

# **INTERNATIONAL REQUEST FOR PROPOSALS**

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

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

Template December 2016  
SGDE-EDRMS - #6653112



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 summative evaluation of the Nepal Earthquake Relief Fund (NERF) to: i) Account for results to the Governments of Nepal and Canada, the five Canadian and six Nepali implementing partners, and the communities in which the Initiative was implemented; and ii) Inform potential future design of early recovery programming following the immediate response to a natural disaster in a developing country.

The evaluation will be undertaken in the final year of programming for NERF so that project staff are available and that a balance is achieved between sufficient time having elapsed for significant progress to be made towards the projects' intermediate outcomes and minimizing the period required for project stakeholders to recall the achievement of these outcomes.

There will be multiple audiences for the evaluation including the governments of Nepal and Canada, and implementing partners (both local and Canadian), and the communities in which NERF activities have been implemented.

The Consultant will be responsible to:

- assess the appropriateness/relevance and sustainability of the results (outcomes) of the development intervention;
- assess the effectiveness and coverage of the development intervention;
- assess the integration of the three cross-cutting themes of gender equality, environmental sustainability and improved governance into project activities;
- examine the coordination among the projects' 5 implementing partners as well as with other donors/NGOs working in the same geographical zones, and the synergies created as a result;
- provide findings, conclusions, recommendations and lessons to inform the future design of early recovery programming following the immediate response to a natural disaster.

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

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

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

**INTERNATIONAL REQUEST FOR PROPOSALS**

**RFP # SEL.: 2020-P-0022430-2**

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

**SUMMATIVE EVALUATION**

**OF THE**

**Nepal Earthquake Relief Fund Initiative  
(NERF)**

**Project Number: P-002430**

## Section 1. Instructions to Bidders (ITB)

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

<b>Mandatory Procedural Requirements</b>
<p>There are mandatory procedural requirements associated with this Request for Proposal (RFP). Any Proposal that fails to meet any mandatory procedural requirement 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.</p>

### 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* (R.S.C., 1985, c. 1 (5th Supp.));
  - (iv) a Canadian 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) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (f) **“Consultant”** means the person or entity or, in the case of a consortium or joint venture, the Members whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
- (g) **“Contract”** means the written agreement between the Parties to the Contract, the General Conditions, any supplemental Special Conditions specified in the written agreement, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (h) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific services that the Consultant is required to provide under the Contract. A Contractor cannot be an individual. The Contractor is not part of the Personnel.
- (i) **“Data Sheet”** means part of the ITB used to reflect specific conditions of the RFP.
- (j) **“Day”** means calendar day, unless otherwise specified.
- (k) **“Evaluation Team”** means a team established by DFATD to evaluate the Proposals.
- (l) **“Fees”** mean an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (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) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
  - (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
  - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
  - (iii) up to a maximum dollar amount specified; and
  - (iv) on sight, on first request by DFATD to the bank and without question.
- (q) **“Licensed professional”** is an individual who is licensed by an authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other similar profession.
- (r) **“Local 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; or
  - (iv) Gardener.
- (s) **“Member”** means any of the persons or entities that make up a consortium or joint venture and **“Members”** means all these persons or entities.
- (t) **“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.
- (u) **“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/>.
- (v) **“OECD/DAC”** means the Development Assistance Committee of the Organization for Economic Cooperation and Development.
- (w) **“Personnel”** means any employee or Sub-consultant of the Bidder (except Local Support Staff) assigned to perform professional, technical or administrative services under the Contract.
- (x) **“Parties”** means the Bidder and DFATD.
- (y) **“Place of Business”** means the establishment where the Bidder conducts activities on a permanent basis that is clearly identified by name and is accessible during normal working hours.
- (z) **“Point of Contact”** means the DFATD officer responsible for coordinating communication between Bidders and DFATD during the RFP.
- (aa) **“Proposal”** means the technical and financial proposal submitted by a Bidder.
- (bb) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
  - (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;

- (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
  - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
  - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
  - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (cc) **"Recipient Country"** means the developing country designated by DFATD as a project owner/beneficiary as indicated in the Data Sheet.
- (dd) **"Reimbursable Expenses"** means the out-of-pocket expenses which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (ee) **"RFP Closing Date"** means the date and time specified in the Data Sheet or any extension to this date by which a Bidder's Proposal must be submitted.
- (ff) **"Services"** means everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Section 4, Terms of Reference.
- (gg) **"Sub-consultant"** means a person or entity or entities contracted by the Consultant to perform specific services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-consultant is part of the Personnel.
- (hh) **"Terms of Reference"** means the document included in the RFP as Section 4.
- (ii) **"Travel Status"** means travel approved in writing by DFATD directly related to the Services.

**1.  
Introduction**

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

***Integrity Regime***

- 1.7 In this RFP, the following terms used in relation to the Integrity Regime must be read to include the following words as defined in the RFP:
  - a) Supplier in the Integrity Regime is to include Bidder and Consultant as defined in the RFP;
  - b) Subcontractor in the Integrity Regime is to include Sub-consultant and Contractor as defined in the RFP;
  - c) Canada in the Integrity Regime is to include DFATD, Her Majesty and Government of Canada as defined in the RFP;
  - d) Bid solicitation in the Integrity Regime is to include Request for Proposal as defined in the RFP;
  - e) Bid in the Integrity Regime is to include Proposal as defined in the RFP.
- 1.7.1 The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the Request for Proposal is issued, and all related directives in effect on that date, are incorporated by reference into, and form a binding part of the Request for Proposal. The Bidder must comply with the Policy and directives, which can be found at [Ineligibility and Suspension Policy](#).
- 1.7.2 Under the Policy, charges and convictions of certain offences against a Bidder, its Affiliates, as defined in the Policy, or first tier sub-consultants and contractors and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Bidders is contained in PWGSC's Integrity Database, as defined in the Policy. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Bidders.
- 1.7.3 In addition to all other information required in the Request for Proposal, the Bidder must provide the following:
  - a) By the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b) With its Proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates, and its proposed first tier sub-consultants and contractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Integrity Declaration Form](#).
- 1.7.4 Subject to subsection 1.7.5 by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:

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

1.7.5 Where a Bidder is unable to provide any of the certifications required by subsection 1.7.4, it must submit with its Proposal a completed Integrity Declaration Form, as further described in 7.9 (d), which can be found at [Integrity Declaration Form](#).

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

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

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

## **3. Governing Law**

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

***One Bidder, One Proposal***

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

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

- 6.1 Bidders may request a clarification of any of the RFP elements no later than 7 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 clarification 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 9 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 5 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  
 Ottawa, Ontario  
 Canada  
 K1A 0G2  
 Attention to: Bid Receiving Unit - SGD
- 7.2 Bidders are requested to deliver their Proposals in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the

**Late Proposals**

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 any 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.
- 7.6 A Proposal received by DFATD after the RFP Closing Date will not be accepted 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 Unless specified in the Data Sheet, Bidders are requested to present their Proposals on 8.5" X 11" or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.
- 7.9 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) Financial Statements:
 

If requested in the Data Sheet, DFATD requests that the Bidder's financial statements be submitted in a third sealed envelope clearly marked "FINANCIAL STATEMENT", followed by the RFP reference number, project title and the RFP Closing Date.
  - (d) Integrity Declaration Form (if applicable):
 

If a Bidder is required by the Integrity Regime to complete an Integrity Declaration Form (the Form), as described in paragraph 1.7, the Bidder must place the completed Form(s) in a separate envelope clearly marked "INTEGRITY DECLARATION FORM", followed by the RFP reference number, project title and the RFP Closing Date. The complete Form(s) must be submitted to DFATD with the Bidder's proposal. Upon receipt, DFATD will submit the envelope to PWGSC.
  - (e) Outer envelope:
 

Bidders are requested to place the envelopes containing the technical and financial proposals, and financial statements, if applicable, in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and 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:
- (a) 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
  - (b) 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 Proposals the name of the document(s), and how to obtain them, will be specified in the Data Sheet.

***Language***

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

**9. Technical Proposal**

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

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

***Mandatory Forms to Be Provided***

***Certifications Required with the Proposal***

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

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

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

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

within 10 Days of DFATD informing the Bidder that it is considering such rejection.

***Other Forms to Be Provided***

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

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

***Content presentation***

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

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

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

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

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

**10. Financial Proposals**

10.1 All information related to Fees, costs for Personnel on long-term assignment and Reimbursable Expenses must only appear 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 10.4, 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, costs for Personnel on long-term assignment and Reimbursable Expenses.

10.3 Personnel categories to be used:

- (a) Personnel assigned to the project:
  - i. in the Bidder's home country; or
  - ii. Personnel's home country; or
  - iii. up to but not including 12 consecutive months in the Recipient Country; and
- (b) Personnel assigned to the project in the recipient country on long-term assignment (12 consecutive months or more).

***Pricing Basis***

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

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

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

- (i) Direct salaries – means the amounts paid to individuals for actual time directly worked under the Contract;

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

(iv) Profit

(b) Costs for Personnel on long-term assignment:

- 1) Monthly Rate(s): For each individual under the category of Personnel assigned to the project in the Recipient Country on long-term assignment (12 consecutive months or more), the Bidder must indicate a firm all-inclusive monthly rate for each year that includes the following cost items as applicable. The average monthly rate is not to exceed the ceiling amount indicated in the Data Sheet.
- (i) Housing: cost of a house/apartment as well as related expenses, which may include refurbishment, if applicable, and hotel accommodation at arrival and until permanent accommodation is available;
- (ii) Basic utilities: costs of basic utilities such as water costs; sewage; gas; electricity; rental and repair of meters; garbage collection; primary fuel used for cooking; pest control where required by local laws;

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

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

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

- (i) Travel - relocation: cost of travel and living while on travel status to and from the project location at the commencement and completion of the project;
- (ii) Relocation expenses: the relocation expenses for packing, transport, shipping, en route storage, delivery and unpacking of the household effects. The Consultant is responsible for any related custom duties and insurance charges.

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

**Reimbursable Expenses**

10.5 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 incidental 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 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) purchase and transportation costs of equipment and supplies required to carry out the project;
- (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
- (d) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
- (e) bank transfer fees related to the execution of the project;

- (f) actual cost of salaries and fringe benefits for Local Support Staff;
- (g) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
- (h) field office expenses, including:
  - i. actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
  - ii. actual and Reasonable Costs of the purchase or rental of vehicles required for the project and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and
  - iii. actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan);
- (i) actual and Reasonable Costs of training, including but not limited to tuition, student allowances, textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of the Personnel related to observation tours, studies, formal training, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan);
- (j) for training in Canada only, allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
- (k) actual and Reasonable Costs of the Contractor(s), who may be contracted to perform part of the Services described in the Terms of Reference, including labour and materials;
- (l) any other reasonable expenses not included in the above categories, which are not considered to be Fees, overhead/indirect costs, costs for Personnel on long-term assignment and are specified in the Data Sheet; and
- (m) any other reasonable expenses not included in the above categories, which are not considered to be Fees, costs for Personnel on long-term assignment, overhead/indirect costs and are required by the Bidder to carry out the project.

<b><i>Provision for Multi-year Contract</i></b>	10.6	The Fees and monthly rates must be expressed as fixed annual Fees and rates (i.e. Year 1, Year 2, Year 3, etc.).
	10.7	The total Fees of the Personnel is calculated by multiplying the average Fees for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual.
	10.8	If the Personnel are added during the period of the Contract, the Consultant must propose fixed annual Fees for the remaining Contract period. If DFATD accepts the proposed individual and the Fees, the fixed annual Fees becomes effective on: <ul style="list-style-type: none"> <li>(a) the Contract anniversary date; or</li> <li>(b) if the date has passed, the date of the first workday for which the Consultant invoices DFATD after the Contract anniversary date.</li> </ul>
<b><i>Currency</i></b>	10.9	Bidders must provide the price of the Services in Canadian dollars. The resulting Contract will be awarded in Canadian dollars.
<b><i>Taxes</i></b>	10.10	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.

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

***Costing Principles***

- 10.13 Cost of the Contract is comprised of the total Fees, costs for Personnel on long-term assignment, 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, Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/or financial proposals. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.

- 11.2 Except as otherwise specified in this RFP, DFATD will evaluate Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.

- 11.3 DFATD's Proposal selection method is described in the Data Sheet.

- 11.4 Bidders are advised that Proposals received as a result of this RFP will be evaluated by an Evaluation Team composed of representatives of Canada and may also include representatives of the Recipient Country and other external consultants. All Proposals will be treated as confidential, in accordance with paragraph 20, Confidentiality.

- 11.5 The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel.

***Mandatory Procedural Requirements***

- 11.6 Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.

***Evaluation of Technical Proposals***

- 11.7 Proposals that comply with all of the mandatory procedural requirements will be evaluated based on the evaluation criteria as specified in Section 5, Evaluation Criteria. Any Proposals not meeting the mandatory evaluation criteria will be rejected.

***Mandatory Evaluation Criteria***

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

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

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

***Evaluation of  
Financial  
Proposals***

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

11.14 Fees, costs for Personnel on long-term assignment, administrative mark-up cost, if specified in the Data Sheet 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 proposals (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**

11.20 Bidders must provide price justifications on, and within the time indicated in DFATD’s request. 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 100 person-days billed in 12 consecutive months over the last 2 years; or
- (b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/indirect costs, profit and all other cost included in the proposed Fees; or
- (c) A price breakdown of the costs for Personnel on long-term assignment and of the administrative mark-up rate; or
- (d) Any other supporting documentation as requested by DFATD.

