

REQUEST FOR PROPOSALS

Procurement of Consulting and Professional Services

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



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Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) has a requirement to build Sub-Saharan African capacity to respond to their climate-related needs and meet their commitments under the 2015 Paris International Climate Change Agreement (“Paris Agreement”). The Consultant will be responsible to provide targeted, short-term technical assistance to governmental and non-governmental organizations at the regional, national and sub-national levels in eligible Recipient Countries in Sub-Saharan Africa, in response to locally-identified needs. This assistance will be provided through an Expert Deployment Mechanism (EDM) in response to Requests for Support (RFS). Additional information related to the requirement is detailed in section 4, Terms of Reference.

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

Section 1: Instructions to Bidders

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

Data Sheet

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

Section 2: Technical Proposal - Standard Forms

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

Section 3: Financial Proposal - Standard Forms

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

Section 4: Terms of Reference

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

Section 5: Evaluation Criteria

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

Section 6: Standard Form of Contract

I. General Conditions

This section contains the general clauses of the resulting Contract.

II. Special Conditions

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

REQUEST FOR PROPOSALS

RFP # SEL.: 2020-P-000714-1

*For the provision of consulting and professional services
in relation to
Expert Deployment Mechanism for Climate Action in Africa
(EDM-CAA)*

Section 1. Instructions to Bidders (ITB)

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

Mandatory Procedural Requirements

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

Definitions

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

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

business. In determining the reasonableness of a particular cost, consideration will be given to:

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

**1.
Introduction**

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

Integrity Regime

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

1.7.4 Subject to subsection 1.7.5 by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:

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

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

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

2. Cost of Proposal preparation

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

3. Governing Law

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

4. Bidders

- 4.1 Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 4.2 All members of a consortium or joint venture must sign the resulting Contract and will be jointly and severally liable and responsible for the fulfillment and execution of any and all of the obligations of the resulting Contract.

- 4.3 This RFP is limited to Canadian individuals and entities as described in TECH-2: Certifications.
- 4.4 Multiple proposals from the same Bidder are not permitted in response to this RFP. A Bidder must submit only one proposal in response to this RFP. Individual Members of a consortium or joint venture are not permitted to participate in another bid, either by submitting a bid alone or by submitting a bid as a Member of another consortium or joint venture. If the Bidder submits a proposal individually or as a Member of a consortium or joint venture, it must not participate as a Sub-consultant in another proposal. A Bidder who submits more than one proposal will cause all the proposals that the Bidder submitted to be rejected. A Sub-consultant, however, may participate in more than one proposal, but only in that capacity.
- One Bidder, One Proposal**
5. **Proposal Validity**
- 5.1 A Proposal must remain valid and open for acceptance for a period of 180 Days after the closing date of the RFP.
- 5.2 DFATD may request Bidders to extend the validity period of their Proposals. Bidders who agree to DFATD's request for an extension should either confirm the availability of the Personnel listed in the Proposal or propose a replacement in accordance with paragraph 15.1.
6. **Clarifications and Amendment of RFP Documents**
- 6.1 Bidders may request a clarification of any of the RFP elements no later than five (5) working days before the RFP Closing Date. Requests received after that date may not be answered.
- 6.2 Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing, or by standard electronic means only to the Point of Contact named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.
- 6.3 If, in DFATD's opinion, a request for clarifications affects the RFP, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.
- 6.4 A request for an extension of the RFP Closing Date will only be considered if it is received no later than seven (7) working days before the RFP Closing Date, in writing, by the Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately three (3) working days before the original RFP Closing Date.
7. **Submission and Receipt of Proposals**
- 7.1 Proposals must be delivered to the following address:
 Department of Foreign Affairs, Trade and Development
 Distribution and Mail Services - AAG
 Lester B. Pearson Building
 125 Sussex Drive
 Ottawa, Ontario
 Canada
 K1A 0G2
 Attention: Bid Receiving Unit - SGD
- 7.2 Bidders are requested to deliver their Proposals in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.
- 7.3 Proposals must be received by DFATD no later than the RFP Closing Date.
- 7.4 Due to the nature of this RFP, electronic transmission of a Proposal to DFATD by such means, including by electronic mail or facsimile will not be accepted.
- 7.5 Bidders are solely responsible for the timely receipt of their Proposals by DFATD. DFATD will not assume any responsibility for Proposals that are addressed to a location other than the one stipulated in the RFP and any such Proposals will not be accepted.

- Late Proposals** 7.6 Subject to the “Delayed Proposal” provisions of paragraph 7.7, any Proposals received by DFATD after the RFP Closing Date will not be considered and will be returned unopened.
- Delayed Proposals** 7.7 A Proposal received after the RFP Closing Date, but before the contract award date may be considered, provided that the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC), or to incorrect handling by DFATD, after the Proposal has been received by the Bid Receiving Unit. The only piece of evidence relating to a delay in the CPC system that is acceptable to DFATD is a CPC cancellation date stamp, a CPC courier Bill of Lading, or a CPC express post label that clearly indicate that the Proposal was mailed prior to the RFP Closing Date, i.e. no later than midnight the day preceding the RFP Closing Date. The Bidder is therefore advised to request that CPC date-stamp its envelopes. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.
- 7.8 DFATD requests that the Bidder’s name and return address, RFP reference number (SEL number), project title and the RFP Closing Date are clearly visible on the envelope or parcel containing the Proposal.
- 7.9 Unless specified in the Data Sheet, Bidders are requested to present their Proposals on 8.5” X 11” or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.
- 7.10 The requirements with respect to the submission of Proposals are as follows:
- (a) Technical proposal:
Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date.
 - (b) Financial proposal:
Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked “FINANCIAL PROPOSAL”, followed by the RFP reference number, project title and the RFP Closing Date.
 - (c) Financial Statements:
If requested in the Data Sheet, DFATD requests that the Bidder’s financial statements be submitted in a third sealed envelope clearly marked “FINANCIAL STATEMENTS”, followed by the RFP reference number, project title and the RFP Closing Date.
 - (d) Integrity Declaration Form (if applicable):
If a Bidder is required by the Integrity Regime to complete an Integrity Declaration Form (the Form), as described in paragraph 1.7, the Bidder must place the completed Form(s) in a separate sealed envelope clearly marked “INTEGRITY DECLARATION FORM”, followed by the RFP reference number, project title and the RFP Closing Date. The complete Form(s) must be submitted to DFATD with the Bidder’s proposal. Upon receipt, DFATD will submit the envelope to PWGSC.
 - (e) Outer envelope:
Bidders are requested to place the envelopes containing the technical and financial proposals, and financial statements, if applicable, in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and the RFP Closing Date. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/ or marked as stipulated.
- 7.11 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD’s environmental initiatives and reduce waste.
- 7.12 With the exception of paragraph 7.14, all Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the

Access to Information Act, the Privacy Act and the General Records Disposal Schedule.

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

- 7.13 Prior to the RFP Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:
- (a) submitted in accordance with paragraph 7.1-7.10 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by DFATD prior to the RFP Closing Date.
- 7.14 A Proposal that is requested to be withdrawn in accordance with paragraph 7.13 will be returned unopened.

**8.
Preparation of
Proposal**

- 8.1 In preparing their Proposals, Bidders are requested to examine in detail the documents comprising this RFP and prepare a Proposal addressing all requirements of this RFP and related addendum(s), if any.
- 8.2 If additional documentation is available from DFATD to assist Bidders in preparing their Proposals, the name of the document(s), and how to obtain them, will be specified in the Data Sheet.

Language

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

**9.
Technical
Proposal**

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

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

***Mandatory
Forms to Be
Provided***

***Certifications
Required with the
Proposal***

- 9.2 Bidders are requested to submit completed TECH-2: Certifications, and TECH-3: Bidder’s Organization, including a TECH-2 and TECH 3 from each Member of a consortium or joint venture submitting a Proposal, in their Proposals. If a TECH-2 and/or TECH-3 is not submitted with a Proposal and/or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders, including each Member of a consortium or joint venture submitting a Proposal, must submit the updated TECH-2 and/or TECH-3 within the timeframe specified in the notification. If the updated TECH-2 and/or TECH-3 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, “improperly completed” means:
- (a) There are one or more fields that are not completed; or
 - (b) The content of TECH-2 is amended in any way
- 9.3 Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications in TECH-2 from the date of Proposal submission. Bidders have an obligation to disclose any situation of non-compliance with the certifications in TECH-2.
- 9.4 If any certification made by a Bidder is untrue, whether made knowingly or unknowingly, or if a Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within

- ten (10) Days of DFATD informing the Bidder that it is considering such rejection.
- 9.5 In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the following Standard Forms (Section 2 of this RFP) as part of their technical proposals:
- Other Forms to Be Provided**
- (i) TECH-4: Bidder's Experience;
 - (ii) TECH-5: Methodology;
 - (iii) TECH-6: Personnel.
- 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.
- Content presentation**
- 9.7 Where specified in the respective TECH forms and/or in Section 5, Evaluation Criteria, Bidders are requested to respect page limits assigned to responses to any or all RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit.
- 9.8 As specified in the Data Sheet, Bidders are requested to:
- (a) provide a number of person-days that is equal to or higher than DFATD's minimum level of effort by individual Personnel position; or
 - (b) provide a number of person-days that takes into account the number of person-days for executing the project as estimated by DFATD; or
 - (c) respect the fixed level of effort set by DFATD.
- 9.9 Unless otherwise expressed in the Data Sheet, alternative Personnel may not be proposed, and only one curriculum vitae can be submitted for each position. DFATD will not consider any proposed alternative Personnel in the Proposal evaluation.
- 10. Financial Proposals**
- 10.1 All information related to Fees, overseas costs for Personnel on long-term assignment and costs of Contractor(s) must appear only in the financial proposal. The financial proposal must be prepared using form FIN-1.
- 10.2 FIN-1 must be provided with the Proposal. If the Bidder does not provide FIN-1 or does not comply with the provisions of paragraph 10.8, Pricing Basis, the Proposal will be rejected.
- Reimbursable Expenses**
- 10.3 Bidders are required to estimate Reimbursable Expenses that they will incur in the realization of the project in Canada and in the Recipient Country by filling in form FIN-3. With the exception of Local Support Staff, reimbursable expenses should not contain any elements of Fees, costs of Contractor(s), if any, or overhead/ indirect costs. Bidders' budgetary estimates of Reimbursable Expenses will not be evaluated. They will be subject to negotiation prior to contract award and subject to DFATD approval prior to reimbursement, which will be at cost.
- 10.4 The following Reimbursable Expenses, if applicable, are to be provided using FIN-3:
- [The National Joint Council Travel Directive, and the Special Travel Authorities serves as a ceiling for unit prices of certain Reimbursable Expenses]*
- (a) Travel and Living Expenses: for the Personnel categories identified in paragraph 10.8 (c), the cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive:
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, wherever possible, the services of Canadian carriers. The Consultant will endeavour to obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never

- more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant will need to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes have to be documented in the Consultant's project file;
- (ii) the cost of meals, incidentals and private vehicle usage, in accordance with the meal, incidental and private vehicle allowances specified in Appendices B, C and D of the Directive;
 - (iii) the cost of registration, photographs, and courier services related to obtaining a visa;
 - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;
 - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees";
 - (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>
- (b) purchase and transportation costs of equipment and supplies required to carry out the project;
 - (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
 - (d) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
 - (e) bank transfer fees related to the execution of the project;
 - (f) the actual cost of salaries and fringe benefits for Local Support Staff, excluding Local Professionals;
 - (g) allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
 - (h) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
 - (i) field office expenses, including:
 - (i) actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
 - (ii) actual and Reasonable Costs of vehicles purchase or rental required for the project, and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and
 - (iii) actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan).
 - (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of the Personnel and Contractor(s), related to observation tours, studies, workshops, and

seminars as approved in advance by DFATD (normally as part of a work plan);
and

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

10.5 Any other Reimbursable Expenses required to carry out the project, which are not considered to be Fees, overseas costs for Personnel on long-term assignment, costs of Contractor(s) or overhead/indirect costs and that are not included in the above categories may be negotiated at the time of contract award.

10.6 (reserved)

**Available
Funding**

10.7 Where the available funding is specified in the Data Sheet, the financial proposal (FIN-1 + FIN-3) should not exceed the funding available.

Pricing Basis

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

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

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

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

- Workstations, including computers;
 - Other indirect/ overhead type of expenditures related to the Bidder's office(s) in Canada;
 - Exchange rate fluctuation.
- (iv) Profit
- (b) Overseas costs for Personnel on long-term assignment:
- 1) Monthly Rate(s): For each individual under the category of Personnel assigned to the project in the Recipient Country for 12 or more consecutive months, the Bidder must indicate a firm all-inclusive monthly rate for each year that includes the following cost items as applicable. The average monthly rate is not to exceed the ceiling amount indicated in the Datasheet.
 - (i) Housing: cost of a house/apartment as well as related expenses, which may include refurbishment, if applicable, and hotel accommodation at arrival and until permanent accommodation is available;
 - (ii) Basic utilities: costs of basic utilities such as water costs; sewage; gas; electricity; rental and repair of meters; garbage collection; primary fuel used for cooking; pest control where required by local laws;
 - (iii) Other expenses required by the Personnel while in the Recipient Country such as clean drinking water, storage and security services;
 - 2) Relocation costs for Personnel on long-term assignment:

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

 - (i) Travel - relocation: cost of travel and living while on travel status to and from the project location at the commencement and completion of the project;
 - (ii) Relocation expenses: the relocation expenses for packing, transport, shipping, en route storage, delivery and unpacking of the household effects. The Consultant is responsible for any related custom duties and insurance charges.
- (c) Personnel categories to be used:
- (i) Personnel assigned to the project in Canada or in the Recipient Country on Travel Status (less than 12 consecutive months in the Recipient Country);
 - (ii) Personnel assigned to the project in the Recipient Country on long-term assignment (12 consecutive months or more); and
 - (iii) Local Professionals (excluding Local Support Staff).
- (d) Costs related to Contractor(s), if applicable.
- (e) Administrative mark-up rate, if applicable, as specified in the Data Sheet.
- 10.9 The Fees and monthly rates must be expressed as fixed annual Fees and rates by year (i.e. Year 1, Year 2, Year 3, etc.).
- 10.10 The total Fees of the Personnel is calculated by multiplying the average Fees for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual.
- 10.11 If the Personnel is added after Contract award, the Consultant is requested to propose fixed annual Fees for the remaining Contract period. Once DFATD accepts the proposed individual and the Fees, the fixed annual Fees will become effective on:
- (a) the Contract anniversary date; or
 - (b) if the date has passed, the date of the first workday for which the Consultant invoices DFATD after the Contract anniversary date.

Provision for Multi-year Contract

- Currency** 10.12 Bidders must provide the price of the Services in Canadian dollars (CAD).
- Taxes** 10.13 Bidders are requested to exclude all Applicable Taxes from the price. Bidders, however, are requested to show the total estimated amount of Applicable Taxes in the financial proposal separately.
- 10.14 For the purpose of Proposal evaluation, all taxes are excluded.
- 10.15 Local taxes (including but not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, duties, fees, levies) may be applicable on amounts payable to DFATD under the Contract. Bidders are requested to exclude all local taxes from their price. DFATD may reimburse the Consultant for any such taxes or pay such taxes on behalf of the Consultant. Reimbursement mechanism of applicable local taxes in the Recipient Country will be determined during contract negotiations.
- Costing Principles** 10.16 Cost of the Contract is comprised of the total Fees, overseas costs for Personnel on long-term assignment, costs of additional Sub-Consultants and Contractor(s) and Reimbursable Expenses paid by DFATD for the provision of Services.
- 11. Proposal Evaluation** 11.1 Except when responding to requests to provide additional information as specified in paragraphs 9.1, 9.2, 9.4, 11.12, 11.25, 12 and 13 from the time the Proposals are submitted to the time the Contract is awarded, the Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/ or financial proposals. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.
- 11.2 Except as otherwise specified in this RFP, DFATD will evaluate Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
- 11.3 DFATD's Proposal selection method is described in the Data Sheet.
- 11.4 Bidders are advised that Proposals received as a result of this RFP will be evaluated by an evaluation team composed of representatives of Canada and may also include representatives of the Recipient Country and other external consultants. All Proposals will be treated as confidential, in accordance with paragraph 20, Confidentiality.
- 11.5 The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel.
- Mandatory Procedural Requirements** 11.6 Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.
- 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.
- 11.8 Proposals that comply with the mandatory evaluation criteria will be evaluated based on the rated criteria.
- 11.9 In their technical proposals, Bidders are requested to address clearly and in sufficient depth the rated criteria specified in Section 5, Evaluation Criteria, against which the Proposal will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. Bidders are requested to provide supporting data (for example, description of past experience, degrees, description of the Bidder's facilities, when applicable), to demonstrate their

capability. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.

- 11.10 The Proposals that fail to achieve the minimum technical score for the rated criteria indicated in the datasheet will be rejected and the financial proposal will remain unopened.
- 11.11 Only work experience of the Bidder will be assessed. In the case of a consortium or joint venture, unless otherwise specified in Section 5, Evaluation Criteria, the experience of any Member could be included in a Proposal as work experience of the Bidder. Nevertheless, when the evaluation requirement is demonstrated through number of years / months of experience, the cumulative experience of the Members cannot be used. For example, if the RFP requires five (5) years of experience in education, and both Members independently have three (3) years each, the experience requirement will not be met. For the purposes of evaluation, listing experience with no substantiation to describe where and how such experience was obtained may result in a score of zero.
- 11.12 Where Form TECH-6A, where applicable, is not provided with the Proposal, DFATD will, in its evaluation, treat the Proposal as though there was no one identified to carry out that specific element of the project. Where Form TECH-6B, where applicable, is not provided with the Proposal or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders must submit the completed TECH-6B within the timeframe specified in the notification. If the completed TECH-6B is not submitted within the specified timeframe, DFATD will treat the Proposal as though there was no one identified to carry out that specific element of the project. In this paragraph, “improperly completed” means:
- (a) There are one or more fields that are not completed; or
 - (b) TECH-6B is not signed by the individual.
- 11.13 Financial proposals will only be opened and evaluated if the technical proposal achieves a score equal to or in excess of the minimum technical score indicated in the Data Sheet.
- 11.14 Fees, overseas costs for Personnel on long-term assignment, and costs of Contractor(s), if applicable, and the administrative mark-up cost, if specified in the Data Sheet will be considered in the financial evaluation. The Reimbursable Expenses will not be evaluated and will be subject to negotiation with the selected Bidder.
- 11.15 The evaluation of financial proposals will be carried out in accordance with the Data Sheet.
- 11.16 Unless otherwise specified in the Data Sheet, Bidders are requested to include and price in their financial proposals (FIN-1) all Personnel and Contractor(s), if applicable, identified in any manner by the Bidder in the technical proposal and not specifically mentioned to be part of the overhead. Failure to do so will result in the financial proposal being scored zero.
- 11.17 Where the available funding is specified in the Data Sheet and the Bidder’s financial proposal exceeds the funding available, DFATD may enter into negotiation with the Bidder on Reimbursable Expenses to arrive at a resultant contract price which is equivalent or lower than the amount of available funding. Should the negotiation not result in a contract price that is equal to or lower than the amount of available funding, the Bidder’s proposal may not be given further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.
- 11.18 Where the minimum level of effort is specified in the Data Sheet and the level of effort proposed by the Bidder is below the specified minimum, DFATD will evaluate the Bidder’s financial proposal based on DFATD’s specified minimum level of effort.
- 11.19 Where the fixed level of effort is specified in the Data Sheet and the Bidder proposes a different level of effort, DFATD will evaluate the Bidder’s financial proposal based on DFATD’s fixed level of effort.

***Evaluation of
Financial Proposals***

- 11.20 When technical and financial evaluations are completed, Proposals will be evaluated for the award of additional bonus points relating to the Aboriginal Supplier Incentive specified in paragraph 11.21.
- Aboriginal Supplier Incentive**
- 11.21 DFATD supports the use of Aboriginal individuals or firms as Personnel or Contractors and has developed an Aboriginal Supplier Incentive process to encourage this practice. In this process, Bidders will be awarded evaluation points (up to a maximum of 50 points which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated and when Aboriginal direct hiring and/ or sub-contracting are proposed.
- 11.22 The Department of Aboriginal Affairs and Northern Development Canadian Supplier Inventory, which is accessible at <http://www.aadnc-aandc.gc.ca/>, will be used by DFATD to determine if the Personnel and/ or proposed Contractors are indeed Aboriginal persons.
- 11.23 A maximum of 50 points will be awarded on a pro-rata basis by using the overall total value of the Bidder's Proposal, both Fees and Reimbursable Expenses, as the basis of comparison. The bonus points will be determined by dividing the total value of the Aboriginal component as declared in FIN-2 against the overall total value of the Bidder's Proposal. For example, a Proposal which has \$100,000 value for the Aboriginal component against a total value of \$1,000,000 will be awarded 5 additional points [$(\$100,000 / \$1,000,000) \times 50 \text{ points} = 5 \text{ points}$]. Only when a Proposal is entirely Aboriginal will the 50 points be awarded.
- 11.24 The format to be used in presenting information for this process is provided in FIN-2, Aboriginal Supplier Incentive, and should be placed in the same envelope as the financial proposal. If FIN-2 is missing, the Bidder will not be awarded any points for the Aboriginal Supplier Incentive.
- Price Justification**
- 11.25 Bidders must provide price justification, on DFATD's request, and within the specified timeframe. Such price justification may include one or more of the following:
- (a) A copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other customers, including but not limited to fee history of assignments that covers at least one hundred (100) person-days billed in twelve (12) consecutive months over the last two (2) years; or
 - (b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/ indirect costs, profit and all other cost included in the proposed Fees; or
 - (c) A price breakdown of the overseas costs for Personnel on long-term assignment and of the administrative mark-up rate; or
 - (d) Any other supporting documentation as requested by DFATD.
- 12. Clarifications of Proposals**
- 12.1 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - (b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
 - (c) request, before award of any Contract, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities, and/ or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFP; and
 - (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.
- 12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request will result in the Proposal being rejected.

Rights of DFATD in evaluation

- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.
- 12.4 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) correct any computational errors in the extended pricing of Proposals by using unit pricing;
 - (b) if there is an error corresponding to the addition or subtraction of subtotals in a total, the total will prevail;
 - (c) in case of discrepancy between word and figures, the former will prevail;
 - (d) evaluate the financial proposal to reflect the minimum or fixed level of effort specified in the Data Sheet, if applicable;
 - (e) in case of discrepancy between the level of effort in the technical and financial proposal, the financial proposal will be adjusted using the level of effort specified in the technical proposal; and
 - (f) in case the financial proposal does not reflect the technical proposal, the financial proposal may be given a score of zero.
- 12.5 At the end of the evaluation process, the Point of Contact will advise the Bidder of the actions, if any, taken pursuant to paragraph 12.4. A Bidder that disagrees may withdraw its Proposal.

13. Conditions of Contract Award

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

(a) Financial Capability

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

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

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

Financial Institution drawn in favour of DFATD, a performance guarantee from a Third Party or some other form of security, as determined by DFATD. If a parent company or a Third Party guarantee is considered appropriate by DFATD for the Bidder to be financially capable, DFATD may require the parent company or Third Party financial information.

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

(b) Procurement Business Number

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

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

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

(d) Proof of Insurance

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

(e) Aboriginal status

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

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

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

(g) Integrity Provisions

The Bidder must:

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

- 14. Negotiations**
- 14.1 A time limit may be imposed by DFATD to ensure that negotiations are concluded effectively and in a timely manner. In instances where negotiations cannot be satisfactorily concluded between the selected Bidder and DFATD, the Bidder's Proposal will be given no further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.
- 14.2 Typical areas of negotiation may include:
- (a) Fees and overseas costs for Personnel on long-term assignment:
In a competitive environment, Fees and overseas costs for Personnel on long-term assignment proposed in the selected Bidder's financial proposal, which were part of the financial evaluation, are not normally subject to negotiation. However, DFATD reserves the right to request support for the proposed Fees and/or for a breakdown of the overseas costs for Personnel on long-term assignment and to negotiate down any and all Fees and/or overseas costs for Personnel on long-term assignment to ensure that fair value is obtained.
 - (b) Reimbursable Expenses
All Reimbursable Expenses, listed in paragraph 10.4, are negotiable.
 - (c) Advances as specified in paragraph 17.
 - (d) Local tax payment and reimbursement mechanism.
- 15. Personnel Replacement prior to Contract Award**
- 15.1 If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals are available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agree to with DFATD unless the Bidder is unable to do so for reasons beyond its control. For the purposes of this paragraph, only the following reasons will be considered as beyond the control of the Bidder: long-term/permanent illness, death, retirement, resignation, maternity and parental leave, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must propose a replacement with equivalent or greater qualifications and experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not, at a minimum, achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.
- 16. Irrevocable Standby Letter of Credit**
- 16.1 To guarantee the Consultant's obligations under the Contract, within 28 Days of the signature of the Contract, the Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) as specified in the Data Sheet.
- 16.2 All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense.
- 17. Advances**
- 17.1 The Data Sheet specifies whether DFATD will permit advance payments to the Consultants under the Contract resulting from this RFP. A detailed list of expenses eligible for advance payments, if any, is specified in the Data Sheet.
- 17.2 Bidders are requested to indicate in their financial proposals the amount and nature of advances that will be required by them to undertake the Contract. The Bidder's request for advances will not be evaluated. However, requested advances may be subject to negotiation prior to Contract award.
- 17.3 DFATD will not issue an advance until the Consultant provides DFATD with an ISLC acceptable to DFATD in form and content. An ISLC will be drawn in favour of DFATD and issued by an Approved Financial Institution and will be in place before any advance is made and remain in effect until all advances are fully liquidated. The ISLC is always for an amount equal to one hundred (100) percent of the maximum possible outstanding amount of advance payments at any given time during the execution of the Contract.

