangements so that gender equality is taken into account at every step of the evaluation cycle (design, data collection, analysis and reports). Given the security situation, it is recommended to have a joint team with international and local staff.

The Consultant will assign qualified people to the following positions:

- Evaluation Team Leader
- Local specialist in agricultural economics
- Local specialist in microfinance
- Local specialist in gender.

The Evaluation Team Leader or one of the proposed specialists may partially or fully take on a specialist's responsibility.

## 6.1 Evaluation team member

At the Consultant's discretion, additional members may be proposed. These evaluation team members will have a combination of specialized knowledge and skills. The team must include professionals from the partner country in question.

## 7 Language Requirements

The working language for this evaluation mandate will be French. The evaluation team may get help as necessary and intermittently from a resource proficient in the local languages.

Team Member	French
Evaluation Team Leader	Oral = Advanced professional proficiency, plus (4+) Reading = Advanced professional proficiency, plus (4+) Writing = Advanced professional proficiency, plus (4+)

The description of the language requirements may be consulted on the Department's web page at the following address: [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).

## 8 Deliverables, Milestones and Schedule

### 8.1 Deliverables and Milestones

All deliverables must be prepared in English, and submitted to the manager at DFATD. Only the executive summary must be provided in both of Canada's official languages: English and French. The professional translation in French as well as copy-editing of the French version of the executive summary is the responsibility of the Consultant.

Both the draft and final work plan, and the draft and final evaluation reports must be submitted in MS Word or in compatible software. PDF files are not acceptable. If need be, DFATD will convert files into PDF format. Only the final evaluation report must be submitted in hard copy format. Presentations to be delivered will be submitted in electronic format to DFATD prior to delivery.

Upon DFATD's request, the Consultant shall submit documents used/created under the current mandate (e.g., questionnaires, focus groups protocols, interview notes, raw data, survey data, database(s)).

#### 8.1.1 Draft Work Plan

The Consultant is to submit a draft work plan to DFATD within three weeks of the signing of the contract. The DFATD manager in charge of the evaluation will share that work plan with the Co-operation partners and other stakeholders as necessary. The Consultant shall follow the outline in Annex 1.1.

#### 8.1.2 Final Work Plan

Within one week of receiving comments, the Consultant is to submit a final work plan to be approved by DFATD.

#### 8.1.3 Debriefing/Validation Sessions

Conduct an in-country debrief/validation workshop two days before departure from the field to validate preliminary data with selected stakeholders – to be defined with DFATD in due course. Within one week following the session, the Consultant is to submit the minutes and any material provided to DFATD.

Conduct a post-mission debriefing session in Ottawa, via tele- or video-conference, two weeks after returning from the field mission. Presentation material is to be submitted to DFATD at least three days

prior to the session. Minutes and any supplementary material provided during the session are to be submitted one week following the session.

#### **8.1.4 Draft Evaluation Report**

The Consultant will submit a draft evaluation report (which must conform to the *OECD/DAC (2010) Quality Standards for Development Evaluation*) to DFATD for review within a maximum of four weeks after returning from mission. The draft evaluation report must include an Executive Summary (following the outline provided in Annexe 1.3) and all the relevant annexes.

DFATD is responsible for sharing the draft report with stakeholders and for collecting their comments.

***The Consultant shall not submit the draft evaluation report to stakeholders without DFATD's approval.***

#### **8.1.5 Final Evaluation Report**

Within two weeks of receiving comments from DFATD, the Consultant will submit a final evaluation report to DFATD. Note: before publication, DFATD will add the Management Response and Stakeholders' comments (if applicable) to the report.

#### **8.1.6 Presentation of the Final Report**

Prepare and conduct a workshop to present the findings, conclusions, recommendations and lessons of the evaluation in a videoconference in Ottawa and at a time to be decided by DFATD.

### **9 QUALITY CONTROL**

DFATD has a decentralized quality management system for evaluations that defines the quality standards set out for this evaluation. These standards follow the OECD/DAC Quality Standards for Development Evaluation and the best practices of the evaluated international community. As part of the quality management system, a quality assurance report (QAR) will be systematically prepared when analyzing all deliverables of this evaluation.

The first level of quality control for the evaluation's deliverables will be carried out by the Consultant before submitting the deliverables for review by the PTA. The Consultant is expected to dedicate specific resources and staff to quality control efforts.

The second level of quality control of the evaluation's deliverables will be carried out by the PTA in collaboration with DFATD's Diplomacy, Trade and Corporate Evaluation Division with sectoral and thematic specialists if necessary. To increase the quality and credibility of this evaluation, the stakeholders selected by DFATD will also comment on the deliverables (factual controls).

The PTA will provide oversight and approve all deliverables.

### **Annex 1.1: Outline of the Evaluation Work Plan**

- 1. Rationale, Purpose and Specific Objectives of the Evaluation**
  - 1.1 Rationale and Purpose
  - 1.2 Specific Objectives
- 2. Development Context**
- 3. Evaluation Object and Scope**
  - 3.1 Evaluation Object
  - 3.2 Evaluation Scope
- 4. Evaluability Assessment**
  - 4.1 Previous and/or other evaluations (if applicable)
  - 4.2 Review of the coherence and logic of the intervention
  - 4.3 Review of the evaluation questions
  - 4.4 Key factors that determine evaluability
    - Data availability and quality, and of the availability of key informants
    - Level of and reasons for resistance to the evaluation
  - 4.5 Independence and conflicts of interest
    - Factors that may compromise the independence of the evaluation
    - Possible conflicts of interest, or confirmation that no such conflicts exist.
- 5. Evaluation Criteria and Questions**  
(Criteria and updated questions)
- 6. Evaluation Approach and Methodology**
  - 6.1 Approach
  - 6.2 Methodology
- 7. Reporting**
  - 7.1 Debriefing/validation
  - 7.2 Table of contents for a final report
- 8. Evaluation Management**
  - 8.1 Evaluation Team Members
  - 8.2 Roles and Responsibilities
- 9. Deliverables, Milestones, Schedule, Level of Effort and Budget**
  - 9.1 Deliverables and Milestones, Schedule
  - 9.2 Level of Effort and Budget (updated if necessary)

#### **Annexes**

- Logic Model and PMF
- ToR (and amendments if applicable)
- Draft Evaluation Design Matrix
- Explanation of Sampling and Proposed Samples
- List of Documents Consulted for the Work Plan
- List of Individuals Consulted for the Work Plan (Disaggregated by Affiliation and Sex)
- Proposed Data Collection Tools / Protocols
- Proposed Field Work Schedule

**Annex 1.2: Evaluation Design Matrix Template**

Question	Subquestion	Type of subquestion <sup>5</sup>	Measure or indicator	Target or standard (normative)	Baseline data?	Data source	Design <sup>6</sup>	Sample or census <sup>7</sup>	Data collection instrument	Data analysis	Comments

Source: Morra-Imas, Linda G. And Ray C. Rist. (2009) The Road to Results: Designing and Conducting Effective Development Evaluations, World Bank, Washington D.C., pp.243.