**12. Clarifications**

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

**of Proposals**

following:

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

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

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

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

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

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

**13. Conditions of Contract Award**

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

**(a) Financial Capability**

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

- (i) audited financial statements, if available, or unaudited financial statements for the Bidder's last 3 fiscal years, or for the years that the Bidder has been in business if it is less than 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 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 2 months prior to the date on which DFATD requests this information;
- (iii) if the Bidder has not been in business for at least 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 2 months prior to the date on which DFATD requests this information.
- (iv) a certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

In the event that DFATD considers that the Bidder is not financially capable of performing the RFP requirement, DFATD may require that the Bidder, at the Bidder's sole expense, provide some form of guarantee, for example, a financial guarantee from the Bidder's parent company, a ISLC drawn in favour of DFATD and issued by an Approved Financial Institution or, in the case of a 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 request 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.

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

**(d) Proof of Insurance**

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

**14. Negotiations**

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

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

- 15.1 If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals are available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agree to with DFATD unless the Bidder is unable to do so for reasons beyond its control. For the purposes of this paragraph, only the following reasons will be considered as beyond the control of the Bidder: long-term/permanent illness, death, retirement, resignation, maternity and parental leave, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must propose a replacement with equivalent or greater qualifications and experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not at a minimum achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.

**16. Irrevocable Standby Letter of Credit**

- 16.1 To guarantee the Consultant's obligations under the Contract, within 28 Days of the signature of the Contract, the Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) as specified in the Data Sheet.
- 16.2 An ISLC issued by a foreign financial institution must be confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation. An ISLC must be in Canadian dollars.
- 16.3 All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant's own expense.

**17. Advances**

- 17.1 The Data Sheet specifies whether DFATD will permit advance payments to the Consultant under the Contract resulting from this RFP. A detailed list of expenses eligible for advance payments, if any, is specified in the Data Sheet.
- 17.2 Bidders are requested to indicate in their financial proposals the amount and

nature of advances that will be required by them to undertake the Contract. The Bidder's request for advances will not be evaluated. However, requested advances may be subject to negotiation prior to Contract award.

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

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

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

18.1 After completing negotiations and awarding the Contract to the successful Bidder, DFATD will publish the award of the Contract on the OECD/ DAC website, GETS, DFATD's website and, whenever possible, the official gazette of the Recipient Country.

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

18.3 Bidders may also request the name of the successful Bidder, the total marks obtained by the successful Bidder in each of the categories of the technical component listed in section 5, Evaluation Criteria, and the marks obtained by the successful Bidder for the financial component. Where the request involves a Bidder who is an individual, some information may qualify for protection under the *Privacy Act*.

**19.  
Commencement  
of Services**

19.1 The Consultant is expected to commence provision of the Services within the delay specified in the Data Sheet.

19.2 The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by DFATD.

**20.  
Confidentiality**

20.1 Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act*, and the *General Records Disposal Schedule of the Government of Canada*.

**21. Rights of  
DFATD**

21.1 DFATD reserves the right to:

- (a) reject any or all Proposals received in response to the RFP;
- (b) enter into negotiations with Bidders on any or all aspects of their Proposals;
- (c) accept any Proposal in whole or in part without negotiations;
- (d) cancel the RFP at any time;
- (e) reissue the RFP;
- (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who responded to resubmit Proposals within a period designated by DFATD; and
- (g) negotiate with the sole compliant Bidder to ensure best value to DFATD.

**INSTRUCTIONS TO BIDDERS  
DATA SHEET**

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

<b>Paragraph Reference</b>	
<b>Definitions (r)</b>	For the purpose of this RFP, the following positions are also included as Local Support Staff: not applicable
<b>Definitions (cc)</b>	The Recipient Country is Nepal
<b>Definitions (ee)</b>	The RFP Closing Date is 2019-06-19 at 14:00 hrs, Eastern Daylight Saving Time.
<b>1.5</b>	Bidders' Conference: YES___ NO_✓___ Site tour: YES___ NO_✓___
<b>1.6</b>	Visit can be arranged: YES___ NO_✓___
<b>1.6, 6.2, 6.4, 11.1, 12.2 et 13.1</b>	<b>DFATD Point of Contact is:</b> Frank Loop Senior Contracting Officer Department of Foreign Affairs, Trade and Development (343) 203-5436 <a href="mailto:frank.loop@international.gc.ca">frank.loop@international.gc.ca</a>
<b>2.3</b>	Location of contract negotiation: National Capital Region
<b>5.1</b>	The Proposal validity period is 120 Days after the RFP Closing Date.
<b>7.2</b>	Bidder is requested to submit: <ul style="list-style-type: none"> <li>• Technical proposal: The original and 3 copies</li> <li>• Financial proposal: The original and 1 copy</li> </ul>
<b>7.8</b>	Page size other than 8.5" X 11" or A4 is acceptable: YES___ NO_✓___
<b>7.9 (c)</b>	Financial statements are to be included in the Proposal: YES___ NO_✓___
<b>8.2</b>	Additional documentation is available: YES___ NO_✓___
<b>9.6</b>	Cross-referencing is recommended: YES_✓___ NO___
<b>9.8 (b)</b>	An estimated number of person-days for the project is 120 person-days for the Evaluation Team.
<b>9.9</b>	The Bidder can propose alternative Personnel: YES___ NO_✓___
<b>10.4 (b)</b>	The ceiling monthly rate for Personnel on long-term assignment is <u>not applicable</u> .
<b>10.4 (c)</b>	Administrative mark-up : Yes:___ No :_✓___
<b>10.5 (l)</b>	In addition to the listed eligible Reimbursable Expenses in ITB 10.5, the Bidder is requested to provide the following expenses in FIN-1B: Not Applicable

<b>11.3</b>	<p>Selection Method: Best Value adjusted for cost:</p> <p>The technical proposal is awarded a maximum of 171 points or 80 percent of total possible 211 points and the financial proposal is awarded a maximum of 40 points or ~ 20 percent.</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>	<p>The minimum technical score required is 103 points. Only Proposals that achieve a minimum technical score are considered compliant.</p>
<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 average Fees multiplied by the Bidder's level of effort for each position of Personnel identified in FIN-1A, and the sub-total of Reimbursable Expenses in FIN-1B.</p>
<b>11.16</b>	<p>The clause is applicable: YES___ NO <input checked="" type="checkbox"/>___</p>
<b>11.17</b>	<p>The maximum funding for the Contract resulting from this RFP is \$255,519 CAD, excluding Applicable Taxes.</p>
<b>13.1(c)</b>	<p>The Bidder is subject to security requirements: YES___ NO <input checked="" type="checkbox"/>___</p>
<b>13.1(d)</b>	<ol style="list-style-type: none"> <li>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>The insurance will include the following:</p> <ol 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> </ol> </li>   <li>2. Errors and Omissions Liability Insurance <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> <ol 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> </ol> </li>   <li>3. Health Insurance <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from the Consultant's or Personnel's home country, and that they are physically capable of performing the assigned duties in that country. The Consultant will ensure that its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or Contractors for medical reasons.</p> </li> </ol>

<b>17.1</b>	Advance payments may be permitted: YES___ NO_✓___
<b>19.1</b>	The date for commencement of consulting and professional services is no later than 30 days after the signature of the Contract.

## Section 2. Technical Proposal - Standard Forms

***Guidance to Bidders:***

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

### Bidder's Checklist

***1. Mandatory procedural requirements***

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

<b>Mandatory Procedural Requirements</b>	
The 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. (ITB 4.6)	
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 complies with the certifications of TECH-2 Form from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications in TECH-2.	

The Bidder submitted a completed TECH-2 and TECH-3 Form with its Proposal.	
The Bidder has demonstrated compliance with each of the mandatory evaluation criteria specified in section 5, Evaluation Criteria.	
No information related to the Fees, costs for Personnel on long-term assignment and Reimbursable Expenses appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.4).	
The financial proposal lists all costs associated with the provision of the Services, including Fees for Personnel, costs for Personnel on long-term assignment and Reimbursable Expenses.	
The Fees for Personnel and monthly rates are expressed as fixed annual Fees and monthly rates (i.e. Year 1, Year 2, Year 3, etc.).	
The Financial proposal is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder`s Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 11.12, 11.20, 12 and 13).	
The Bidder complies with the conditions of Contract award stated in ITB 13.	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

**2. Other requirements:**

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

<b>Proposal Presentation and Submission</b>	
Has the technical proposal used the headings and numbering system detailed in section 5, Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in the Data Sheet?	
Has the Bidder submitted its Proposal in the number of originals and copies indicated in the	

Data Sheet?	
Is the original Proposal clearly identified as “Original” on its cover?	
Is the Proposal presented on 8.5” X 11” or A4 paper (or as specified in the Data Sheet) and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Have the original and all copies of the technical proposal been placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date?	
Have the original and all copies of the financial proposal been placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date?	
If requested in the Data Sheet, have financial statements been submitted in a third sealed envelope clearly marked “Financial Statements”?	
If required, has an Integrity Declaration Form been submitted in accordance with paragraph 7.9(d)?	
Have the envelopes containing the technical and financial proposals, and financial statements, if applicable, been placed in an outer envelope and sealed?	
Does the outer envelope bear: <ul style="list-style-type: none"> <li>- name of the Bidder;</li> <li>- return address of the Bidder;</li> <li>- submission address;</li> <li>- RFP reference number;</li> <li>- project title; and</li> <li>- the RFP Closing Date.</li> </ul>	
Have the proposal withdrawal, substitution and/or modification, if any, been done as per ITB paragraph 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 TECH-4 according to the specified format?	
Has the Bidder completed and included all TECH-5 forms according to the specified format?	
Has the Bidder completed and included all TECH-6 forms according to the specified format?	

Has the technical proposal clearly and in sufficient depth addressed the rated requirements against which the Proposal is evaluated?	
Has the technical proposal conformed to the specified page limits as indicated in section 5, Evaluation Criteria?	
<b>Financial Proposal</b>	
Does the Bidder's price exclude all Applicable Taxes? Canadian Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimated amount in the financial proposal separately.	
Has the Bidder indicated in its financial proposal the amount and nature of advances that it will require in undertaking the Contract, if any?	

**FORM TECH-1**  
**Acceptance of Terms and Conditions**

***Guidance to Bidders:***

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

The Proposal to the Department of Foreign Affairs, Trade and Development is for the provision of the Services in relation to: Summative Evaluation of the Nepal Earthquake Relief Fund Initiative.

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

Person authorized to sign on behalf of the Bidder:

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

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

**Eligibility Certification:**

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

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

determine whether a conflict of interest, an appearance of conflict of interest or an unfair advantage exists.

## **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#afed>) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

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

OR

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

## **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 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**  
*Proposed Personnel 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. Maximum three (3) pages per assignment for the proposed Personnel

Proposed Team Member (Name and title):

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

## **FORM TECH-5 Methodology**

***Guidance to Bidders:***

Bidders are requested to use the following TECH forms as part of their technical proposals. There is no specific form or format to follow.

## FORM TECH-5A Team Composition

The Bidder should provide information on resource utilization and allocation: Evaluation Team Leader and additional personnel.

**Maximum two (2) pages.**

Name	Position	Evaluative Skills and Thematic Knowledge	Tasks and Responsibilities	Level of Effort (days)
	Team Leader	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> </ul>	
	Title	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> </ul>	
...	...	...	...	...

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

Proposed position				
Name and citizenship				
Education (degrees received, institutions' name and pertinent dates)				
Professional Certification(s)				
Present employer and position (if applicable)				
Length of service with current employer and status (permanent, temporary, contract employee, associate, etc.)				
Language (s) spoken, read and written, and degree of proficiency in each category  The following website describes the language proficiency levels: <a href="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</a>	<b>Language</b>	<b>Oral</b>	<b>Reading</b>	<b>Writing</b>
	English			
	Other			
<b>Personnel Experience:</b> The Bidder should present the proposed personnel's work experience in reverse chronological order.				
Assignment Title:		Role of the proposed Individual:		
Assignment start date: (year/month)		Assignment end date: (year/month)		
Level of effort for the assignment in days:		Geographical area (country(ies)/region(s):		
Assignment Description				
References (name, title, phone and email)				

**FORM TECH-6B**  
**COMMITMENT TO PARTICIPATE IN THE PROJECT**

***Guidance to Bidders:***

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

**1 REFERENCE**

Project Title Summative Evaluation of the Nepal Earthquake Relief Fund Initiative	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 requested by DFATD to provide the Services under the Contract awarded as a result of this RFP.	
Name (print or type)	
Signature	Date

## Section 3. Financial Proposal - Standard Forms

### FORM FIN-1

#### TOTAL COST

***Guidance to Bidders:***

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

### FORM FIN-1A

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

***Guidance to Bidders:***

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

The number of person-days for the project Core Evaluation Team is 120 person-days.

The Bidder must propose a Core Evaluation Team including an Evaluation Team Leader and a Field Work Methodologist.

The Bidder can propose additional Core Evaluation Team members based on their proposed Methodology. These additional Positions are Statistician, SEG/WASH Specialist and Gender Specialist. The Bidder can propose any or all of these additional positions.

**The proposed LOE for all positions proposed must total 120 days.** For Example: The LOE for the Evaluation Team Leader and a Field Work Methodologist is 30 days each and the LOE for the Statistician, SEG/WASH Specialist and Gender Specialist is 20 days each.

Personnel Resource Name	Personnel Position	Firm all-inclusive Daily Fees \$	(LOE) Proposed by the Bidder (person-days)	Sub-Total Estimated Cost
	Evaluation Team Leader			

<b>Personnel Resource Name</b>	<b>Personnel Position</b>	<b>Firm all-inclusive Daily Fees \$</b>	<b>(LOE) Proposed by the Bidder</b>	<b>Sub-Total Estimated Cost</b>
	Field Work Methodologist			
	Additional positions			
<b>TOTAL COST for FIN-1A (exclusive of any taxes)</b>				

### FORM FIN-1B

#### COST OF REIMBURSABLE EXPENSES

***Guidance to Bidders:***

The Bidders are requested to include all Reimbursable Expenses related to the project in the table below. The Bidders are requested to include inflation, if any, in their cost line items.