- 17.4 During the negotiation stage, DFATD may request confirmation of the Bidder's ability to obtain the necessary advance security as stipulated in paragraph 17.3. Failure to do so by the date stipulated by DFATD will result in the selected Proposal being given no further consideration. DFATD reserves the right to initiate negotiations with the next highest-ranking Bidder.
- 18. Notification/ Debriefing of unsuccessful Bidders**
- 18.1 After completing negotiations and awarding the Contract to the selected Bidder, DFATD will publish the award of the Contract on GETS and on the DFATD website.
- 18.2 Bidders may make a written request to DFATD to receive a debriefing (in person, by teleconference/videoconference or in writing) on the strengths and weaknesses of their own Proposal and to receive the marks obtained for each of the technical components contained in the published evaluation grid, for the financial component and for the aboriginal supplier incentive (if applicable). All costs related to debriefings conducted in person or by teleconference/videoconference, including but not limited to communication and/or transportation costs, are the responsibility of the Bidder.
- 18.3 Bidders may also request the name(s) of the successful Bidder(s) and the overall total marks obtained by the successful Bidder(s) for the technical components listed in Section 5, Evaluation Criteria, for the financial component, and for the aboriginal supplier incentive (if applicable). Where the request involves a Bidder who is an individual, some information may qualify for protection under the *Privacy Act*.
- 18.4 Should debriefings and informal discussions not provide sufficient information to address a Bidder's issues and concerns, the Bidder should refer to the [Internal Review Mechanism \(IRM\)](#) prior to considering external recourse mechanisms. Complaints should be submitted using the [IRM Enquiry Form](#).
- 19. Commencement of Services**
- 19.1 The Consultant is expected to commence provision of Services within the delay specified in the Data Sheet.
- 19.2 The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by DFATD.
- 20. Confidentiality**
- 20.1 Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act*, and the *General Records Disposal Schedule of the Government of Canada*.
- 21. Rights of DFATD**
- 21.1 DFATD reserves the right to:
- (a) reject any or all Proposals received in response to the RFP;
 - (b) enter into negotiations with Bidders on any or all aspects of their Proposals;
 - (c) accept any Proposal in whole or in part without negotiations;
 - (d) cancel the RFP at any time;
 - (e) reissue the RFP;
 - (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who responded to resubmit Proposals within a period designated by DFATD; and
 - (g) negotiate with the sole compliant Bidder to ensure best value to DFATD.

Instructions to Bidders

DATA SHEET

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

Paragraph Reference	
Definitions (t)	No Local Support staff will be required under the resulting Contract.
Definitions (dd)	<p>The following Recipient Countries in Sub-Saharan Africa are eligible to receive Project support:</p> <p>Angola, Benin, Botswana, Burkina Faso, Burundi, Cabo Verde, Cameroon, Central African Republic, Chad, Comoros, Congo (Democratic Republic of), Republic of Congo, Cote d'Ivoire, Djibouti, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, Gabon, Gambia (The), Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan, South Sudan, Tanzania, Togo, Uganda, Zambia and Zimbabwe</p> <p>The list of eligible countries may be updated from time to time by DFATD, or in line with changes to the Development Assistance Committee (DAC) list of ODA-eligible recipients. In some circumstances only non-governmental organizations may be eligible.</p>
Definitions (ff)	The RFP Closing Date is 2020-03-23 at 14:00 hrs, Eastern Standard / Eastern Daylight Saving Time (EST/EDT) (RFP Closing Date)
1.5	<p>Bidders' Conference:</p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>A Bidders' conference for all interested Bidders will be held on 2020-02-26 at DFATD, at 200 promenade du Portage. The session will begin at 10:00:00, in the meeting room B6009. Travel and other costs in order to attend are the responsibility of the Bidders. The session will be held to answer questions on the project and/ or on the RFP. Bidders who do not attend the conference will not be excluded from submitting a Proposal.</p> <p>In order to facilitate the conference, Bidders are requested to submit their questions, comments and/ or a list of issues they wish to table in advance by email, in English and/ or French, at the latest by 2020-02-21 to the Point of Contact, to allow sufficient time for DFATD to make logistical arrangements and prepare answers. Additional questions from the floor are allowed during the conference itself. If they affect the RFP, clarifications or changes resulting from the Bidders' conference will be included as an addendum to the RFP.</p> <p>Bidders are requested to confirm in advance their intention to attend by emailing the Point of Contact at the email address as per paragraph 1.6, at the latest by 2020-02-24. Bidders are requested to indicate their name, postal address, email address, telephone number, fax number as well as the name and the title of the Bidder's representative(s) who will attend in such e-mail to DFATD. DFATD reserves the right to cancel the conference and inform Bidders by means of an addendum to the present RFP, if this happens.</p> <p>Site tour:</p> <p>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>
1.6	<p>Visit can be arranged:</p> <p>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>

1.6, 6.2, 11.1 and 13.1	<p>DFATD Point of Contact is:</p> <p>Olivier Charbonneau Senior Officer, Contracting Services Department of Foreign Affairs, Trade and Development Email: olivier.charbonneau@international.gc.ca</p>																				
2.3	<p>Location of contract negotiation: National Capital Region, Canada, to be determined by DFATD. DFATD will also be available for teleconferencing, upon request.</p>																				
7.2	<p>Bidder is requested to submit:</p> <ul style="list-style-type: none"> • Technical proposal: The original and four (4) copies and one (1) electronic version (in USB or CD-ROM) • Financial proposal: The original and two (2) copies and one (1) electronic version (in USB or CD-ROM) <p>Technical and Financial Proposals must be separately bound. In the event of a discrepancy between the electronic version and the paper version, the original paper version prevails.</p>																				
7.9	<p>Page size other than 8.5" X 11" or A4 is acceptable: YES___ NO__X__</p>																				
7.10 (c)	<p>Financial statements are to be included in the Proposal:</p> <p>YES___ NO__X__</p>																				
8.2	<p>Additional documentation is available: YES___ NO__X__</p>																				
9.6	<p>Cross-referencing is recommended: YES___ NO__X__</p>																				
9.8 (c) and 11.19	<p>A fixed number of person-days for the following Personnel positions:</p> <table border="1" data-bbox="386 1378 1308 1876"> <thead> <tr> <th data-bbox="394 1392 1149 1486">Position</th> <th data-bbox="1157 1392 1300 1486">Total Fixed LOE</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="394 1499 1300 1526">Core Team (based in Canada)</td> </tr> <tr> <td data-bbox="394 1540 1149 1567">Project Director</td> <td data-bbox="1157 1540 1300 1567">231</td> </tr> <tr> <td data-bbox="394 1580 1149 1607">Project Manager</td> <td data-bbox="1157 1580 1300 1607">1100</td> </tr> <tr> <td data-bbox="394 1620 1149 1647">Gender Equality Advisor</td> <td data-bbox="1157 1620 1300 1647">924</td> </tr> <tr> <td data-bbox="394 1661 1149 1688">Climate Change Policy Advisor</td> <td data-bbox="1157 1661 1300 1688">352</td> </tr> <tr> <td data-bbox="394 1701 1149 1728">Renewable Energy Advisor</td> <td data-bbox="1157 1701 1300 1728">330</td> </tr> <tr> <td data-bbox="394 1741 1149 1768">Forestry and Climate Advisor</td> <td data-bbox="1157 1741 1300 1768">220</td> </tr> <tr> <td data-bbox="394 1782 1149 1809">Climate Change Adaptation Advisor</td> <td data-bbox="1157 1782 1300 1809">330</td> </tr> <tr> <td data-bbox="394 1822 1149 1849">Project Finance and Administrative Coordinator</td> <td data-bbox="1157 1822 1300 1849">1100</td> </tr> </tbody> </table>	Position	Total Fixed LOE	Core Team (based in Canada)		Project Director	231	Project Manager	1100	Gender Equality Advisor	924	Climate Change Policy Advisor	352	Renewable Energy Advisor	330	Forestry and Climate Advisor	220	Climate Change Adaptation Advisor	330	Project Finance and Administrative Coordinator	1100
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9.9	<p>The Bidder can propose alternative Personnel: YES___ NO__X__</p>																				
10.4	<p>In addition to the listed eligible Reimbursable Expenses in ITB 10.4, the Bidder is requested to provide the following expenses in FIN-3:</p> <p>k) the Bidder will have a maximum budget of \$3,420,500 CAD to cover the Reimbursable Expenses for other Personnel and Contractors related to the deployments of technical experts, including South-South Exchanges and training related to specific initiatives, in response to Requests for Services.</p>																				
10.7 and 11.17	<p>Available funding</p> <p>The available funding for the Contract resulting from this RFP is \$15,000,000.00 CAD, excluding Applicable Taxes.</p>																				

	<p>Of this amount, DFATD has reserved:</p> <p>a. \$4,810,500 CAD, including an administrative mark-up factor, for other Personnel and Contractors (technical experts and other project resources) identified during the implementation of the project, and those that are required to carry out technical assistance and capacity building through deployments, in response to Requests for Services.</p> <p>Disclosing the available funding does not commit DFATD to paying this amount.</p>						
<p>10.8 (b) and c (ii)</p>	<p>This requirement does not contain Personnel on long-term assignment.</p>						
<p>10.8 (e)</p>	<p>Administrative mark-up : Yes: <u> X </u> No : <u> </u></p> <p>The Administrative mark-up to be applied to the Sub-consultants and Contractors determined during project implementation includes :</p> <ul style="list-style-type: none"> • Overhead expenses • Profit <p>This rate will be applied as follows :</p> <table border="1" data-bbox="386 981 1383 1088"> <thead> <tr> <th></th> <th>Application of the rate</th> </tr> </thead> <tbody> <tr> <td>Sub-consultants assigned to the project</td> <td>Fees invoiced by the Sub-consultants</td> </tr> <tr> <td>Contractors</td> <td>Costs invoiced by the Contractors</td> </tr> </tbody> </table> <p>*When an employee is added during the Contract, the Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the Contract.</p>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
	Application of the rate						
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						
<p>11.3</p>	<p>Selection method - Best value adjusted for cost: The technical proposal is awarded a maximum of 700 points or 70 percent of total possible 1,000 points, and the financial proposal is awarded a maximum of 300 points or 30 percent.</p> <p>If Aboriginal direct hiring and/ or Contractors are proposed, Bidders will be awarded evaluation points (up to a maximum of 50 points, which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated.</p> <p>The Bidder whose Proposal obtained the highest combined technical and financial score and Aboriginal Supplier Incentive score, out of 1050 points, will be invited for negotiations unless there is less than 10 points between that Bidder and the lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.</p>						
<p>11.10 and 11.13</p>	<p>The minimum technical score required is 420 points. Only Proposals that achieve a minimum technical score are considered compliant.</p>						
<p>11.14, 11.15, 11.19 and 12.4 (d)</p>	<p>Evaluation of financial proposals</p> <p>The total Financial proposal to be evaluated will be the sum of FIN-1A and FIN-1B.</p> <p>a. FIN-1A is the sum of the total cost of Fees for Personnel:</p> <p>The total cost of Fees will be calculated by adding the sub-totals of costs related to the average Fees multiplied by DFATD's fixed level of effort for each position of Personnel identified by DFATD in the RFP plus the costs related to the average Fees multiplied by the Bidders level of effort for each position of Personnel identified by the Bidder in its Methodology, in accordance with FIN-1A.</p> <p>b. FIN-1B is the competed administrative mark-up cost:</p>						

	<p>The evaluated administrative mark-up cost FIN-1B will be calculated by applying the Bidder's mark-up rate, as indicated in FIN-1B, to the budget set-aside for the cost of other Personnel and Contractors to be determined during project implementation using the following formula:</p> $\text{Administrative mark-up cost} = \text{budget set-aside } \$ \times \frac{\% \text{ of mark-up rate}}{(1 + \% \text{ of mark-up rate})}$ <p>Costs related to Contractors and Personnel, other than those identified by DFATD, may be determined during implementation and will not exceed the budget set-aside specified under FIN-1B.</p>
11.15	<p>Scoring of financial proposals:</p> <p>The financial proposal with the lowest evaluated dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis based on the lowest compliant financial price. For example, if the total financial score is 300 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 300 points for its financial proposal. All other technically compliant Bidders' financial score will be calculated as follows:</p> $\text{Bidder B's financial score} = \frac{\text{Bidder A's financial price}}{\text{Bidder B's financial price}} \times 300$
11.16	The clause is applicable: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
13.1(c)	The Bidder is subject to security requirements: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
13.1(d)	<ol style="list-style-type: none"> 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"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; (b) Bodily Injury and Property Damage to Third Parties; (c) Product Liability and Completed Operations; (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; (e) Cross Liability and Separation of Insured; (f) Employees and, if applicable, Volunteers as Additional Insured; (g) Employer's Liability; (h) Broad Form Property Damage; (i) Non-Owned Automobile Liability; and (j) 30 Days written notice of policy cancellation. 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"> a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and b) 30 Days written notice of cancellation. 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 Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Centre for Intercultural Learning,</p>

	<p>pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that members of its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or contractors for medical reasons.</p> <p>4. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ol style="list-style-type: none"> a. Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; b. Cross Liability and separation of insured, to the extent permitted by law; c. Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and d. 30 Days written notice of cancellation. <p>5. War Risk Accidental Death and Dismemberment Insurance, for Personnel working in areas considered to be war zones. A war zone is defined as the combat zone where military operations are conducted, such as Afghanistan. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
16.1	The Irrevocable Standby Letter of Credit (ISLC) must be for the face amount of \$450,000.
17.1	Advance payments may be permitted: YES___ NO__X_
19.1	Expected date for commencement of consulting and professional services is no later than 30 days following the signature of the contract.

Section 2. Technical Proposal - Standard Forms


Guidance to Bidders:

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

Bidders Checklist

1. Mandatory procedural requirements


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

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

No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder’s Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 11.12, 11.25, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

2. Other requirements:

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

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

Has the Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture provided information as requested in TECH-3 with the Proposal?	
Has the Bidder provided information as requested in TECH-4 according to the specified format?	
Has the Bidder completed and included all TECH-5 forms according to the specified format?	
Has the Bidder completed and included all TECH-6 forms according to the specified format?	
Has the technical proposal clearly and in sufficient depth addressed the rated requirements against which the Proposal is evaluated?	
Has the technical proposal conformed to the specified page limits as indicated in section 5, Evaluation Criteria?	
Financial Proposal	
If Aboriginal direct hiring and/ or sub-contracting is proposed, has the Bidder completed FIN-2?	
Has the Bidder provided estimate of Reimbursable Expenses that will be incurred in the realization of the project in Canada and in the Recipient Country by filling in the form FIN-3?	
Does the Bidder's price exclude all Applicable Taxes? Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimated amount in the financial proposal separately.	
Has the Bidder indicated in its financial proposal the amount and nature of advances that it will require in undertaking the Contract, if any?	

FORM TECH-1
Acceptance of Terms and Conditions

Guidance to Bidders:

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

The Proposal to the Department of Foreign Affairs, Trade and Development is for the provision of Services in relation to: Expert Deployment Mechanism – Climate Action Africa (EDM-CAA)

From (please print): Bidder's Name _____

Person authorized to sign on behalf of the Bidder:

 Name (Please Print)

 Title (Please Print)

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

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

Signature _____ Date _____

Member in Charge

FORM TECH-2 Certifications

Guidance to Bidders:

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

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

1. CANADIAN STATUS

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

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

2. INTEGRITY PROVISIONS

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

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

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

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

3. CODE OF CONDUCT FOR PROCUREMENT

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

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

4. ANTI-TERRORISM

The Bidder certifies that DFATD's funds will not knowingly be used to benefit terrorist groups or individual members of those groups, or for terrorist activities, either directly or indirectly, as defined in the Criminal Code R.S.C., 1985, c. C-46 or those appearing on the Consolidated United Nations Security Council Sanctions List as modified. The Bidder will notify DFATD immediately if it is unable to complete the procurement process or Contract as a result of terrorism-related concerns.

The Bidder is responsible for consulting all relevant lists, even if the web addresses provided are no longer valid, in order to stay informed of the listed terrorist groups and their members and must ensure that the funds from DFATD does not benefit any listed terrorist entity and their members, any sanctioned groups or persons. Entities or individuals listed as terrorists can be found at the following web addresses:

- a. [Criminal Code of Canada list](#)
- b. [Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism \(RIUNRST\)](#)
- c. The United Nations Security Council Consolidated Sanctions List is available on the United Nations Security Council website (<https://www.un.org/securitycouncil/>), to implement the sanction measures imposed by the United Nations Security Council pursuant to resolutions 1267 (1999), 1989 (2011) and 2253 (2015) concerning ISIL (Da'esh), Al-Qaida, and associated individuals, groups, undertakings and entities, and pursuant to resolution 1988 (2011) concerning the Taliban and associated individuals.

DFATD will inform the Bidder or Consultant in writing, if it has identified any third party that is associated directly or indirectly with terrorism. In such instance, DFATD will determine an appropriate course of action, including suspension or termination of the Contract.

The Bidder will include a corresponding provision in any subcontract that it enters into for the purposes of the Contract.

5. ECONOMIC SANCTIONS AND OTHER TRADE CONTROLS

1. The Bidder certifies that funding for the purposes of the Contract will not be knowingly used, either directly or indirectly, in a manner that contravenes economic sanctions imposed by Canada and enforced by regulations under the *United Nations Act* (R.S.C. (1985), c. U-2); the *Special Economic Measures Act* (S.C. (1992), c. 17); the *Justice for Victims of Corrupt Foreign Officials Act* (S.C. (2017), c. 21) as they are amended from time to time, or for activities that would contravene the provisions of the *Export and Import Permits Act*, (R.S.C. (1985), c. E-19). Information on Canadian sanctions and export and import controls can be found at the following links:

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/types.aspx?lang=eng

<https://www.international.gc.ca/controls-controles/index.aspx?lang=eng>

2. The Bidder will consult the above links to be aware of the foreign governments, persons and activities subject to economic sanctions and other trade controls during the period of the Contract.
3. The Bidder will include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Contract.

6. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

7. LOBBYIST

The Bidder certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Canadian *Lobbying Act*.

8. LANGUAGE CAPABILITY

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

9. 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.

10. 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.

11. 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

Section 2: Technical Proposal – Standard Forms

() 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.

12. ABORIGINAL FIRM

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

- (a) at least 51 percent of the firm is owned and controlled by Aboriginal persons; and
- (b) at least one third of the firm's employees, if it has 6 or more full-time staff, must be Aboriginal persons.

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

AND

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

() The Bidder is not Aboriginal.

- **OR** -

() The Bidder is Aboriginal.

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

I/ We hereby certify _____ (*Name of individuals or firms who act as Personnel, Local Support Staff and/ or Contractors*) is/ are Aboriginal firm or individuals as defined in this TECH-2 and that _____ (*insert value of Aboriginal component*) represent the Fees/ services/ supplies that I/ We will provide to the Bidder. I/ We am/ are aware that DFATD reserves the right to verify any information provided in this regard and that untrue statements may result in the Proposal being declared non-compliant, or in any action which DFATD may consider appropriate. I/ We all certify that I/ We are in compliance with the above requirements.

13. FORMER CANADIAN PUBLIC SERVANT CERTIFICATION

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

Definitions

For the purposes of this certification,

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

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

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

FORM TECH-3 Bidder's Organization

Guidance to Bidders:

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

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

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

2. If available at the time of proposal submission and in accordance with paragraph 13.1 (g) ii of the RFP, a complete list of the following:
 - For **corporate entities (including those bidding as joint ventures)**: names of all current directors or, for privately owned corporations, the names of the owners of the corporation.
 - For **sole proprietors (including sole proprietors bidding as joint ventures)**: names of all owners.

3. The person to contact regarding the Proposal (name, title, telephone and fax numbers, and email address):

4. The person to contact regarding any resulting Contract (name, title, telephone and fax numbers, and email address):

5. Governing law of a Canadian province or territory, if different than Ontario, in accordance with the paragraph 3.2 of the RFP:

6. If available at the time of proposal submission, the Procurement Business Number of the Bidder issued by Public Works and Government Services Canada, including of each Member if the Bidder is a consortium or joint venture:

7. Is the Bidder registered for the Quebec Sales Taxes (QST)

FORM TECH-4 Bidder's Experience

Guidance to Bidders:

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

Where specified, Bidders should provide a narrative description responding to each element of the Rated Evaluation Criteria, and using either Chart 1: Project Information or Chart 2: Initiative Information (as applicable), provide information on each Project/Initiative referenced in the Narrative Description. The Bidder should insert charts as necessary.

NARRATIVE DESCRIPTION

--

CHART 1: PROJECT INFORMATION (IF APPLICABLE)

Project name:	Recipient country(ies) / Beneficiary(ies):	
Approximate Project value:	Key Stakeholder(s):	
Name of Bidder or Member who performed services:		
Name of customer/ funding agency: Name and title of customer reference: Telephone number and email address:		
Project Start date (month/ year):	Project End date (month/ year):	Approx. value of services: Fees: Reimbursable Expenses: Project Funds managed by the Consultant:
Senior/ key Personnel, including level of effort, involved and functions performed:		
Brief Project description:		

CHART 2: INITIATIVE INFORMATION (IF APPLICABLE)

Initiative name:		Recipient Country(ies) / Beneficiary(ies):
Approximate Initiative value (if available):		Key Stakeholder(s):
Name of Bidder or Member who performed services:		
Name of customer/funding agency: Name and title of customer reference: Telephone number/email address:		
Initiative Start date (month/ year):	Initiative End date (month/ year):	
Brief Initiative description:		
Senior/key Personnel involved and functions performed:		

FORM TECH-5
Methodology

This form is not applicable to this RFP.

**FORM TECH-6
PERSONNEL**

Guidance to Bidders:

Using the format below, provide the CV and narrative description, including information on each Project/Assignment/Climate change initiative submitted, to demonstrate experience of the proposed Personnel.

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

Position:**Name:****Education:**

Degrees received, name of the university/school, and pertinent dates (month & year)

Other Education or Professional Development:

Professional certification or accreditation or designation

Present employer and position:

Length of service with current employer (Start date: month & year) and status (permanent, temporary, contract employee, associate, etc.)

Former Public Servant

Is/Will the proposed resource be a Former Public Servant in receipt of a government pension and/or the beneficiary of a buy-out lump sum payment? If yes, provide details. Does/will the proposed resource comply with the provisions of the Conflict of Interest provisions contained in Tech-2?

Experience:

History of Projects/Assignments/Climate change initiatives in reverse chronological order with a brief description of each assignment in accordance with the rated criteria detailed under the Personnel Experience, in Section 5, including but not limited to:

Position:

Project/Assignment/Climate change initiative name and Recipient country(ies)/Beneficiary(ies):

Project/Assignment/Climate change initiative value:

Brief description of Project/Assignment/Climate change initiative:

Services provided and sector:

Budget managed by the individual on the Project/Assignment/Climate change initiative:

Personnel managed (sector of expertise, number, etc.)

Start date (day, month & year) and completion date (day, month & year):

Level of Effort (in days):

Client/funding agency:

Stakeholders:

Location of the Project/Assignment/Climate change initiative:

Narrative Description:

Customer Reference(s): *include the number of references specified in the Rated Evaluation Criteria, stating the name, title, telephone number and email.*

FORM TECH- 6B
COMMITMENT TO PARTICIPATE IN THE PROJECT

Guidance to Bidders:

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

1 REFERENCE

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

2 GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL

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

3 DECLARATION OF INDIVIDUAL

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

Section 3. Financial Proposal - Standard Forms

FORM FIN-1

TOTAL COST

Guidance to Bidders:

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

All-inclusive firm daily Fees include salary, benefits (paid and time-off), overhead and profit, excluding Applicable Taxes. The Bidder is requested to show the amount of Applicable Taxes, separately.