<sup>5</sup> Questions are of three types: **Descriptive**, **Normative** and **Cause-and-Effect**.

<sup>6</sup> Designs can be selected from these three broad categories: **Experimental Designs**, **Quasi-experimental designs** and **Nonexperimental designs**.

<sup>7</sup> "**Census**: Collection of data from an entire population"; "**Sample**: Subset of a population on which data are collected".

**Annex 1.3: Outline of the Executive Summary with instructions**

**(MAXIMUM OF 6 PAGES)**

**Evaluation Title:** Insert the complete name of the evaluation

**Evaluation Type:** Formative, summative, prospective, thematic, etc.

**Commissioned by:** GAC Program Branch (in the case of Joint evaluation; list agencies involved)

**Consultant:** Name of the firm/individual contracted to conduct the evaluation

**Date:** Month and year submitted

**Rationale and Purpose of the Evaluation**

*As per the ToR.*

**Specific Objectives of the Evaluation**

*As per the ToR.*

**Scope of the Evaluation**

*As per the ToR.*

**Development Context**

*Description of the context in which the intervention was implemented, including key local government policies and strategies and socio-economic, political and cultural factors of relevance for the intervention.*

**Intervention**

*Description of the intervention being evaluated, including: ultimate outcome, start and end dates, budget, geographical area covered, main components, and crosscutting issues addressed (i.e. gender equality, environmental sustainability and governance).*

**Intervention Logic**

*List the ultimate, intermediate and immediate outcomes as per the Logic Model (LM).*

**Stakeholders**

*As per the ToR.*

**Evaluation Approach and Methodology**

*Description of the (1) Evaluation approach, (2) Methodology, (3) Techniques for data collection and analysis, (4) Sampling, and (5) Limitations of the evaluation.*

**Key Findings\***

*Select and list key findings.*

**Key Conclusions\***

*Select and list key conclusions.*

**Key Recommendations\***

*Select and list key recommendations.*

**Key Lessons**

*Select and list key lessons.*

*\*The findings, conclusions, recommendations and lessons listed above are those of the consultant and do not necessarily reflect the views of GAC or the Government of Canada. GAC does not guarantee the accuracy of the information provided in this report.*

**Management Responses**

GAC response: *The program may wish to publish management responses where it is targeted by a recommendation. Otherwise, a generic response can be provided e.g. The Department took note of the consultant's findings, conclusions and recommendations and has shared them with relevant stakeholders for consideration.*

Cooperation Partner(s) response(s): *Partners may wish to provide management responses where they are targeted by a recommendation. Otherwise, a generic response can be provided e.g. The partner(s) took note of the consultant's findings, conclusions and recommendations and has(have) shared them within the organization(s) for consideration.*

**Language:** *This report is only available in (language). If you would like a copy, please contact [info@international.gc.ca](mailto:info@international.gc.ca)*

## Section 5. Evaluation Criteria

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

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

### **Definitions**

**For the purpose of this bid solicitation, the following definitions apply to the requirements:**

The term “**at least**” reflects the minimal expectation for a requirement. No points will be awarded if the minimal expectation is not demonstrated.

“**International development**” means the objective of promoting sustainable development in developing countries in order to reduce poverty and contribute to a more secure, equitable and prosperous world. The DAC list of official development assistance (ODA) recipients is available at the following website:

<http://www.oecd.org/dac/stats/documentupload/DAC%20List%20of%20ODA%20Recipients%202014%20final.pdf>

“**Gender equality**” acknowledges that men and women may sometimes require different treatment to achieve similar results, due to different life conditions or to compensate for past discrimination. Gender Equality, therefore, is the equal valuing by society of both the similarities and the differences between women and men, and the varying roles they play.

A “**recognized educational institution**” is a public, non-governmental or private entity that has been given full or limited authority to grant degrees by an act of the relevant legislature.

“**International development project evaluation**” is the systematic and objective assessment of an ongoing or completed development intervention, its design, implementation and results. In the development context, evaluation refers to the process of determining the worth or significance of an intervention. (OECD/DAC (2010) Quality Standards for Development Evaluation, OECD, Paris.) The guidelines and references can be found at:

<http://www.oecd.org/development/evaluation/qualitystandardsfordevelopmentevaluation.htm>.

An “**evaluation mandate**” means a specific "project = xyz" of short duration focusing on specific evaluation duties and tasks leading to evaluation deliverables such as an evaluation report.

“**Developing countries**”—The list of developing countries (DAC) can be found at the following site:

<http://www.oecd.org/dac/stats/documentupload/1809192.htm>.

“**International development project**” means the objective of promoting sustainable development in developing countries in order to reduce poverty and contribute to a more secure, equitable and prosperous world. The DAC list of ODA recipients is available at the following website:

<http://www.oecd.org/dac/stats/documentupload/DAC%20List%20of%20ODA%20Recipients%202014%20final.pdf>

The term “**thematic knowledge**” consists of the following elements: gender equality, environment, governance, international development and human rights.

**Mandatory technical criteria**

Bids must meet all the mandatory technical criteria described below.

Bids that fail to meet all the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately. Bids that meet all of the mandatory technical criteria will be evaluated and rated as indicated in the rated technical criteria.

If more mandates are included in the proposal than the number stipulated, DFATD will only consider the specified number in order of presentation.

	<b>MANDATORY TECHNICAL CRITERIA</b>	<b>MET/NOT MET</b>
<b>O1</b>	Using form TECH-4 - <i>Experience of Proposed Personnel</i> , the Bidder must demonstrate that the proposed evaluation team leader has at least 600 days of work experience in delivering international development project evaluation services.  To meet this requirement, the Bidder must clearly indicate the duration (in days) of the proposed evaluation team leader’s participation in each project or service listed.	
<b>O2</b>	Using form TECH-4 - <i>Experience of Proposed Personnel</i> , the Bidder must demonstrate that the proposed evaluation team leader has completed at least two (2) international development project evaluation assignments as an evaluation team leader.  To meet this requirement, the assignments must have been completed after June 1, 2008, or in the event of assignments that are currently underway, at least 70 percent of the total value of the assignment must have been completed at the request for proposals (RFP) closing date.	