<b>Indicative Reimbursable Expenses</b>				
<b>#</b>	<b>Description</b>	<b>Units</b>	<b>\$, Per Unit</b>	<b>Sub-total, \$</b>
a)	<b>Travel expenses:</b>			
	Transportation			
	Meals, incidentals, and private vehicle			
	Visa/work permits costs			
	Accommodation			
	Other			
b)	<b>Communication Costs</b>			
c)	<b>Translation and reproduction costs</b>			
d)	<b>Local sub-consultants</b>			
e)	<b>Other (specify)</b>			
	<b>Grand Total</b>			

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

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

**FOR THE**

**SUMMATIVE EVALUATION**

**OF THE**

**Nepal Earthquake Relief Fund Initiative  
(NERF)**

Project Number: P-002430

**Canadian Partnerships for Health and Social Development  
Partnerships for Development Innovation  
Department of Foreign Affairs, Trade and Development Canada (DFATD)**

## LIST OF ACRONYMS

CAWST:	Centre for Affordable Water and Sanitation Technology
CECI:	Centre d'étude et de coopération internationale
CIDA :	Canadian International Development Agency
COBDEPS:	Community for Business Development Promotion Society
DFATD:	Department of Foreign Affairs, Trade and Development Canada
DWSS:	Department of Water Supply and Sewerage
ENPHO:	Environment and Public Health Organization
ETL:	Evaluation team leader
FAO:	Food and Agriculture Organization
FTP:	Financial and Technical Partner
GAC:	Global Affairs Canada
GE:	Gender Equality
GMSP:	Gramin Mahila Sriajanshil Pariwar
GNN:	Good Neighbors Nepal
IFRC:	International Federation of Red Cross and Red Crescent Societies
JGSS:	Janahit Gramin Sewa Samittee
LM:	Logic Model
LoE:	Level of Effort
MANK:	Mahila Atma Nirbharta Kendra
MSME:	Micro, small and medium-sized enterprises
NERF:	Nepal Earthquake Relief Fund
NGO:	Non-governmental organization
NRA:	National Reconstruction Authority
OCHA:	Office for the Coordination of Humanitarian Affairs
ODF:	Open Defecation Free
OECD/DAC:	Organisation for Economic Co-operation and Development/Development Assistance Committee
PMF:	Performance Measurement Framework
PDRF:	Post-Disaster Recovery Framework
PTA:	Project Technical Authority
RBM:	Results-Based Management
RDMSC:	Rural Development Multiple Service Committee of Nepal
SEG:	Sustainable Economic Growth
SOLVE:	Society of Local Volunteers' Effort
ToR:	Terms of Reference
UNICEF:	United Nations Children's Fund
VDC:	Village Development Committee
WASH:	Water, sanitation, and hygiene

## **1 RATIONALE, PURPOSE AND SPECIFIC OBJECTIVES OF THE EVALUATION**

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

The purpose of the summative evaluation of NERF is to:

- Account for results to the Governments of Nepal and Canada, the five Canadian and six Nepali implementing partners, and the communities in which the Initiative was implemented;
- Inform potential future design of early recovery programming following the immediate response to a natural disaster in a developing country.

The evaluation will be undertaken in the final year of programming for NERF so that project staff are available and that a balance is achieved between sufficient time having elapsed for significant progress to be made towards the projects' intermediate outcomes and minimizing the period required for project stakeholders to recall the achievement of these outcomes.

There will be multiple audiences for the evaluation including the governments of Nepal and Canada, implementing partners (both local and Canadian), and the communities in which NERF activities have been implemented.

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

The specific objectives of the evaluation are the following:

- assess the appropriateness/relevance and sustainability of the results (outcomes) of the development intervention;
- assess the effectiveness and coverage of the development intervention;
- assess the integration of the three cross-cutting themes of gender equality, environmental sustainability and improved governance into project activities;
- examine the coordination among the projects' 5 implementing partners as well as with other donors/NGOs working in the same geographical zones, and the synergies created as a result;
- provide findings, conclusions, recommendations and lessons learned to inform the future design of early recovery programming following the immediate response to a natural disaster.

## **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**

On April 25, 2015, a 7.8-magnitude earthquake struck near Kathmandu, Nepal and was followed by a series of large aftershocks, including a further 7.3-magnitude earthquake on May 12. The disaster, which affected over 8 million people, led to more than 9,000 deaths, and temporarily displaced 2.8 million people, prompted a significant response from the international community. Severe devastation was

caused to homes, livelihoods, and private and public properties, including considerable damage to sanitation infrastructure. According to the Government of Nepal's Post-Disaster Needs Assessment, the total cost of losses and damages caused by the earthquakes was estimated at US\$7 billion, representing one third of the country's gross domestic product.

The Government of Canada provided a total of \$27 million in humanitarian assistance funding in response to the crisis, which was directed to experienced and trusted humanitarian partners, including UN humanitarian agencies such as the World Food Programme, the United Nations Children's Fund (UNICEF), the Office for the Coordination of Humanitarian Affairs (OCHA), the Food and Agriculture Organization of the UN (FAO), Canadian and international non-governmental organizations (NGOs) and the International Federation of Red Cross and Red Crescent Societies (IFRC). In addition, on April 27, 2015, the Government of Canada launched the Nepal Earthquake Relief Fund to engage the Canadian public and support humanitarian, recovery and reconstruction efforts. The Government of Canada committed to allocate an equivalent amount in response to the crisis.

On December 25, 2015, the Government of Nepal formed the National Reconstruction Authority (NRA), the legally mandated agency responsible for leading and managing earthquake recovery and reconstruction. The NRA published the Post-Disaster Recovery Framework (PDRF) 2016-2020 to provide a systematic, structured and prioritized framework for implementing recovery and reconstruction. The PDRF is a common framework meant to serve all of government, as well as national and international partners and other recovery stakeholders, including the affected population.

The damages and losses for water, sanitation and hygiene (WASH) were calculated on the basis of rapid assessments undertaken by Water Supply and Sanitation Offices at the district, divisional- and sub-divisional level in the 14 most affected districts declared 'crisis-hit' by the government. The Department of Water Supply and Sewerage (DWSS) also worked out estimates for an additional 17 districts that were classified by the government as moderately affected by the earthquake. The findings of the assessment showed that out of a total 11,288 water supply systems in the 14 most-affected affected districts, 1,570 sustained major damages, 3,663 partial damages, and that approximately 220,000 toilets were partially or totally destroyed. Likewise, of the total 16,433 water supply systems in the 17 moderately affected districts, 747 sustained major damage, 1,761 were partially damaged, and approximately 168,000 toilets were partially or totally destroyed.

While the restoration of WASH resources was urgently felt by the population as a whole, vulnerable and marginalized people, such as women, girls, ethnic minorities and disabled people were particularly hard-hit. With water access compromised by the effects of the earthquake, women and girls' already disproportionate care burden with regards to household water needs increased, and quite significantly in some communities. Additionally, women and girls' ability to meet their basic hygiene needs, safely and privately, which was already constrained due to structural gender inequality, was only exacerbated with the loss of critical water and hygiene systems.

The earthquakes had a serious impact on agriculture-based livelihoods in the affected districts, increasing the vulnerability of rural communities to hunger and food insecurity. For example, there was damage to crop lands, livestock shelters, and agricultural tools and equipment. Production losses included the value of lost crops, livestock, and seed stocks, increased costs of production, as well as estimated production losses in subsequent seasons. Moreover, in Nepal, agriculture is dominated by women. The feminization of agriculture is the consequence of an increase in the migration of men to cities in Nepal and beyond. This also meant that more women than men in this sector felt the full brunt

of the effects of the earthquakes and also struggled the most to recover. Their vulnerability is compounded by their limited ownership of agricultural land, limited access to extension services and inputs, as well as limited options for alternate livelihoods. These constraints hold true for caste-based and ethnic minorities as well.

With regards to non-agricultural livelihoods, a substantial number of household-based micro enterprises suffered major damage to their premises or collapsed completely. In addition, there was damage to stocks of raw materials and finished goods. Added to these supply-side constraints was a decrease in demand for a number of reasons, including lower domestic consumption due to lower purchasing power of consumers, a reduced desire to purchase non-essential goods/services, and a drastic reduction in tourism. Finally, roads, bridges and customs points were severely affected, which had significant implications for trade in both merchandise and services.

### **2.1.2 Description of the Development Intervention**

In response to the earthquake, Canada established the Nepal Earthquake Relief Fund, which committed the Government of Canada to matching eligible private donations to approved Canadian organizations. Of the total \$51.7 million designated for the Fund, \$10 million was designated for the Partnerships for Development Innovation Branch (KFM).

A decision was made to focus KFM's programming efforts on water, sanitation and hygiene (WASH) and sustainable economic growth (SEG), so as to address post-earthquake priorities identified by the Government of Nepal. Canadian partners were invited to submit applications under the department-initiated selection mechanism that were active in Nepal with funding from GAC, programming in WASH or SEG, and able to align with the timelines of early recovery interventions in Nepal. Only five organizations met all of these criteria – CARE Canada, the Centre for Affordable Water and Sanitation Technology (CAWST), Oxfam Canada, the Centre d'étude et de coopération internationale (CECI), and World Vision Canada. Below are summaries of the five projects funded under NERF.

#### **Sustainable Water, Sanitation and Hygiene Action in Nepal (SWASTHA Nepal)**

This 2.25-year (January 2017 to March 2019), \$2M project is being implemented by CARE Canada through its local partner CARE Nepal and two local NGOs (Resource Identification and Management Society Nepal and the Community Self-Reliance Centre) to increase the consumption of potable water, the use of improved sanitation services, and the adoption of improved hygiene practices for 27,781 individuals (49.5% women) in the districts of Sindhupalchowk and Dhading.

CARE is implementing SWASTHA through the following intermediaries:

- FEDWASUN (Federation of Drinking Water Supply and Sanitation Users Nepal), an umbrella organization of drinking water and sanitation users' groups in Nepal;
- Drinking water users committees;
- Staff of primary and secondary schools and health facilities;
- Female and male community health volunteers.

CARE also works in partnership with government stakeholders such as the Division of Water Supply and Sewerage and Rural Municipalities and Rural Municipal WASH Coordination Committees.

#### **Reconstruction and Resilience of WASH Services through Capacity Building**

This 3.5-year (November 2016 to March 2020), \$1.6M project is being implemented by CAWST in

partnership with the Environment and Public Health Organization (ENPHO) Training Centre to increase the consumption of potable water for 240,000 people, and the use of improved sanitation services for 20,000 people, in the districts of Dolakha, Sindhupalchowk, Kavrepalanchok, Nuwakot and Dhading. As a result of the project, local governments and other community organizations will be able to use new knowledge, skills and innovation to better and more equitably respond to water & sanitation needs.

CAWST and ENPHO are supported in project implementation by District Project Approvals Committees (which include representation from local government) and community-based organizations. Government partners include District Education and Public Health Offices, District Development Committees, and the successors to the Village Development Committees (which were dissolved in March 2017).

### **WASH Recovery Assistance to Earthquake-Affected Communities of Sindhupalchowk**

This 2 year (January 2017 to December 2018), \$2M project is being implemented by Oxfam Canada in partnership with Oxfam Nepal through three local organizations: Janahit Gramin Sewa Samittee (JGSS), Gramin Mahila Sriajanshil Pariwar (GMSP), and Mahila Atma Nirbharta Kendra (MANK). The project is directly benefiting 20,140 (10,082 female) beneficiaries in Sindhupalchowk district through increased and inclusive consumption of potable water, increased and inclusive use of improved sanitation services, and improved and inclusive household-level hygiene practices.

The project involves a number of community-based committees in decision-making, the management, operation, and maintenance of WASH infrastructure, and in monitoring activities. These are: Water User Committees, Hospital/Health Facility Management Committees, School Management Committees, Village and Ward WASH Coordination Committees, Local and Community Disaster Management Committees, and the successors to the Village Development Committees.

### **Punarnirman: Livelihood Promotion for Earthquake Affected Populations in Nepal**

This 2.75 year (January 2017 to September 2019), \$2M project is being implemented by CECI through three local partners: Tuki Association Sunkoshi, Rural Development Multiple Service Committee of Nepal (RDMSC), and Society of Local Volunteers' Effort in Nepal (SOLVE-Nepal). By the end of the project, 18,000 women (60%) and men, adults and youth (50%), directly affected by the earthquake in the districts of Sindhupalchowk, Kavrepalanchok, and Lalitpur, will have built their capacity to manage their own agro-economic activities, restarted their micro-enterprises, and developed their employability through market-driven skills development.

For effective coordination, the project ensures the participation of communities, community leaders, and local authorities in all three districts at all stages of implementation.

### **Nepal Economic Recovery Project (NERP)**

This 2-year (December 2016 to December 2018), \$2M project is being implemented by World Vision Canada in partnership with World Vision International Nepal through two local partners: Community for Business Development Promotion Society (COBDEPS) and Good Neighbors Nepal (GNN). The project is reaching an estimated 9,794 beneficiaries (53.7% women) in the districts of Gorkha and Nuwakot through the provision of agricultural inputs, business and financial support, and labour market skills training.

To ensure local government ownership of project activities, World Vision works with District Agriculture Development Offices, District Livestock Offices, and the District Cooperative Division.

### **2.1.3 Logic Model**

Each project has its own logic model but shares the same ultimate and intermediate outcomes as other sectoral projects (WASH and SEG).

The ultimate outcome for all five projects is the “Improved well-being and resilience of women, men, girls, and boys in targeted, earthquake-affected areas of Nepal.”