FORM FIN-1A COST OF PERSONNEL

Guidance to Bidders:

The Bidder must provide a firm all-inclusive daily Fee **for each year** for the positions of Personnel identified by DFATD below. The Bidder must also provide a firm all-inclusive daily Fee for each year, as well as an estimated level of effort for each position of Personnel identified by the Bidder in its methodology. Where DFATD has indicated a fixed LOE below, this LOE is an estimate that has been fixed for evaluation purposes only.

Fees for Personnel Positions Identified by DFATD

Personnel Resource Name	Personnel Position	Year 1 Firm all-inclusive daily Fees \$	Year 2 Firm all-inclusive daily Fees \$	Year 3 Firm all-inclusive daily Fees \$	Year 4 Firm all-inclusive daily Fees \$	Year 5 Firm all-inclusive daily Fees \$	(LOE) Fixed by DFATD (Days)	Sub-Total Estimated Cost = Average of (Y1, Y2, Y3, Y4 and Y5) x Total LOE
Core Team (based in Canada)								
	Project Director						231	
	Project Manager						1100	
	Gender Equality Advisor						924	
	Climate Change Policy Advisor						352	
	Renewable Energy Advisor						330	
	Forestry and Climate Advisor						220	

	Climate Change Adaptation Advisor						330	
	Project Finance and Administrative Coordinator						1100	
SUBTOTAL-1 (exclusive of any taxes) - Total								

Fees for other Personnel Positions Identified by the Bidder in its methodology, including all administrative, financial and project management Personnel required by the Bidder in order to implement the project.

Personnel Position	Firm all-inclusive Daily Fees \$					(LOE) Estimated by the Bidder (Days)	Sub-Total Estimated Cost = Average of (Y 1, Y2, Y3, Y4 and Y5) x Total LOE
	Y1	Y2	Y3	Y4	Y5		
SUBTOTAL-2 (exclusive of any taxes) - Total							\$

TOTAL COST FOR FIN-1A= SUBTOTAL-1 + SUBTOTAL-2: \$ _____

FORM FIN-1B
ADMINISTRATIVE MARK-UP COST OF OTHER SUB-CONSULTANTS AND CONTRACTORS

Guidance to Bidders:

The Bidder must provide its administrative cost for the management of the Sub-consultants and Contractors determined during project implementation and those that are required to carry out technical assistance and capacity building through deployments, in response to Requests for Services.

Administrative mark-up rate	_____ %
Evaluated administrative mark-up cost $4,810,500 \times \frac{\% \text{ of mark-up}}{(1 + \% \text{ of mark-up})}$	FIN-1B = \$ _____
BUDGET SET-ASIDE FOR OTHER PERSONNEL* AND CONTRACTORS	\$4,810,500 CAD including the administrative mark-up.

*When an employee is added during the Contract, the Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the Contract.

For example, see the table below:

	Base for applying the Mark-up rate	SAMPLE Administrative mark-up rate proposed by the Consultant (%)	Fees Billed to DFATD
Sub-consultants assigned to the project	Fees billed by the Sub-consultant	3%	Fees billed to Consultant by the Sub-consultant multiplied by 1.03
Contractors	Costs billed by the Contractor	3%	Costs billed to Consultant by the Contractor multiplied by 1.03
Employees of the Consultant			Fees proposed include a mark-up rate not exceeding the mark-up rate embedded in the all-inclusive firm fees submitted for the employees of the Consultant as part of the proposal.

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

FORM FIN-2
ABORIGINAL SUPPLIER INCENTIVE

Identification of Aboriginal Person(s) to be employed by the Bidder

Individual's Name, Position and Address	All-inclusive Firm Daily Fees, \$	Number of Person-Days	Total Fees (Fees x Person-Days), \$
Total, \$			

Aboriginal Contractors to be utilized

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

**FORM FIN-3
REIMBURSABLE EXPENSES**

Guidance to Bidders:

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

Indicative Reimbursable Expenses

#	Description	Units	\$, Per Unit	Sub-total, \$
a	Travel and Living			
	Transportation			
	Meals, incidentals and private vehicle			
	Visa costs			
	Accommodation			
	Other*			
b	Purchase and Transportation costs for			
	Equipment Supplies			
c	Communication costs			
d	Translation and reproduction costs			
e	Bank charges			
f	Local Support Staff			Not applicable
g	Allowances for DFATD award students and trainees			
h	Expenses of Counterpart personnel			
i	Field Office Expenses			
	Office Vehicles			
	Other			Not applicable
j	Training Expenses			
	Tuition			
	Textbooks and Manuals			
	Rent of training facilities			
	Presentation equipment and supplies			
k	Reimbursable Expenses related to Deployments of Technical Experts**			\$3,420,500
Grand Total				

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

** Categories of Reimbursable Expenses related to deployments are the same ones listed in 10.4

Section 4. Terms of Reference

Annex A – Project Description

List of Acronyms

AWP	Annual Workplan
CAD	Canadian Dollars
COP	Conference of the Parties
CSO	Civil Society Organization
DFATD	Department of Foreign Affairs, Trade and Development
EDM-CAA	Expert Deployment Mechanism for Climate Action in Africa
FIAP	Feminist International Assistance Policy
GAP	Gender Action Plan
GE	Gender Equality
GHG	Greenhouse Gas
IPCC	International Panel on Climate Change
IWP	Inception Workplan
LM	Logic Model
NAPs	National Adaptation Plans
NDAs	Nationally Designated Authorities
NDC	Nationally Determined Contributions
ODA	Official Development Assistance
PIP	Project Implementation Plan
PMF	Performance Measurement Framework
PSC	Project Steering Committee
RBM	Results-Based Management
REDD+	Reducing Emissions from Deforestation and Forest Degradation
RFS	Request for Support
SC	Selection Committee
SOP	Standard Operating Procedures
TOR	Terms of Reference
UN	United Nations
UNFCCC	United Nations Framework Convention on Climate Change
WP	Workplan

1. Project Context

Africa, while currently responsible for a negligible amount of total global Greenhouse Gas (GHG) emissions, is under significant threat from climate change. The continent is particularly vulnerable due to its geographic position, widespread poverty and limited adaptive capacity. Climate change is a particular threat to continued economic growth and to livelihoods of vulnerable populations, especially women and girls and the elderly.

According to the United Nations Environment Programme (UNEP), it is estimated that between 75 and 250 million people have been exposed to increased water stress due to climate change, with yields from rain-fed agriculture reduced by up to 50 percent. The International Panel on Climate Change (IPCC) estimates that up to 250 million Africans are likely suffering from food insecurity as a result of climate-driven crop failure, loss of livestock, soil degradation and lack of water. Severe climatic impacts are predicted on disease patterns, biodiversity and ecosystems. Climate change is also expected to exacerbate existing conflicts in Africa over natural resources management and trigger mass migration. Moreover, the UNEP estimates that climate change will lead to a two to four percent annual loss in Gross Domestic Product (GDP) in Africa by 2040, and that the continent could face an estimated US\$50 billion in adaptation costs by the year 2050.

Reducing climatic vulnerability in Africa requires climate change to be integrated into overall development plans. This includes managing weather-related disasters, protecting coastlines, managing land and forests, dealing with and planning for reduced water availability, developing resilient crop varieties, protecting energy and public infrastructure, and making the most of potential opportunities associated with climate change (e.g. longer growing seasons). There is also a need to better understand how climate change affects African countries, and for processes, methods and tools to help African nations adapt. Strengthening the capacity of decision makers and stakeholders responsible for coordinating and planning adaptation activities at all levels of government is also important. As climate change impacts women and men differently, the elderly and non-elderly differently, and adults and children differently, any effective adaptation response needs to reflect the gender- and demographic-related differentiated vulnerabilities.

Mitigation efforts in Africa must focus on increasing access to renewable energy and reducing emissions from deforestation and forest degradation. Many African countries are recognizing the need to build climate resilient green economies with strong emphasis on low carbon growth. Some, like Ethiopia and Rwanda, are implementing high profile green economy strategies that aim to generate new forms of cleaner growth and green jobs from investment in renewable energies, public transport, and sustainable agriculture. Others are making major investments in wind and solar power generation. Some African countries are prioritizing the protection of large tracts of forests and thus reducing deforestation.

The Expert Deployment Mechanism for Climate Action in Africa (the “Project”) will build African capacity to respond to these climate-related issues and meet its commitments under the 2015 Paris International Climate Change Agreement (“Paris Agreement”) and related commitments under the United Nations Framework Convention on Climate Change (UNFCCC). The Project is in line with the *African Union Strategy on Climate Change (draft)*¹, and it also responds to Canada’s *Feminist International Assistance Policy (FIAP)*. The *FIAP* commits Canada to: helping the most vulnerable communities adapt to climate change, mitigate its impacts, and facilitate the transition to a low-carbon economy by leveraging private-sector investment; and to advancing women’s climate-related leadership and decision-making. The Project is part of Canada’s pledge of \$2.6 billion to take action on climate change in developing countries.

The Project also seeks to complement the Department of Foreign Affairs, Trade and Development’s (DFATD) bilateral development assistance programs in Sub-Saharan African countries, particularly as it relates to DFATD’s large investments in the *African Renewable Energy Initiative*, the African Risk Capacity Agency, and the African Institute for Mathematical Sciences².

2. Project Description

The Project will provide targeted, short-term technical assistance to governmental and non-governmental organizations³ at the regional, national and sub-national levels in eligible⁴ countries in Sub-Saharan Africa (referred to as “Recipient Organizations”), in response to locally-identified needs. The Project aims to assist them in addressing the causes and effects of climate change, including by increasing women’s capabilities to fully participate as active agents of change. The Project aims to accomplish this by:

¹ https://www.un.org/en/africa/osaa/pdf/au/cap_draft_aclimatestrategy_2015.pdf

² African Renewable Energy Initiative: <http://www.arei.org/>; African Risk Capacity Agency: <https://www.africanriskcapacity.org/>; African Institution for Mathematical Sciences: <https://www.nexteinstein.org/>

³ In the context of this RFP, a non-governmental organization refers to an organizations or institution that is independent of government, and includes both not-for profit, and under certain circumstances, for-profit entities.

⁴ To be eligible for technical assistance under this Project, a country must be a Sub-Saharan African country eligible to receive Official Development Assistance (ODA) from the Government of Canada. Refer to section 5 for the complete list of countries.

- a. Helping them develop or strengthen their climate-related legislation, policies and strategies and implement their Paris Agreement and related UNFCCC commitments.
- b. Supporting them in implementing their Nationally Determined Contributions (NDCs) and National Adaptation Plans (NAPs) to mitigate emissions and adapt to the adverse effects of climate change. Mitigation efforts will focus on increasing access to renewable energy, and reducing emissions from deforestation and forest degradation. Adaptation efforts will focus on agriculture and water resource management, given their high level of climate vulnerability.
- c. Supporting the implementation of the 2017 UNFCCC *Gender Action Plan* (GAP), with a specific emphasis on climate education programs that target women and youth, as well the capacity of national climate institutions to integrate Gender Equality (GE) considerations into climate policy and programming.

Recipient Organizations in eligible countries in Sub-Saharan Africa are able to request technical assistance and capacity building by submitting a Request for Support (RFS) that is in line with the above mentioned objectives and that falls in one of the three Project components listed in section 4 – Project Scope.

In order to determine whether or not an RFS will be approved, the Consultant, in collaboration with the DFATD Selection Committee, will assess if it:

- Aligns with international climate change agreements;
- Is consistent with the development needs of the eligible country from which support is being requested;
- Meets Canada’s development objectives in climate change in accordance with FIAP;
- Demonstrates clear and tangible development benefits for African women, men or youth; and
- Has sound GE and environmental integration.

If an RFS is approved, the Project will primarily support the deployment of experts to provide the timely delivery of environmentally- and gender-sensitive climate-related technical assistance to Recipient Organizations at the regional, national and sub-national levels. The Project will also possess flexibility to support complementary activities needed to maximize the impact and sustainability of the technical assistance, including workshops, training and conferences. Such activities must directly complement the larger technical assistance objectives. Lastly, the Project will support results-oriented, South-South knowledge exchanges⁵ between countries in Sub-Saharan Africa to facilitate the exchange of climate-related knowledge, expertise and lessons learned, and strengthen South-South networks. An RFS can include one or a combination of these aforementioned activities.

It is expected that most initiatives⁶ will be targeted and short-term in nature (e.g. three to four weeks). Initiatives will have a budget ceiling of CAD\$300,000; although most are expected to have much smaller budgets. Under exceptional circumstances—and with DFATD approval via the Selection Committee (SC)—initiatives valued above CAD\$300,000 could be considered. It is anticipated that the Project will support up to 15 initiatives per year, as well as about five South-South knowledge exchanges. Multiple deployments may be required to meet the needs of some Recipient Organizations.

Canada has a wealth of world-class climate change expertise in government (e.g. provincial, federal), the private sector, and civil society and the Project provides a platform for making this expertise available to eligible countries in Sub-Saharan Africa. By relying primarily on Canadian technical expertise⁷, the Project will draw on, and share, Canadian climate change know-how, models, innovations and best practices. By providing these countries with demand-driven technical assistance, the Project will help ensure that these countries—and ultimately their citizens—benefit more fully from a more climate secure environment.

Although RFSs will likely emanate most heavily from Sub-Saharan African governments, the Project will retain scope to support regional, national and sub-national non-governmental organizations, including Civil Society Organizations (CSOs) and educational institutions. The Project will also retain flexibility to respond to RFSs from private sector organizations, although eligibility would be determined in accordance with DFATD directives on the funding of for-profit organizations and subject to approval by the DFATD SC. RFSs from all non-governmental organizations must be supported by an appropriate government entity (as demonstrated by a letter of support, where applicable⁸) to ensure alignment with government priorities and policies.

Knowledge generated under the Project will be systematically recorded, organized and used to improve Project performance, foster innovation, share lessons and integrate continuous improvement for the

⁵ As defined by the World Bank, South-South knowledge exchange connects policy makers and development practitioners within and across countries to learn from each others' experiences and to identify workable development solutions and policies. In the context of the Project, most knowledge exchanges will be between Sub-Saharan African countries, but there may be a need to expand outside of Sub-Saharan Africa.

⁶ An approved RFS that could include: the deployment of technical assistance; workshops, training and conferences; and/or South-South knowledge exchanges.

⁷ Where Canadian technical expertise is not available, international expertise will be drawn.

⁸ Countries where only NGOs are eligible for support will reviewed on a case by case basis.

Recipient Organizations. Knowledge products will also be produced and made widely available to Sub-Saharan African climate action stakeholders and DFATD via the Project website, dissemination of knowledge products, and periodic knowledge sharing sessions or forums. Key knowledge products will include Project-generated: lessons learned, best practices and innovations; technical papers and briefs; training and awareness-raising resources; and repositories of climate action stakeholders, technical experts and other resources.

3. Project Objectives and Expected Results

The overall goal of the Project is to support developing countries in Sub-Saharan Africa to address the causes and effects of climate change. This Project will lead to increased institutional capacity to undertake sustained actions to address climate change, including reducing gender inequalities. It will support governments in developing and implementing their policies, strategies and plans for dealing with climate change. This will include capacity to mitigate GHG emissions and to adapt to the adverse effects of climate change, as well as capacity for transparency and accountability in climate change implementation. It will also lead to greater understanding of climate change interactions with the countries' development priorities, as well as a greater understanding of the impacts of climate change on women and girls. Moreover, it will support opportunities that position women to be drivers of change in climate change governance, dialogue and action.

Refer to Appendix A of these Terms of Reference for the Project Logic Model (LM), including intermediate outcomes.

4. Project Scope

The Project will include a blend of technical assistance, training, policy or regulatory approaches and model development. It aims to primarily deploy rapid-response, climate-related technical assistance to regional, national and sub-national governments, but also non-governmental organizations for Sub-Saharan African countries eligible to receive Official Development Assistance (ODA) from the Government of Canada (refer to section 5 - Project Beneficiaries for eligible countries). The demand-driven nature of this Project will ensure that it supports only locally-identified needs and priorities.

The Project has three components, as outlined below.

4.1. Component 1: Building Climate Change Governance Capacity (Intermediate Outcome 1100h)

The primary purpose of Component 1 is to build governance capacity of Sub-Saharan African countries to implement their Paris Agreement and related UNFCCC commitments. Capable institutions, together with climate-related laws and regulations, will help governments to implement their Paris Agreement and related UNFCCC commitments and build support for enhanced future climate ambitions. Moreover, for these policies and strategies to effectively respond to the needs of citizens, especially the poor, and women and children, civil society (including women's right groups) must be consulted in their development and reform. In this regard, the Project will respond to RFSs from Nationally Designated Authorities (NDAs)⁹ and key supporting institutions (e.g. Ministries of Environment, Energy) to, among other things:

- Formulate, or strengthen, and implement NDCs and other climate related frameworks, laws, procedures, policies/strategies, with a particular focus on those that support increased climate ambition/Talanoa Dialogue (as per Art. 4.3 of the Paris Agreement);
- Conduct economic, scientific, and GHG modelling analyses to inform climate related policies;
- Support implementation of the Paris Agreement Rule Book and related Paris Agreement architecture (particularly Article 6), including the development/updating of: National GHG Inventories; National Communications; Internationally Transferred Mitigation Outcomes (ITMOs/emissions trading systems); Measurement, Reporting, and Verification (MRV)/ Enhanced Transparency Framework Modalities, Procedures, and Guidelines (ETF MPG);
- Improve regional, national and sub-national development planning, coordination, and alignment between related policies and strategies and development objectives, including those related to GE, in related sectoral and thematic issues;
- Support roundtable discussions/consultations between climate-focused civil society (including women's organizations) and government institutions, particularly in the energy, forestry, agriculture, and water resource sectors;
- Produce evidence-based economic, scientific and policy analyses regarding the costs of climate action versus the costs of climate inaction, climate modelling, least cost abatement options, and gender blind policies and programs etc.

⁹ NDAs are the formal government entities responsible for UNFCCC climate change coordination and reporting.

4.2. Component 2: Climate Change Mitigation and Adaptation (Intermediate Outcome 1200)

The primary purpose of Component 2 is to help Sub-Saharan African countries implement specific GHG emission reduction/avoidance and/or climate vulnerability reduction measures. It is expected that much of the demand for Project support will fall under this component.

4.2.1. Climate Change Mitigation

The primary purpose of the mitigation sub-component is to build Sub-Saharan African capacity to reduce/avoid GHG emissions, as per Articles 4 and 5 of the Paris Agreement.

The Project will help reduce/avoid GHG emissions in Sub-Saharan Africa by supporting implementation of national NDCs in the two sectors that are most responsible for Africa's emissions: a) energy, and b) forestry. Implementing the NDCs will require access to national, regional and global financing sources, as well as technical expertise and knowledge transfer.

a) Renewable Energy

Currently, the energy sector is a large source of African GHG emissions, and is by far the fastest growing source. While fossil fuel energy systems currently dominate, the African continent is endowed with abundant renewable energy potential. Wind, solar, biomass, hydropower and geothermal energy sources are widely available across Africa. African countries need to accelerate development and usage of the continent's significant renewable energy potential. Energy strategies that transition to low carbon economies will help curb climate change, while driving economic growth and reducing energy poverty.

Accordingly, the Project will focus on providing technical support to assist Sub-Saharan African countries in developing, updating and/or implementing renewable energy strategies, policies and institutional structures. It will also respond to RFSs from Sub-Saharan African countries to develop technical advisory services to, among other things:

- Develop or strengthen legal and regulatory frameworks, financing and fiscal policy frameworks, such as auctions and feed-in tariffs;
- Support renewable energy projects and investments at various stages of the project cycle (from pre-feasibility to financing);
- Build the capacity of energy ministries and supporting institutions;
- Support public-private partnerships in renewable energy;
- Assist countries in accessing loans and lines of credit for renewable energy projects;
- Assist countries in developing bankable renewable energy projects;
- Develop and implement awareness raising strategies to promote the use of alternative energy sources;
- Provide upstream or policy advice on market studies, sector strategies, and project screening; and
- Disseminate best practices to interested countries throughout Sub-Saharan Africa.

b) Forestry

Africa's forests are significant sources of GHGs, as well as important sinks that remove and store carbon dioxide from the atmosphere. Reducing Emissions from Deforestation and Forest Degradation (REDD+) is a global initiative developed under the UNFCCC to reduce emissions from deforestation and forest degradation; and promote the role of conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries. Cameroon, Central African Republic, Democratic Republic of Congo, Republic of Congo, Gabon, Zambia, and Uganda are examples of African countries participating in the REDD+, with others considering joining.

In addition to GHG emission reductions/sequestration, forests—particularly primary forests—offer substantial co-benefits. These benefits include climate regulation, water resource management, energy provision, biodiversity conservation, and ecotourism. Women and girls also benefit from efforts to manage forest resources, in part as deforestation has required them to spend more and more time collecting firewood, with less time to fulfil their domestic responsibilities, earn money, engage in politics or other public activities, or acquire skills.

The Project will primarily promote and support development and review of climate-related forest policies, strategies and institutional structures, at regional, national and sub-national levels, particularly REDD+ strategies and plans. It could also respond to RFSs from Sub-Saharan African countries to, among other things:

- Support technical capacity development, including Forest Reference Emission Levels (FRELs), forestry Measurement, Reporting, and Verification (MRV, and forestry Payment for Results (Pfor) mechanisms;

- Identify and develop technically robust REDD+ forest initiatives that attract funding from the voluntary carbon market and/or as part of domestic NDC emission reductions or through the Paris Agreement mitigation transfer mechanisms;
- Build the capacity of forest institutions in Sub-Saharan Africa to better understand and respond to climate change;
- Support forest conservation measures with the aim of protecting essential natural cycles and the equilibrium of ecosystems including carbon cycles, forest soil, water, fauna, flora and microclimates; and

Provide the technical and financial means (the latter by helping to identify partnerships) to construct and maintain the infrastructure required for forest management and conservation.

4.2.2. Climate Change Adaptation

The primary purpose of the adaptation sub-component is to build the capacity of countries in Sub-Saharan Africa to adapt to the effects of climate change, as per Article 7 of the Paris Agreement.

The Project will focus its adaptation efforts on the two most climatically vulnerable sectors: a) water resources, and b) agriculture.

a) Climate Resilient Water Resource Management

The IPCC, Global Water Partnership, and others have noted that water is the primary medium through which the effects of climate change are felt; this is especially true in Africa, due to its high degree of water stress and water scarcity. Declines in rainfall, increases in temperature and more frequent droughts are contributing to a decline in surface and ground water availability. Conversely, in some countries, heavy rainfall is leading to more frequent and intense flooding. The consequences are far reaching, particularly for vulnerable groups, including women who are responsible for water management at the household level. Warmer temperatures, droughts and declines in precipitation lead to loss of vegetation, land deterioration and may affect the survival of certain plant and animal species. Climate change impacts will also affect wetlands and their ability to serve as buffers for human and economic activities. With projected sea levels rising, Africa's coastal areas are increasingly vulnerable to erosion, salinization, and flooding. These impacts affect ecosystems, agriculture, fresh water systems and communities.

This component will support Sub-Saharan African countries in the development and implementation of climate resilient water resource management plans, addressing for example integrated water resource management (IWRM), soil and water management, water conservation and rain water harvesting. It could also respond to RFSs from Sub-Saharan African countries to, among other things:

- Support the implementation of NAPs;
- Build the capacity of water ministries and supporting institutions in Sub-Saharan Africa to better understand and adapt to climate change;
- Revise public infrastructure standards to account for the effects of water-related climatic effects (e.g. to withstand more floods);
- Strengthen the capacity of ecosystem-wide governance structures, particularly for intra-jurisdictional water bodies (e.g. Lake Victoria), to incorporate climate change considerations;
- Support community-level organizations that assist local communities with alternative water related livelihoods; and
- Develop water supply and sanitation protocols/systems that account for reduced water availability and increased extreme weather events.

Coordination with the African Ministerial Council on Water (AMCOW) and the African Development Bank's African Water Facility will be sought.

b) Climate Resilient Agriculture

African agriculture is primarily rain-fed, making the African continent extremely vulnerable to climate change. This component will support countries in the development and implementation of climate resilient agriculture, such as through the promotion/dissemination of drought resilient seeds, biodiverse farming, conservation agriculture measures, and irrigation. Agriculture and food systems must improve to ensure food security, and to do so they need to adapt to climate change and natural resource pressures. Climate-smart agriculture contributes to sustainably increasing agricultural productivity and incomes, adapting and building resilience to climate change effects and reducing and/or eliminating GHG emissions where possible.