**Rated technical criteria**

The technical proposal will be evaluated based on the rated technical requirements. Proposals that fail to achieve a passing mark will be deemed non-responsive and will be given no further consideration. Each requirement has to be evaluated separately.

If more mandates are included in the proposal than the number stipulated, DFATD will only consider the specified number in order of presentation.

Bidders are asked to adhere to, if applicable, the page limit indicated in the rated technical criteria. DFATD will not consider or evaluate the information on pages that surpass the limit.

	<b>RATED TECHNICAL CRITERIA</b>	<b>Points</b>
	<b>Technical component</b>	
<b>C1</b>	<b>Education</b>	
	<b>Education of Evaluation Team Leader</b> (maximum 10 points) Using form TECH 6A— <i>Curriculum Vitae for Proposed Personnel</i> , the Bidder should indicate the highest level of studies completed by the proposed evaluation team leader, at a recognized educational institution in project monitoring, project evaluation, social sciences, international development, organizational development, political science, project management or public administration. Points will be awarded as follows: <ul style="list-style-type: none"> <li>• Master’s degree or equivalent: 10 points</li> <li>• University bachelor’s degree: 6 points</li> </ul>	<b>/10</b>



<b>C2</b>	<b>Professional experience</b>	
<b>C2.1</b>	<p><b>Evaluation Team Leader—Professional experience</b> (maximum 50 points) (maximum three (3) pages per mandate)</p> <p>Using form TECH-4—<i>Experience of Proposed Personnel</i>, the Bidder should describe two (2) examples of completed evaluation mandates of international development project, conducted by the evaluation team leader as an evaluation team leader in a developing country that are similar in scope and complexity to this mandate and demonstrate the scope of the team leader’s evaluation experience, as well as the evaluation roles and responsibilities.</p> <p>The examples of evaluation mandates will not be evaluated if:</p> <ul style="list-style-type: none"> <li>• The evaluation mandates were not for the evaluation of international development projects;</li> <li>• The evaluation mandates were not carried out in (a) developing country(ies);</li> <li>• The evaluation team leader participated or contributed to the evaluation mandate.</li> </ul> <p>The Bidder may use the same evaluation mandates described in mandatory criterion O2.</p>	
	<p><b>1. Evaluation experience of the team leader</b></p> <p>Points will be awarded as follows (up to 5 points per mandate):</p> <ul style="list-style-type: none"> <li>• Evaluation team leader had the role of team leader and was accountable for the results of the evaluation: 3 points</li> <li>• Evaluation team leader had the lead role and was accountable for the results of the evaluation and managed a team: 5 points</li> </ul>	/10
	<p><b>2. Experience evaluating projects of comparable “complexity”</b> means experience that includes the following components (up to 5 points per component, maximum 15 points per mandate):</p> <p>For this criterion, the following definitions apply:</p> <p>The sub-region comprises the following countries:</p> <ul style="list-style-type: none"> <li>• Benin, Burkina Faso, Togo, Côte d’Ivoire, Ghana, Gambia, Guinea, Guinea-Bissau, Liberia, Sierra Leone, Niger, Nigeria, Mali, Mauritania, Chad and Senegal.</li> </ul> <p>The Sahel comprises the following countries:</p> <ul style="list-style-type: none"> <li>• Mauritania, Senegal, Mali, Burkina Faso, Niger, Nigeria</li> </ul>	
	<p><b>2.1. Evaluation mandate</b> for international development projects carried out:</p> <ul style="list-style-type: none"> <li>• in a country in the sub-region: 1 point</li> <li>• in a country in the Sahel: 2 points</li> <li>• in two or more countries in the Sahel: 3 points</li> <li>• in Mali: 5 points</li> </ul>	/10
	<p><b>2.2. Value</b>—the mandate evaluated a project with a Canadian dollar value of:</p> <ul style="list-style-type: none"> <li>• Less than \$5 million: 1 point</li> <li>• From \$5 million to less than \$10 million: 3 points</li> <li>• \$10 million and more: 5 points</li> </ul>	/10

	<p><b>2.3. Diversity of stakeholders</b>—The evaluation of a project involving a number of types of stakeholders (cooperating partners, implementing organizations or executing agencies, direct beneficiaries, technical partners, different levels of government in the developing country—municipal, regional, national)):</p> <ul style="list-style-type: none"> <li>• one type of stakeholder: 1 point</li> <li>• two to three types of stakeholders: 3 points</li> <li>• more than four types of stakeholders: 5 points</li> </ul>	/10
	<p><b>3. Experience carrying out evaluation mandates with a similar thematic focus</b> (up to 5 points per mandate):</p> <p>The following sub-sectors apply to this criterion: Agricultural economics or microfinance or rural development</p> <ul style="list-style-type: none"> <li>• A program/project in one of the sub-sectors: 1 point</li> <li>• A program/project in the agricultural sector with a focus on two of the three sub-sectors: 3 points</li> <li>• A program/project in the agricultural sector with elements in all three sub-sectors: 5 points</li> </ul>	/10
<b>C2.2</b>	<p><b>Local specialist(s)</b> (maximum 35 points)</p> <p>The Bidder should propose at least one (1) local specialist per field with experience in the following three areas: gender equality, agricultural economics and microfinance.</p> <p>For the purposes of this criterion, <b>if</b> the proposed evaluation team leader will also provide one or more of the specialized services, the Bidder should clearly indicate “Evaluation Team Leader/Specialist” in form TECH-4.</p> <p>For the purposes of this criterion, <b>if</b> one of the proposed local specialists also provides a second specialized service, the Bidder should clearly indicate “Specialist in X / Specialist in Y” in form TECH-4.</p> <p>Using form TECH-6A—<i>Curriculum Vitae for Proposed Personnel</i>, one form per proposed specialist, the Bidder should indicate as follows:</p> <p><b>1. Local specialist in agricultural economics</b></p> <p><b>1.1.</b> The Bidder should indicate the highest level of studies completed by the proposed specialist at a recognized educational institution in the field of agricultural economics.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• Bachelor’s degree: 3 points</li> <li>• Master’s degree: 5 points</li> </ul> <p><b>1.2.</b> The proposed specialist should have experience in the delivery of technical services, the management, monitoring or evaluation of international development projects in the field of agricultural economics. The Bidder should clearly indicate the specialist’s work experience expressed by level of effort (in months).</p> <p>Points will be awarded as follows (maximum 5 points):</p> <ul style="list-style-type: none"> <li>• 24 months to less than 48 months of experience: 1 point</li> <li>• 48 months to less than 72 months of experience: 3 points</li> <li>• 72 months or more of experience: 5 points</li> </ul>	/5