Expected results of the three WASH projects at the intermediate level are: increased sustainable and equitable consumption of potable water; increased use of gender-appropriate, sustainable improved sanitation services; improved sustainable hygiene practices among women, men, boys and girls; and more local governments and other community organizations using new knowledge, know-how and innovations to better respond to water and sanitation needs.

Expected results of the two SEG projects at the intermediate level are: increased capacity for women and men to manage and control their environmentally sustainable economic enterprises (including agricultural sector businesses); increased establishment of environmentally sustainable micro, small and medium-sized viable enterprises, especially those led by women living in earthquake-affected areas; and a population of working-age adults, especially women and youth living in earthquake-affected areas, that has the essential demand-driven basic skills and knowledge needed to take advantage of economic opportunities in the formal labour market.

A consolidated logic model for all 5 projects has been constructed below that includes outcomes at ultimate, intermediate, and immediate levels.

## LOGIC MODEL FOR THE NEPAL EARTHQUAKE RELIEF FUND

<b>Ultimate Outcome</b>	Improved well-being and resilience of women, men, girls, and boys in targeted, earthquake affected areas of Nepal														
<b>Inter-mediate Outcomes</b>	Increased sustainable and equitable consumption of potable water, focusing on vulnerable people (particularly women and girls) in targeted earthquake-affected communities		Increased use of gender-appropriate, sustainable improved sanitation services, focusing on vulnerable people (particularly women and girls) in targeted, earthquake-affected communities		Improved sustainable household-level hygiene practices among women, men, boys and girls in targeted, earthquake-affected communities		More local governments and other community organizations using new knowledge, know-how and innovations to better respond to water and sanitation needs		Increased capacity for women and men in earthquake-affected areas to manage and control their environmentally sustainable economic enterprises		Increased establishment of environmentally sustainable micro, small and medium-sized viable enterprises, especially those led by women living in earthquake-affected areas		A population of working-age adults, especially women and youth living in earthquake-affected areas, that has the essential demand driven basic skills and knowledge needed to take advantage of economic opportunities in the formal labour market		
<b>Immediate Outcomes</b>	Increased and equal access to safe, adequate and sustainable drinking water for earthquake-affected households (particularly women and girls) and institutions (schools and health facilities)	Improved knowledge and capacity of inclusive water user committees and local institutions to identify, construct, and maintain sustainable drinking water systems	Increased and equal access of earthquake-affected communities to improved sanitation services, focusing on vulnerable households (particularly women and girls) and institutions (schools, public places and health facilities)	Improved knowledge and capacity of households (with a focus on women and girls) and local institutions to identify, construct, monitor and maintain improved sanitation facilities and services.	Increased knowledge of households (with a focus on women and girls) and institutions in earthquake-affected communities to identify and promote improved hygiene practices	Increased and equal access of individuals, households and institutions in earthquake-affected communities to improved hygiene facilities, focusing on vulnerable people (particularly women and girls)	Improved knowledge, skills and motivation of local organizations, governments and volunteers to better respond to the water and sanitation needs of earthquake-affected women, men, girls, boys and people who are marginalized.	Stakeholders are integrating learnings on WASH capacity building into their strategies to better respond, in a gender appropriate and environmentally sustainable way, to the water and sanitation needs of earthquake-affected communities.	Increased skills and knowledge of affected women and men in rural communities to engage in diversified and environmentally sustainable agricultural and livestock based economic activities	Increased ability of communities to minimize the adverse impact of disasters on their well-being and livelihoods	Increased access to business products and services that address the needs of environmentally sustainable MSMEs, especially those led by women in earthquake-affected areas	Enhanced ability of financial and business development service providers to develop and deliver gender sensitive products/services for MSMEs especially those led by women including marginalized groups.	Enhanced knowledge of community savings groups on financial and business development services including gender sensitive products/services for MSMEs, especially those led by women	Increased community knowledge on labour market needs and sectors with high potential for employment especially, for women and youth	Increased skills of earthquake-affected individuals, including women and youth in line with the labour market demand

## **2.1.4 Stakeholders**

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

- 1) CARE Canada and CARE Nepal
- 2) Resource Identification and Management Society (RIMS) Nepal
- 3) Community Self-Reliance Centre (CSRC)
- 4) Centre for Affordable Water and Sanitation Technology (CAWST)
- 5) ENPHO Training Centre
- 6) Oxfam Canada and Oxfam Nepal
- 7) Janahit Gramin Sewa Samittee
- 8) Gramin Mahila Sriajanshil Pariwar
- 9) Mahila Atma Nirbharta Kendra
- 10) Centre d'étude et de coopération international (CECI)
- 11) Tuki Association Sunkoshi
- 12) Rural Development Multiple Service Committee of Nepal (RDMSC)
- 13) Society of Local Volunteers' Effort in Nepal
- 14) World Vision Canada and World Vision International Nepal
- 15) Community for Business Development Promotion Society
- 16) Good Neighbors Nepal

### ***Primary stakeholders (direct beneficiaries)***

- 1) CARE Canada: 27,781 individuals (49.5% women), 54 hygiene promotion committees, 30 Municipal WASH Coordination Committees, and 12 mothers' groups in Dhading and Sindhupalchowk districts;
- 2) CAWST – 2,252 individuals (49.1% women) in the districts of Dolakha, Sindhupalchowk, Kavrepalanchok, Nuwakot and Dhading;
- 3) Oxfam Canada – 20,140 individuals (50% women), 16 Child Clubs, 4 public latrine management committees, 15 water user committees, and 12 Municipalities and Municipal WASH Coordination Committees in Sindhupalchowk district;
- 4) CECI: 18,000 individuals (60% women) and 9 disaster risk management committees in Sindhupalchowk, Kavrepalanchok and Lalitpur districts;
- 5) World Vision – 9,794 individuals (53.7% women) and 7 Ward Disaster Climate Resilience Committees in Gorkha and Nuwakot districts.

### ***Donor organisations***

- 1) DFATD

### ***Interested parties***

- 1) Government of Nepal
- 2) Other donors funding early recovery programming in Nepal and in response to disasters elsewhere in the developing world.
- 3) Other NGOs implementing early recovery programming in Nepal and in response to disasters elsewhere in the developing world.

## **2.2 Evaluation Scope**

The scope of the evaluation covers the entire development intervention described in section 2.1.

## **3 EVALUATION CRITERIA**

The evaluation applies the criteria below:

- a) OECD/DAC
  - 1. Effectiveness
  - 2. Relevance / Appropriateness
  - 3. Sustainability
  - 4. Coverage
  - 5. Coordination
- b) DFATD Cross-cutting Themes
  - 6. Gender Equality
  - 7. Environmental sustainability
  - 8. Governance

## **4 EVALUATION QUESTIONS**

The following questions are based on the above criteria:

### **4.1 OECD/DAC**

#### **4.1.1 Effectiveness**

- a) To what extent has the development intervention achieved the expected immediate and intermediate outcomes and made progress towards the ultimate outcome as per the Logic Model?
- b) What have been the unintended results of the development intervention, either positive or negative?

#### **4.1.2 Relevance / Appropriateness**

- a) To what extent were intervention activities relevant to the “early recovery” phase following a natural disaster, i.e., the transitory space between immediate humanitarian assistance and long-term development?

#### **4.1.3 Sustainability**

- a) What is the likelihood that results/benefits will continue after GAC involvement ends?

#### **4.1.4 Coverage**

- a) To what extent were the most earthquake-affected districts, and the most-affected people within these districts, reached?

#### **4.1.5 Coordination**

- a) To what extent did the five Canadian partners coordinate the implementation of the development intervention amongst one another (both in Canada and in Nepal), with local and national authorities, and with other NGOs working in the same geographic areas?

## 4.2 DFATD Cross-cutting Themes

### 4.2.1 Gender Equality

Gender equality is a cross-cutting theme that must be considered an integral part of all evaluations. Whether gender equality results are identified in the Logic Model or not, the integration or non-integration of gender equality as a cross-cutting theme in the intervention has to be assessed.

- a) To what extent has the intervention contributed to the advancement of women's equal participation with men as decision-makers?
- b) To what extent has the intervention reduced gender-based inequalities in access to and control over the resources and benefits of development?

### 4.2.2 Environmental Sustainability

- a) To what extent has the investment achieved results in environmental sustainability?

### 4.2.3 Governance

- a) To what extent has the investment achieved results in governance?

## 5 ROLES AND RESPONSIBILITIES

### 5.1 Consultant

The Consultant must carry out the evaluation in conformity with the *“OECD/DAC (2010) Quality Standards for Development Evaluation”* and best practices in evaluation.

The Consultant has the overall responsibility for:

- Ensuring that all products adhere to the *OECD/DAC (2010) Quality Standards for Development Evaluation*;
- Managing the evaluation following the work plan approved by the Project Technical Authority (PTA);
- Ensuring the quality assurance of all deliverables
- Preparing and submitting all deliverables for revision and approval by the PTA;
- Reporting regularly on progress to the PTA; and
- Putting together a team with the requisite skills, subject to the PTA's approval.

Stakeholder consultation is fundamental to DFATD evaluations of development interventions, thus the Consultant must ensure that stakeholders are consulted throughout the evaluation process. Note: the Consultant shall not however, share draft deliverables with stakeholders without approval by the PTA. This is required to ensure a robust quality assurance throughout the evaluation process.

### 5.2 Department of Foreign Affairs, Trade and Development

The PTA in charge of the evaluation will be responsible for the following:

- Managing the Consultant's contract;
- Acting as the main contact person for the Consultant;
- Reviewing, commenting and approving all deliverables, and facilitating access to documentation and people deemed of importance to the evaluation process;
- Ensuring that all deliverables meet the OECD/DAC Quality Standards, in collaboration with DFATD Diplomacy, Trade and Corporate Affairs Evaluation Division, and as required with sector and thematic specialists;

- Sharing deliverables with key stakeholders;
- Collecting stakeholders' comments on the draft report;
- Including the management response in the final Evaluation Report;
- Including verbatim stakeholders' comments (if applicable);
- Assessing the overall performance of the Consultant for the present mandate;
- Disseminating the evaluation.

## 6 Evaluation Process

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

### 6.2 Work plan

The Consultant<sup>1</sup> must prepare a work plan that will operationalize and direct the evaluation. The work plan must follow the outline provided in Annex 1.1 and the instructions below. 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 is elaborated based on the information presented in this ToR to bring greater precision to the planning and design of the evaluation. It is based on a preliminary review of the documentation, discussions with key stakeholders, literature review, etc.

The following paragraphs provide instructions 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 includes an evaluability assessment that will guide the evaluation design. The Consultant must:

1. review the coherence and logic of each intervention and the Performance Measurement Frameworks (PMF) of the development interventions to:
  1. 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?

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<sup>1</sup> Heretofore and unless otherwise specified the word 'Consultant' will refer to either an individual or to a team of consultants.

- is each outcome realistic and achievable?
  - is each outcome located at the proper outcome level?
  - are the causal relationships between outcome levels logical?
2. confirm a shared interpretation among key stakeholders of the development intervention's expected immediate and intermediate outcomes;
  3. validate indicators and targets to assess each outcome (NOT output) according to DFATD's RMB guide<sup>2</sup>
  4. propose measures to address flaws in the above listed elements for the purpose of conducting the evaluation;
2. 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;
  3. examine and document the following key factors:
    - existence and quality of data (specifically including sex-disaggregated data);
    - 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).
  4. 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 is to 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 must, 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.

Important note for the formulation of the data collection methodology: Data collection with primary stakeholders (i.e. at household, community/village/ward and/or business levels) located in targeted districts is to be carried out by a local team to be subcontracted by the Consultant (at least 90 person-days for enumerators, excluding the design, pilot, training, field test, supervision, and data cleaning). This team will include a local supervisor. Moreover, part of the local team can also participate in data collection at the higher levels (district and national), if deemed necessary. For data collection at household/community level, it is suggested to use a knowledge, attitudes and practices (KAP) survey and Lot Quality Assurance Sampling (LQAS) methodology (where applicable) to increase speed and reduce cost associated with data collection.

<sup>2</sup>[http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/rbm\\_guides-gar\\_guides.aspx?lang=eng](http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/rbm_guides-gar_guides.aspx?lang=eng).

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 must 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. Note: Sampling – at the primary stakeholders level located community/village level – must be stratified with probability proportional to size.

For data analysis, the Consultant must explain how the information collected is to be organized, classified, tabulated, inter-related, compared and displayed relative to the evaluation questions, including how multiple sources of data are integrated.

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

The Consultant must 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.).

### **6.3 Data Collection and Validation**

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

The field mission is expected to be no longer than four and a half weeks in duration for the Team Leader. During this period, the Consultant, in collaboration with the subcontracted local firm, is responsible to:

1. Finalize the translation (validated by back translation) of field manuals/guides and data collection protocols (group interviews, individual questionnaires, observation grids, rulers, data entry system, etc.) that have been prepared by the Consultant before the data collection mission and included in the work plan;
2. Finalize the set-up of a simple and efficient data entry system along with field manuals/guides and training material for data entry staff;
3. Pilot (test) guides and data collection protocols (group interviews, individual questionnaires, observation grids, rulers, data entry system, etc.) on a small sample of primary stakeholders;
4. Finalize the sampling process and prepare enumerator teams travel plans;
5. Finalize data collection field manuals/guides and draft training tools for the local enumerators;
6. Prepare training for the field data collection team, including teaching material and tools. The training should not be improvised: it must be prepared in advance by taking advantage of the lessons learned from the testing phase of data collection tools. Part of this work can be done before the field mission; and
7. Review filled data collection tools after the field test (described below), select the final team and make necessary adjustments (tools, staff understanding, and dismissal of incompetent staff, as

necessary). Note: an excess of enumerators will be trained in order to ensure that sufficient enumerators are available to complete the subsequent tasks.