Developing resilient agriculture will require technologies and practices that build on agro-ecological knowledge and enable smallholder farmers to counter environmental degradation and climate change in ways that maintain sustainable agricultural growth. Examples include various forms of mixed cropping that enable more efficient use and cycling of soil nutrients, conservation farming, and integrated pest management. Another solution is to increase the use of modern plant and animal breeding methods,

particularly to transfer drought/water tolerance characteristics. Accordingly, the Project will respond to RFSs from Sub-Saharan African countries to, among other things:

- Support agriculture-related aspects of NAPs;
- Promote non-monoculture agricultural systems, which are inherently more climate resistant, and agroforestry;
- Support improved agriculture related water resource management practices;
- Support parametric climate agricultural micro-insurance mechanisms; and
- Support the development and use of crops that are viable in larger temperature and precipitation ranges, and that require less water.

4.3. Component 3: Women’s Participation and Leadership in Climate Action (Intermediate Outcome 1300)

The primary purpose of this Component is to support Sub-Saharan African countries to implement the UNFCCC *GAP*.

Globally, women’s heightened vulnerability to climate change is widely recognized. Yet they remain under-represented as decision-makers and agents of change at all levels, giving them little voice on either adaptation or mitigation efforts. Women remain under-represented in global and national discussions and action on climate change. Within the UNFCCC, a goal of gender balance in party delegations and the bodies that make up the Convention was adopted in 2012. Yet reports since 2013 reveal little progress. The UNFCCC’s gender composition report for the 2017 Conference of the Parties (COP) 23 showed five out of 13 constituted bodies had *fewer* female participants than in 2016. Progress in articulating gender goals within the Convention had also reversed in recent years, until COP23 saw the adoption of the UNFCCC *GAP*.

Women and gender concerns are grossly under-represented at the national level also, with only 64 of 190 Intended Nationally Determined Contributions (INDCs) referring to either women or gender. Of these 64, most refer to adaptation, with women largely depicted as a vulnerable group, or as beneficiaries of mitigation efforts such as cleaner cooking fuel. Only six INDCs refer to women as agents or drivers of change.

Women often have a strong body of knowledge and expertise that can be used in climate change mitigation, disaster reduction and adaptation strategies. Women’s responsibilities at the household and community levels as stewards of natural and household resources positions them well to contribute to livelihood strategies adapted to changing environmental realities. This expertise needs to be better tapped into.

In response, the Project will empower women to become agents or drivers of change in climate action. It will provide technical assistance to support implementation of the 2017 UNFCCC *GAP*, with a specific emphasis on supporting women’s full, equal and meaningful participation in UNFCCC processes and climate change dialogue and action more broadly. More specifically, the Project will:

- Provide technical assistance to governmental and non-governmental organizations to build women’s climate-related human capital, including in (climate-related) science and technical fields through the development and implementation of formal and non-formal climate-related training and education. Initiatives could include, for example: working with national education/technical vocational training institutes to attract more women to the field of renewable energy (e.g. development of a gender-sensitive training curriculum, and public awareness/engagement strategy); or working with community-based organizations or others partners to develop or strengthen women-focused climate training programs.
- Provide technical assistance to national climate institutions to integrate GE considerations into climate change policies, plans and programs on adaptation, mitigation, capacity building, technology and finance. This could include support for: Gender-Based Analysis or Gender Impact Assessments; consultations with women-led organizations; and/or the integration of GE outcomes and targets.

This component will reinforce the results and work of the other two Project components by positioning women to actively participate in climate-related governance and policy-making, as well as the design and implementation of climate initiatives. Enhancing women’s participation in climate governance, dialogue and action will also help to ensure that women-led initiatives and enterprises are better able to benefit from climate financing. This component complements the work being done by the Canada-supported African Institute for Mathematical Sciences.

5. Project Beneficiaries

Recipient Organizations will include Sub-Saharan African governmental and non-governmental organizations at the regional, national and sub-national levels, including private sector organizations,

CSOs, women's organizations and academic training institutes. The population of these countries will also benefit from the deliverables and support provided. Ultimately, and most importantly, the planet will benefit.

The following countries in Sub-Saharan Africa are eligible to receive ODA from the Government of Canada and are eligible for Project support: Angola, Benin, Botswana, Burkina Faso, Burundi, Cabo Verde, Cameroon, Central African Republic, Chad, Comoros, Congo (Democratic Republic of), Republic of Congo, Cote d'Ivoire, Djibouti, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, Gabon, Gambia (The), Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan, South Sudan, Tanzania, Togo, Uganda, Zambia and Zimbabwe.

The list of eligible countries may be updated from time to time by DFATD, or in line with changes to the Development Assistance Committee (DAC) list of ODA-eligible recipients. In some circumstances, only non-governmental organizations may be eligible.

6. Roles and Responsibilities

6.1. DFATD has the responsibility to:

- Administer and monitor the contract with the Consultant;
- Review and approve the reports delivered by the Consultant under the Contract, as outlined in *Part B – Specific Mandate of the Consultant* (section 10.1 and 10.2);
- Provide the Consultant with comments and feedback to ensure that the Project runs smoothly and achieves results;
- Monitor Project activities and assess progress towards results;
- Contract external evaluators;
- Channel and track funds (invoices and advances) for the Project; and
- Chair the Project Steering Committee (PSC) and DFATD SC.

Canadian High Commissions and Canadian Embassies will be called upon to promote the Project within their countries/regions, and to assist organizations seeking Project support.

6.2. The Consultant:

The Consultant will manage and implement the Project in accordance with the approved Project Implementation Plan (PIP) and the Annual Workplan (AWP) and budget, and in a way that facilitates the achievement of results. The Consultant also has the responsibility to:

- Engage in outreach amongst Project beneficiaries and key climate change stakeholders to build relationships, ensure coordination and promote the Project;
- Ensure any required travel is included in the AWP. In the event of unanticipated travel, the Consultant must submit a separate travel plan for DFATD approval. All travel must be approved, in writing, by DFATD.
- Develop tools and processes for soliciting requests for technical assistance, including running local calls for proposals as relevant;
- Develop guidelines and templates to guide the selection, approval and deployment processes;
- Perform initial assessment of submitted RFSs and prepare subsequent recommendations to the DFATD SC for approval or non-objection, as per the RFS selection and deployment process;
- Deploy technical experts and facilitate South-South knowledge exchanges to deliver on the Project's results, as defined by the LM and Performance Measurement Framework (PMF);
- Develop all Project documents and deliverables within the timelines outlined in *Part B - Specific Mandate of the Consultant* (section 10);
- Participate in Project meetings, provide inputs required for the DFATD SC, and provide secretariat support to the PSC;
- Develop a website and other communication tools for promoting the Project amongst climate action stakeholders and sharing information, knowledge and lessons learned generated under the Project; and
- Monitor and ensure the quality of technical assistance delivered by the deployed experts.

7. Committees

7.1. Project Steering Committee

A Project Steering Committee (PSC) will oversee the Project's strategic direction and effective implementation. The PSC will be chaired by DFATD and will include representatives from DFATD (Pan African and Regional Development Program, environment specialist, and possibly select field representatives) and the Consultant (Project Director, Project Manager, GE Advisor). Pertinent experts could also be invited to attend as observers, to provide technical advice and/or local input to inform the strategic direction and priorities of the Project. These are likely to include officials from the NDC Partnership, African institutions (e.g. African Union, African Development Bank), governments, civil society, and representatives from other Canadian-funded climate initiatives in Sub-Saharan Africa. Leading Canadian and international climate experts, such as from Environment and Climate Change Canada, Natural Resources Canada and the World Resources Institute (and its NDC Partnership Support Unit), could also be engaged as appropriate.

The PSC will review the PIP, AWP and progress reports, with a view to ensuring that the Project is achieving, or on course to achieving, its expected results. The PSC does not approve RFSs.

The PSC will meet at least once per year; timing and modalities to be determined in the PIP.

7.2. DFATD Selection Committee

A DFATD SC will serve as a forum to determine which RFSs will be supported under the Project. The Committee will be chaired by DFATD's Pan African and Regional Development Division and will include DFATD's environment specialist, as well as DFATD officials working on the Recipient Country from which support is being requested (either at headquarters or in the field). Consultations can take place with climate change stakeholders to validate RFSs, as deemed necessary.

The Committee will review RFSs based on the Consultant's recommendations in order to determine whether the Project should move forward with implementing the RFSs or not. For RFSs valued at up to \$100,000, the DFATD SC will provide non-objection only. Approval by the DFATD SC will be required in the following situations: i) where the value of the RFS is greater than \$100,000; and/or ii) where the potential Recipient Organization is a for-profit/private sector organization.

DFATD SC meetings will take place following submission of each RFS, either in person in Canada or virtually.

8. Risks and Constraints

8.1. Risks

Several broad risks have been identified in relation to the establishment and implementation of the Project:

- *Regional nature of the Project:* There is a risk that the large number of eligible Sub-Saharan African countries, including the wide variation in culture and languages amongst these countries, could make Project logistics and communications difficult.
- *Negative attitudes towards women's participation and leadership:* There is the risk that negative attitudes towards women's participation and leadership in climate change dialogue and action may have a negative effect on the achievement of Project results and sustainability, specifically those results related to the women's participation and leadership component.
- *Political Risks – Developing Country Context:* There is a risk that the political situation may change in a given country or with a Sub-Saharan African organization being supported (e.g. coup d'état, civil unrest, change of government or priorities), which may affect the achievement and sustainability of initiative results.
- *Human Resources Risk – Availability:* There is a risk that the specialization and/or quality of resources needed to achieve particular outcomes may not be available when demand arises.

The Consultant is responsible to ensure that risks are more fully articulated, and risk mitigation strategies are identified, in the Project Risk Registry to be included in the PIP and AWPs.

8.2. Constraints

Constraints that may limit the Consultant's options or choices in the way the Project can be managed include:

- *Government of Canada and DFATD Policy Framework:* The Project must be implemented in conformity with Government of Canada and DFATD policies, regulations and guidelines. This includes the anti-terrorism funding provisions of *Canada's Anti-terrorism Act* (<http://laws-lois.justice.gc.ca/eng/acts/A-11.7/>) adopted in 2001 and Canadian sanctions related to various Sub-Saharan Africa countries. It also includes *Canada's Official Development Assistance*

Accountability Act (ODAAA); the investment made by the Project must abide by the ODAAA (<http://www.international.gc.ca/gac-amc/publications/odaaa-lrmado/index.aspx?lang=eng>).

Project Governance Constraints: As articulated in section 7.2 above, the DFATD SC retains approval authority over RFSs that: i) are valued above \$100,000; and/or ii) involve support for for-profit/private sector organizations.

Annex B – Specific Mandate of the Consultant

1. Objective

The Consultant must implement and manage the Project toward the attainment of the expected results as described in the *Terms of Reference – Part A: Project Description*.

2. Description of Services to be Provided

2.1 Project Management

The Consultant is the overall implementer of the Project and will manage, administer, coordinate and monitor the various resources required to execute the Project. The Consultant is responsible for carrying out activities required for the financial and operational administration of the Project.

The Consultant must:

- Administer and oversee a rapid and responsive expert deployment mechanism;
- Identify and subcontract at the appropriate time for the services of a variety of experts, including technical experts to deliver Project activities;
- Define and oversee the roles and responsibilities of individuals or firms sub-contracted by the Consultant for any aspect of Project work;
- Further donor coordination efforts and harmonization by consulting and sharing information with other DFATD projects, donors and other stakeholders working in related sectors;
- Integrate Gender Equality (GE) and women’s empowerment, inclusive governance and environment sustainability into all aspects of the Project;
- Provide financial services including administration, disbursement, monitoring and control of DFATD funds. The Consultant must develop and maintain functional and effective systems for the management and control of Project expenses and disbursements. The Consultant must maintain records of expenses and disbursements;
- Act as the Secretariat for the PSC by organizing annual meetings (procedures and minutes) and following-up on PSC decisions and recommendations; and
- Produce and submit the reports as specified in Section 11 – Deliverables, including Standard Operating Procedures (SOPs).

3. Project Phases

The Project will be implemented in two phases: inception and implementation.

3.1 Inception Phase

The inception phase will commence upon Contract signature with an approximate duration of four (4) months, and includes the development of an Inception Workplan (IWP) and PIP, as described in section 11.1 Reports.

In collaboration with DFATD, the Consultant must identify key Sub-Saharan African climate stakeholders, including women’s organizations, to consult with in order to further refine and validate the current Project design, including the Project Logic Model (LM), Performance Measurement Framework (PMF) and Risk Register. These consultations could be at key African/global climate events (e.g., UNFCCC Conference of the Parties (COP), Africa Climate Week) or visits to one or more

Sub-Saharan African countries. The Consultant must confirm the specific consultations (including location, duration, scope, etc.) in the IWP for DFATD approval.

Upon approval of the IWP, the Consultant must undertake an inception mission. During the inception mission, the Consultant must, inter alia:

- Consult with the key stakeholders as per above, to assist with validation of the Project design to ensure outcomes are achievable and feasible, and that clear monitoring of progress towards achieving them can be done in a cost-effective manner;
- Commence outreach in order to ensure coordination and promote the Project (outreach must be maintained throughout the implementation phase and could include development of promotional Project brochures, etc.); and
- Validate and/or update as required the Request for Support (RFS) selection and deployment process outlined in section 4 and develop the processes, mechanisms and templates for the Expert Deployment Mechanism (EDM), for approval by DFATD in the SOPs.

After completion of the inception mission, the Consultant will produce a PIP for DFATD approval, including a SOP. The approved PIP will confirm the agreement in respect of Project design, management and operational details, responsibilities, schedules and finances.

3.2 Implementation Phase

Upon approval in writing of the PIP by DFATD, the Consultant must implement the Project, including but not limited to the following tasks:

- Undertake initial assessments of submitted Requests for Support (RFS) and draft recommendations on whether to move forward or not, with rationale, for submission to the DFATD Selection Committee (SC);
- Once an RFS received approval/non-objection, produce the initiative's Terms of Reference (TOR), including expected deliverables, Initiative Workplans and budgets, in consultation with Recipient Organization, and ensure they are consistent with established guidelines and criteria and integrate GE considerations;
- Systematically assess, document and disseminate amongst Sub-Saharan African climate action stakeholders and DFATD, knowledge generated under the Project, including evidence-based lessons learned, best practices and innovations;
- Develop and maintain an extensive network, and roster, of Canadian and international technical experts, including from government, civil society, academia and the private sector, for possible deployments for implementation of approved initiatives;
- Develop and apply procedures to ensure cost-effective and timely selection, sub-contracting, administration and performance review of appropriate and qualified technical experts to meet the Project short and medium-term needs;
- Provide technical experts with appropriate briefings and information on the approved initiatives, deployments and expected deliverables;
- Undertake logistical and administrative arrangements for approved South-South knowledge exchanges;
- Inform DFATD officials in Recipient Countries in a timely manner of upcoming deployments and ensure they are aware of complementary activities being undertaken by other donors;
- Monitor the deployment of the technical experts and achievement of results; and
- Debrief DFATD and Project Recipient Organizations, as appropriate, including on deployment results, challenges, and suggested follow-up action.

4. RFS Selection and Deployment Process

Selection of the RFSs will be guided by the selection criteria outlined below in section 4.1, as well as the processes and mechanisms to be identified by the Consultant in its SOPs (section 11.1 Reports).

4.1 Selection Criteria

Only RFSs that align with the defined scope of the Project, as outlined in *Terms of Reference, Part A – Project Description*, will be considered. In addition, while evaluating an RFS, the Consultant is expected to prioritize those that:

- Demonstrate strong local ownership and high priority for the developing country;
- Contribute to poverty reduction and achievement of the Sustainable Development Goals;

- Address gender inequality and empower women and girls, in line with Canada's *Feminist International Assistance Policy (FIAP)*,
- Align with the goals and actions of the *Africa Union's Climate Change Strategy, Sustainable Development Goals, and COP 23 Gender Action Plan (GAP)*;
- Target countries with higher levels of climate emissions, and higher emission growth rates;
- Target countries with higher levels of climate change vulnerability, as expressed in internationally recognized climate vulnerability indices;
- Complement other climate change efforts within the country or region;
- Maximize impact by leveraging other resources;
- Aim to develop innovative solutions to climate change within the sectors of focus.

These selection criteria will be validated in the inception mission, and fine-tuned as relevant in the PIP and Annual Workplans (AWPs).

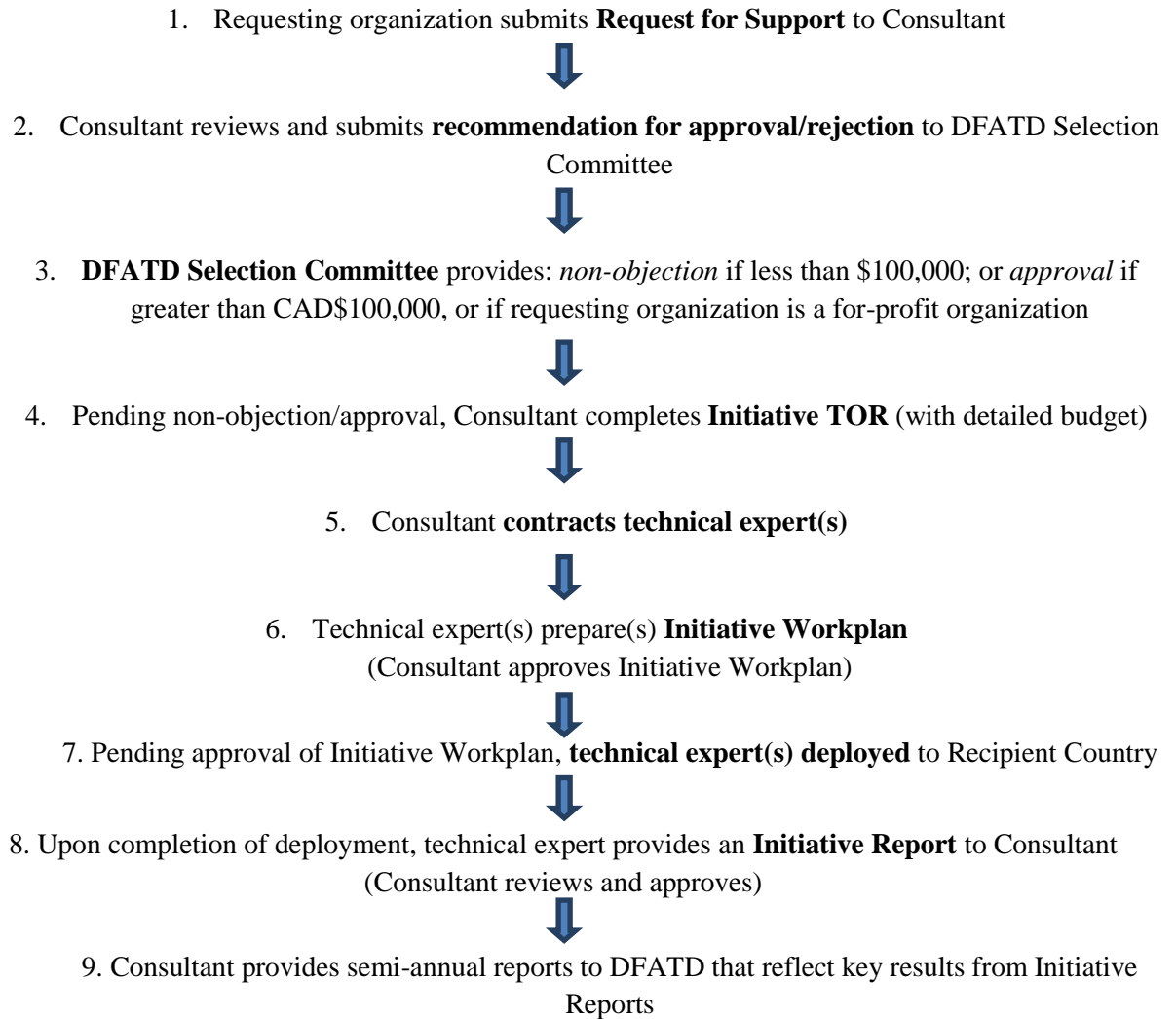
4.2 Deployment Process

The Consultant will initiate the deployment process by collaborating with the Recipient Organization to prepare a more detailed initiative TOR, including a profile of the required technical expertise (where relevant) and a more detailed budget. The Consultant will seek new approval from DFATD SC where budget increases the total value beyond CAD\$100,000, where initiatives greater than CAD\$100,000 increase by more than 10%, or the scope of the initiative has evolved significantly.

Where the initiative involves the delivery of technical assistance or training to the Recipient Organization, the Consultant will select a technical expert(s) from its roster of experts¹⁰ to be deployed to the Recipient Country. Once contracted, the technical expert will prepare the Initiative Workplans for approval by the Consultant and will be deployed to the Recipient Country. Where the initiative is a South-South knowledge exchange, the Consultant will be responsible for facilitating the exchange.

The Consultant will be expected to work with the Recipient Organization to develop the initiative TORs, and deploy technical experts within four weeks following completion of the initiative TOR.

¹⁰ **The Consultant or its employees and affiliated organizations must not form part of the roster of experts, and will not be permitted to deliver or implement approved initiatives.**

FIGURE 1: RFS SELECTION AND DEPLOYMENT PROCESS**5. Managing for Results**

The Consultant must use DFATD's Results-Based Management (RBM) policy, guidelines and practices to manage and monitor the Project and its progress towards expected results. RBM is a project life-cycle approach to improve decision-making, transparency, and accountability and is integral to the DFATD's management philosophy and practice. The RBM approach focuses on managing for development results (outcomes), implementing performance measurement systems, reporting, and learning and adapting as the Project progresses.

DFATD has developed three main RBM working tools. These include the LM, the PMF, and the Risk Register. The Consultant must report against the PMF on progress towards, and achievement of, the expected outputs and outcomes through the semi-annual progress reports.

The Consultant is expected to report to DFATD, in a timely manner, problems that may affect the achievement of Project outcomes and suggest solutions or any other measures that may lead to more efficient achievement of the Project outcomes.

DFATD's Results-Based Management approach and guidelines are available at: http://international.gc.ca/world-monde/funding-financement/results_based_management-gestion_axee_resultats.aspx?lang=eng

6. Integration of Cross-cutting Themes**6.1 Gender Equality**

Given the Government of Canada's strong commitment to GE, as articulated in Canada's *FIAP*, the Consultant must be particularly attuned to supporting DFATD's development programming

objectives in this regard. The Consultant must provide professional and technical expertise and strategic advice to ensure GE is well-integrated into all three of the Project's components:

Component 1 - Building Climate Change Governance Capacity;

Component 2 - Climate Change Mitigation and Adaptation; and

Component 3 - Women's Participation and Leadership in Climate Action.

The Consultant is also responsible for integrating GE considerations at each stage of the Project, including in deployments, monitoring and reporting.

The Consultant must develop a Project GE Strategy as part of the PIP to guide initiative-level technical assistance and support the reporting on GE results.

The Consultant is expected to familiarize itself with:

- DFATD's Gender Equality Policy: <https://www.international.gc.ca/world-monde/funding-financement/policy-politique.aspx?lang=eng>
- Canada's Feminist International Assistance Policy: http://international.gc.ca/world-monde/issues_development-enjeux_developpement/priorities-priorites/policy-politique.aspx?lang=eng.
- Status of Women Canada's Gender-Based Analysis Plus (GBA+): <http://www.swc-cfc.gc.ca/gba-acis/index-en.html>.
- DFATD's Framework for Assessing Gender Equality Results: <http://international.gc.ca/world-monde/funding-financement/framework-cadre.aspx?lang=eng>.

6.2 Environmental Sustainability

The Canadian Environmental Assessment Act and DFATD's Environmental Integration Process are elements of DFATD's environmental framework that the Consultant will need to consider when implementing the Project. The Consultant must ensure that the initiatives do not have any significant negative environmental impacts and take advantage of environmental opportunities, paying particular attention to co-benefits. To do so, the Consultant will integrate environmental sustainability considerations within the initiative TORs, templates and guidelines that will be developed (e.g. RFS, selection criteria), including requirements for environmental analysis and for providing relevant mitigation and enhancement measures. In addition, the Consultant may be required to provide specific climate change and environment-related analysis, monitoring and reporting in response to DFATD requests. The Consultant will make sure the environmental expertise is available to support the Project.

As part of its regular reporting, the Consultant will report to DFATD on the application of all environmental measures identified, as per above.

The Consultant is expected to familiarize itself with: http://international.gc.ca/world-monde/funding-financement/environmental_integration_process-processus_integratoin_enviennement.aspx?lang=eng

6.3 Inclusive Governance

The Consultant is expected to integrate DFATD's approach to inclusive governance at all stages of the Project, including:

- Supporting local participation and ownership in all stages of Project and initiative implementation;
- Analyzing the local context, the needs of local climate change actors, opportunities for action, and the ability of the Project to meet technical assistance needs; and
- Integrating human rights, democracy and governance analysis in the provision of technical assistance. The Consultant is expected to familiarize itself with: http://international.gc.ca/world-monde/issues_development-enjeux_developpement/human_rights-droits_homme/index.aspx?lang=eng

7. Provision of Professional Services

The Consultant must:

- Recruit and deploy high quality professional resources to provide the technical assistance services required for the Project. Where the technical expertise of Canadian or international technical experts are used, every effort should be made to ensure that skills and knowledge are transferred to build the capacity of Sub-Saharan African counterparts, including women;

- Systematically review and assess the performance of contracted expertise to ensure that professional standards are met; and
- Be responsible for the use of funds, the quality of technical assistance and individual deliverables of the technical experts, and the achievement of Project outcomes (refer to Appendix A for Expected Outcomes).