	<p><b>2. Local specialist in microfinance</b></p> <p><b>2.1.</b> The Bidder should indicate the highest level of studies completed by the proposed specialist at a recognized educational institution in the field of microfinance (maximum 5 points).</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• Bachelor’s degree: 3 points</li> <li>• Master’s degree: 5 points</li> </ul>	/5
	<p><b>2.2.</b> The proposed specialist should have experience in the delivery of technical services, the management, monitoring or evaluation of international development projects in the field of microfinance.</p> <p>For evaluation purposes, the Bidder should clearly indicate the specialist’s work experience expressed by level of effort (in months).</p> <p>Points will be awarded as follows (maximum 5 points):</p> <ul style="list-style-type: none"> <li>• 24 months to less than 48 months of experience: 1 point</li> <li>• 48 months to less than 72 months of experience: 3 points</li> <li>• 72 months or more of experience: 5 points</li> </ul>	/5
	<p><b>3. Local gender equality specialist</b></p> <p><b>3.1.</b> The Bidder should indicate the highest level of studies completed by the proposed specialist at a recognized educational institution in the field of gender equality (maximum 5 points).</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• Bachelor’s degree: 3 points</li> <li>• Master’s degree: 5 points</li> </ul>	/5
	<p><b>3.2.</b> The proposed specialist should have experience in the delivery of technical services, the management, monitoring or evaluation of international development projects in the field of gender equality.</p> <p>For evaluation purposes, the Bidder should clearly indicate the specialist’s work experience expressed by level of effort (in months).</p> <p>Points will be awarded as follows: (maximum 5 points):</p> <ul style="list-style-type: none"> <li>• 24 months to less than 48 months of experience: 1 point</li> <li>• 48 months to less than 72 months of experience: 3 points</li> <li>• 72 months or more of experience: 5 points</li> </ul>	/5
	<p><b>4. Additional specialty</b></p> <p>One (1) of the three (3) proposed specialists should clearly demonstrate that he/she has experience in the delivery of technical services, the management, monitoring or evaluation of international development projects with an environment and climate change component (maximum 5 points).</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• one project: 1 point</li> <li>• two or three projects: 3 points</li> <li>• four or more projects: 5 points</li> </ul>	/5
	<b>Sub-total—Professional experience</b>	<b>/95</b>

<b>C3</b>	<b>Methodology Component</b>	
<b>C3.1</b>	<p><b>Methodology</b> (maximum 50 points) (maximum three (3) pages)</p> <p>The Bidder should propose a methodology for carrying out the mandate and clearly articulate its understanding of the mandate.</p> <p><b>A. Evaluation methodology</b></p> <p>The Bidder should propose a methodology and describe how the mandate will be carried out. The relevance of the methodology will be evaluated. For this criterion, relevance means that:</p> <ul style="list-style-type: none"> <li>• The rationale, purpose and objectives of the evaluation will be achieved (sections 1.1 and 1.2 of the SOW) (up to 10 points);</li> <li>• The methodology takes into account environmental considerations and the application of an environmentally responsible approach (up to 10 points);</li> <li>• The methodology takes into account considerations related to the integration of gender equality (up to 10 points).</li> </ul> <p>Points will be awarded for each element based on the following scale:</p> <ul style="list-style-type: none"> <li>• description not appropriate for the evaluation purpose: 0 points</li> <li>• Partially appropriate description: 6 points</li> <li>• Appropriate description: 8 points</li> <li>• Decidedly appropriate description: 10 points</li> </ul> <p><b>B. Data collection strategy and analysis</b></p> <p>The Bidder should provide a description of the following elements demonstrating the extent to which they are in line with the proposed methodology (up to 10 points per element, maximum 20 points):</p> <ul style="list-style-type: none"> <li>• data collection strategy (including data collection tools);</li> <li>• data analysis.</li> </ul> <p>Points will be awarded based on the description and explanation provided using the following scale (up to 10 points per element, maximum 20 points):</p> <ul style="list-style-type: none"> <li>• Not aligned: 0 points</li> <li>• Aligned: 6 points</li> <li>• Well aligned: 8 points</li> <li>• Completely aligned: 10 points</li> </ul>	/30
<b>C3.2</b>	<p><b>Team composition</b> (maximum 20 points) (maximum two (2) pages)</p> <p>Using form TECH-6D—<i>Team Composition</i>, the Bidder should demonstrate how the following elements involved in the composition of the evaluation team (Evaluation Team Leader, sector specialists) are appropriate for the evaluation mandate (section 7 of the SOW):</p> <p>Points will be awarded according to the following scale:</p> <p><b>1. The combination of evaluation skills and sector knowledge (maximum 10 points):</b></p> <ul style="list-style-type: none"> <li>• Appropriate for the evaluation mandate: 10 points</li> <li>• Sufficiently appropriate for the evaluation mandate: 6 points</li> <li>• Limited relevance to the evaluation mandate: 3 points</li> <li>• Not appropriate for the evaluation mandate: 0 points</li> </ul>	/10

	<p><b>2.</b> The tasks and responsibilities assigned to the members of the evaluation team (maximum 5 points):</p> <ul style="list-style-type: none"> <li>• Appropriate for the evaluation mandate: 5 points</li> <li>• Sufficiently appropriate for the evaluation mandate: 3 points</li> <li>• Not appropriate for the evaluation mandate: 0 points</li> </ul>	/5
	<p><b>3.</b> The level of effort among members of the evaluation team and the team as a whole (maximum 5 points):</p> <ul style="list-style-type: none"> <li>• Appropriate for the evaluation mandate: 5 points</li> <li>• Sufficiently appropriate for the evaluation mandate: 3 points</li> <li>• Not appropriate for the evaluation mandate: 0 points</li> </ul>	/5
	<b>Sub-total—Methodology</b>	<b>/70</b>
	<b>Total—Rated technical criteria (passing mark 60%)</b>	<b>165</b>

**Section 6. Standard Form of Contract**

**STANDARD FORM OF CONTRACT**

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

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## CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES

between

Department of Foreign Affairs, Trade and Development  
[DFATD]

and

---

[Name of the Consultant]

---

[Address of the Consultant]

in relation to

*<Name of the Project>*

## A. Contract

### TIME-BASED

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

The following form an integral part of this Contract:

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

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

# I. General Conditions (GC) of Contract

## 1. GENERAL PROVISIONS

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

- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b) **“Canada”** means Her Majesty the Queen in right of Canada as represented by the Minister for International Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister for International Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
- (c) **“Consultant”** means the person or entity or in the case of a consortium or joint venture, the Member whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
- (d) **“Contract”** means the written agreement between the Parties, which includes these GCs, and SCs, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (e) **“Contracting Authority”** means the DFATD Representative responsible for the administration of the Contract. The Contracting Authority is the only authority to sign contract amendments. The Contracting Authority for this Contract is specified in the SC.
- (f) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific Services that the Consultant is required to provide under the Contract. Contractor is not part of the Personnel.
- (g) **“Day”** means calendar day, unless otherwise specified.
- (h) **“DFATD Representative”** means an officer or employee of DFATD who is designated to perform the DFATD representative functions under the Contract.
- (i) **“Fees”** means an all-inclusive firm rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (j) **“GC”** means these General Conditions of Contract.
- (k) **“Integrity Regime”** consists of:
  - (i) The *Ineligibility and Suspension Policy* (the Policy);
  - (ii) Any directives issued further to the Policy; and
  - (iii) Any clauses used in instruments relating to contracts.
- (l) **“Licensed professional”** is an individual who is licensed by an authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other similar profession.
- (m) **“Local 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.
- (n) **“Member”** means any of the persons or entities that make up a consortium or joint venture; and **“Members”** means all these persons or entities.
- (o) **“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.
- (p) **“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.
- (q) **“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/>
- (r) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“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.
- (t) **“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.
- (u) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the SC.
- (v) **“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.
- (w) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (x) **“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.

- (y) **“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.
- (z) **“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.
- (aa) **“Terms of Reference”** means the document included as Annex B, Terms of Reference.
- (bb) **“Third Party”** means any person or entity other than DFATD and the Consultant.
- (cc) **“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 or 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 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 Unless otherwise indicated in the SC, the Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "Federal Contractors Program Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Consultant in default as per the terms of the Contract.
- 1.12 Integrity Provisions** 1.12.1 The *Ineligibility and Suspension Policy* (the "Policy") and all related directives incorporated by reference into the Request for Proposal, that preceded this Contract, on its closing date are incorporated into, and form a binding part of the Contract. The Consultant must comply with the provisions of the Policy and directives, which can be found on the Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).
- 1.12.2 Ongoing compliance with the provisions of the Integrity Regime is a condition of the Contract and subject to verification by DFATD during the entire period of the Contract.
- 1.12.3 Where a Consultant is determined to be ineligible or suspended pursuant to the Integrity Regime during performance of the Contract, DFATD may, following a notice period of no less than two weeks, during which time the Consultant may make representations on such matters as maintaining the contract, terminate the contract for default. A termination for default does not restrict DFATD's right to exercise any other remedy that may be available against the Consultant.
- 1.13 Conflict of Interest** 1.13.1 Given the nature of the work to be performed under this Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the Consultant acknowledges that it will not be eligible to bid, either as a Consultant or as a Sub-consultant or Contractor (including as an individual resource) or to assist any Third

Party in bidding on any requirement relating to the work performed by the Consultant under this Contract. DFATD may reject any future proposal for which the Consultant would be the Bidder or may be otherwise involved in the proposal, either as a Sub-consultant or a Contractor, as an individual resource, or as someone (either itself or its employees) who may have advised or otherwise provided assistance to the Bidder.

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

**1.14  
Translation of  
Documenta-  
tion**

- 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 will only be valid if effected by means of a written amendment to the Contract executed by the Parties on a document entitled "Amendment".
- 2.3.2 A waiver of any condition or right of the Contract by a Party is only valid if it is made in writing by the Contracting Authority or by a duly authorized representative of the Consultant.
- 2.3.3 A waiver of any condition or right of the Contract will not prevent a Party from enforcing that right or condition in the case of a subsequent breach.
- 2.4 Contract Approvals** 2.4.1 Acceptance of Deliverables
- The Consultant will provide the Technical Authority with deliverables detailed in Annex B, Terms of Reference, for approval within the established timeframe.
- 2.4.2 Delays Related to Approval
- (a) The Technical Authority may request modifications to the deliverables through a notice as described in the GC 1.6.
- (b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within the timeframe specified in the SC.
- 2.4.3 Replacement of Personnel by an Individual with Equivalent Qualifications
- Where the Consultant proposes to replace any member of the Consultant's Personnel assigned to an existing position(s) with a substitute with equivalent or better qualifications and experience in accordance with the GC 4.4, the change must be approved by the Technical Authority. In such case, Fees related to the position remain unchanged.
- The approval of replacement of Personnel for existing position(s) is to be made through a written notice by the Technical Authority or through an amendment to the Contract.
- 2.5 Time of the 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 for long term Personnel in the Recipient Country and Reimbursable Expenses such as expenses of the local office (electricity, rent, etc.) and any other costs mutually agreed to by both Parties
- (b) In case of suspension of the Services after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.7.2;
- (c) In case of termination after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the GC 2.9.2, 2.9.3 and 2.9.4.

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

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

**2.7 Suspension of Services**

2.7.1 The Contracting Authority may at any time, by written notice, order the Consultant to suspend or stop the Services under the Contract or part of the Services under the Contract for a period of up to 180 Days. The Consultant must immediately comply with any such order in a way that minimizes the cost of doing so. Within these 180 Days, the Contracting Authority will either cancel the order or terminate the Contract, in whole or in part, under the GC 2.8 or 2.9.

2.7.2 When an order is made under the GC 2.7.1, unless the Contracting Authority terminates the Contract by reason of default by the Consultant or the Consultant abandons the Contract, the Consultant will be entitled to be paid its additional costs incurred, as DFATD considers reasonable as a result of the suspension order.

2.7.3 When an order made under the GC 2.7.1 is cancelled, the Consultant must resume the Services in accordance with the Contract as soon as practicable. If the suspension has affected the Consultant's ability to meet any delivery date under the Contract, the date for performing the part of the Services affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any,

that in the opinion of the Contracting Authority, following consultation with the Consultant, is necessary for the Consultant to resume the Services.

**2.8  
Termination  
due to default  
of Consultant**

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

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

- 2.8.5 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 for all Services performed and accepted before or after the termination notice in accordance with the provisions of the Contract and with the instructions contained in the termination notice;
  - (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted prior to the date of the termination notice; 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.