The local firm subcontracted by the Consultant will:

1. Train the local supervisor and local enumerators. They will have to fully understand the data collection tools. They will also have to organize themselves in order to coordinate the tasks to ensure the use of different collection tools and / or questionnaire modules, etc.;
2. Conduct a field test: All local enumerators and the local supervisor must participate in the field test;
3. Conduct primary stakeholder-level field data collection with a team of local enumerators;
4. Enter the data; and
5. Clean the data and deliver the final database to the Consultant.

The primary stakeholder-level field data collection and data entry and cleaning period should not exceed five weeks. DFATD field staff will be briefed by the Consultant on arrival and preliminary data (excluding field data collected from primary stakeholders by the local firm) shall be presented to key stakeholders for validation two days before departure from the field. Note: The validation during data collection process is not an approval exercise. It is meant to add external validity and ensure that the Consultant's preliminary data (not yet findings) are accurate, reliable and relevant and, that important data have not been omitted.

Four weeks after receiving the field data from the local firm, the Consultant will conduct a post-mission debriefing/validation session in Gatineau, or via VCNET.

#### **6.4 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 1.4 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."

#### **6.5 Management Response**

DFATD and the 5 implementing partners 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.**

## 6.6 Consultant Performance Appraisal

DFATD will assess the overall performance of the Consultant for the current mandate<sup>3</sup>.

## 6.7 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.

## 7 CONSULTANT PROFILE

This evaluation is to be carried out by a multi-disciplinary team that will be externally recruited, and whose team members (or the company that they work for) will not have been involved in the design, implementation or monitoring of project during the period under review, nor will they have other conflicts of interest or bias on the subject. The Consultant identifies several people to form the evaluation team. The members of the evaluation team should possess a mix of evaluative experience, skills and thematic knowledge. In particular the team must have the capacity to ensure that gender equality is taken into account in all aspects of the evaluation (i.e. design, data collection, analysis and reporting). Finally, the team should include professionals from Nepal.

NOTE: it is suggested that:

- to minimize cost, some team member(s) provide remote (on-line) support or be located in Nepal. (e.g. some of the statistical work could be done on-line).
- to minimize travel costs and ensure adequate supervision, the individual having the field data methodology expertise/experience be located in Nepal.

### 7.1 Core Evaluation Team

#### 7.1.1 Evaluation Team Leader

The Evaluation team leader must be an Evaluator at senior level. In addition, the Evaluation team leader must have the following experience/knowledge/expertise:

- a) Experience with evaluation mandates that are similar to the one for this evaluation, i.e., for post-disaster recovery projects;
- b) Experience working in Nepal;
- c) Language<sup>4</sup>: English with French
- d) Expertise in leading mixed methods research studies (i.e., in designing quantitative and qualitative data collection tools, and collecting and analyzing quantitative and qualitative data);
- e) Minimum of a Master's degree in the social sciences (for example, economics, political science, international development, sociology, anthropology, women's studies, public policy and administration).

#### 7.1.2 Field Work Methodologist:

- a) Formal education: Master's degree in social sciences or related field;

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<sup>3</sup> The Consultant performance appraisal can be found at this address : <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctsoc-tpsso-annd-eng.html>

<sup>4</sup> Language proficiency level must be at least *Advanced Professional Proficiency* (level 4) in writing, reading and oral interaction. see : [http://www.international.gc.ca/ifait-iaeci/test\\_levels-niveaux.aspx?lang=eng&view=d](http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng&view=d)

- b) Experience in designing, planning, implementing field data collection work at community level (data will be gathered by local teams), including:
  - designing all needed data collection tools, field manuals, training, etc.
  - implementing data collection (from pilot testing, training of supervisors/enumerators, field testing, up to the launch of the formal data collection, etc.)
  - Experience of knowledge, attitudes and practices (KAP) surveys.
  - Familiarity with mobile technology (cell phones, PDAs) for data collection (desirable);
- c) Experience in designing, planning, implementing data entry (including database development) and cleaning procedures;
- d) Experience with quantitative statistical analysis and frequent application of quantitative analysis software such as SPSS, STATA, etc.
- e) Experience with qualitative analysis and frequent application of qualitative data analysis software such as NVivo, MAXqda, ATLAS.ti, or equivalent application.
- f) Experience working with a team of international consultants, assisting the team leader;

### **7.1.3 Evaluation Team Knowledge/Experience/Expertise**

The team (including the team leader) must collectively have the knowledge/expertise/experience to provide the services indicated in the ToR. The majority of the team members should have experience working in Nepal or in South Asia. Minimally the team must have the following:

#### **7.1.3.1 Statistical Knowledge/Experience/Expertise:**

- a) Formal education in statistics: a degree in statistics or a Bachelor degree along with formal training in statistics from a recognized institution;
- b) Knowledge and experience with sampling methods and approaches;
- c) Experience in defining statistical power, sample sizes and sample allocations for data collection activities in a developing country context;
- d) Experience with quantitative statistical analysis and frequent application of quantitative analysis software such as SPSS, STATA, etc.
- e) Experience working with a team of international consultants, assisting the team leader;

#### **7.1.3.2 Gender Equality Knowledge/Experience/Expertise**

- a) Formal education: Bachelor's degree in gender, social work, international development, community development or a related field; preferably with a speciality in Gender equality issues.
- b) Expertise in gender as a concept and social gender patterns (women and men in their diversity, gender as a structural category);
- c) Expertise in gender mainstreaming as a consistent strategy, the prerequisites for this and methods and tools for implementation;
- d) Expertise in applying and combining qualitative and quantitative methods and generating and interpreting gender-based data and gender-equality indicators.

#### **7.1.3.3 WASH Knowledge/Experience/Expertise**

- a) Proven sectoral expertise in WASH;

- b) Experience in analyzing the environmental implications of WASH projects and accompanying activities;

#### **7.1.3.4 SEG Knowledge/Experience/Expertise**

- a) Formal education: minimum of a Bachelor's degree in economics or a related field.
- b) Proven sectoral expertise in SEG;
- c) Experience in the evaluation of economic development projects ;

## **7.2 Field data collection firm**

The Consultant will subcontract a local firm to collect, enter, and manage data at district stakeholder level. The firm's data collection team will be composed of a local supervisor, of enumerators, a data quality specialist, and data entry clerks. The local firm can contribute to the tabulation and summary analysis of raw data. Team members involved in field data collection should have fluency in Nepali and local languages spoken in the targeted districts as necessary.

### **7.2.1 Local Supervisor**

The local supervisor will need to have a good knowledge of the area where the project is being implemented. He/she will also have experience and experience in managing field data collection, and a diploma from a recognized university in a relevant field of evaluation. The local supervisor will be responsible to:

- train the enumerators;
- supervise the pilot and field test phases, and finalize the guides and interview protocols that will be used;
- supervise data collection at the primary stakeholder level.

### **7.2.2 Local Data Quality Specialist**

The local data quality specialist should have experience in managing data entry and data management for surveys, and a diploma in statistics or another relevant discipline. S/he will be responsible to:

- collect and validate the information collected by enumerators;
- supervise data entry by clerks into a computerized database;
- supervise and ensure the cleaning and the primary analysis of collected data;
- send to the Team Leader the cleaned database.

### **7.2.3 Team of local enumerators and data entry clerk(s)**

A team of local enumerators will be responsible to collect data from primary stakeholders. Enumerators should be able to speak and understand English and local languages and be selected to reflect gender equality during the data collection. Enumerators are expected to be engaged for at least 90 person working days for formal field data collection, plus additional days for the pilot, the field test, and training, as required. The team should also consist of clerks for data entry.

## **8 LANGUAGE LEVEL**

The working language for this evaluation mandate is English (level 4 required of all team members).

The description of the language requirements can be consulted on the Department's website 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).

## **9 QUALITY ASSURANCE**

DFATD has a decentralized evaluation quality assurance system which – defines the quality standards expected for this evaluation. These standards follow the OECD/DAC Quality Standards for Development Evaluation and best practices from the international evaluation community. As part of evaluation quality assurance system are quality assurance report (QAR) which will be systematically applied in the assessment of all deliverables for this evaluation.

The first level of quality assurance for all evaluation deliverables will be conducted by the Consultant prior to submitting the deliverables for review by the PTA. The Consultant is expected to dedicate specific resources personnel to quality assurance efforts.

The second level of quality assurance of the evaluation deliverables will be conducted by the PTA in collaboration with DFATD Diplomacy, Trade and Corporate Affairs Evaluation Division, and as required with sector and thematic specialists. To further enhance the quality and credibility of this evaluation, DFATD-selected stakeholders will also comment on the deliverables (factual checks).

The PTA maintains an oversight and approves all deliverables.

## **10 DELIVERABLES, MILESTONES AND SCHEDULE**

### **10.1 Deliverables and Milestones**

All deliverables must be prepared in English, and submitted to the PTL. Only the executive summary of the final evaluation report must be written in both official languages (English and French).

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)).

#### **10.1.1 Draft Work Plan**

The Consultant is to submit a draft work plan to DFATD within five weeks of the contract signature. 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.

Prior to submission, the Consultant must ensure that the draft work plan has undergone an internal quality control process. If the quality of the draft work plan is deemed satisfactory by DFATD (form and substance), the draft work plan will be circulated to Co-operation partners and other stakeholders as necessary for comments. In the event that the quality is unsatisfactory, the evaluators will be required to produce a new version of the draft work plan.

#### **10.1.2 Final Work Plan**

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

For all comments made by DFATD, the Consultant's team must indicate in writing how they have responded ("trail of comments"). The work plan will be considered final upon approval by the PTA;

### **10.1.3 Debriefing/Validation Sessions**

Conduct an in-country debrief/validation workshop two days before departure of the Evaluation Team Leader from the field to validate preliminary data and upcoming field data collection 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 the completion of field data collection in Nepal. 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.

### **10.1.4 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 eight weeks after returning from mission. The draft evaluation report must include an Executive Summary (following the outline provided in Annex 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.

Prior to submission, the Consultant must ensure that the draft evaluation report has undergone and internal quality control process. If the quality of the draft evaluation report is deemed satisfactory by DFATD(form and substance), the draft evaluation report will be circulated to Co-operation partners and other stakeholders as necessary for comments. In the event that the quality is unsatisfactory, the evaluators will be required to produce a new version of the draft evaluation report.

### **10.1.5 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.

For all comments made by DFATD, the Consultant's team must indicate in writing how they have responded ("trail of comments"). The evaluation report will be considered final upon approval by the PTA;

### **10.1.6 Presentation of the Final Report**

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

## **11 LEVEL OF EFFORT**

The estimated level of effort required for this evaluation is 120 person-days for the Evaluation Team.

## **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.

**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/mandates are included in the Proposal than the number stipulated in the criteria, DFATD will only consider the specified number in order of presentation. The term “**at least**” or “**at a minimum**” reflects the minimum expectation for a requirement. No points will be awarded if the minimum requirement is not demonstrated.

The term “**a year of experience**” is defined as a minimum of 100 working days of work experience within a period of twelve (12) consecutive months.

An “**Evaluation Assignment**” means a specific "project" focusing on specific evaluation duties and tasks leading to evaluation deliverables such as an evaluation report.

“**Developing Countries**” are countries listed under DAC list of Aid Recipients

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

“**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 list of official development assistance (ODA) is available at the following website:

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

“**Recognized Education Institution**” is defined as a public, non-governmental or private entity that has been given full or limited authority to grant degrees by an act of the relevant legislature.

“**Evaluation Assignment of similar Size, Scope, and Complexity**” means an evaluation assignment with (i) contract value of CAD\$ 200,000 or more, (ii) an evaluation of CAD \$8M or more, (iii) a period covered of three (3) years or more, (iv) that involved data collection at household and community level with the use of a team of enumerators.