7.1 Core Positions

The Consultant must provide one qualified individual for each of the following eight core positions that will be based in Canada. The Consultant must identify and present the Curricula Vitae of individuals proposed for the positions outlined in sections 7.1.5 to 7.1.8, within a two-month period after Contract signature, for DFATD approval.

7.1.1 Project Director

The Project Director (PD) will have overall responsibility for the Project. The PD represents the Consultant at the highest level, overseeing the high-level, strategic direction of the Project.

Responsibilities of the PD include, but are not limited to, the following:

- i) Participating in the inception mission;
- ii) Providing overall management and high-level strategic direction to ensure that the Project remains closely aligned with climate-related needs and priorities in Sub-Saharan Africa, as well as UNFCCC processes, and that results articulated in the LM are being achieved on time and within budget;
- iii) Establishing and maintaining good working relationships with key climate stakeholders in Sub-Saharan Africa, Canada and internationally, including but not limited to: DFATD, Environment and Climate Change Canada, Natural Resources Canada, regional, national and sub-national governmental and non-governmental organizations in Sub-Saharan Africa, other donor partners, and key climate change experts and organizations;
- iv) Engaging in outreach in Canada, Sub-Saharan Africa, and internationally as appropriate, to promote the Project and attract high quality technical experts to implement initiatives;
- v) In collaboration with the Project Manager (PM), liaising, negotiating and coordinating activities with Recipient Organizations;
- vi) Providing overall, high-level direction to all members of the Project team identified in sections 7.1.2 to 7.1.8;
- vii) Reviewing and approving all reports and deliverables as outlined in Section 11 – Reporting Requirements;
- viii) Anticipating and identifying high-level risks and issues, and ensuring they are addressed in a timely and effective fashion to ensure the achievement of results;
- ix) Representing the Consultant at PSC and other high-level Project meetings, or delegate as appropriate;
- x) Providing senior-level technical and project management advice on Project matters to relevant recipient country governmental and non-governmental organizations, DFATD sections of relevant missions, and DFATD Headquarters; and
- xi) As approved in AWP, travelling to selected Sub-Saharan African countries, at least once a year but more often in years one and two, in order to deliver on responsibilities noted above (e.g. relationship building, outreach and PSC meetings).

7.1.2 Project Manager

The Project Manager (PM) is responsible for the day-to-day management of the Project. The PM reports to the PD and works closely with the Project Finance and Administrative Coordinator to ensure effective and efficient implementation of the Project. The PM is responsible for the management of the Project Advisors and other personnel in sections 7.1.3 to 7.1.8, as well as the technical experts and other resources.

Responsibilities of the PM include, but are not limited to, the following:

- (i) Participating in the inception mission;
- (ii) In collaboration with the PD, developing and maintaining a network and a roster of Canadian and international technical experts;
- (iii) Ensuring that the Project is managed in accordance with RBM principles, including all reports and deliverables;
- (iv) In collaboration with Project Advisors, leading the preparation of all reports and deliverables as outlined in Section 11 – Reporting Requirements, and ensuring they are submitted within the specified timelines;

- (v) In collaboration with Project Advisors, leading the development of guidelines and templates, including for initiative TORs, IWPs and request forms, and for initiative assessment criteria and evaluation process;
- (vi) In collaboration with the relevant Project Advisors, reviewing RFSs against initiative assessment criteria, and drafting recommendations for approval or rejection, with rationale, for submission to the DFATD SC;
- (vii) Reviewing and approving RFSs valued at less than CAD\$100,000 (assuming non-objection from DFATD), as well as Initiative Workplans and final reports;
- (viii) In collaboration with the relevant Project Advisors and Recipient Organizations, developing, or overseeing the development of initiative TOR and Workplans;
- (ix) In collaboration with the PD and Project Advisors, liaising, negotiating and coordinating initiative-related Project activities with Recipient Organizations;
- (x) Recruiting appropriate technical experts for deployments in accordance with the approved SOP and the approved initiative TOR;
- (xi) Maintaining communication and overseeing the contracted technical experts deployed in a multitude of developing countries in Sub-Saharan Africa;
- (xii) Maintaining oversight of the deployment of technical experts for initiatives;
- (xiii) Identifying and developing solutions to challenges in implementing initiatives as they arise;
- (xiv) Reviewing and approving deliverables related to the Knowledge Management and Outreach Strategies (e.g. knowledge pieces; promotional pamphlets);
- (xv) Facilitating coordination and collaboration among advisors, consultants and staff under their supervision;
- (xvi) Ensuring DFATD's cross-cutting themes (GE, environmental sustainability and inclusive governance) are integrated throughout the Project and Project reporting at all levels (including for initiatives) and related objectives are met;
- (xvii) Liaising with and reporting to DFATD on a regular basis as required for the successful implementation of the Project;
- (xviii) Ensuring effective knowledge sharing, including identification, documentation and dissemination of Project successes, innovations, best practices and lessons learned; and
- (xix) As approved in AWP, travelling to selected Sub-Saharan African countries, at least once a year, in order to deliver on responsibilities noted above (e.g. oversight of deployments).

7.1.3 Gender Equality Advisor

The GE Advisor will be responsible for providing technical expertise to the Project, including all three components outlined in the *Terms of Reference Part A – Section 4 – Project Scope*. The GE Advisor will report to the PM.

Responsibilities of the GE Advisor include, but are not limited to, the following:

- (i) Participating in the inception mission, with a particular emphasis on validating the design of Component 3: *Women's Participation and Leadership in Climate Action* and ensuring the integration of GE considerations across all other Project components;
- (ii) Developing an operational GE Strategy for the Project, including gender-based analysis, with guidelines on how to integrate GE at the Project and initiative-levels;
- (iii) Ensuring that GE considerations are taken into account throughout the PIP, AWP, all initiative TORs and initiative Workplans and all other deliverables, including providing recommendations for integrating or strengthening GE considerations where relevant;
- (iv) In collaboration with the PM, assessing GE RFSs (as per component 3) against assessment criteria/guidelines from a technical perspective and making recommendations concerning whether the request should move forward, requires further refinement or development, or should not be implemented;
- (v) Preparing, or working closely with the PM in the preparation of, initiative TORs and Workplans under Component 3: *Women's Participation and Leadership in Climate Action*;
- (vi) Ensuring that deployed technical experts are fully vetted for their technical competence and are given appropriate technical briefings prior to deployments;
- (vii) Maintaining technical oversight on the provision of technical assistance related to gender equality;
- (viii) Providing contributions to results tracking and progress reports at both the Project and initiative levels;

- (ix) Ensuring that GE-related recommendations for future action following deployments are compiled and documented;
- (x) In collaboration with PM, liaising, negotiating and coordinating activities with recipient country beneficiary organizations;
- (xi) As approved in AWP, undertaking annual monitoring missions to assess selected initiatives, including validation of GE results, assessing quality of GE expertise deployed, and/or suggesting follow-up areas for technical assistance;
- (xii) Participating in all PSC meetings, and other meetings as requested by the PM;
- (xiii) Maintaining strong awareness of international climate change developments, specifically as they relate to the Paris Agreement and broader UNFCCC commitments, the Sustainable Development Goals, and GE and women's empowerment; and
- (xiv) Contributing to and developing knowledge products, including lessons learned, best practices, and technical papers/briefs, as requested by the PM.

7.1.4 Climate Change Policy Advisor

The Climate Change Policy Advisor will be responsible for providing technical expertise to the Project, in particular for those initiatives under Component 1: *Building Climate Change Governance Capacity*. The Climate Change Policy Advisor will report to the PM.

Responsibilities of the Climate Change Policy Advisor include, but are not limited to, the following:

- i) Participating in the inception mission, with a particular emphasis on validating the design of Component 1: *Building Climate Change Governance Capacity*;
- ii) Providing inputs into the development of the PIP and AWP;
- iii) Providing contributions to results tracking and Narrative Project Reports;
- iv) In collaboration with the PM, assessing climate policy RFSs against assessment criteria/guidelines from a technical perspective and making recommendations concerning whether the request should move forward, requires further refinement or development, or should not be implemented;
- v) Preparing, or working closely with the PM in the preparation of initiative TORs and Workplans related to climate change policy;
- vi) Assisting the PM in the selection of Project technical experts;
- vii) Maintaining technical oversight on the provision of technical assistance related to climate policy;
- viii) Ensuring that deployed technical experts are fully debriefed and that recommendations for future action following deployments are compiled and documented;
- ix) Participating in PSC and other meetings, as requested by the PM;
- x) Reviewing and commenting upon relevant Initiative Reports;
- xi) In collaboration with PM, liaising, negotiating and coordinating activities with Recipient Organizations;
- xii) As approved in AWP, undertaking annual monitoring missions to selected Sub-Saharan African countries, to assess key climate policy initiatives, including validation of results, assessing quality of expertise deployed, and/or suggesting follow-up areas for technical assistance;
- xiii) Maintaining a strong awareness of international climate change developments, specifically as they relate to the Paris Agreement and broader UNFCCC commitments, the Sustainable Development Goals and climate policy in Sub-Saharan Africa; and
- xiv) Contributing to and/or developing knowledge products, including lessons learned, best practices, and technical papers/briefs, as requested by the PM.

7.1.5 Renewable Energy Advisor

The Renewable Energy Advisor will be responsible for providing technical assistance to the Project, in particular for those renewable energy initiatives under Component 2: *Climate Change Mitigation and Adaptation*. The Renewable Energy Advisor will report to the PM.

Responsibilities of the Renewable Energy Advisor include, but are not limited to, the following:

- i) Providing inputs into the development of the PIP and AWP;
- ii) Providing contributions to results tracking and progress reports;
- iii) In collaboration with the PM, assessing renewable energy RFSs against selection criteria from a technical perspective and making recommendations concerning whether the request

- should move forward, requires further refinement or development, or should not be implemented;
- iv) Preparing, or working closely with the PM in the preparation of initiative TOR, Workplans and budgets in the renewable energy sector;
 - v) Ensuring that deployed technical experts are fully vetted for their technical competence and are given appropriate technical briefings prior to deployments;
 - vi) Maintaining technical oversight on the provision of technical assistance related to renewable energy;
 - vii) Ensuring that deployed renewable energy technical experts are fully debriefed and that recommendations for future action following deployments are compiled and documented;
 - viii) Participating in PSC and other meetings, as requested by the PM;
 - ix) Reviewing and commenting upon relevant Initiative Reports;
 - x) In collaboration with PM, liaising, negotiating and coordinating activities with Recipient Organizations;
 - xi) As approved in AWP, undertaking annual monitoring missions to selected Sub-Saharan African countries, as relevant, to assess selected renewable energy initiatives, including validation of results, assessing quality of expertise deployed, and/or suggesting follow-up areas for technical assistance;
 - xii) Maintaining a strong awareness of international climate change developments, specifically as they relate to the Paris Agreement and broader UNFCCC commitments, the Sustainable Development Goals and renewable energy in Sub-Saharan Africa; and
 - xiii) Contributing to and/or developing knowledge products, including lessons learned, best practices, and technical papers/briefs, as requested by the PM.

The individual's minimum qualifications and experience for this position are:

- Undergraduate degree (i.e. bachelor or equivalent);
- Minimum of five years of working experience as a Renewable Energy Advisor;
- Demonstrated experience providing technical services relevant to the Paris Agreement; and
- Demonstrated relevant experience working in the context of international development.

7.1.6 Forestry and Climate Advisor

The Forestry and Climate Advisor will be responsible for providing technical assistance to the Project, in particular for those forestry-climate initiatives under Component 2: *Climate Change Mitigation and Adaptation*. The Forestry and Climate Advisor will report to the PM.

Responsibilities of the Forestry and Climate Advisor include, but are not limited to, the following:

- i) Providing inputs into the development of the PIP and AWP;
- ii) Providing contributions to results tracking and progress reports;
- iii) In collaboration with the PM, assessing forestry RFSs against initiative selection criteria from a technical perspective and making recommendations concerning whether the request should move forward or should not be implemented;
- iv) Preparing, or working closely with the PM in the preparation of initiative TOR, Workplans and budgets in the forestry sector;
- v) Ensuring that deployed experts are fully vetted for their technical competence and are given appropriate technical briefings prior to deployments;
- vi) Maintaining technical oversight on the provision of technical assistance related to climate mitigation- or adaptation-related forestry;
- vii) Ensuring that deployed forestry technical experts are fully debriefed and that recommendations for future action following deployments are compiled and documented;
- viii) Participating in PSC and other meetings, as requested by the PM;
- ix) Reviewing and commenting upon relevant Initiative Reports;
- x) In collaboration with PM, liaising, negotiating and coordinating activities with Recipient Organizations;
- xi) As approved in AWP, undertaking annual monitoring missions to selected Sub-Saharan African countries, as relevant, to assess selected forestry initiatives, including validation of results, assessing quality of expertise deployed, and/or suggested follow-up areas for technical assistance;

- xii) Maintaining a strong awareness of international climate change developments, specifically as they relate to the Paris Agreement and broader UNFCCC commitments, the Sustainable Development Goals, and Land Use, Land Use Change and Forestry (LULUCF) in Sub-Saharan Africa; and
- xiii) Contributing to and/or developing knowledge products, including lessons learned, best practices, and technical papers/briefs, as requested by the PM.

The individual's minimum qualifications and experience for this position are:

- Undergraduate degree (i.e. bachelor or equivalent);
- Minimum of five years of working experience as a Forestry and Climate Advisor; and
- Demonstrated experience providing technical services relevant to the Paris Agreement, including carbon accounting; and
- Demonstrated relevant experience working in the context of international development.

7.1.7 Climate Change Adaptation Advisor

The Climate Change Adaptation Advisor will be responsible for providing technical assistance to the Project, in particular climate change adaptation initiatives under Component 2: *Climate Change Mitigation and Adaptation*. The Climate Change Adaptation Advisor will report to the PM.

Responsibilities of the Climate Change Adaptation Advisor include, but are not limited to, the following:

- i) Providing inputs into the development of the PIP and AWP;
- ii) Providing contributions to results tracking and progress reports;
- iii) In collaboration with the PM, assessing adaptation RFSs against selection criteria from a technical perspective and making recommendations concerning whether the request should move forward, requires further refinement or development, or should not be implemented;
- iv) Preparing, or working closely with the PM in the preparation of initiative TOR, Workplans and budgets related to climate change adaptation;
- v) Ensuring that deployed technical experts are fully vetted for their technical competence and are given appropriate technical briefings prior to deployments;
- vi) Maintaining technical oversight on the provision of technical assistance related to climate change adaptation;
- vii) Ensuring that deployed adaptation technical experts are fully debriefed and that recommendations for future action following deployments are compiled and documented;
- viii) Participating in PSC and other meetings, as requested by the PM;
- ix) Reviewing and commenting upon Initiative Reports;
- x) As approved in AWP, undertaking annual monitoring missions to selected Sub-Saharan African countries to assess selected adaptation initiatives, including validation of results, assessing quality of expertise deployed, and/or suggested follow-up areas for technical assistance;
- xi) Maintaining a strong awareness of international climate change developments, specifically as they relate to the Paris Agreement and broader UNFCCC commitments, the Sustainable Development Goals and climate change adaptation in Sub-Saharan Africa; and
- xii) Contributing to and/or developing knowledge products, including lessons learned, best practices, and technical papers/briefs, as requested by the PM.

The individual's minimum qualifications and experience for this position are:

- Undergraduate degree (i.e. bachelor or equivalent);
- Minimum of five years of working experience as a Climate Change Adaptation Advisor;
- Demonstrated experience providing technical services relevant to the Paris Agreement; and
- Demonstrated relevant experience working in the context of international development.

7.1.8 Project Finance and Administrative Coordinator

The Project Finance and Administrative Coordinator will be responsible for the logistical, administrative and financial aspects of the Project. The Project Finance and Administrative Coordinator will report to the PM.

Responsibilities of the Project Finance and Administrative Coordinator include, but are not limited to, the following:

- (i) Ensuring that all logistical arrangements are in place for the technical experts being deployed;

- (ii) Ensuring that all logistical arrangements are place for Recipient Organizations, including training, conference participation and South-South exchanges;
- (iii) Managing the procurement of goods and services in accordance with the approved Procurement policies and Procedures;
- (iv) In accordance with the approved Standard Operating Procedures, negotiating and preparing the contracts with the technical experts;
- (v) In accordance with the approved Standard Operating Procedures, administering processes and procedures to deploy and monitor the technical experts, and as necessary, the management of unforeseen human resource issues (e.g. medical leave, poor performance);
- (vi) Responding to inquiries from stakeholders within a reasonable time period;
- (vii) Providing and managing administrative services necessary to generate all reports required under the Project, as outlined in section 11;
- (viii) Establishing and maintaining efficient administrative systems, including filing and inventory;
- (ix) Ensuring effective management of Project expenditures by properly documenting, preparing and submitting for approval the Project-level quarterly and annual financial reports;
- (x) Tracking other stakeholders contributions to the initiatives (cash and in-kind);
- (xi) Monitoring the financial aspects of the Project, including reconciliation of bank accounts, petty cash, daily/monthly journals, and initiatives' financial reports;
- (xii) Reviewing expenditures and developing budget control mechanisms enabling the Project to adequately monitor performance according to budget allocation by result;
- (xiii) Managing the Project financial accounting systems;
- (xiv) Processing daily/monthly accounts for expenditures from Project bank accounts; and
- (xv) Preparing the financial reports and financial documentation for the annual Project financial audits.

The individual's minimum qualifications and experience for this position are:

- College diploma (e.g. accounting certificate) or undergraduate degree (i.e. bachelor or equivalent);
- Minimum of three years working experience as a Project Finance and Administrative Coordinator; and
- Demonstrated experience coordinating projects with dispersed resources in two or more developing countries.

7.2 Other Project Resources

A budget has been set aside for other resources that may be required to meet the needs of the Project. This includes, without being limited to, specific and ad-hoc mandates in cross-cutting themes (environment, inclusive governance, and GE), communications (e.g. design of brochures and other promotional material) and website development, and technical experts required for deployments in response to RFSs.

7.3 Procurement of Goods and Hiring of Other Project Resources and Technical Experts

The Consultant must procure goods and contract other resources and technical expertise required for the Project in accordance with the approved Procurement Policies and Procedures plan described in the SOPs, and in Contract clause 3.10.2.

8. Language Requirements

All resources must have the following language proficiencies:

English OR French:

Oral = Level 4 – Advanced Professional Proficiency

Reading = Level 4 – Advanced Professional Proficiency

Writing = Level 4 – Advanced Professional Proficiency

In addition, the PD and PM must have the following language proficiencies in the second language (i.e. if English is the first language, the individual must have the below proficiencies in French, and vice versa):

Oral = Level 3 – General Professional Proficiency

Reading = Level 3 – General Professional Proficiency

Writing = Level 3 – General Professional Proficiency

The definition associated with the language requirements can be found in Appendix B- Description of Language Scales/Levels.

9. Role of the Consultant in the Committees

9.1 Project Steering Committee

The Consultant will have three non-decision-making roles within the PSC.

First, given that there is no single local implementing partner, the Consultant will relay to the PSC of the needs and interests of Recipient Organizations.

Second, the Consultant will report on the progress of Project activities, including results achieved, challenges encountered and provide a rationale for the proposed AWP. For the completion of the AWP, the Consultant will be responsible for ensuring that it has collaborated and consulted with the appropriate stakeholders (both DFATD and Recipient Organizations) to ensure it has the necessary information to provide a forward-looking AWP. While the Consultant will present the AWP to the PSC, it will not have a role to play in the approval of AWP.

Third, the Consultant will act as PSC Secretariat, organize the meetings, take minutes of the discussions and implement recommendations and decisions of the PSC. The Consultant must ensure that PSC members receive the relevant supporting documents for each PSC meeting at least fifteen (15) working days in advance of the meeting.

The PSC will meet at least once a year.

9.2 DFATD Selection Committee

The Consultant will organize the DFATD SC meetings, take minutes of the discussions (if relevant) and implement recommendations and decisions of the DFATD SC. The DFATD SC will most often take the form of a secretarial/desk review, following submission of each RFS. However, any member has the right to request a meeting, which may then be done via teleconference or in person.

The Consultant must ensure that DFATD SC members receive the RFS recommendations and supporting documentation at least ten (10) working days in advance of the meetings.

The Consultant will not have a role to play in the approval of RFSs.

10. Support to be Provided by DFATD

DFATD will make available all necessary DFATD-related documentation and information to the Consultant. DFATD will chair the Project Steering Committee and DFATD SC. In coordination with the Consultant, Canadian Embassies and Canadian High Commissions will promote the Project within their countries/regions and assist Recipient Organizations seeking Project support, by connecting them with the Consultant (e.g. Project website).

11. Deliverables

The Consultant must forward to DFATD the reports and other deliverables set out below, in sections 11.1, 11.2 and 11.3, in accordance with the standards established for the content, presentation, language, number of copies and timelines.

Unless otherwise stated, the Consultant will, to the extent possible: use both sides of the page when producing documents, reports, etc.; and use recycled paper to print and produce reports and other documents.

11.1 Reports

The reports will be submitted electronically using Microsoft Office software, in either English or French.

REPORT TITLE	DUE DATE Unless otherwise agreed to in writing by DFATD	DESCRIPTION OF CONTENTS
Inception Workplan (IWP)	Draft within thirty (30) Days of the effective date of the contract Final within five (5) Days of receiving DFATD comments	<p>a) The IWP, covering the Project's inception phase, must include but is not limited to the following:</p> <ul style="list-style-type: none"> i) Executive Summary; ii) Key milestones and outputs tied to each activity, including those related to inception phase Project outreach; iii) Specific consultation (location, duration, scope) to be undertaken during inception mission; iv) Schedule; and v) Budget. <p>b) The IWP contains a section on the communication strategy to publicize Project achievements and to acknowledge DFATD's Contribution. The strategy must address the following issues: target groups in Canada and the Recipient Country, estimated target population and communication methods to be used. The Visibility and Recognition Activities Planning Form is to be included with the communication strategy.</p>

<p>Project Implementation Plan (PIP)</p>	<p>Draft within ninety (90) Days from the effective date of the contract</p> <p>Final within thirty (30) Days of receiving DFATD comments</p>	<p>The PIP must include but is not limited to the following:</p> <ul style="list-style-type: none"> a) Executive Summary b) Introduction (Background, PIP Methodology, consultations undertaken during inception phase) c) Project Design <ul style="list-style-type: none"> i. Context and Rationale ii. Project Components and Outputs (validated and/or updated) iii. Reach and Beneficiaries iv. Cross-cutting Themes (GE, governance, and environment) v. Risk Registry identifying risks and mitigation strategies (using the Risk Register format as per DFATD’s RBM policy, and based on risks identified in Annex A – Section 8.1 Risks, which are to be more fully articulated) d) Project Management and Governance <ul style="list-style-type: none"> i. Management Approach and Structure ii. Human Resources Management, including a strategy for managing potential high demand for limited supply of technical expertise iii. Roles and Responsibilities of the Project Stakeholders iv. Project Committees e) Project Implementation <ul style="list-style-type: none"> i. Immediate Outcomes – Outputs – Activities Matrix ii. Work Breakdown Structure iii. Schedule iv. GE Strategy, including gender-based analysis v. Knowledge Management Strategy vi. Communications Strategy, including an Outreach Plan to promote the Project, share information and facilitate coordination and a Communications Plan to publicize Project achievements and to acknowledge DFATD's Contribution vii. Budget per Inputs (by line item at a minimum) viii. Budget per Immediate Outcome (approximate) f) Project Monitoring and Reporting <ul style="list-style-type: none"> i. Update of the LM (based on DFATD project LM in Annex A of the Terms of Reference) ii. Performance Measurement Framework (as defined below; key indicators to be provided by DFATD) iii. Performance Reporting Framework <p>Annex A – First AWP and budget</p> <p>Annex B – Standard Operating Procedures, including, inter alia:</p> <ul style="list-style-type: none"> i. Personnel and Technical Advisor management procedures;
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REPORT TITLE	DUE DATE Unless otherwise agreed to in writing by DFATD	DESCRIPTION OF CONTENTS
		<ul style="list-style-type: none"> ii. Safety and security protocols; iii. Financial management procedures; iv. Procurement plan and procedures, including description of competitive process to procure goods, competitive selection process to contract professional services, decision making matrix, and standard contract template for technical experts; v. Information technology and information management systems; vi. Service standards for responding to enquiries, approval or non-objection of RFSs, presenting recommendations to the SC, developing TORs and Initiative Workplans, and deploying expertise; vii. Quality assurance system, including a regular process for reviewing the quality of technical assistance rendered; viii. Guidelines for initiative requests, including specific processes/mechanisms (e.g. call for proposals); ix. Template RFS form; x. Guidelines and criteria for RFS selection and deployment (as per section 4. RFS Selection and Deployment Process), validated and/or updated as appropriate; xi. Guidelines for expert fee rates; xii. Guidelines and template for recommendations to the DFATD SC; xiii. Guidelines and template for Initiative TOR; xiv. Guidelines for Initiative Workplans and initiative missions more broadly; xv. Guidelines and templates for Initiative Reports; and xvi. Template letter for unsuccessful applicants. <p>Annex C - Performance Measurement Framework (PMF):</p> <p>For each level of the LM (Output, Immediate Outcome, Intermediate Outcome, Ultimate Outcome), the PMF must include, as minimum, the following elements:</p> <ul style="list-style-type: none"> i. Indicators ii. Baseline data, disaggregated by sex iii. Targets, disaggregated by sex iv. Data sources v. Data collection methods vi. Frequency vii. Responsibility

REPORT TITLE	DUE DATE Unless otherwise agreed to in writing by DFATD	DESCRIPTION OF CONTENTS
Annual Workplan	First AWP: As appendix to PIP Subsequent AWPs: within thirty (30) Days from the end of each fiscal year, together with the Annual Progress Report and the Annual Financial Report.	The Consultant must prepare AWPs to outline work to be performed and budget requirements for the upcoming year. AWPs must include but are not limited to the following: a) Identification of results to be achieved during the year and the corresponding activities and schedule to achieve these results; b) Explanation of any deviations from the Work Breakdown Structure (WBS) and Project schedule in the PIP; c) Description of how the operational GE Strategy will be implemented; d) Description of how aid effectiveness principles will be furthered through the Project; e) Update on planned allocations of staff and other resources by activity; f) Accounting of contextual changes, issues, assumptions, risks, problems and constraints, and associated implementation challenges and strategies to address these; g) Travel plan outlining any required travel; h) Detailed annual budget by quarter and by contract budget line item, with explanations of deviations from the budget in the PIP and with updated budgetary projections by year for subsequent fiscal years to the end of the Project. i) The AWP must also contain an update to the communication strategy to publicize Project achievements and to acknowledge DFATD's contribution, including the Visibility and Recognition Activities Planning Form . j) Updated Project Risk Registry.
Monitoring Reports	Within ten (10) Days following return of monitoring mission	The Consultant's core staff members must prepare monitoring reports at the end of annual monitoring missions, for approval by the PM, and submission to DFATD. Mission reports describe the mission activities, assessment of selected initiatives, lessons learned/best practices, and recommendations for follow-up both at Project and initiative levels.