**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 be discriminated 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

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

**and privacy**

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

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

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

**Insurance  
Specified by  
DFATD**

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

**Additional  
Insurance**

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

**Insurance  
Certificates**

3.3.3 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, the proof of insurance issued by an insurance company rated as A++ to B++ by A.M. Best in the form of a certificate or certificates confirming that the insurance is in force.

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

**No Waiver** 3.3.5 Compliance with the insurance requirements does not relieve the Consultant from or reduce its liability under any other provisions set forth under the Contract.

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

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

**3.4.2 Obligations Related to Security**

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

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

**3.4.3 Security Measures**

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

**For all contracts:**

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

### 3.4.4 Personnel

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

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

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

### 3.4.5 Sub-consultants and Contractors

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

### 3.5 Initial Visit and Audit

- 3.5.1 To improve project implementation DFATD may conduct an initial visit after the signature of the Contract. The objective of the initial visit is to review the terms and conditions of the Contract with the Consultant, and to ensure that the Consultant’s financial management of the project can be done efficiently and in accordance with the requirements of the Contract. The Consultant agrees to allow for the initial visit and to provide the DFATD Representative with the facilities, personnel, and any information required for the purposes of the initial visit, all at no cost to DFATD.
- 3.5.2 All costs incurred under this Contract may be subject to audit, at the discretion of DFATD, by DFATD's designated audit representatives. The Consultant will keep proper accounts and records of the cost of the Services and of all expenditures or commitments made by the Consultant, including the invoices, receipts and vouchers, which will be open to audit and inspection by the authorized DFATD Representatives who may make copies and take extracts there from. The Consultant must make facilities available for audit and inspection and must furnish the authorized DFATD Representatives with such information as DFATD, may from time to time require with reference to the documents referred to in the Contract. The Consultant must not dispose of the documents referred to in the Contract without the written consent of the Contracting Authority, and must preserve and keep them available for audit and inspection for a period of 7 years following completion of the Contract.

### 3.6 Liability

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

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

**Definitions**

3.7.1 The following definitions apply to this GC.

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

**Licenses and  
Assignments**

Beneficiaries of the assistance project

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

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

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

3.7.3 Assignment of rights in lieu of a licence

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



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

### **Her Majesty**

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

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

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

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

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

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

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

#### **Moral rights**

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

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

#### **3.7.8 The Consultant must ensure that:**

- (a) copies, drafts, and versions of each work created under the contract, and copies of each work created outside the contract that is used as a component or complement of the work created under the contract, bear the symbol used to indicate ownership and any other usual information; for example, the following symbol, name, and information are to be used for the work created under the contract in which rights are assigned to Her Majesty: "© Her Majesty the Queen in right of Canada, DFATD (year of first publication where

- applicable)”; and
- (b) copies of each work created under the contract, in which rights have not been assigned to Her Majesty, must indicate DFATD’s support for their creation as described in paragraph 3.12 of GC.

#### Transfer of Obligations

##### 3.7.9 Transfer of Obligations to Employed Creators

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

##### 3.7.10 Transfer of Obligations to any Contractual Network of the Consultant

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

#### Description of works

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

#### Copies to be delivered

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

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

##### 3.7.13 Certification regarding Clearance of Rights

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

##### 3.7.14 Warranty regarding Non Infringement of Rights

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

##### 3.7.15 Certification of Compliance

Before the Technical Authority makes its final or last payment under the contract, the Consultant must enumerate, in the Certification required by the Technical Authority, any work created under the contract. The Consultant must also declare in this certification that it has delivered to the Technical Authority and to each

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

**3.8 Intellectual Property Infringement and Royalties**

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

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

Consultant will reimburse DFATD for all the costs it incurs to do so.

**3.9 Equipment, Vehicles and Materials**

- 3.9.1 Equipment, Vehicles and Materials furnished by DFATD  
If applicable, equipment, vehicles and material will be made available to the Consultant as specified in the SC.
- 3.9.2 Equipment, Vehicles and Materials, Services or Assets purchased by the Consultant  
If applicable, the Consultant will procure equipment, vehicles and material, services or assets adhering to the principles specified in the SC.

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

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

**3.11 International sanctions**

- 3.11.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country of its nationals. These economic sanctions may be implemented by regulation under the *United Nations Act* (R.S.C. 1985, c. U-2), the *Special Economic Measures Act* (S.C. 1992, c.17), or the *Export and Import Permits Act* (R.S.C. 1985, c. E-19). The Consultant agrees that it will, in the performance of this Contract, comply with any such regulations that are in force on the effective date of this Contract, as in the GC 2.1.1, and will require such compliance by its Personnel, Local Support Staff and Contractor(s).
- 3.11.2 The Consultant agrees that DFATD relies on the Consultant's undertaking in the GC 3.11.1 to enter into this Contract, and that any breach of the undertaking will entitle DFATD to terminate this Contract under the GC 2.8.
- 3.11.3 The countries or groups currently subject to economic sanctions are listed on the Department of Foreign Affairs, Trade and Development site.
- 3.11.4 The Consultant agrees that only the text as published in the *Canada Gazette, Part II*, is authoritative.
- 3.11.5 The Consultant, its Personnel, Local Support Staff and Contractors must comply with changes to the regulations imposed during the period of Contract. The Consultant will immediately advise DFATD if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with the GC 2.9.

**3.12 Public recognition**

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

#### 4. CONSULTANTS' PERSONNEL

- 4.1 General** 4.1.1 The Consultant must provide qualified and experienced Personnel to carry out the Services.
- 4.2 Working Hours, Leave, etc.** 4.2.1 DFATD will only pay for person-days worked, including work on a statutory holiday, if an individual chooses to do so. The maximum number of hours in one person-day to be claimed by the Personnel cannot exceed the number indicated in the SC. Any overtime requires prior authorization by DFATD. This applies to all Personnel. The Fees for less than one (1) person-day will be calculated by dividing the all-inclusive firm daily Fee by the number of hours indicated in the SC and multiplying the result by the number of hours actually worked during the Day.
- 4.3 Language Requirements** 4.3.1 If stated in Annex B, Terms of Reference, the Consultant has an obligation to provide the Personnel that meets the language requirements.
- 4.3.2 In accordance with the GC 4.4, the Consultant must replace any Personnel whose language ability is considered inadequate by DFATD.
- 4.4 Replacement of Personnel** 4.4.1 The Consultant 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 4.4.1, the following reasons are considered as beyond the Consultant's control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD's request and will be verified and considered for acceptance at DFATD's sole discretion. If such replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual. The proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to replace a member of its Personnel with an individual with equivalent or better qualification than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated downward in accordance with DFATD's Guide for Rate Validation and for local Personnel, Fees are subject to negotiation and must not exceed local market rates.
- Replacement of Personnel* 4.4.2 The Consultant must replace any member of the Consultant's Personnel whose services or qualifications are deemed inadequate by DFATD for the purpose of the Contract. The Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual. The proposed substitute should have the qualifications and experience determined by DFATD for the position.
- 4.4.3 Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement.
- 4.5 Harassment in the workplace** 4.5.1 The Consultant must respect and ensure that all members of its Personnel and/ or its Contractor(s) and the Local Support Staff respect, in relation to persons working for DFATD, the Treasury Board [Policy on Harassment Prevention and Resolution](#) as well as the standards of non-discrimination set out in [Canadian Charter of Rights and Freedoms](#) when rendering any part of the Services.
- 4.6 Improper conduct or abandonment** 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