MANDATORY EVALUATION CRITERIA			
Description		Met	Not Met
<b>M1</b>	<p><b>Bidder's Experience</b></p> <p>Using form TECH-4, <i>Proposed Personnel Experience</i>, the Bidder must submit two (2) completed Evaluation Assignments, demonstrating its experience in conducting Evaluation Assignments of similar Scope, Size and Complexity to the requirement described in the Terms of Reference in this RFP. To meet this requirement, Evaluation Assignments must have been completed in a Developing Country context and within ten (10) years of bid closing.</p>		

RATED TECHNICAL EVALUATION CRITERIA				
Description		Score	Pts	Pts
<b>C1</b>	<b>Team Education and Experience</b>			
<b>C1.1</b>	<p><b>Thematic coverage, context, value, and stakeholder diversity</b></p> <p>The two (2) Evaluation Assignments submitted by the Bidder in Form TECH-4, <i>Proposed Personnel Experience</i> in M1 will be used to evaluate this rated technical evaluation criterion.</p> <p>Each of the identified Evaluation Assignments will be awarded points for the following elements, to a maximum of 35 points per Evaluation Assignment:</p> <p>a) <b>Thematic coverage of the evaluation assignment (up to 20 points):</b></p> <ul style="list-style-type: none"> <li>• post-disaster recovery : <b>5 points</b></li> <li>• water, sanitation and hygiene (WASH): <b>5 points</b></li> <li>• sustainable economic growth (SEG): <b>5 points</b></li> <li>• gender equality: <b>5 points</b></li> </ul> <p>b) <b>Context of the Evaluation Assignment (up to 5 points):</b></p> <ul style="list-style-type: none"> <li>• In a member state of the South Asian Association for Regional Cooperation: <b>3 points</b></li> <li>• In Nepal: <b>5 points</b></li> </ul> <p>c) <b>Canadian dollar value of the Evaluation Assignment (up to 5 points):</b></p> <ul style="list-style-type: none"> <li>• More than \$200,000: <b>5 points</b></li> <li>• Less than \$200,000: <b>2 points</b></li> </ul> <p>d) <b>Stakeholder diversity of the Evaluation Assignment (up to 5 points)</b> – stakeholder types include cooperation partners, implementing organizations or executing agencies, direct beneficiaries, technical partners, etc.:</p> <ul style="list-style-type: none"> <li>• One type of stakeholder: <b>1 point</b></li> <li>• From 2 to 3 types of stakeholders: <b>3 points</b></li> <li>• 4 or more types of stakeholders: <b>5 points</b></li> </ul>	/70	Assignment 1  (/35)	Assignment 2  (/35)
<b>C1.2</b>	<p><b>Data collection, analysis and reporting</b></p> <p>The two(2) Evaluation Assignments submitted by the Bidder in Form TECH-4, <i>Proposed Personnel Experience</i> in M1 will be used to evaluate this rated technical evaluation criterion.</p> <p>Experience in qualitative data collection, analysis, and reporting will be evaluated based on the inclusion of the following five (5) elements within each of the Evaluation Assignments (up to 11 points per assignment)</p> <p><b>A. Design of field data collection instruments: (up to 2 points)</b></p> <ul style="list-style-type: none"> <li>• designing qualitative data collection instruments and protocols (1 point);</li> </ul>	/22	Assignment 1  (/11)	Assignment 2  (/11)

	<ul style="list-style-type: none"> <li>developing training material for qualitative data collection processes (1 point);</li> </ul> <p><b>B. Planning data collection in the field: (up to 2 points)</b></p> <ul style="list-style-type: none"> <li>defining sample sizes and sample allocations (1 point);</li> <li>managing the translation/back-translation of documents (1 point).</li> </ul> <p><b>C. Implementing field data collection work: (up to 3 points)</b></p> <ul style="list-style-type: none"> <li>conducting pilot testing of data collection instruments (1 point);</li> <li>training of facilitators of qualitative data collection processes (1 point);</li> <li>managing the formal data collection process (1 point).</li> </ul> <p><b>D. Data analysis: (2 points)</b></p> <ul style="list-style-type: none"> <li>qualitative data analysis (2 points).</li> </ul> <p><b>E. Reporting: (2 points)</b></p> <ul style="list-style-type: none"> <li>synthesis of findings and recommendations in a report (1 point);</li> <li>oral presentation of findings and recommendations (1 point).</li> </ul>			
C1.3	<p><b>WASH Knowledge/Experience/Expertise</b></p> <p>Using TECH 6 – <i>Curriculum Vitae for Proposed Personnel</i>, the Bidder should demonstrate that one member of the proposed Core Evaluation Team has WASH Knowledge/Experience/Expertise as follows:</p> <p><b>A. Experience (maximum 10 points)</b></p> <p>One member of the proposed team should have at least two (2) years of experience in WASH.</p> <p>Points will be awarded for the highest relevant level of experience (up to 10 points):</p> <ul style="list-style-type: none"> <li>Two (2) to five (5) years of experience: <b>5 points</b></li> <li>More than five (5) years of experience: <b>10 points</b></li> </ul>	/10		
C1.4	<p><b>SEG Knowledge/Experience/Expertise</b></p> <p>Using TECH 6 – <i>Curriculum Vitae for Proposed Personnel</i>, the Bidder should demonstrate that one member of the proposed Core Evaluation Team has Knowledge/Experience/Expertise in sustainable economic growth (SEG) as follows:</p> <p><b>A. Experience (maximum 10 points)</b></p> <p>One member of the proposed team should have at least two (2) years of experience in SEG.</p> <p>Points will be awarded for the highest relevant level of experience (up to 10 points):</p> <ul style="list-style-type: none"> <li>Two (2) to five (5) years of experience: <b>5 points</b></li> <li>More than five (5) years of experience: <b>10 points</b></li> </ul> <p><b>B. Education (maximum 2 points)</b></p> <p>The proposed personnel with Expertise in SEG should have at least a degree from a Recognized Education Institution in economics or a related field.</p> <p>Points will be awarded for the highest relevant level of education (up to 2 points):</p> <ul style="list-style-type: none"> <li>Bachelor degree: <b>1 point</b></li> <li>Master’s or PhD degree: <b>2 points</b></li> </ul>	/12		

<p><b>C1.5</b></p>	<p><b>Knowledge/Experience/Expertise in evaluating the integration of gender equality into development programming</b></p> <p>Using TECH 6 – <i>Curriculum Vitae for Proposed Personnel</i>, the Bidder should demonstrate that one member of the proposed Core Evaluation Team has knowledge/experience/expertise in evaluating the integration of gender equality into development programming as follows:</p> <p><b>A. Experience (maximum 10 points)</b></p> <p>One member of the proposed team should have at least two (2) years of experience in evaluating the integration of gender equality into development programming.</p> <p>Points will be awarded for the highest relevant level of experience (up to 10 points):</p> <ul style="list-style-type: none"> <li>• Two (2) to five (5) years of experience: <b>5 points</b></li> <li>• More than five (5) years of experience: <b>10 points</b></li> </ul> <p><b>B. Education (maximum 2 points)</b></p> <p>The proposed personnel with knowledge/experience/expertise in evaluating the integration of gender equality into development programming should have at least a degree from a Recognized Education Institution in gender, social work, international development, community development or a related field.</p> <p>Points will be awarded for the highest relevant level of education (up to 2 points):</p> <ul style="list-style-type: none"> <li>• Bachelor degree: <b>1 point</b></li> <li>• Master’s or PhD degree: <b>2 points</b></li> </ul>	<p>/12</p>		
	<p><b>Subtotal – Team Education and Experience</b></p>	<p><b>/126</b></p>		
<p><b>C2</b></p>	<p><b>Methodology</b></p>			
<p><b>C2.1</b></p>	<p><b>Evaluation Approach and Methodology</b></p> <p><b>(maximum 25 points) (maximum six (6) pages)</b></p> <p>Using TECH 5 – <i>Methodology</i>, the Bidder should propose a detailed approach and methodology that responds to the services described in the ToR.</p> <p>At a minimum, the methodology should include, but is not limited to:</p> <p><b>(Note: the bidder can include these elements in any order and is encouraged to present an integrated methodology).</b></p> <ul style="list-style-type: none"> <li>• a presentation of the types of models and approaches that will be used to conduct the evaluation;</li> <li>• a discussion on which established best practices and lessons could be used to inform the evaluation;</li> <li>• a presentation of how the field data collection will be integrated within the overall evaluation;</li> <li>• comments on any challenges or issues, which might arise in structuring and conducting the evaluation, and suggesting solutions when applicable.</li> <li>• the integration of gender equality. (For this requirement, the following definitions apply: "Integration" is understood to mean full consideration of the gender equality theme at all stages of the project, program or evaluation. This definition goes beyond simply “addressing the issue" where the gender equality theme is included only at a high level without in depth consideration in the project, program or evaluation.)</li> </ul>	<p>/25</p>		

	<p>Points will be awarded based on the following requirements:</p> <ol style="list-style-type: none"> <li>1. The Bidder’s understanding of the ToR (up to 5 points); <ul style="list-style-type: none"> <li>• Not demonstrated or lack of details or misunderstanding: <b>0 points</b></li> <li>• Demonstrated with enough details: <b>3.5 points</b></li> <li>• Clearly demonstrated with concrete and pertinent details: <b>5 points</b></li> </ul> </li> <li>2. The Bidder’s knowledge and understanding of evaluation approaches and methodologies (up to 5 points); <ul style="list-style-type: none"> <li>• Not demonstrated or lack of details or irrelevant approach: <b>0 points</b></li> <li>• Demonstrated with enough details: <b>3.5 points</b></li> <li>• Clearly demonstrated with concrete and pertinent details: <b>5 points</b></li> </ul> </li> <li>3. The Bidder’s knowledge and application of primary data collection within the context of an evaluation (up to 5 points); <ul style="list-style-type: none"> <li>• Not demonstrated or little knowledge or explanation is theoretical only: <b>0 points</b></li> <li>• Demonstrated knowledge and application but not taking into account challenges and issues specifically for post-disaster recovery projects: <b>3.5 points</b></li> <li>• Demonstrated knowledge and application while taking into account challenges and issues specifically for post-disaster recovery projects and suggesting solutions: <b>5 points</b></li> </ul> </li> <li>4. How the Bidder’s data collection and analysis methods/tools will be used to link evaluation questions to ensure triangulation (up to 5 points). <ul style="list-style-type: none"> <li>• Not demonstrated or insufficiently clear, and/or does not ensure triangulation: <b>0 points</b></li> <li>• Demonstrated – pragmatic methods/tools linked to evaluation questions to ensure triangulation but not taking into account challenges and issues specifically for post-disaster recovery projects: <b>3.5 points</b></li> <li>• Demonstrated – pragmatic methods/tools linked to evaluation questions to ensure triangulation while taking in into account challenges and issues specifically for humanitarian assistance projects and suggesting solutions: <b>5 points</b></li> </ul> </li> <li>5. The Bidder’s knowledge and pragmatic application in fully integrating gender equality in all aspects of the evaluation approach and methodology (up to 5 points). <ul style="list-style-type: none"> <li>• Not demonstrated or little knowledge or explanation is theoretical only: <b>0 points</b></li> <li>• Demonstrated – moderate knowledge and application: <b>3.5 points</b></li> <li>• Demonstrated – full knowledge and pragmatic application with pertinent details: <b>5 points</b></li> </ul> </li> </ol>			
C2.2	<p><b>Organizational Structure, Team Composition, Level of Effort and Planning (maximum 20 points) (maximum five (5) pages)</b></p> <p>Using FORM TECH-5A, the Bidder should provide:</p> <ul style="list-style-type: none"> <li>• an organogram/organization chart illustrating reporting lines, together with a description of how such organization of the team structure will ensure the fulfilment of the Evaluation Assignment.</li> <li>• the proposed composition of the Consultant Team,</li> </ul>	/20		

	<p>including the Core Evaluation Team and the Field data collection personnel. The following information should be provided for each member of the Consultant Team:</p> <ul style="list-style-type: none"> <li>i) the name of the individual,</li> <li>ii) position (role/function),</li> <li>iii) evaluative skills and thematic knowledge,</li> <li>iv) responsibilities and work tasks (including supervisory),</li> <li>v) the level of effort.</li> </ul> <ul style="list-style-type: none"> <li>• a detailed time and work plan (such as a Gantt chart) for fulfilment of the Evaluation Assignment. The Bidder should include: <ul style="list-style-type: none"> <li>i) estimates of the time required for the different tasks of the Evaluation Assignment, and</li> </ul> </li> </ul> <p>Points will be awarded based on the following requirements:</p> <ol style="list-style-type: none"> <li>1. Organizational structure- the lines of command, communication, coordination and accountability among team members is in line with the proposed methodology (up to 5 points).</li> <li>2. Resource utilisation - the level of effort between resources and as a team is in line with the proposed methodology (up to 5 points).</li> <li>3. Resource allocation - the position and tasks/responsibilities allocated between resources of the proposed team is in line with the proposed methodology (up to 5 points).</li> <li>4. Planning - the timing and work plan, while respecting the timelines stated in the ToR, are in line with the proposed methodology (up to 5 points).</li> </ol> <p>The following rating will be used for each of these four (4) requirements:</p> <ul style="list-style-type: none"> <li>• Not aligned with proposed methodology: <b>0 points</b></li> <li>• Aligned with proposed methodology: <b>3.5 points</b></li> <li>• Completely aligned with proposed methodology: <b>5 points</b></li> </ul>			
	<b>Subtotal Methodology</b>	<b>/45</b>		
	<b>Total Technical Component</b>	<b>/171</b>		
	<b>(60%) Passing Mark</b>	<b>103</b>		
	<b>Total Financial Component</b>	<b>/ 40</b>		
	<b>Total</b>	<b>/211</b>		

**Section 6. Standard Form of Contract**

**STANDARD FORM OF CONTRACT**

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

**CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES**

between

Department of Foreign Affairs, Trade and Development  
[DFATD]

and

*<Name of the Consultant>*

*<Address of the Consultant>*

in relation to

*<Name of the Project>*

**A. Contract**

**TIME-BASED**

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

*OR*

This Contract (referred to as the “Contract”) is signed the *[day]* day of the month of *[month]*, *[year]*, between, Her Majesty the Queen in right of Canada 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 the Consultant]* and *[name of the Consultant]* (collectively referred to as the “Consultant”).]