REPORT TITLE	DUE DATE Unless otherwise agreed to in writing by DFATD	DESCRIPTION OF CONTENTS
Semi-Annual Progress Reports	Within thirty (30) Days from the end of the first six-month period (April 1 to September 30) of each fiscal year.	<p>The Consultant must prepare semi-annual progress reports that provide qualitative and quantitative information on the significant Project outcomes (immediate and intermediate) for the previous six months, and include the following :</p> <ul style="list-style-type: none"> a) executive summary; b) analytical comments on the variances between each of the expected results (at both immediate and intermediate outcomes levels) and actual results on the basis of indicators (PMF) for the last 6 months or year; including reporting on reductions or increases in gender equality gaps where women/girls and/or GE is integrated into results statements; c) results of the monitoring activities using the PMF, problems and difficulties encountered, if any, and remedial action taken or to be taken; d) analysis of changes to any important aspect of the Project which have been or should be made, for consultation with DFATD; e) analytical comments on Financial Reports concerning variances between forecasted and actual expenditures, as they relate to successes or problems encountered and actions taken, as well as consequences on the financial forecasting for the next quarter; f) planned activities for the next quarter; g) report on implementation of the GE Strategy; h) On an annual basis, report on the communication strategy including submission of the Visibility and Recognition Activities Reporting Form. i) Other important issues affecting Project implementation
Annual Narrative Progress Report	Within thirty (30) Days from the end of the fiscal year	The Consultant must prepare and submit annual progress reports reporting against the AWP. Annual reports will include the same information as outlined above for semi-annual reports but cover the period of one year. In addition, annual reports will include an analysis of the status of the Project given the progress made over the reporting year and an assessment of progress towards achieving expected development outputs and outcomes. It will also include a summary of actual Project disbursement, by activity, during the year.

REPORT TITLE	DUE DATE Unless otherwise agreed to in writing by DFATD	DESCRIPTION OF CONTENTS
Final Narrative Report	Forty-five (45) Days prior to the Contract end date.	<p>The report must analyze original budget forecasts compared to actual disbursements, for the Project as a whole as well as for each of the main activities; state reasons justifying variances; and include any other information related to the administrative and financial aspects of the Project.</p> <p>The Final Narrative Report must include, but not necessarily be limited to, the following sections:</p> <ol style="list-style-type: none"> a) Background and objectives This section of the report must contain a brief statement with respect to the Project. It should include: <ol style="list-style-type: none"> i. background and rationale; ii. goal and objectives; and iii. results at the outcome level. b) Summary Description of the Project This section of the report must contain a description of the actual activities, including: <ol style="list-style-type: none"> i. management and Consultant; ii. description of activities; and iii. stakeholders, their roles and responsibilities. c) Analytical Review of the Project. This section of the report must address the following issues and offer comments and/or recommendations for similar projects in the future: <ol style="list-style-type: none"> i. Project rationale and justification; ii. planned and achieved goal and objectives; iii. detailed final report on achievement of results at the outcome level; this should include analytical comments as well as reporting on reductions or increases in GE gaps where women/girls and/or GE is integrated into results statement; iv. political considerations; v. analysis of scheduling, results of the monitoring activities using the PMF. difficulties encountered (if any) and remedial actions taken; vi. analysis of actual disbursements compared to the original and revised budgetary forecasts as presented in the Final Financial Report; vii. logistical difficulties; viii. crosscutting themes and priorities: <ul style="list-style-type: none"> • an overview of the implementation of the GE Strategy, including lessons learned and appraisal of good practices and challenges encountered in implementing the Project and the GE Strategy; • environment; ix. public relations issues; x. report on the communication strategy including the submission of the Visibility and Recognition Activities Reporting Form. xi. analysis, comments, and recommendations with respect to each of the main activities.

REPORT TITLE	DUE DATE Unless otherwise agreed to in writing by DFATD	DESCRIPTION OF CONTENTS
Knowledge products and other reports	To be determined	<p>The Consultant will submit to DFATD (and as appropriate, Sub-Saharan African climate action stakeholders) various knowledge products generated under the Project (e.g. lessons learned, best practices, technical papers/briefs).</p> <p>The Consultant will also submit, on an ad-hoc basis, other reports (e.g. briefing materials, communication texts, input to annual DFATD project reporting, presentations, action plans, RFS tracking log) as requested by DFATD.</p>
Minutes of PSC and DFATD Selection Committee meetings	Within five (5) Days following the meeting	<p>The Consultant, in its function as Secretariat to the PSC, must take minutes of PSC meetings, highlighting conclusions, recommendations and actions to be taken. Where relevant, the Consultant will also take minutes of DFATD SC meetings, highlighting decisions and follow-up actions.</p> <p>The minutes must include the following elements:</p> <ul style="list-style-type: none"> • Presents • Agenda • Review of previous minutes • Summary of discussions • Action items with identified resources

11.2 Financial Reports

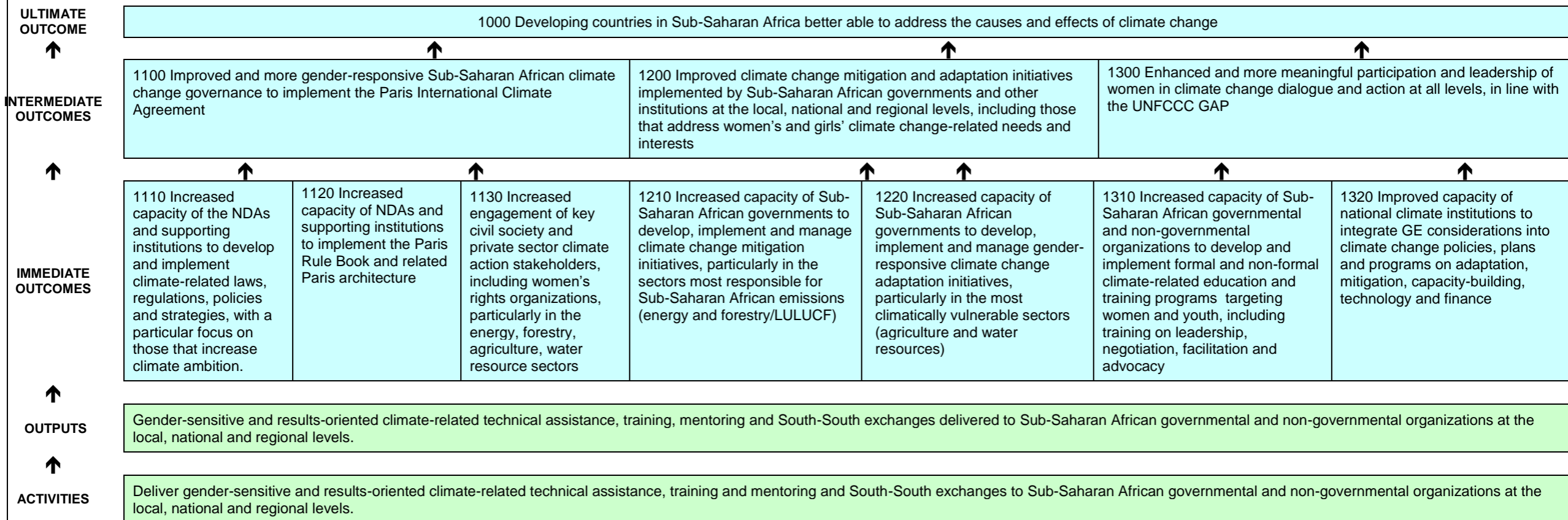
The financial reports will be submitted electronically using Microsoft Office software, either in English or French.

REPORT TITLE	DUE DATE	DESCRIPTION OF CONTENTS
Quarterly Financial Reports	Within thirty (30) Days from the end of every quarter	The Consultant must prepare quarterly financial reports to account for Project disbursements during the quarter. Reports will provide financial accounting (tabular form) by contract budget line item as follows: <ul style="list-style-type: none"> a) Budget amount approved overall and revised amount if updated later in AWP; b) Interest earned on advances, if applicable; c) Disbursements for prior years, current year-to-date, and project-to-date; d) Actual disbursements for the previous quarter and forecast disbursements for remaining quarters of the current fiscal year (including personnel levels of effort and fee rates); and e) Explanation of variances (over 10%) between budget and actual disbursements for the current year; f) Total estimated expenditure at end of Project and variance; and g) Balance of Project funds remaining.
Annual Financial Report	Within thirty (30) Days from the end of the fiscal year together with the AWP.	The Annual Financial Report must take a full-year perspective on the Project and must be tied closely to the AWP and the costs of the activities. It must detail the following: <ul style="list-style-type: none"> a) a comparison between the forecasted expenditures and the actual expenditures for the year just completed; b) a forecast for the upcoming fiscal year, i.e. the forecast of the cost of the activities identified in the AWP.
Final Financial Report	Forty-five (45) days prior to the Contract end date.	The Project Final Financial Report must present an account of actual disbursements on the basis of a line item breakdown, in comparison to the basis of payment of the Contract.

11.3 Other Deliverables

TITLE	DUE DATE	DESCRIPTION OF CONTENTS
Project Website	Completed within one hundred-eighty (180) Days of Contract signature and updated as needed.	The Project website, in French and in English, will provide general information on the Project (e.g. objectives, scope/components, eligibility criteria, how to submit an RFS, results) and knowledge generated under the Project.

Appendix A – EDM-CAA Logic Model



Appendix B

DESCRIPTION OF LANGUAGE SCALES/LEVELS

Oral Proficiency Rating Scale

Level	Proficiency	Definition
5	Educated Native Proficiency	Functionally equivalent to that of a highly articulate and well-educated native speaker. Reflects the cultural standards of the country where the language is spoken. Language usage and ability to function are superior throughout.
4+	Advanced Professional Proficiency, Plus	Speaking proficiency is regularly superior in all respects and is usually equivalent to that of a well-educated, highly articulate native speaker. Speaks effortlessly and smoothly on all topics. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. Language usage and ability to function are fully successful. There may be an occasional non-native slip.
4	Advanced Professional Proficiency	Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. May have some difficulty with some dialects and slang.
3+	General Professional Proficiency, Plus	Able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks. Operates at level 4 most of the time, but cannot sustain the performance across a variety of topics. Understanding is complete, including idioms, nuances, register shifts and humour or irony. Often matches a native speaker's strategic and organizational abilities. Basic and complex structures are fully controlled except for an occasional error in low-frequency structures. There are no patterned errors.
3	General Professional Proficiency	Able to speak the language with sufficient structural accuracy, vocabulary and cohesiveness in discourse to participate effectively in most formal and informal conversations on practical, social, and professional topics. Understanding is essentially complete. Can discuss with fluency and ease abstract issues and special fields of competence and interest. Can support opinion and hypothesize. Can provide a structured argument that is clear and well organized. While the influence of the speaker's first language can be felt (in pronunciation, grammar and vocabulary), there are no patterned errors and errors never distract the listener or interfere with communication.
2+	Limited Working Proficiency, Plus	Able to satisfy most working requirements with language that is often, but not always, acceptable and effective. Operates at level 3 most of the time but is unable to sustain the performance across all topics, i.e. when called on to perform level 3 tasks, may avoid the tasks altogether or resort to simplification through the use of description or narration instead of argumentation or hypothesis. Also, may give concrete examples to illustrate a point instead of arguing the point abstractly. Often shows remarkable ease of speech but performance is uneven. Vocabulary may still be generic (general) rather than precise. Often strong in either grammar or vocabulary, but not in both. Comprehension of normal native speech is nearly complete. Can be understood by native speakers not used to dealing with foreigners.
2	Limited Working Proficiency	Able to satisfy routine social demands and limited work requirements. Can handle with confidence, but not accuracy, complicated tasks. Speaks with ease and facility on concrete topics – giving facts and talking casually about topics of current public and personal interest – using general vocabulary and linking sentences together smoothly with appropriate connectors. When dealing with more complex or abstract topics or issues, fluency breaks down. Can narrate and describe in major time frames. Can understand main ideas and most details on a variety of topics, and discourse referring to different time frames or aspects. Can be understood without difficulty by native speakers.
1+	Elementary Proficiency, Plus	Can initiate and maintain predictable face-to-face conversations and satisfy limited social demands. Operates mostly at level 2 but cannot sustain the performance across all topics and tasks. Can converse with ease and confidence when dealing with routine tasks and social situations, describe people and places and narrate in present tense. May hesitate and change the intended message due to lack of language resources. Understanding of normal native speech is inconsistent due to failure to grasp details and, sometimes even main ideas. Influence of first language is evident in pronunciation, grammatical structures and vocabulary. However, can be understood by native speakers not used to dealing with foreigners, although repetition and reformulation may be needed.
1	Elementary Proficiency	Able to satisfy courtesy requirements and maintain simple face-to-face conversations on familiar topics. Can ask and answer simple questions and participate in simple conversations on topics beyond the most immediate needs. Speaks in sentences but often hesitates and pauses to search for adequate vocabulary. Able to understand sentence-length utterances on a variety of concrete topics, but understanding is uneven. Can be understood by native speakers used to dealing with foreigners.
0+	Memorized Proficiency	Able to satisfy immediate needs using mostly rehearsed utterances. Can handle level 1 tasks but cannot sustain the performance at that level. Shows little autonomy of expression, flexibility and spontaneity. Relies heavily on learned phrases or a recombination of these and words used by the interlocutor. Inability to conjugate verbs. Strong influence of first language in pronunciation, grammar and vocabulary (borrowed words, literal translations). Can usually differentiate most significant sounds when produced in isolation, but when combined in words or groups of words, may have difficulty understanding. Can be understood by native speakers used to dealing with foreigners.
0	No Proficiency	Unable to function in the spoken language, except for a few isolated words and phrases.

Note:

- Level 2/2+ is that on which much daily communication and social interactions are handled routinely and effortlessly among native speakers.
- Levels 3 and above entail a much more sophisticated control of the language and a breadth and depth of vocabulary not normally used in everyday exchanges.

Reading Proficiency Rating Scale

Level	Proficiency	Definition
5	Educated Native Proficiency	Reading ability is functionally equivalent to that of the well-educated native reader.

Level	Proficiency	Definition
4+	Advanced Professional Proficiency, Plus	Near native ability to read and understand extremely difficult or abstract prose, a wide variety of vocabulary, idioms, colloquialisms, and slang. Strong sensitivity to and understanding of sociolinguistic and cultural references.
4	Advanced Professional Proficiency	Able to read fluently and accurately all styles and forms of the language in any subject as well as those pertinent to professional needs. Understands all sociolinguistic and cultural references. Can follow unpredictable turns of thought readily in editorial, conjectural, and literary texts, as well as in materials in own special field, including official documents and correspondence. Recognizes all professionally relevant vocabulary known to the educated non-professional native reader. Speed and accuracy is often nearly that of a well-educated native reader.
3+	General Professional Proficiency, Plus	Able to read with facility and appreciate a wide variety of texts as well as those pertinent to professional needs. Has a broad active general, specialized and abstract vocabulary. Able to comprehend many sociolinguistic and cultural references, as well as a considerable range of complex structures, low-frequency idioms, and connotations. However, accuracy is not complete, and here again some nuances and subtleties may escape the reader.
3	General Professional Proficiency	Able to read within a normal range of speed and with almost complete comprehension a variety of authentic texts on unfamiliar subjects. Reading ability does not depend on subject matter knowledge, except if the material is highly dependent on cultural knowledge or outside one's general experience and not accompanied by explanation. Text types include news stories, wire service reports, international news items, correspondence, technical material, etc. in one's professional field. Material may include hypothesis, argumentation, and supported opinions. Misreadings are rare. Able to read between the lines and derive the author's implicit intent, but may not detect or understand subtleties and nuances. May experience some difficulties with unusually complex structures and low-frequency idioms.
2+	Limited Working Proficiency, Plus	Able to understand most general factual prose as well as some discussions on concrete topics related to special professional interests. Has a good active reading vocabulary and is able to use the context to make sensible guesses about unfamiliar vocabulary and material. Can get the gist of the information and some secondary ideas. Weaknesses include slowness, uncertainty, inability to discern nuances.
2	>Limited Working Proficiency	Able to read simple and straightforward factual texts written for the general reader that are presented in a predictable sequence and contain high frequency sentence patterns. Persons who have professional knowledge of a subject may be able to scan and summarize texts that are well beyond their general proficiency level. In general, however, the person does not have a broad active vocabulary and is quite slow in reading.
1+	Elementary Proficiency, Plus	Able to read and understand simple texts for informative social purposes, such as biographical information or narration of events, straightforward newspaper headlines. Can guess at unfamiliar vocabulary if highly contextualized. Can locate main ideas and routine information of professional significance in more complex texts and in the professional specialty.
1	Elementary Proficiency	Able to read very simple descriptions of places, things and public events such as those simplified for tourists. Can get some main ideas and locate prominent items of professional significance in more complex texts.
0+	Memorized Proficiency	Unable to read connected prose, but can recognize high frequency elements of a syllabary or a character system. Able to read (but not always interpret accurately) some or all of the following: numbers, isolated words and phrases, street signs, office and shop designations.
0	No Proficiency	No practical ability to read the language.

Writing Proficiency Rating Scale

Level	Proficiency	Definition
5	Educated Native Proficiency	Writing proficiency is functionally equivalent to that of a highly articulate educated native. There are no non-native errors of structure, spelling, syntax or vocabulary. Writing is both clear, explicit, informative, and imaginative.
4+	Advanced Professional Proficiency, Plus	Able to write the language precisely and accurately in a wide variety of prose styles pertinent to a variety of audiences and professional needs. Varied use of stylistic devices and flexibility within a style. Can both write and edit formal and informal correspondence, official reports and documents, and professional articles, including writing for special purposes which might include legal, technical, educational, literary and colloquial writing. The writer employs a very wide range of stylistic devices.
4	Advanced Professional Proficiency	Able to write the language precisely and accurately in a variety of prose pertinent to social issues and professional needs. Errors of grammar, syntax, punctuation and vocabulary are rare. Writing is consistently and explicitly organized with appropriate connectors and discourse devices (ellipsis, parallelisms, subordinates).
3+	General Professional Proficiency, Plus	Able to write in a variety of prose styles pertinent to general, social and professional needs. Good control of basic and complex structures, all verb tenses and tense sequence, morphology, syntax and punctuation. Usually uses cohesive devices well, but variety is limited. May not be able to express nuances or subtleties very well, nor tailor language to audience.
3	General Professional Proficiency	Able to use the language effectively in most formal and informal written exchanges on practical, social, and professional topics. Can write reports, summaries, short papers on current events and particular areas of interest, or on special fields with reasonable ease. Control of structure, general vocabulary and spelling is adequate to convey message accurately but style may be obviously foreign. Punctuation is generally controlled. Good control of grammar with occasional errors in complex structures and tense sequence. Consistent control of compound sentences. Relationship of ideas is consistently clear.
2+	Limited Working Proficiency, Plus	Shows ability to write with some precision and in some detail about most common topics. Can write about concrete topics relating to particular interests and special fields of competence. Often shows surprising fluency and ease of expression, but under time constraints and pressure language may be inaccurate. Can control basic and some complex structures, with some errors in more complex constructions (passives, relative clauses, word order, tense usage and sequence). Generally strong in either grammar or vocabulary, but not in both. Normally controls general vocabulary and some working vocabulary with some misuse. Can handle most social correspondence and take fairly accurate notes on what has been presented orally.
2	Limited Working Proficiency	Able to write routine social correspondence and prepare documentary materials required for most limited work requirements. Can write simply about a limited number of current events or daily situations. Good control of morphology and basic syntactic structures. Uses a limited number of cohesive devices. However, still makes common errors in spelling, punctuation, and constructions (plurals, articles, gender, prepositions, verb tenses, negatives).
1+	Elementary Proficiency, Plus	Able to meet most survival needs and limited social demands. Can write short paragraphs related to most survival needs (food, lodging, transportation, immediate surroundings and situations) and limited social demands (greetings, relating personal history, daily life preferences, etc.). Can express fairly accurate present and future time and some past verb forms, but not always accurately. Can control elementary vocabulary and basic syntactic patterns only. Generally cannot use basic cohesive elements of discourse (relative constructions, object pronouns, connectors).
1	Elementary Proficiency	Able to meet limited practical needs. Writes in simple sentences with errors in spelling, grammar, and punctuation. Writing tends to be a loose collection of sentences or sentence fragments without much organization. At this level, can write simple phone messages, excuses, notes to service people and friends.
0+	Memorized Proficiency	Writes using memorized material and set expressions. Can produce 50 of the most common characters, write dates, own name, nationality, address, and a few short sentences. Spelling and characters may be incorrect.
0	No Proficiency	No functional writing ability.

Section 5. Evaluation Criteria

RATED EVALUATION CRITERIA

Guidance for Bidders:

The Rated Evaluation Criteria will be awarded a maximum of seven hundred (700) points. The pass mark is sixty percent (60%) or four hundred and twenty (420) points and represents the minimum that will be accepted by DFATD.

The present Rated Evaluation Criteria requires that Bidders provide in their proposal a number of Projects/Assignments/Climate change initiatives/resources within a certain amount of pages. If more Projects/Assignments/Climate change initiatives/resources/pages are included in the proposal than the number required as indicated in each criterion, DFATD will only consider the specified number in order of presentation.

The Bidder is required to provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when the experience was obtained, the Bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more Projects/Assignments/Climate change initiatives or experience overlap, the duration of time common to each Project/Assignment/Climate change initiative experience will only be counted once, unless otherwise specified.

Where the Bidder is required to provide a narrative description to demonstrate experience, the following information is required for each Project/Assignment/Climate change initiative referenced in the narrative:

- Project/Assignment/Climate change initiative duration (including start and end dates),
- Project/Assignment/Climate change initiative value,
- Recipient country(ies) or Beneficiary (ies),
- Key Stakeholders,
- Client / funding agency,
- Brief Project/Assignment/Climate change initiative description, and
- Customer reference contact information.