**of position**

activity whatsoever in the Recipient Country. The Consultant must maintain the standards of non-discrimination described in GC 3.1.2 (a) and GC 4.5.1 during this Contract whether the work is performed in Canada, in the Recipient Country or in any other location. The Consultant must ensure that its Personnel, Local Support Staff and Contractor(s) are also bound by these provisions.

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

**5. OBLIGATIONS OF DFATD**

**5.1 Method of Payment**

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

**6. PAYMENTS TO THE CONSULTANT**

**6.1 Contract Amount and Limitation of Expenditure**

- 6.1.1 Subject to the 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 into the Contract. The Consultant must not perform any Services which would cause DFATD's liability to exceed the Contract amount stipulated in the GC 6.1.1.
- 6.1.3 In accordance with section 40 of the Canadian *Financial Administration Act* (R.S., c. F-11, s. 40), payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.
- 6.1.4 The Consultant must promptly notify the Technical Authority in writing as to the adequacy of the amount mentioned in the GC 6.1.1 when:
  - (a) it is 75 percent committed; or
  - (b) 4 months prior to the Contract expiry date; or
  - (c) if the Consultant considers that the funds provided are inadequate for the completion of the project;

whichever comes first.

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

incurred.

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

**Taxes**

6.1.6 Applicable Taxes

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

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

6.1.8 Applicable Taxes included in the cost of Services:

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

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

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

6.1.10 Tax Withholding

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

**6.2 Basis of Payment**

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

- (a) Fees of the Personnel as set forth in the GC 6.2.2 and 6.2.3; and
- (b) Reimbursable Expenses at cost without mark-up as set forth in the GC 6.2.5.

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

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

- 6.2.3 The Fees referred to under the GC 6.2.2 above will include for the Personnel based in Consultant's country or Personnel's home country or on Travel Status in the Recipient Country, the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC in the Consultant's country up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.
- 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 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses:
- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed, but must not exceed the limits in the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca>:
    - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Consultant must obtain the lowest possible airfare (including by such means as by booking the reservation as soon as possible). The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant must be able to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes must be documented in the Consultant's project file;
    - (ii) the cost of meals and incidental allowance in respect of the Personnel for every Day in which the Personnel is absent from the Consultant's or Personnel's home office for purposes of the Services as well as private vehicle usage, not exceeding 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/ work permit;
    - (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, not exceeding the limits in



accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive; and

- (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to “travelers” rather than to “employees”;
- (b) any other reasonable expenses, which are not considered to be Fees, overhead or direct costs and that are not included in the above categories, that are specified in the SC and required to carry out the project.

6.2.6 Fees are fixed on an annual basis.

**6.3 Currency of Payment**

6.3.1 Payments by DFATD to the Consultant will be made in Canadian dollars.

**6.4 Performance Guarantee**

6.4.1 To guarantee the Consultant’s performance, ten (10) percent of the total Fees will be subject to a holdback.

*Holdback*

6.4.2 This holdback may be released as specified in the SC.

**6.5 Mode of Billing and Payment**

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

6.5.1 Subject to the GC 6.5.2 through 6.5.7, DFATD will pay the Consultant, not more often than once per month, the Fees and Reimbursable Expenses outlined in the GC 6.2 paid by the Consultant during the previous month.

6.5.2 No payments will be made to the Consultant until DFATD receives properly completed documentation specified in the SC.

6.5.3 All invoices, statements, payment requests and other similar documents submitted by the Consultant must indicate the codes specified in the SC and must be sent to DFATD at the address set out in the SC.

6.5.4 Within 15 Days of the receipt of the documentation required under the GC 6.5.2, DFATD will notify the Consultant, in writing, when any or a combination of the following situations occur:

- (a) there are any errors or omissions in the documentation;
- (b) the Services rendered by the Consultant are not satisfactory or are not in conformity with the Contract; or
- (c) the amount claimed by the Consultant appears to exceed the actual value of the Services performed.

6.5.5 Any Fees or Reimbursable Expenses paid by the Consultant which are the subject of the notification in the GC 6.5.4 will be excluded for the purposes of payment under the GC 6.5.1 until the Fees or Reimbursable Expenses have been accepted by DFATD.

6.5.6 Subject to the GC 6.5.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the GC 6.5.2.

6.5.7 With the exception of the final payment under the GC 6.6, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations under the Contract. DFATD will have the right to reject any Services that are not in accordance with the requirements of the Contract and require correction or replacement of such Services at the Consultant’s expense.

**6.6 Final Payment**

6.6.1 When it has been established to DFATD’s satisfaction that the Consultant has performed, furnished or delivered all Services required under the Contract, and upon

receipt of the certificate stating that all the Consultant's financial obligations to the Personnel, Local Support Staff or Contractor(s) have been fully discharged, DFATD will release the holdback and pay the balance due against the Contract.

**6.7 Right of Set-Off** 6.7.1 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.

**6.8 Interest on Overdue Accounts** 6.8.1 In this GC:

- (a) "amount due and payable" means an amount payable by DFATD to the Consultant in accordance with the GC 6.2 of the Contract;
- (b) "overdue amount" means an amount due and payable which has not been paid within 30 Days following the date upon which the invoice and statement documentation specified in the GC 6.5.2 has been received by DFATD;
- (c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) "bank rate" means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and
- (e) "due date" means 30 Days after receipt of the invoice and statement documentation specified in the GC 6.5.2.