The following form an integral part of this Contract:

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

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

## I. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b) **“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 Canadian 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) **“Canada”** means Her Majesty the Queen in right of Canada as represented by the Minister of International Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister for International Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;
- (d) **“DFATD Representative”** means an officer or employee of DFATD who is designated to perform the DFATD representative functions under the Contract.
- (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, 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.
- (g) **“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.
- (h) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific Services that the Consultant is required to provide under the Contract. A Contractor cannot be an individual. The Contractor is not part of the Personnel.
- (i) **“Day”** means calendar day, unless otherwise specified.
- (j) **“Designated Organizational Screening (DSO)”** means an administrative determination by DFATD or the Public Works and Government Services Canada that an organization is eligible, from a security point of view, to access information and assets of the same or lower protection/classification level as the screening/clearance granted.
- (k) **“Fees”** mean an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (l) **“GC”** means these General Conditions of Contract.
- (m) **“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.
- (n) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes

and guarantees to pay on demand the Receiver General for Canada:

- (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
  - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
  - (iii) up to a maximum dollar amount specified; and
  - (iv) on sight, on first request by DFATD to the bank and without question.
- (o) **“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 profession.
- (p) **“Local Support Staff”** means, unless otherwise specified in the SC, the following positions in the Recipient Country:
- (i) Driver;
  - (ii) Office cleaner;
  - (iii) Security guard; or
  - (iv) Gardener.
- (q) **“Member”** means any of the persons or entities that make up a consortium or joint venture and **“Members”** means all these persons or entities.
- (r) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to the contract. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (s) **“Minister”** means the Canadian Minister of International Development and includes the Minister's successors, deputies and any lawfully authorized officers representing the Minister for the purpose of this Contract.
- (t) **“National Joint Council Travel Directive and Special Travel Authorities”** means the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (u) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“Personnel”** means an employee and/or Sub-consultant of the Consultant (except Local Support Staff) assigned to perform professional, technical and/or administrative services under the Contract.
- (w) **“Protected Information”** is information related to other than the national interest that may qualify for an exemption or exclusion under the *Access to Information Act* (R.S.C., 1985, c. A-1) or the *Privacy Act* (R.S.C., 1985, c. P-21), and the compromise of which would reasonably be expected to cause injury to a non-national interest.
- Protection levels apply to Protected Information and are determined using injury levels and assessment criteria specified for non-national interests. The protection levels and assessment criteria are:
- **Protected A** applies to information, the unauthorized disclosure of which could reasonably be expected to cause injury to non-national interests. **Examples:** Date of birth, home addresses, telephone number, curriculum vitae
  - **Protected B** applies to information, the unauthorized disclosure of which could reasonably be expected to cause serious injury to non-national interests. **Examples:** SIN, performance, medical or psychiatric evaluations, criminal or financial information.
- (x) **“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.
- (y) **"Recipient Country"** means the developing country designated by DFATD as a project owner/beneficiary as indicated in the SC.
  - (z) **"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.
  - (aa) **"Reliability Status"** means the type of personnel screening that, on a need-to-know basis, is required for access to Protected Information/assets or secure sites.
  - (bb) **"SC"** means the Special Conditions of Contract by which the GC may be amended or supplemented.
  - (cc) **"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.
  - (dd) **"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.
  - (ee) **"Technical Authority"** means the DFATD Representative responsible for all matters concerning the technical requirements under the Contract. The Technical Authority for this Contract is specified in the SC.
  - (ff) **"Terms of Reference"** means the document included as Annex B, Terms of Reference.
  - (gg) **"Third Party"** means any person or entity other than DFATD and the Consultant.
  - (hh) **"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 the Services for the benefit of the Recipient Country. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between DFATD and the Consultant. The Consultant is engaged by DFATD under the Contract as an independent Consultant for the sole purpose of providing the Services for the benefit of the Recipient Country. The Consultant, its Personnel, Contractors and Local Support Staff are not engaged under the Contract as employees, servants, partners or agents of DFATD and must not represent themselves as an agent or representative of DFATD to anyone. The Consultant is solely responsible for any and all payments, deductions and/or remittances required by law in relation to its Personnel, Contractors and Local Support Staff.

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

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

**1.4  
Headings  
1.5  
Priority of  
Documents**

- 1.4.1 The headings will not limit, alter or affect the meaning of this Contract.
- 1.5.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list.
  - (a) Special Conditions of Contract (SC);

- (b) General Conditions of Contract (GC);
- (c) Annex A: Basis of Payment;
- (d) Annex B: Terms of Reference;
- (e) Annex C: Security Requirements Check List (if applicable); and
- (f) The Consultant's proposal.

**1.6  
Notices**

- 1.6.1 Where in the Contract any notice, request, direction or other communication is required to be given or made by either Party, it will be in writing and is effective if delivered in person, by courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be addressed to the Party for whom it is intended at the address specified in the SC. Any notice will be effective on the day it is received at that address. The address of either Party may be changed by notice in the manner set out in this GC.

**1.7  
Location**

- 1.7.1 The Services will be performed at the locations specified in Annex B, Terms of Reference, and, where the location of a particular task is not so specified, at such locations as DFATD may specify and/or approve.

**1.8  
Authority of  
Member in  
Charge**

- 1.8.1 If the Consultant consists of a consortium or joint venture, the Members authorize the entity specified in the SC (i.e., the Member in charge) to act on their behalf in exercising all the Consultant's rights and obligations towards DFATD under this Contract, including without limitation, the receiving of instructions and payments from DFATD.

**1.9  
DFATD  
Authorities**

- 1.9.1 Only the Contracting and Technical Authorities specified in the SC are authorized to take action or execute 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 the 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 the Contract, any conviction or sanction, or if it is determined that any certification made by the Consultant in its proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to the GC 2.8, to terminate the Contract.
- 1.11.3 The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "Federal Contractors Program Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Consultant in default as per the terms of the Contract.

**1.12 Integrity  
Provisions**

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

**1.12  
Conflict of  
Interest**

- 1.12.1 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 a 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.

- 1.12.2 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.
- 1.12.3 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.
- 1.12.4 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.
- 1.12.5 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.
- 1.12.6 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.

**1.13  
Translation of  
Documentation**

- 1.13.1 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.

**1.14  
Severability**

- 1.14.1 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 the Contract is established in the SC.

**2.3  
Amendment and  
Waiver**

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

a document entitled “Amendment”.

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

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

**2.4  
Contract  
Approvals**

2.4.1 Acceptance of Plans and Reports

The Consultant will provide the Technical Authority with the plans and reports detailed in Annex B, Terms of Reference, for approval within the established timeframe.

2.4.2 Delays Related to Approval

(a) The Technical Authority may request modifications to the plans and reports, Contract Change Forms or Project Change Forms 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 20 working days.

**Contract Change  
Form**

2.4.3 The types of changes to the Contract detailed below must be approved by the Technical Authority through a Contract Change Form:

(a) The addition of a new position or a change in an existing position’s description or level (in terms of qualifications and experience), or the replacement of the Personnel with an individual with lower qualifications as described in the GC 4.4.

(b) Any Fees related to the addition of a position or modification of Fees related to a change in a position or replacement of the Personnel as described under (a).

Fees for replacement of the Personnel with lower qualifications must be adjusted downward.

Fees are subject to verification and negotiation, if required, in accordance with the Consultant’s procurement plan and/or DFATD’s Guide for Rate Validation. In addition, Fees for the Personnel who are a citizen or permanent resident of the Recipient Country and Local Support Staff are subject to negotiation and must not exceed local market rates.

(c) Changes to the titles of the outputs or immediate outcomes identified in the logic model and changes to the descriptions of the outputs (if applicable) in Annex B, Terms of Reference.

(d) Reallocation of funds between the categories Fees, costs for Personnel on long-term assignment and Reimbursable Expenses as established in Annex A, Basis of Payment.

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

**Project Change  
Form and  
Annual Work  
plan**

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

(a) Replacement of any member of the Personnel assigned to an existing position(s) with a substitute with equivalent or better qualifications and experience or initial staffing of an individual to an existing position. Fees related to an existing position must remain unchanged. The costs associated to the position(s) for the Personnel on long-term assignment must remain unchanged;

(b) New sub-activities, changes to sub-activities or any increase or decrease greater than 10 percent or \$10,000, whichever is greater, in the distribution of costs among the budget line items specified in Annex A, Basis of Payment.

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

**2.5  
Time of the**

2.5.1 The Services must be performed within or at the time stated in the Contract and in

**essence**

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 detail the steps that the Consultant proposes to take in order to minimize the impact of the event causing the delay, including details of the unavoidable costs to be incurred during this period.

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

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

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

2.6.4

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

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

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

**2.7 Suspension of Services**

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

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

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

extended for a period equal to the period of suspension plus a period, if any, that, in the opinion of the Contracting Authority following consultation with the Consultant, is necessary for the Consultant to resume the Services.

**2.8  
Termination due  
to default of  
Consultant**

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

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

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

**2.9  
Termination for  
Convenience**

- 2.9.1 At any time before the end of the Contract, the Contracting Authority may, by giving notice in writing to the Consultant, terminate for convenience the Contract or part of the Contract. Once such notice of termination for convenience is given, the Consultant must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 2.9.2 If a termination notice is given pursuant to the GC 2.9.1, the Consultant will be entitled to be paid for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Consultant has not already been paid or reimbursed by DFATD. The Consultant will be paid:
- (a) Fees and costs for Personnel on long-term assignment for all Services performed and accepted before or after the termination notice in accordance with the

provisions of the Contract and with the instructions contained in the termination notice;

- (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed 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. The Consultant agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.

**2.10  
Cessation of  
Rights and  
Obligations**

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

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

**2.11  
Assignment of  
Contract**

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

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

**3. OBLIGATIONS OF THE CONSULTANT**

**3.1  
General  
Standard of  
Performance**

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

**Warranty by  
Consultant**

- 3.1.2
- (a) In line with fundamental principles of human rights that are embedded in the [\*Canadian Charter of Rights and Freedoms\*](#), DFATD prohibits discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability. The Consultant represents and warrants that:
    - (i) it agrees to abide by any governing law protecting individuals against any manner of discrimination regardless of location of work;
    - (ii) it must not discriminate with respect to individuals' eligibility to participate as a beneficiary of the development initiative beyond what is targeted in the Terms of Reference of this Contract.

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

**Evaluation of Performance**

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

**3.2 Confidentiality and privacy**

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

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

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

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

- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
- (c) is developed by a Party without use of the information of the other Party.

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

**3.3 Insurance to Be Acquired by the**

**Consultant Insurance Specified by DFATD**

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

**Additional Insurance**

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

**Insurance Certificates**

3.3.3 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, 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 Requirement**

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 favourable to DFATD than the terms and conditions of the GC 3.4.

### **3.5 Initial Visit and Audit**

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

### **3.6 Authorization to Continue**

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

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

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

**Definition**

3.7.1 The following definitions apply to this GC.

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

**Licenses and Assignments****Beneficiaries of the assistance project**

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

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

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

3.7.3 Assignment of rights in lieu of a licence

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

**Her Majesty**

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

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

- a) to do the acts reserved to the owner by the applicable national law, or the acts

reserved to the owner by the applicable law in Canada if there is no national law; and

- b) to grant a sub-licence to any person, free of charge and royalty-free, authorizing the sub-licensee to do any or all of the acts mentioned in paragraph (a).

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

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

**Licence for works created outside the Contract**

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

**Moral rights**

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

**Ownership symbol and public recognition**

**3.7.8 The Consultant must ensure that:**

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

**Transfer of Obligations**

**3.7.9 Transfer of Obligations to Employed Creators**

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

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

**Description of works**

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

**Copies to be delivered**

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

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

- 3.7.13 Certification regarding Clearance of Rights

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

- 3.7.14 Warranty regarding Non Infringement of Rights

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

- 3.7.15 Certification of Compliance

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

**3.8  
Intellectual  
Property  
Infringement and  
Royalties**

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

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

- (i) 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
- (ii) the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
- (iii) 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 [the Consultant name] or DFATD, will defend both [the Consultant name] and DFATD against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement.” Obtaining this protection from the supplier is the Consultant’s responsibility and, if the Consultant does not do so, it will be responsible to DFATD for the claim.

- 3.8.3 If anyone claims that, as a result of the work, the Consultant or DFATD is infringing

its intellectual property rights, the Consultant will immediately do one of the following:

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

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

**3.9  
Liability**

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

**3.10  
Equipment,  
Vehicles and  
Materials  
Furnished by  
DFATD**

3.10.1

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

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

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

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

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

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

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

DFATD's approval of the disposal plan.

**3.11  
Use of DFATD/  
Recipient  
Country  
property,  
facilities and  
electronic media**

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

**3.12  
Public  
recognition**

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

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

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

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

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

**3.13  
International  
sanctions**

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

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

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

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

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

**3.14  
Managing for  
Results**

3.14.1 The Consultant must monitor project outputs and outcomes using indicators specified in the most recently approved version of the Performance Measurement Framework.

3.14.2 The Consultant must propose adjustments to sub-activities and outputs, in accordance with the provisions of the Contract detailed under the GC 2.4, to ensure achievement of outcomes at the immediate, intermediate and ultimate levels.

- 3.14.3 Unless indicated otherwise in the SC, the Consultant must notify the Technical Authority within 5 working days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher. The Consultant must notify the Technical Authority using a notice as described in the GC 1.6. In the notice, the Consultant must provide an estimate of the financial impact on the annual budget of the identified issues, problems or potential risks. The Consultant must immediately work on alternate solutions and provide the Technical Authority with a work around plan (adjustment of sub-activities or outputs) within a time limit established by the Technical Authority.
- 3.14.4 The Consultant is requested to advise the Technical Authority of any innovative sub-activities and outputs that may improve the achievement of project immediate outcome or higher, as described in the logic model.