If a Project/Assignment/Climate change initiative is referenced in the narrative description without all of this information, it will not be considered for the evaluation and no points will be awarded for the Project/Assignment/Climate change initiative.

For the purpose of the Rated Evaluation Criteria, the following definitions apply:

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

“**Assignment**” refers to a mandate with specific duties, deliverables and a specific period. An Assignment can be part of a full-time job.

“**Capacity-building**” refers to the provision of training, financing, know-how, equipment and Technical and legal assistance to a third party organization in order for them to acquire knowledge and know-how to meet their mandate’s objectives. In this project, both terms, Technical assistance and Capacity-building are seen as being complementary.

“**Climate change initiatives**” refers to Projects, programs, strategies, plans, policies, legislation, regulations or negotiations that aim to achieve a climate change goal or solve a climate change problem.

“**Developing countries**” refers to those eligible to receive official development assistance as determined and published on the Organization for Economic Co-operation and Development (OECD) list found at: www.oecd.org/dac/stats/daclist.htm

“**Effective and Efficient**” refers to demonstration by the Bidder, including concrete examples, that the proposed approach, strategy, plan or practice will contribute to the project’s expected results, as detailed in Section 4 - Terms of Reference.

“**Environmental sustainability project**” refers to a Project where protection of the environment is the primary objective (e.g. biodiversity, desertification, climate change adaptation, climate change mitigation).

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

“**Professional Development**” refers to courses, certificates, diploma, training, or publications authored by the proposed individual.

“**Project**” is defined as a contract or a contribution agreement signed individually or in a consortium where the Bidder has provided project management or implementation services.

“Recognized educational 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.

“Relevant” refers to demonstration by the Bidder that the proposed information responds to the elements listed in the criteria, reflects the roles and responsibilities outlined in Section 4 - Terms of Reference, and takes into consideration realities of the local context.

“Results-Based Management (RBM)”: information about RBM can be found here:

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

“Sub-Saharan Africa” means any of the following countries: Angola, Benin, Botswana, Burkina Faso, Burundi, Cabo Verde, Cameroon, Central African Republic, Chad, Comoros, Congo (Democratic Republic of), Republic of Congo, Cote d’Ivoire, Djibouti, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, Gabon, Gambia (The), Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan, South Sudan, Tanzania, Togo, Uganda, Zambia and Zimbabwe.

“Technical assistance” refers to targeted Technical assistance to support the institutional reforms needed to promote a country's social development, health and sustainable economic growth. In this project, both terms, Technical assistance and Capacity-building are seen as being complementary.

“Timely manner” means in accordance with the service standards set out in the approved project implementation plan, standard operating procedures or similar, as approved by the client/customer.

“Types of Stakeholders” refers to the national or subnational governments (including various departments, government institutions or agencies at different levels: regional, provincial governments, districts depending on the country context, and local communities), public or private academic institutions, private-sector enterprises, civil society and non-governmental organizations, donors, media, women’s associations, and consumers’ advocacy groups.

The following rating scales will be used for the Evaluation Criteria, unless otherwise stated:

Rating Scale 1: will be used for Category A: Bidder’s Experience and Category C: Proposed Personnel

POINTS	RATING	CONSIDERATIONS*
0 points	Not demonstrated	Experience provided by the Bidder: <ol style="list-style-type: none"> Demonstrates little to no understanding of the requirement Provides insufficient details to demonstrate requested experience Fails to respond to the criterion or is not Relevant
1 point	Partially demonstrated	Experience provided by the Bidder: <ol style="list-style-type: none"> Demonstrates some understanding of the requirement, however with significant gaps Provides some details to demonstrate requested experience Is somewhat relevant and responds to some elements of the criterion.
2 points	Well demonstrated	Experience provided by the Bidder: <ol style="list-style-type: none"> Demonstrates a good understanding of the requirement with few gaps Provides sufficient details to demonstrate most of the requested experience Is Relevant and responds to most elements of the criterion.
3 points	Fully demonstrated	Experience provided by the Bidder: <ol style="list-style-type: none"> Demonstrates an excellent understanding of the requirement with no gaps Provides clear and complete details to fully demonstrate requested experience Is Relevant and responds to all elements of the criterion

Rating Scale 2: will be used for Category B: Proposed Methodology

POINTS	RATING	CONSIDERATIONS*

0 points	Not demonstrated	<p>Proposed approach provided by the Bidder:</p> <ul style="list-style-type: none"> a. Demonstrates little to no understanding of the requirement b. Contains risks or weaknesses that represent a strong likelihood of failure in delivering the project c. Is not Effective and Efficient d. Is not Relevant. e. Does not take into account project risks as defined in the TORs.
1 point	Partially demonstrated	<p>Proposed approach provided by the Bidder:</p> <ul style="list-style-type: none"> a. Demonstrates some understanding of the requirement, however with significant gaps b. Contains significant risks or weaknesses, or a number of minor risks or weaknesses c. Is somewhat Effective and Efficient d. Is somewhat Relevant e. Addresses project risks as defined in the TORs, however does not include a mitigation strategy or the mitigation strategy is not realistic or feasible.
2 points	Well demonstrated	<p>Proposed approach provided by the Bidder:</p> <ul style="list-style-type: none"> a. Demonstrates good understanding of the requirement with few gaps b. Contains minor risks or weaknesses c. Is Effective and Efficient d. Is Relevant e. Addresses project risks as defined in the TORs and includes a realistic and feasible risk mitigation strategy.
3 points	Fully demonstrated	<p>Proposed approach provided by the Bidder:</p> <ul style="list-style-type: none"> a. Demonstrates excellent understanding of the requirement with no gaps b. Does not contain any risks or weaknesses c. Is very Effective and Efficient, demonstrating innovation or the incorporation of lessons learned d. Is Relevant, with specific examples e. Takes into account Project Risks as defined in the TORs, identifies additional risks, and includes a realistic and feasible risk mitigation strategy.

* Evaluators will take into account all considerations, as applicable, when evaluating the Bidder’s technical proposal and assign the rating that best reflects the evaluation results

Rated Evaluation Criteria	Points
Category 1: Bidder's Experience	
<p>The following considerations apply to the Bidder's Experience section:</p> <p>Where the proposed Projects described have been carried out by a consortium or joint venture, the Bidder should clearly specify which of the Members of that consortium or joint venture were responsible for the management and implementation of the Projects cited as examples.</p> <p>To be deemed eligible, a Project/initiative has to have a start date within the last fifteen (15) years at the RFP Closing Date.</p> <p>If the Project presented does not meet the above criteria, the Project will be deemed ineligible, and no points will be awarded for that Project.</p>	
R1	<p>Requirement 1: Experience managing and implementing International development Projects (maximum 60 points)</p> <p><u>The page limit for the narrative description for this requirement is 5 pages.</u></p>
	<p>Using form TECH-4 "Bidder's Experience", the Bidder should provide a narrative description demonstrating its experience in managing and implementing International development Projects with a minimum value of \$2 million, in the following areas: (maximum 60 points)</p> <p>Points will be awarded for each element below in accordance with Rating Scale 1, unless otherwise stated.</p> <ul style="list-style-type: none"> i) Strengthening the capacity of national, sub-national or regional government organizations and their employees, including through the provision of Technical assistance, in accordance with a Project's expected results (multiplied by a factor of 3, up to 9 points). /9 ii) Engaging in outreach, and building networks and relationships with multiple Types of Stakeholders to accomplish expected outcomes of a Project (multiplied by a factor of 2, up to 6 points); /6 iii) Developing or implementing gender-sensitive legislation, policies, regulations or strategies (multiplied by a factor of 2, up to 6 points); /6 iv) Integrating efforts to empower women through enhanced participation and leadership (multiplied by a factor of 2, up to 6 points); /6 v) Integrating cross-cutting themes of environmental sustainability and inclusive governance (multiplied by a factor of 2, up to 6 points); /6 vi) Implementing Results-Based Management practices throughout Project design and implementation (multiplied by a factor of 2, up to 6 points); /6 vii) Responding to the needs of multiple Types of Stakeholders. Points will be awarded for each Type of Stakeholder demonstrated on a single Project, as follows (maximum of 9 points): /9 <ul style="list-style-type: none"> • Less than 2 Types of Stakeholders: 0 points • 2 or 3 Types of Stakeholders: 5 points • 4 or 5 Types of Stakeholders: 7 points • More than 5 Types of Stakeholders: 9 points viii) Implementing Projects that span multiple countries.

Rated Evaluation Criteria		Points
	<p>Points will be awarded for each Project demonstrated, up to a maximum of three (3) Projects (maximum of 6 points):</p> <ul style="list-style-type: none"> • Experience spans 2 countries or less: 0 points • Experience spans 3 to 5 countries: 1 point • Experience spans 6 or more countries: 2 points 	/6
	<p>ix) Working on Projects in Sub-Saharan Africa. Points will be awarded for each Project demonstrated, up to a maximum of two (2) Projects (maximum of 6 points):</p> <ul style="list-style-type: none"> • Less than 2 Developing countries in Sub-Saharan Africa (0 points); • 2 or 3 Developing countries in Sub-Saharan Africa (1 points); • 4 or 5 Developing countries in Sub-Saharan Africa (2 points); • More than 5 Developing countries in Sub-Saharan Africa (3 points). 	/6
R2	<p>Requirement 2: Experience developing and managing a rapid deployment mechanism or equivalent mechanism (maximum 60 points)</p> <p><u>The page limit for the narrative description of this requirement is 2 pages.</u></p>	

	Rated Evaluation Criteria	Points
R2.1	<p>Using form TECH-4 "Bidder's Experience", the Bidder should provide a narrative description of one (1) Project demonstrating its experience in developing and managing a rapid deployment mechanism or similar mechanism to the one described in Section 4 – Terms of Reference, where the Bidder managed a deployment budget of at least CAD \$1,000,000, in the following areas: (up to 55 points).</p> <p>Points will be awarded for each element below in accordance with Rating Scale 1, unless otherwise stated.</p> <ul style="list-style-type: none"> i) The deployment mechanism was operationalized in a Timely manner (multiplied by a factor of 3, up to 9 points); ii) Management and administration of all aspects of a rapid deployment mechanism that responded to a variety of needs from multiple requesting entities, including Technical assistance, study tours, knowledge exchanges or similar Capacity-building activities (multiplied by a factor of 3, up to 9 points); iii) Development and implementation of an outreach strategy that ensured awareness and promotion within the targeted beneficiaries to ensure appropriate demand in accordance with the project's objectives (multiplied by a factor of 2, up to 6 points); iv) Experience working with requesting entities to further define their needs in a Timely manner in order to determine the technical expertise required, and ensure gender equality considerations were taken into account (multiplied by a factor of 2, up to 6 points); v) Development and maintenance of a network of technical experts to ensure timely and cost-effective solicitation and deployment of technical experts (multiplied by a factor of 3, up to 9 points); vi) Provision of financial services, including administration, disbursement, monitoring and control of funds related to a rapid deployment mechanism (multiplied by a factor of 2, up to 6 points); and vii) Development and application of procedures to monitor deployed experts to ensure achievement of the Project's expected results, including performance reviews to ensure quality services and deliverables (multiplied by a factor of 2, up to 6 points). <p>2 additional points will be awarded if the deployment mechanism was implemented in five or more countries; and</p> <p>2 additional points will be awarded if the deployment mechanism was implemented in multiple countries including at least one in Sub-Saharan Africa.</p>	<p>/9</p> <p>/9</p> <p>/6</p> <p>/6</p> <p>/9</p> <p>/6</p> <p>/6</p> <p>/2</p> <p>/2</p>
R2.2	<p>The Bidder should provide one (1) written customer reference, signed by a senior representative of the client/funding agency, confirming the following for the proposed Project (up to 5 points):</p> <ul style="list-style-type: none"> i) The rapid deployment mechanism, or similar, was operationalized in a timely manner in accordance with approved project plans; ii) Technical experts were deployed in a timely manner, in accordance with approved service standards or project plans; iii) Technical experts deployed had the expertise required to successfully deliver expected results of the mandates; iv) Overall, the Project was successful in meeting expected results, in accordance with project plans. 	<p>/1</p> <p>/1</p> <p>/1</p> <p>/2</p>
R3	<p>Requirement 3: Experience in the field of climate change (Maximum 66 points)</p> <p><u>The page limit for the narrative description of this requirement is 3 pages.</u></p>	

Rated Evaluation Criteria		Points
	Using form TECH-4 " Bidder's Experience ", the Bidder should demonstrate its experience in the field of climate change.	
R3.1	<p>A) Experience with leading Climate change initiatives (up to 24 points):</p> <p>i) Duration of experience (maximum of 12 points)</p> <ul style="list-style-type: none"> • Less than 36 months (0 points); • From 36 to less than 48 months (4 points); • From 48 to less than 60 months (6 points); • From 60 to less than 72 months (8 points); • 72 months or more (10 points). <p>2 additional points will be awarded if at least 36 months or more of the experience was in Sub-Saharan Africa</p> <p>ii) Experience leading Climate change initiatives: (up to 12 points)</p> <ul style="list-style-type: none"> • Less than 2 initiatives (0 points); • 2 to 3 initiatives (5 points); • 4 to 6 initiatives (8 points); • 7 initiatives or more (10 points). <p>2 additional points will be awarded for 1 or more Climate change initiative in Sub-Saharan Africa</p> <p>B) Demonstrated experience in the following areas (up to 36 points):</p> <p>The Bidder should provide a narrative description demonstrating knowledge of the following areas, through experience performing a range of tasks such as but not limited to providing Technical assistance, research, outreach, policy advice, or development of climate related processes, strategies or tools.</p> <p>Points will be awarded for each area below in accordance with Rating Scale 1, multiplied by a factor of 2 (up to 6 points per area, 36 points in total):</p> <p>i) Building climate change capacity for the implementation of the Paris International Climate Agreement or related UNFCCC commitments;</p> <p>ii) Climate related renewable energy;</p> <p>iii) Climate related forestry;</p> <p>iv) Climate-resilient water resource management;</p> <p>v) Climate-resilient agriculture; and</p> <p>vi) Women's participation and leadership in climate action.</p>	<p>/10</p> <p>/2</p> <p>/10</p> <p>/2</p> <p>/6</p> <p>/6</p> <p>/6</p> <p>/6</p> <p>/6</p> <p>/6</p>
R3.2	<p>The Bidder should provide one (1) written customer reference, signed by a senior representative of the client/funding agency, confirming the following for the tasks demonstrated under R3.1B(up to 6 points):</p> <p>(i) The task(s) performed demonstrated relevant expertise in one of the six areas identified;</p> <p>(ii) The task(s) performed resulted in the achievement of the initiative's expected results, in line with agreed-upon expectations.</p>	<p>/2</p> <p>/4</p>
Sub-total – Bidder's experience		/186

	<p>The Bidder's proposed individuals must have acquired all professional experience within fifteen (15) years before the RFP Closing date. No points will be awarded for professional experience acquired outside this period.</p> <p>To be considered eligible, each Project/Assignment/Climate change initiative has to:</p> <ol style="list-style-type: none"> have a start date within the last fifteen (15) years at the RFP Closing Date; be at least seventy-five percent (75%) completed in terms of duration at the RFP Closing Date; <p>AND</p> <ol style="list-style-type: none"> be at least six (6) months in duration (unless otherwise stated). 	
R5	<p>Requirement 5: Project Director's experience (maximum 80 points)</p> <p><u>Page limit for the narrative description of this requirement is 7 pages.</u></p>	
	Using form TECH-6A " Curriculum Vitae for Proposed Personnel ", the Bidder should provide the CV of the proposed Project Director demonstrating the Project Director's experience.	
R5.1	<p>Education and Professional Development (maximum 8 points)</p> <p>i) Highest level of education completed (maximum 5 points):</p> <ul style="list-style-type: none"> • Undergraduate degree in an environment or climate change-related discipline (3 points) • Graduate degree in an environment or climate change-related discipline (5 points) <p>ii) Other education or Professional Development in environment or climate change-related disciplines, (1 point per completed other education or Professional Development, up to 3 points).</p>	<p>/5</p> <p>/3</p>
R5.2	<p>Experience leading Climate change initiatives (maximum 20 points)</p> <p>The Bidder should demonstrate that the proposed resource has experience leading Climate change initiatives.</p> <p>i) Duration of experience leading Climate change initiatives (maximum 6 points):</p> <ul style="list-style-type: none"> • Less than 36 months (0 points); • From 36 to less than 48 months (4 points); • From 48 to less than 60 months (5 points); and • 60 months or more (6 points). <p>ii) Depth of experience leading Climate change initiatives: (maximum 14 points)</p> <ul style="list-style-type: none"> • Experience spans less than 3 Climate change initiatives (0 points); • Experience spans 3 to 4 Climate change initiatives (4 points); • Experience spans 5 or more Climate change initiatives (7 points). <p>Up to 4 additional points will be given for experience leading Climate change initiatives in the following areas (1 initiative per area, up to a maximum of 4 initiatives):</p> <ul style="list-style-type: none"> • Building governance capacity related to the Paris International Climate Agreement or related UNFCCC commitments; • Climate-resilient water resources management or agriculture; • Climate-related renewable energy or forestry; • Leadership and empowerment of women as it pertains to the field of climate change. <p>Up to 3 additional points will be given for Climate change initiative(s) in a Sub-Saharan African country (1 point per initiative up to a maximum of 3 initiatives)</p>	<p>/6</p> <p>/7</p> <p>/4</p> <p>/3</p>

R6.2	<p>Experience</p> <p>The Bidder should demonstrate that the Project Manager has the following experience in project management with responsibilities similar to those described under Section 4 - Terms of Reference, Annex B - Specific Mandate of the Consultant, item 7.1.2 Project Manager (maximum 58 points).</p> <p>i) Duration of experience in project management (maximum 11 points):</p> <ul style="list-style-type: none"> • Less than 36 months (0 points); • From 36 months to less than 48 months (6 points); • From 48 months to less than 60 months (8 points); • From 60 months to less than 72 months (10 points); • More than 72 months (11 points). <p>ii) Depth of experience (maximum 13 points):</p> <ul style="list-style-type: none"> • Experience spans less than 3 Projects/Assignments/Climate change initiatives (0 points); • Experience spans 3 to 8 Projects/Assignments/Climate change initiatives (2 points); • Experience spans 9 to 12 Projects/Assignments/Climate change initiatives (3 points); • Experience spans 13 to 15 Projects/Assignments/Climate change initiatives (4 points); • Experience spans more than 15 Projects/Assignments/Climate change initiatives (5 points). <p>Up to 5 additional points will be given for Projects/Assignments Climate change initiatives related to International development (1 point per Project up to 5 points)</p> <p>3 additional points will be given for experience managing at least one (1) Project/Assignment/Climate change initiative in Sub-Saharan African country(ies).</p> <p>iii) Demonstrated experience of at least 36 months managing Projects/Assignments/Climate change initiatives with human resources dispersed in multiple Developing countries (maximum 12 points):</p> <ul style="list-style-type: none"> • Less than 36 months experience, or no dispersed resources (0 points) • Resources dispersed in 2 or 3 Developing countries (4 points) • Resources dispersed in 4 or 5 Developing countries (6 points) • Resources dispersed in 6 or more Developing countries (8 points) <p>4 additional points will be given if resources were dispersed in at least 3 Sub-Saharan African countries;</p> <p>iv) Experience using performance-based management procedures on at least 2 International development Projects/Assignments/Climate change initiatives (up to 9 points).</p> <ul style="list-style-type: none"> • Less than 2 Projects/Assignments/Climate change initiatives (0 points); • 2 Projects/Assignments/Climate change initiatives (2 points); • 3 Projects/Assignments/Climate change initiatives (4 points); • 4 or more Projects/Assignments/Climate change initiatives (6 points). <p>Up to 3 additional points will be given for demonstrated experience using DFATD's RBM framework (1 point per Project, maximum of 3 Projects)</p> <p>v) Experience managing Environmental sustainability Projects/Assignments/Climate change initiatives (maximum 10 points).</p> <ul style="list-style-type: none"> • Experience spans 1 Project/Assignment/Climate change initiative (2 points); 	<p>/11</p> <p>/5</p> <p>/3</p> <p>/8</p> <p>/4</p> <p>/6</p> <p>/3</p>
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	<ul style="list-style-type: none"> • Experience spans 2 Projects/Assignments/Climate change initiatives (5 points); • Experience spans 3 Projects/Assignments/Climate change initiatives (6 points); • Experience spans more than 4 Projects/Assignments/Climate change initiatives (7 points). <p>Up to 3 additional points will be awarded if any of these Projects/Assignments/Climate change initiatives are climate change Projects/Assignments/Climate change initiatives (2 points for 1 climate change Project/Assignments/Climate change initiatives; 3 points for 2 or more climate change Projects/Assignments/Climate change initiatives).</p> <p>vi) Experience with coordinating or consulting with stakeholders in Sub-Saharan African country(ies) (maximum 3 points):</p> <ul style="list-style-type: none"> • 1 point per Type of Stakeholder, up to 3 different Types of Stakeholders. 	<p>/7</p> <p>/3</p> <p>/3</p>
R6.3	<p>The Bidder should provide a narrative description demonstrating that the proposed resource has a minimum of five (5) years experience carrying out the project management functions in the context of managing multi-year International development Projects, similar to those described under Section 4 – Terms of Reference, Annex B – Specific Mandate of the Consultant, item 7.1.2 Project Manager (maximum of 48 points):</p> <p>Points will be awarded in accordance with Rating Scale 1.</p> <ul style="list-style-type: none"> i) Project design and planning, including but not limited to: consultation with stakeholders, preparation of Project implementation plans, standard operating procedures or similar, defining expected results, defining risks and mitigation strategies, strategy formulation, defining management structures and accountabilities, and setting budgets (multiplied by a factor of 3, up to 9 points). ii) Project implementation, including but not limited to: managing for results, ensuring the achievement of expected results, managing for risks, directing audits and evaluations, keeping initiatives on budget, and ongoing coordination and consultation with key Project stakeholders (multiplied by a factor of 3, up to 9 points). iii) Human resources management, including but not limited to: directing multi-disciplinary teams of advisors and experts, hiring, advising on performance management, monitoring and provision of oversight of services rendered by sub-contracted experts (multiplied by a factor of 2, up to 6 points). iv) Financial management, including but not limited to: setting budgets, approving payments/disbursements and financial reports, facilitating audits, overseeing expenditures and budget control mechanisms, and overseeing/managing Project financial accounting systems (multiplied by a factor of 2, up to 6 points). v) Procurement of services and expert recruitment, including but not limited to: developing and maintaining extensive networks and/or databases of experts/consultants, developing procurement plans, ensuring fair and transparent procurement processes, developing expert selection processes, mechanisms, guidelines, and developing TORs and budgets (multiplied by a factor of 2, up to 6 points). vi) Ensuring integration of cross-cutting themes, including but not limited to: analysis, strategy development, defining specific outcomes, outputs, activities and indicators, defining related risks, integration into budgets, and engaging appropriate expertise (multiplied by a factor of 2, up to 6 points). vii) Monitoring and reporting, including but not limited to: ongoing monitoring and review of performance by Project personnel, engaging external monitoring expertise, and preparation of results-based reports and workplans (multiplied by a factor of 2, up to 6 points). 	<p>/9</p> <p>/9</p> <p>/6</p> <p>/6</p> <p>/6</p> <p>/6</p> <p>/6</p>
R6.4	<p>The Bidder should provide one (1) written customer reference representative of the client/funding agency, confirming the following (up to 6 points):</p> <ul style="list-style-type: none"> (i) The proposed resource was successful in managing the project for results, in order to achieve expected outcomes in accordance with approved project plans (2 points); 	<p>/2</p>