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

6.8.3 Interest will not be payable on holdbacks.

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

**6.9 Debts left in the Recipient Country** 6.9.1 If the Consultant, and/or a member of its Personnel and/ or a Contractor(s) leave the Recipient Country without discharging a debt legally contracted there, DFATD may, after giving written notice to the Consultant and conferring with the Consultant in this matter, apply any money payable to the Consultant under the Contract toward the liquidation of the debt in question.

## **7. COMPLAINT MECHANISM AND SETTLEMENT OF DISPUTES**

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

- a) Consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Work and Government Services Act* to resolve a dispute between the parties respecting the interpretation or application of a term or conditions in this contract; and
- b) Agrees that this provision shall, for purposes of Section 23 of the *Procurement Ombudsman Regulations*, constitute such party's agreement

to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](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 (e), (z) and 1.9</b>	<p><b>Contracting Authority</b></p> <p>The Contracting Authority for this Contract is:</p> <p style="color: red;"><i>«Name of the delegated signing authority as per DFATD Delegation Instrument»</i></p> <p style="color: red;"><i>&lt;Title&gt;</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone:  Facsimile:  Email:</p> <p><b>Technical Authority</b></p> <p>The Technical Authority for this Contract is:</p> <p style="color: red;"><i>«Name of the Project Manager»</i></p> <p style="color: red;"><i>« Title»</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone:  Facsimile:  Email:</p>
<b>Definitions (u)</b>	Recipient Country is Mali
<b>1.3.1</b>	The law governing the Contract is the law applicable in the province or territory of Ontario
<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 : <span style="color: red;"><i>[insert name of the contracting authority - Organization Symbol]</i></span></p> <p>Attention : <span style="color: red;"><i>[insert name of the technical authority - Organization Symbol]</i></span></p> <p>Consultant (all Members of a consortium should be listed here):</p> <p>Attention : _____</p> <p style="padding-left: 40px;">_____</p>

1.8	The Member in charge is <i>[insert name of member]</i>
1.11.3	N/A
2.1.1 and 2.2.1	The period of the Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.
2.4.2	The Consultant must address the requested modifications to DFATD satisfaction within <i>[insert number of days]</i> Days.
3.3	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <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. Workers’ Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker’s Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the work on this Contract will have the same level of Workers’ Compensation Insurance throughout the Consultant’s performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>(a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;</li> </ul>

	<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> <p>4. War Risk Accidental Death and Dismemberment Insurance, for the Personnel working in areas considered to be war zones. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
<p><b>3.4.1</b></p>	<p>Security Requirement: N/A</p>
<p><b>3.4.2</b></p>	<p>(e) It is recommended that the Consultant subscribe to a security service in order to receive daily security related information.</p> <p>(f) DFATD will (to the extent possible) provide information regarding security to the Consultant and may facilitate the provision of additional security briefings.</p>
<p><b>3.4.3 (b)</b></p>	<p>(b) It is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. The Consultant will develop, adapt and implement a security plan, which must be based on international best practices in this area and be approved by a security expert, taking the following into consideration:</p> <ul style="list-style-type: none"> <li>i. Security related issues and challenges in Afghanistan in general, and within the Project area;</li> <li>ii. Local customs, laws and regulations;</li> <li>iii. Restrictions and protocols for movement in the Project area, where applicable;</li> <li>iv. Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required;</li> <li>v. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.);</li> <li>vi. Evacuation, including emergency medical evacuation, procedures;</li> <li>vii. Abduction/Missing person protocol(s); and</li> <li>viii. Processes for security awareness updates, as required.</li> </ul>
<p><b>3.12</b></p>	<p>The Public Recognition clause is applicable to this Contract: YES___ NO__X_</p> <p>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.</p> <p>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.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>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.</p>
<b>4.2.1 and 6.2.3</b>	Number of hours in a Day is <i>[insert number of hours]</i> .
<b>6.1.1</b>	The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i> , Applicable Taxes extra.
<b>6.1.6</b>	The estimated amount of Applicable Taxes is: <i>[insert amount]</i>
<b>6.2.5</b>	<p>In addition to the listed Reimbursable Expenses in the GC 6.2.5, the following expenses will also be considered Reimbursable Expenses under the Contract:</p> <p><i>[Insert details if applicable or Insert Not Applicable]</i></p> <ul style="list-style-type: none"> <li>(a) purchase and transportation costs of equipment and supplies required to carry out the project;</li> <li>(b) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;</li> <li>(c) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);</li> <li>(d) the actual cost of salaries and fringe benefits for Local Support Staff;</li> <li>(e) the actual and reasonable costs of office rental and vehicle rental;</li> <li>(f) the actual and reasonable costs of local transportation;</li> <li>(g) the 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.</li> </ul>
<b>6.4.2</b>	This holdback may be released subject to the satisfactory performance of the Consultant, as determined by DFATD at the end of the Contract.
<b>6.5.2</b>	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice, in <i>[insert number]</i> copies, of the Consultant's Fees for the Services rendered and expenses paid during the previous month supported by the following documentation properly completed:</p> <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> </ul>

	<p>(b) Details of Reimbursable Expenses paid, including all information which supports the expenses.</p> <p>(c) for expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, “detailed information” means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense.</p> <p>(d) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency.</p> <p>(e) if the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.</p> <p>(f) In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.</p>
<b>6.5.3</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> <p>Purchase order: <i>[insert number]</i></p> <p>WBS Element: <i>[insert number]</i></p> <p>GL Acct/ CC/ Fund: <i>[insert number]</i></p> <p>Vendor: <i>[insert number]</i></p> <p>Project number: <i>[insert number]</i></p>



### **III. Annexes**

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

**ANNEX A – BASIS OF PAYMENT**

<b>1. PERSONNEL</b>	<b>FIRM ALL-INCLUSIVE DAILY FEE, \$</b>	<b>SUB-TOTAL ESTIMATED COST, \$</b>
<i>Position A</i>		
<i>Position B</i>		
<i>Position C</i>		
<b><i>Sub-Total – Personnel FEES, \$</i></b>		
<b>2. Reimbursable Expenses</b>		
Travel and living expenses		\$
Communication costs		\$
Translation and reproduction costs		\$
Cost of local transportation		\$
<b><i>Sub-Total – Reimbursable Expenses, \$</i></b>		
<b>Contract Amount Excluding Applicable Taxes \$</b>		

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

(TBD)

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

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

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

*[name of Member]*

---

*[Authorized representative]*

*Date [Month Day, Year]*

*[name of Member]*

---

*[Authorized representative]*

*Date [Month Day, Year]*

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

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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]*