#### 4. CONSULTANTS' PERSONNEL

- |  |   |
|--|---|
| <b>4.1<br/>General</b>   | 4.1.1 The Consultant must provide qualified and experienced Personnel to carry out the Services.  |
| <b>4.2<br/>Working Hours,<br/>Leave, etc.</b>  | 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 1 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 1 person-day will be calculated by dividing the Fees by the number of hours indicated in the SC and multiplying the result by the number of hours actually worked during the Day.  |
| <b>4.3<br/>Language<br/>Requirements</b>   | 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.<br>4.3.2 In accordance with the GC 4.4, the Consultant must replace any Personnel whose language ability is considered inadequate by DFATD.   |
| <b>4.4<br/>Replacement of<br/>Personnel<br/>New Position,<br/>Changes in<br/>Position<br/>Description or<br/>Level of an<br/>Existing Position<br/>or initial staffing<br/>of existing<br/>position<br/><br/>Existing Position<br/>-Replacement of<br/>Personnel</b> | 4.4.1 The Consultant may propose a new position or a change to the position description or the level (in terms of qualification and experience) of an existing position. The Consultant must submit to DFATD for its approval a detailed position description for the position, the curriculum vitae of the proposed individual, a written detailed justification, as well as a rate justification for the request using a Contract Change Form.<br>4.4.2 Where applicable, a Project Change Form must be used by the Consultant to propose an individual for an existing position that was not previously staffed. The Consultant must submit the curriculum vitae of the proposed individual to DFATD for its approval.<br>4.4.3 The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position unless the Consultant is unable to do so for reasons beyond its control and that the Consultant's performance of the Services under the Contract will not be affected. For the purpose of this GC 4.4.3, the following reasons are considered as beyond the Consultant's control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD's request and will be verified and considered for acceptance at DFATD's sole discretion. If such a replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual using a Project Change Form as indicated in the GC 2.4.4. The proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to replace a member of its Personnel with an individual with equivalent or better qualifications than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated in accordance with the GC 2.4.3.<br>4.4.4 Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s). |

**4.5  
Harassment in  
the workplace**

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

**4.6  
Improper  
conduct or  
abandonment of  
position**

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

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

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

**5. OBLIGATIONS OF DFATD**

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

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

**5.2  
Method of  
Payment**

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

**6. PAYMENTS TO THE CONSULTANT**

**6.1 Contract  
Amount and  
Limitation of  
Expenditure**

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

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

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

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

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

At the same time, the Consultant must provide DFATD with an estimate of that portion of the

Services remaining to be done and of the expenditures still to be incurred.

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

*Taxes*

6.1.6 Applicable Taxes

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

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

6.1.8 Applicable Taxes included in the cost of Services

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

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

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

6.1.10 Tax Withholding

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

**6.2  
Basis of Payment**

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

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

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

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

- a) For the Personnel based in the Consultant's or Personnel's home country or on short-term assignment in the Recipient Country (less than 12 consecutive months), Fees for the portion of time directly related to the performance of the Services, inclusive of all mark-ups, including paid

and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC up to 5 Days per week in the Consultant's or Personnel's home country and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.

- b) For the Personnel on long-term assignment in the Recipient Country (12 consecutive months or more), Fees for the portion of time directly related to the performance of the Services, inclusive of all mark-ups, including paid and time-off benefits, overhead and profit. The time chargeable is limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.
- 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 for Travel Status will be determined and approved by DFATD on the basis of the points of origin and destination.
- 6.2.5 For Personnel on long-term assignment in the Recipient Country (12 consecutive months or more):
- 7..5.1 a monthly rate per year inclusive of housing; basic utilities; and other expenses;
  - 7..5.2 the total cost of relocation including a firm cost for mobilization and demobilization.
- 6.2.6 If specified in the SC, the Consultant may apply an administrative mark-up on Fees of Sub-consultants and costs of Contractors as detailed in the SC.
- 6.2.7 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses:
- (a) Travel 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>:

    - iii. 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;
    - iv. 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;
    - v. the cost of registration, photographs, and courier services related to obtaining a visa/work permit;
    - vi. 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 Directive and Appendix D of the Directive; and

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

**6.3  
Provisions for  
Multi-year  
Contracts**

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

invoices DFATD after the Contract anniversary date.

**6.4  
Currency of  
Payment**

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

**6.5  
Irrevocable  
Standby Letter  
of Credit (ISLC)**

- 6.5.1 Irrevocable Standby Letter of Credit (ISLC) is used for the following purposes:

- (a) To cover advances, if permitted

If the SC permits advance payments to the Consultant under the Contract, no advance must be made until the Consultant or any Member provides DFATD with an ISLC acceptable to DFATD in the amount of the advance. An ISLC must be in place before any advance is made and must remain in effect until the entire advance payment has been liquidated.

- (b) To guarantee the Consultant's obligations under the Contract

The Consultant must provide to the Technical Authority within twenty-eight (28) Days of signing the Contract an ISLC in accordance with GC 6.5.4, covering the Consultant's obligations under this Contract. The ISLC must be for the face amount, in Canadian dollars, as specified in the SC.

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

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

- 6.5.2 An ISLC issued by a foreign financial institution must be confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation.
- 6.5.3 An ISLC must be in Canadian dollars.
- 6.5.4 Any ISLC and amendments to an ISLC submitted by the Consultant must be sent to the Technical Authority. The ISLC itself must clearly include the following information:
- a) the Bank's reference number;
  - b) the Bank's name and address;
  - c) the date of issue;
  - d) the expiry date;
  - e) the name and address of the Consultant;
  - f) the name of the payee: Receiver General for Canada, Attn: DFATD Branch name and address indicated in the SC 1.6.1;
  - g) the Purchase order number;
  - h) the project name and number;
  - i) the name of the Technical Authority;
  - j) the face amount of the letter of credit;
  - k) 'Payable on demand' or 'Payable at sight';
  - l) a provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 600;
  - m) a provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable); and
  - n) a provision for the renewal of the letter of credit (where applicable).
- 6.5.5 All costs related to the issuance of the ISLC, maintenance and/or confirmation by the

Approved Financial Institution will be at the Consultant's own expense.

**6.6  
Advances**

- 6.6.1 A detailed list of expenses eligible for advance, if any, is specified in the SC.
- 6.6.2 No advance will be made until DFATD receives and approves a formal request for advance acceptable to DFATD in form and content covering a period not exceeding 3 months, clearly indicating amounts required and including a forecast of estimated costs and any other information required by DFATD.
- 6.6.3 The Consultant must maintain records of all funds received and costs incurred and must submit to DFATD a statement of advances received and funds disbursed, acceptable to DFATD in form and content, at least once every 3 months.
- 6.6.4 The Consultant must account for each advance payment, and each advance or any portion of advance must be recovered from the expenses for which the advances are made and will be deducted by DFATD starting from the first statement produced by the Consultant for these expenses until each advance is completely reimbursed. However, if the amount of an advance is in excess of the expenses incurred for which the advance was authorized the difference will be deducted out of any money payable by DFATD to the Consultant.
- 6.6.5 The Consultant must maintain an interest bearing account whenever possible into which the Consultant must deposit, apart from all other funds of the Consultant, all advances made by DFATD to the Consultant under this Contract. Any and all interest earned may be utilized for project purposes only at the end of the project if approved in advance by DFATD.
- 6.6.6 Where an advance payment has been made to the Consultant which, in the opinion of DFATD, is no longer required by the Consultant for the purposes of the Contract, the Consultant must, upon first demand from DFATD, return to DFATD such advance payment or any unliquidated portion together with any incidental interest earned.
- 6.6.7 For the purposes of the GC 6.6.6, incidental interest earned means the amount of interest earned by the Consultant on the advance payment.

**6.7  
Mode of Billing  
and Payment**

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

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

Services at the Consultant's expense.

**6.8  
Final Payment**

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

**6.9  
Right of Set-Off**

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

**6.10  
Interest on  
Overdue  
Accounts**

6.10.1 In this GC:

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

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

6.10.3 Interest will not be payable on advance payments.

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

**6.11  
Debts left in the  
Recipient  
Country**

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

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

**7.1  
Alternate dispute  
resolution**

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

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

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

**7.2**

7.2.1 The parties understand that the Procurement Ombudsman appointed pursuant to

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**Complaint  
Mechanism for  
Contract  
Administration**

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 (g) and (ee) and 1.9</b>	<p><b>Contracting Authority</b></p> <p>The Contracting Authority for this Contract is:</p> <p style="color: red;"><i>«Title of the delegated signing authority as per DFATD Delegation Instrument »</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p> <p><b>Technical Authority</b></p> <p>The Technical Authority for this Contract is:</p> <p style="color: red;"><i>«Title of the Project Manager»</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p>
<b>Definition (p)</b>	For the purpose of this Contract, the following positions are also included as Local Support Staff: <i>[Insert details]</i>
<b>Definition (y)</b>	The Recipient Country is <i>[insert the name of the country]</i>
<b>1.3.1</b>	The law governing the contract is the law applicable in the province or territory of <i>[insert the province or territory]</i>
<b>1.6.1</b>	<p>The addresses are:</p> <p>DFATD :</p> <p style="padding-left: 40px;">Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2</p> <p>Attention : <i>[insert name of the Contracting Authority- Organization Symbol]</i> Facsimile : _____</p> <p>Attention : <i>[insert name of the Technical Authority- Organization Symbol]</i> Facsimile : _____</p> <p>Consultant (list all Members of a consortium or joint venture): _____ Attention : _____ Facsimile : _____</p>
<b>1.8.1</b>	The Member in Charge is <i>[insert name of Member]</i>
<b>2.1.1 and 2.2.1</b>	The period of the Contract is from the effective date of the Contract to <i>[insert date on which the contract will expire] inclusive.</i>
<b>3.3</b>	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

	<p>costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>(a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;</li> <li>(b) Bodily Injury and Property Damage to Third Parties;</li> <li>(c) Product Liability and Completed Operations;</li> <li>(d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;</li> <li>(e) Cross Liability and Separation of Insured;</li> <li>(f) Employees and, if applicable, Volunteers as Additional Insured;</li> <li>(g) Employer's Liability;</li> <li>(h) Broad Form Property Damage;</li> <li>(i) Non-Owned Automobile Liability; and</li> <li>(j) 30 Days written notice of policy cancellation.</li> </ul> <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a Licensed Professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> <li>(a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and</li> <li>(b) 30 Days written notice of cancellation.</li> </ul> <p>3. Health Insurance</p> <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from the Consultant's or Personnel's home country, and that they are physically capable of performing the assigned duties in that country. The Consultant will ensure that its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or Contractors for medical reasons.</p>
<p><b>3.4.1</b></p>	<p>Security Requirement:</p> <ul style="list-style-type: none"> <li>1. The Contractor/Bidder and it's personnel requiring access to Protected information / assets must, at all times during the performance of the Contract/Standing Offer, hold a valid <b>Reliability Status</b> issued by Foreign Affairs Trade and Development Canada (DFATD) or by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).</li> <li>2. The Contractor/Bidder is <b>NOT</b> approved for document safeguarding.</li> <li>3. Processing of PROTECTED information on automatic/electronic data processing equipment at the Contractor's/Bidder's site is <b>NOT</b> permitted under this contract/standing offer.</li> <li>4. Subcontracts, which contain security requirements, are <b>NOT</b> to be awarded without the prior written permission of the Personnel Security Section (JSCP) DFATD or of CIISD/PWGSC.</li> <li>5. The Contractor/Bidder must comply with the provisions of the: <ul style="list-style-type: none"> <li>(a) Security Requirements Check List, to be attached at Annex C;</li> <li>(b) <i>Industrial Security Manual</i> (Latest Edition).</li> </ul> </li> </ul>
<p><b>3.6.1</b></p>	<p>Authorization to continue is applicable to this Contract:</p> <p>YES ___ NO <u>✓</u></p>
<p><b>3.14.3</b></p>	<p>The Consultant must notify the Technical Authority within 30 Days of any issues, problems, or potential risks that may affect the achievement of the project immediate</p>

	outcome or higher.
<b>4.2.1 and 6.2.3</b>	Number of hours in a Day is 7.5.
<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>6.2.7 (l)</b>	In addition to the listed Reimbursable Expenses in the GC 6.2.7, the following expenses will also be considered Reimbursable Expenses under the Contract:  <i>[insert details if applicable]</i>
<b>6.5.1 (a) and 6.6.1</b>	Advance payment is permitted: ___ YES ___ <input checked="" type="checkbox"/> _NO
<b>6.5.1 (b)</b>	The Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) for the face amount of \$ not applicable.
<b>6.7.2</b>	No payment will be made to the Consultant until DFATD receives a detailed invoice in 3 copies, of the Consultant's Fees for the Services rendered, monthly rates and expenses paid during the previous month supported by the following documentation properly completed: <ul style="list-style-type: none"> <li>a) Details of the time worked for each individual: the name, date, number of hours worked, and description of activities undertaken for each Day. The Consultant may include this information on their invoice or submit timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Consultant and made available to DFATD upon request.</li> <li>b) Any relevant details of the costs for Personnel on long-term assignment as may be requested by DFATD. Proofs that the costs were actually incurred for the identified Personnel must be provided in a form acceptable to DFATD (e.g. boarding pass, lease, etc).</li> <li>c) Details of Reimbursable Expenses paid, including all information which supports the expenses.</li> <li>d) For expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, "detailed information" means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense.</li> <li>e) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency.</li> <li>f) If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.</li> <li>g) 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.</li> </ul>
<b>6.7.3</b>	All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address: _____ <i>[insert address]</i>  and must indicate the following codes: Purchase order: <i>[insert number]</i> WBS Element: <i>[insert number]</i> GLAcct/ CC/ Fund: <i>[insert number]</i> Vendor: <i>[insert number]</i> Project number: <i>[insert number]</i>

### **III. Annexes**

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

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**ANNEX A – BASIS OF PAYMENT**

<b>1. PERSONNEL</b>	<b>LEVEL OF EFFORT (LOE) IN DAYS</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>			
2.1. Travel and living expenses			
2.1.1. Transportation			
2.1.2. Meals, Incidentals			
2.1.3. Accommodations			
2.1.4. Visa Costs			
2.1.5. Local Transportation			
2.2. Communication costs			
2.3. Translation and reproduction costs			
2.4. Local sub-consultants			
2.5. Security Costs			
2.6. Other relevant costs (specify)			
<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)**

**NOT APPLICABLE**

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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 the Member]*

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*[Authorized representative]*

*Date [Month Day, Year]*

*[name of the Member]*

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*[Authorized representative]*

*Date [Month Day, Year]*

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

*[Authorized representative]*

*Date [Month Day, Year]*

For and on behalf of DFATD

*[Authorized representative]*

*Date [Month Day, Year]*