	(ii) The proposed resource consistently submitted project deliverables on time and of good quality, in accordance with approved project plans (1 point);	/1
	(iii) The proposed resource provided effective financial management of the project, according to project plans and the approved budget (2 points);	/2
	(iv) The proposed resource managed human resources, including internal personnel and contracted resources, effectively (1 point).	/1
R7	Requirement 7: Gender Equality Advisor (up to 75 points)	
	<u>Page limit for the narrative description of this requirement is 6 pages</u>	
	Using form TECH-6A “ Curriculum Vitae for Proposed Personnel ”, the Bidder should provide the CV of the proposed Gender Equality Advisor demonstrating the Gender Equality Advisor’s experience.	
R7.1	Education and Professional Development (up to 8 points)	
	i) Highest level of education completed in a Relevant discipline in a Recognized education institution (maximum 5 points):	
	<ul style="list-style-type: none"> • Undergraduate degree or higher in any discipline (3 points); • Undergraduate degree or higher in Relevant disciplines (5 points). 	/5
	For the purpose of this criterion, “Relevant discipline” means gender and/or women’s studies, environment or climate change-related, social sciences (e.g. political science, anthropology, sociology, law, International development, international relations, public administration), business administration, applied sciences, economic, project management, or other comparable fields.	
	ii) Other education or Professional development in environment, climate change or gender equality-related disciplines (1 point per completed Professional development, up to 3 points).	/3
R7.2	Experience (up to 18 points)	
	Duration of experience providing gender equality-related technical advisory services in the context of International development (maximum 18 points):	
	<ul style="list-style-type: none"> • Less than 36 months (0 points); • 36 months to less than 48 months (7 points); • 48 months to less than 60 months (9 points); • 60 months to less than 72 months (15 points); • 72 months or more (18 points). 	/18
R7.3	The Bidder should provide a narrative description demonstrating that the proposed resource has a minimum of three (3) years experience working as a gender equality advisor and providing services similar to those described under Section 4 - Terms of Reference, Annex B - Specific Mandate of the Consultant, item 7.1.3 Gender Equality Advisor, in the context of International development Projects or programs (maximum 27 points):	
	Only Assignments that are at least two (2) months in duration will be considered for this criterion.	
	Points will be awarded in accordance with Rating Scale 1, unless otherwise specified.	
	i) Experience with providing input to Project or program design and planning, specifically participating in inception/design missions to Developing countries and preparing gender strategies (multiplied by a factor of 2, up to 6 points).	/6
	ii) Advising on the selection and monitoring of gender equality technical expertise to Developing countries (multiplied by a factor of 2, up to 6 points).	/6
	iii) Preparing, or ensuring the integration of GE considerations in, Project documents such as PIP, AWP, TORs and Workplans (multiplied by a factor of 2, up to 6 points).	/6

	<p>iv) Monitoring and reporting on the achievement of Project gender equality results, including through monitoring missions to Developing countries (multiplied by a factor of 2, up to 6 points).</p> <p>v) Coordinating or consulting with different Types of Stakeholders in a Developing country in relation to gender equality (1 point per Type of Stakeholder, up to a maximum of 3 points).</p>	<p>/6</p> <p>/3</p>
R7.4	<p>Gender equality experience in the field of climate change (maximum 22 points)</p> <p>Conducting research or analysis, providing policy advise and/or delivering Technical assistance in the following areas in the context of Gender Equality (up to 18 points):</p> <p>Points will be awarded for each area below in accordance with Rating Scale 1.</p> <p>i) Building climate change governance capacity for the development and/or implementation of policies, programs, strategies or mechanisms related to the Paris International Climate Agreement or related UNFCCC commitments;</p> <p>ii) Climate related renewable energy;</p> <p>iii) Climate related forestry;</p> <p>iv) Climate-resilient water resource management;</p> <p>v) Climate-resilient agriculture; and</p> <p>vi) Women’s participation and leadership in climate action.</p> <p>Up to 4 additional points will be given for demonstrated experience in the above areas in Sub-Saharan Africa (2 points per area, up to 2 areas)</p>	<p>/3</p> <p>/3</p> <p>/3</p> <p>/3</p> <p>/3</p> <p>/3</p> <p>/3</p> <p>/4</p>
R8	<p>Requirement 8: Climate Change Policy Advisor (up to 70 points)</p> <p><u>Page limit for the narrative description of this requirement is 5 pages</u></p>	
	<p>Using form TECH-6A “Curriculum Vitae for Proposed Personnel”, the Bidder should provide the CV of the proposed Climate Change Policy Advisor’s demonstrating the Climate Change Policy Advisor’s experience.</p>	
R8.1	<p>Education (maximum 8 points)</p> <p>i) Highest level of education completed (maximum 5 points):</p> <ul style="list-style-type: none"> • Undergraduate Degree or higher in any discipline (2 points) • Undergraduate Degree or higher in an environment- or climate-related discipline (5 points) <p>ii) Other education or Professional development in climate change or environment-related disciplines (1 point per completed Professional development, up to 3 points).</p>	<p>/5</p> <p>/3</p>
R8.2	<p>Experience (maximum 14 points)</p> <p>i) Duration of experience providing climate-related technical advisory services, in the context of International development (maximum 14 points):</p> <ul style="list-style-type: none"> • Less than 36 months (0 points); • From 36 months to less than 48 months (8 points); • From 48 months to less than 60 months (12 points); • More than 60 months (14 points) 	<p>/14</p>
R8.3	<p>The Bidder should provide a narrative description demonstrating that the proposed resource has a minimum of three (3) years experience working as a climate change advisor and providing services similar to those described under Section 4 - Terms of Reference, Annex B</p>	

	<p>- Specific Mandate of the Consultant, item 7.1.4 Climate Change Policy Advisor, in the context of International development Projects or programs (maximum of 27 points):</p> <p>Only Assignments that are at least two (2) months in duration will be considered for this criterion.</p> <p>Points will be awarded in accordance with Rating Scale 1, unless otherwise indicated.</p> <ul style="list-style-type: none"> i) Experience providing input to Project or program design and planning, specifically participating in inception/design missions to Developing countries (multiplied by a factor of 2, up to 6 points). ii) Advising on the selection and/or monitoring of climate-related technical expertise to Developing countries (multiplied by a factor of 2, up to 6 points). iii) Reviewing and providing climate-related Technical assessment of Project documents such as PIP, AWP, TORs and Workplans (multiplied by a factor of 2, up to 6 points). iv) Monitoring and reporting on the achievement of climate-related results, including through monitoring mission to Developing countries (multiplied by a factor of 2, up to 6 points). v) Coordinating or consulting with different Types of Stakeholders in a Developing country in relation to Climate Change (1 point per Type of Stakeholder, up to 3 points). 	<p>/6</p> <p>/6</p> <p>/6</p> <p>/6</p> <p>/3</p>
R8.4	<p>Climate policy/governance experience, including but not limited to conducting research or analysis, providing policy advise and/or delivering Technical assistance specific to the following (maximum 21 points):</p> <p>Points will be awarded in accordance with Rating Scale 1.</p> <ul style="list-style-type: none"> i) Nationally Determined Contributions or other climate-related frameworks, laws, procedures, policies (multiplied by a factor of 2, up to 6 points) ii) National GHG Inventories (multiplied by a factor of 2, up to 6 points) iii) National Communications iv) Internationally Transferred Mitigation Outcomes (ITMOs/emissions trading systems) v) Measurement, Reporting, and Verification (MRV)/ Enhanced Transparency Framework Modalities, Procedures, and Guidelines (ETF MPG). 	<p>/6</p> <p>/6</p> <p>/3</p> <p>/3</p> <p>/3</p>
	Sub-total Proposed Personnel	/343
	Total Technical Component	/700
	Passing Mark (60%)	/420

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

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

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CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES

between

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

and

<Name of the Consultant>

<Address of the Consultant>

in relation to

<Name of the Project>

A. Contract

TIME-BASED

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

OR

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

The following form an integral part of this Contract:

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

Annex A: Basis of Payment

Annex B: Terms of Reference

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

I. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association; or
 - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; or
 - (iii) a credit union as defined in paragraph 137 (6) b) of the *Income Tax Act*; or
 - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - (v) Canada Post Corporation.
- (c) **“Canada”** means Her Majesty the Queen in right of Canada as represented by the Minister for International Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister for International Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;
- (d) **“Consultant”** means the person or entity or in the case of a consortium or joint venture, the Member whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
- (e) **“Contract”** means the written agreement between the Parties, which includes these GCs, and SCs, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (f) **“Contracting Authority”** means the DFATD Representative responsible for the administration of the Contract. The Contracting Authority is the only authority to sign contract amendments. The Contracting Authority for this Contract is specified in the SC.
- (g) **“Contractor”** means an entity, or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific Services that the Consultant is required to provide under the Contract. The Contractor is not part of the Personnel.
- (h) **“Day”** means calendar day, unless otherwise specified.
- (i) **“DFATD Representative”** means an officer or employee of DFATD who is designated to perform the DFATD representative functions under the Contract.
- (j) **“Fees”** means an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (k) **“GC”** means these General Conditions of Contract.
- (l) **“Integrity Regime”** consists of:
 - (i) The *Ineligibility and Suspension Policy* (the Policy);
 - (ii) Any directives issued further to the Policy; and
 - (iii) Any clauses used in instruments relating to contracts.
- (m) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
 - (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
 - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
 - (iii) up to a maximum dollar amount specified; and
 - (iv) on sight, on first request by DFATD to the bank and without question.

- (n) **“Licensed professional”** is an individual who is licensed by a Canadian authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other profession.
- (o) **“Local Professional”** means Personnel engaged in the Recipient Country by the Consultant for the provision of Services under the Contract; who is a citizen or permanent resident of the Recipient Country, and who has specific professional/ technical expertise in a field of work, excluding those defined as Local Support Staff.
- (p) **“Local Support Staff”** means, unless otherwise specified in the SC, the following positions in the Recipient Country:
- (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard;
 - (iv) Gardener.
- (q) **“Member”** means any of the persons or entities that make up the consortium or joint venture; and **“Members”** means all these persons or entities.
- (r) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to the contract. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (s) **“Minister”** means the Minister for International Development and includes the Minister's successors, deputies and any lawfully authorized officers representing the Minister for the purpose of this Contract.
- (t) **“National Joint Council Travel Directive and Special Travel Authorities”** mean the directives that govern travelling on Canadian Government business. These directives can be found at <http://www.njc-cnrm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (u) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“Personnel”** means an employee and/or Sub-consultant of the Consultant (except Local Support Staff) assigned to perform professional, technical and/or administrative services under the Contract.
- (w) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
- (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
 - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
 - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
 - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
 - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (x) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the SC.
- (y) **“Reimbursable Expenses”** means the out-of-pocket expenses, which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (z) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.

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

1.2 Relationship Between the Parties	1.2.1	This is a Contract for the performance of Services for the benefit of the Recipient Country. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between DFATD and the Consultant. The Consultant is engaged by DFATD under the Contract as an independent Consultant for the sole purpose of providing the Services for the benefit of the Recipient Country. The Consultant, its Personnel, Contractors and Local Support Staff are not engaged under the contract as employees, servants, partners or agents of DFATD and must not represent themselves as an agent or representative of DFATD to anyone. The Consultant is solely responsible for any and all payments, deductions and/or remittances required by law in relation to its Personnel, Contractors and Local Support Staff.
1.3 Law Governing the Contract, permits licenses, etc.	1.3.1	The contract must be interpreted and governed and the relations between the parties determined by the laws in force in the Canadian province specified in the SC. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
	1.3.2	The Consultant must obtain and maintain at its own cost all permits, license, regulatory approvals and certificates required to perform the Services. If requested by the Contracting Authority, the Consultant must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.
1.4 Headings	1.4.1	The headings will not limit, alter or affect the meaning of this Contract.
1.5 Priority of Documents	1.5.1	If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list. <ul style="list-style-type: none"> (a) Special Conditions of Contract (SC); (b) General Conditions of Contract (GC); (c) Annex A: Basis of Payment (d) Annex B: Terms of Reference (e) Annex C: Security Requirements Check List (if applicable); and (f) The Consultant's Proposal.
1.6 Notices	1.6.1	Where in the Contract any notice, request, direction or other communication is required to be given or made by either Party, it will be in writing and is effective if delivered in person, by courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be addressed to the Party for whom it is intended at the address specified in the SC. Any notice will be effective on the day it is received at that address. The address of either Party may be changed by notice in the manner set out in this GC.
1.7 Location	1.7.1	The Services will be performed at the locations specified in Annex B, Terms of Reference, and, where the location of a particular task is not so specified, at such locations as DFATD may specify and/or approve.
1.8 Authority of Member in Charge	1.8.1	If the Consultant consists of a consortium or joint venture, the Members authorize the entity specified in the SC (i.e. the Member in charge) to act on their behalf in exercising all the Consultant's rights and obligations towards DFATD under this Contract, including without limitation, the receiving of instructions and payments from DFATD.
1.9 DFATD Authorities	1.9.1	Only the Contracting and Technical Authorities specified in the SC are authorized to take any action or execute any documents on behalf of DFATD under this Contract.
1.10 Successors and Assigns	1.10.1	The Contract will enure to the benefit of and be binding upon the Parties and their lawful heirs, executors, administrators, successors and permitted assigns.
1.11 Certifications provided in the Proposal	1.11.1	Ongoing compliance with the certifications provided by the Consultant in its proposal is a condition of the Contract and subject to verification by DFATD during the entire period of Contract.
	1.11.2	If the Consultant does not comply with any certification included in its proposal, or if it is found that the Consultant has omitted to declare, prior to entering into this Contract or during the period of Contract, any conviction or sanction, or if it is determined that any certification made by the Consultant in its Proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to the GC 2.8, to terminate the Contract.
	1.11.3	The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "Federal Contractors Program Limited Eligibility to Bid" list. The

imposition of such a sanction by ESDC will constitute the Consultant in default as per the terms of the Contract.

**1.12
Integrity
Provisions**

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

**1.13
Conflict of
Interest**

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

**1.14
Translation of
Documentation**

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

**1.15
Severability**

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effective date of Contract** 2.1.1 The effective date of this Contract is the most recent date upon which the Contract was executed on behalf of DFATD and the Consultant.
- 2.2 Period of Contract** 2.2.1 The period of Contract is established in the SC.
- 2.3 Amendment and Waiver** 2.3.1 Any changes to the Services (with the exception of changes to the output level), value or period of Contract, modifications to any terms and conditions of the Contract, or to the logic model at the intermediate outcome level or higher will only be valid if effected by means of a written amendment to the Contract executed by the Parties on a document entitled "Amendment".
- 2.3.2 A waiver of any condition or right of the Contract by a Party is only valid if it is made in writing by the Contracting Authority or by a duly authorized representative of the Consultant
- 2.3.3 A waiver of any condition or right of the Contract will not prevent a Party from enforcing that right or condition in the case of a subsequent breach.
- 2.4 Contract Approvals** 2.4.1 Acceptance of Plans and Reports
- The Consultant will provide the Technical Authority with the plans and reports detailed in Annex B, Terms of Reference, for approval within the established timeframe.
- 2.4.2 Delays Related to Approval
- (a) The Technical Authority may request modifications to the plans and reports, Contract Change Forms, Project Change Forms through a notice as described in GC 1.6.
- (b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within 20 working days.
- Contract Change Form** 2.4.3 The types of changes to the contract detailed below must be approved by the Technical Authority through a Contract Change Form:
- (a) The addition of a new position or a change in an existing position's description or level (in terms of qualifications and experience), or the replacement of Personnel with an individual with lower qualification as described in the GC 4.4.
- (b) Any Fees related to the addition of a position or modification of Fees related to a change in a position, or replacement of Personnel as described under (a). The Fees for replacement of Personnel with lower qualifications must be adjusted downward.
- Fees are subject to verification and negotiation, if required, in accordance with the Consultant's procurement plan and/or DFATD's Guide for Rate Validation. In addition, Fees for local Professionals and Local Support Staff are subject to negotiation and must not exceed local market rates.
- (c) Changes to the titles of the outputs or immediate outcomes identified in the logic model and changes to the descriptions of the outputs (if applicable) in Annex B, Terms of Reference.
- (d) Reallocation of funds between the categories Fees, overseas costs for Personnel on long-term assignment and Reimbursable Expenses as established in Annex A, Basis of Payment.
- Changes become effective and amend the Contract on the date of the Technical Authority's approval of the Contract Change Form. Such changes will eventually be included in a subsequent amendment.
- Project Change Form and Annual Work plan** 2.4.4 The types of changes to the Contract detailed below must be approved by the Technical Authority through a Project Change Form or annual work plan as the case may be:
- (a) Replacement of any member of the Personnel assigned to an existing position(s) with a substitute with equivalent or better qualifications and experience or initial staffing of an individual to an existing position. Fees related to an existing position must remain unchanged. The overseas costs

associated to the position(s) for the Personnel on long-term assignment must remain unchanged;

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

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

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

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

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

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

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

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

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

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

2.6.4

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

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

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

**2.7
Suspension of
Services**

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

Days, the Contracting Authority will either cancel the order or terminate the Contract, in whole or in part, under the GC 2.8 or 2.9.

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

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

**2.8
Termination
due to default
of Consultant**

2.8.1 Except in situations identified in the GC 2.6.1, if the Consultant is in default of carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the Contracting Authority within that cure period. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice.

2.8.2 If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.

2.8.3 If DFATD gives notice under the GC 2.8.1 or 2.8.2, the Consultant will have no claim for further payment except as provided under GC 2.8. The Consultant will be liable to DFATD for all losses and damages suffered by DFATD because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by DFATD in procuring the Services from another source. The Consultant agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.

2.8.4 Upon termination of the Contract under this GC 2.8, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. In such case, subject to the deduction of any claim that DFATD may have against the Consultant arising under the Contract or out of the termination, DFATD will pay or credit to the Consultant:

- (a) the value of the Fees and overseas costs for Personnel on long-term assignment for all completed parts of the Services performed and accepted by DFATD in accordance with the Contract;
- (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted by DFATD prior to the date of the termination notice; and
- (c) any other allowable Reimbursable Expenses that DFATD considers reasonable in respect to anything else delivered to and accepted by DFATD.

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

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

**2.9
Termination
for
Convenience**

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

2.9.2 If a termination notice is given pursuant to the GC 2.9.1, the Consultant will be entitled to be paid for costs that have been reasonably and properly incurred to perform the

Contract to the extent that the Consultant has not already been paid or reimbursed by DFATD. The Consultant will be paid:

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

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

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

2.10 Cessation of Rights and Obligations

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

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

2.11 Assignment of Contract

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General Standard of Performance

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

Warranty by Consultant

3.1.2

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

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

Evaluation of Performance

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

3.2 Confidentiality and privacy

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

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

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

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

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

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

3.3 Insurance to Be Acquired by the Consultant

- Insurance Specified by DFATD*** 3.3.1 The Consultant must acquire and maintain insurance specified in the SC at its own cost. Such insurance must be in place within 10 Days from the signature of the Contract for the duration of the period of the Contract as established in the GC 2.2.
- Additional Insurance*** 3.3.2 The Consultant is responsible for deciding if insurance coverage other than that specified in the SC is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Consultant's own expense, and for its own benefit and protection.
- Insurance Certificates*** 3.3.3 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, the proof of insurance in the form of a certificate or certificates confirming that the insurance is in force.
- Litigation*** 3.3.4 In the event that DFATD is enjoined in any litigation arising from any claims, the Consultant must, within 10 Days of a request from DFATD, provide certified true copies of all applicable insurance policies to the Contracting Authority.
- No Waiver*** 3.3.5 Compliance with the insurance requirements does not relieve the Consultant from or reduce its liability under any other provisions set forth under the Contract.
- 3.4 Security Requirements** 3.4.1 The security requirements associated with this Contract, if any, are specified in Annex C, Security Requirement Checklist (SRCL) and in the SC.
- Consultant's Responsibility to safety and protection of Personnel and Sub-consultants*** 3.4.2 **Obligations Related to Security**
- (a) The Consultant is responsible to ensure its own security and the security of its Personnel. DFATD assumes no responsibility for their security.
 - (b) The Consultant recognizes that work involved in this Project could expose it and its Personnel to serious risks of injury and/or death.
 - (c) The Consultant is responsible to fully and openly disclose to its Personnel the inherent risks of the Project.
 - (d) The Consultant is also responsible to keep itself and its Personnel informed of any «Travel Advice and Advisories» issued by the Government of Canada.
- The security provisions applicable to Afghanistan contracts are specified in the SC.
- 3.4.3 **Security Measures**
- (a) Except for Afghanistan contracts, it is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. If the Consultant determines that a security plan is necessary, the Consultant will develop, adapt and implement a security plan based on international best practices in this area, taking the following into consideration:
 - i. Security related issues and challenges in general, and within the Project area;
 - ii. Local customs, laws and regulations;
 - iii. Restrictions and protocols for movement in the Project area, where applicable;
 - iv. Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required;
 - v. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.);
 - vi. Evacuation, including emergency medical evacuation, procedures;
 - vii. Abduction/Missing person protocol(s); and
 - viii. Processes for security awareness updates, as required.
 - (b) The security provisions applicable to Afghanistan contracts are specified in the SC.
- For all contracts:**
- (c) The Consultant should also put in place for itself and its Personnel, but not limited to, the following:
 - i. Hospitalization and medical treatment arrangements;

- ii. Mortuary affairs arrangements;
- iii. Procedures for expected conduct and discipline;
- iv. Health and safety protocols as well as insurance requirements; and
- v. Critical incident management procedures, which should be in accordance with the Consultant's internal policies and harmonized, where practicable, with the Canadian Embassy consular procedures.

3.4.4 Personnel

For the purposes of the GC 3.4 the term "Personnel" includes:

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

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

3.4.5 Sub-consultants and Contractors

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

3.5 Initial Visit and Audit

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

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

3.6 Authorization to Continue

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

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

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

3.7 Ownership of Intellectual and Other Property Including Copyright

Definitions

3.7.1 The following definitions apply to this GC.

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

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

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

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

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

3.7.3 Assignment of rights in lieu of a licence

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

Her Majesty

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

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

- (a) to do the acts reserved to the owner by the applicable national law, or the acts reserved to the owner by the applicable law in Canada if there is no national law; and
 - (b) to grant a sub-licence to any person, free of charge and royalty-free, authorizing the sub- licensee to do any or all of the acts mentioned in paragraph (a).
- 3.7.5 Assignment of rights in any work created under the contract that serve to define or manage the assistance project

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

Licence for works created outside the Contract

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

Moral rights

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

Ownership symbol and public recognition

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

Transfer of Obligations

- 3.7.9 Transfer of Obligations to Employed Creators

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

- 3.7.10 Transfer of Obligations to Any Contractual Network of the Consultant

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

Description of works

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

any sub-contractor. The Consultant is responsible for the accuracy of the description.

Copies to be delivered

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

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

- 3.7.13 Certification regarding Clearance of Rights

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

- 3.7.14 Warranty regarding Non Infringement of Rights

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

- 3.7.15 Certification of Compliance

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

3.8 Intellectual Property Infringement and Royalties

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

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

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

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

3.9 Liability

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

3.10 Equipment, Vehicles and Materials

Equipment, Vehicles and Materials Furnished by DFATD

3.10.1

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

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

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

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

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

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

- 3.10.4 At the time of submission of the final report, or as required at any other time, the Consultant will make available to DFATD an inventory of such equipment, vehicles and materials along with a plan for disposal, and will at no cost transfer such equipment and materials to the Recipient Country or another entity following DFATD's approval of the disposal plan.
- 3.11 Use of DFATD/ Recipient Country property, facilities and electronic media**
- 3.11.1 The Consultant must not use any of the goods, materials, equipment, facilities, furnishings or vehicles of DFATD, or the Recipient Country, including photocopiers, typewriters, computers and word processors for rendering any part of the Services, mandate or functions described in the Contract, unless previously agreed to in writing by the DFATD Representative. If use is authorized, the Consultant agrees to return these items and to reimburse DFATD, or the Recipient Country for missing or damaged items. When authorized to use DFATD electronic media, it is strictly for approved Contract activities. DFATD reserves the right to impose sanctions, including Contract termination, in accordance with the GC 2.8, for any improper use of electronic media.
- 3.12 Public Recognition**
- 3.12.1 In consultation with DFATD, the Consultant must ensure visibility and provide public recognition of Canada's support to the Project in publications, speeches, press releases, websites, social media or other communication material. This must be done in a manner compliant with Canada's Federal Identity Program.
- 3.12.2 The Consultant must plan for, and report on its public recognition activities in accordance with the reporting requirements of the Contract. The Consultant must supply DFATD with a copy of any written or electronic material acknowledging DFATD's support or information on their public recognition activities. DFATD may provide content and input into any supporting communication material.
- 3.12.3 The Consultant must provide at least fifteen (15) days advance notice to DFATD, unless otherwise agreed upon, of any planned initial public announcement of Canada's support. Prior to the initial announcement or until such time that DFATD publishes the Project in the public domain, communications activities must be limited to routine communications associated with Project implementation. DFATD will have the right to make the initial public announcement or participate in any official ceremony, public event or announcement made by the Consultant.
- 3.12.4 All public materials issued jointly by DFATD and the Consultant must be judged acceptable by both Parties and will be made available in both English and French.
- 3.12.5 After consultation, DFATD or the Consultant may request to cease all public recognition activities inter alia for security, programming or other compelling reasons. DFATD and the Consultant will consult each other to determine when the public recognition activities may resume.
- 3.13 Economic Sanctions and Other Trade Controls**
- 3.13.1 The Consultant agrees that funding for the purposes of the Contract will not be knowingly used, either directly or indirectly, in a manner that contravenes economic sanctions imposed by Canada and enforced by regulations under the *United Nations Act* (R.S.C. (1985), c. U-2); the *Special Economic Measures Act* (S.C. (1992), c. 17); the *Justice for Victims of Corrupt Foreign Officials Act* (S.C. (2017), c. 21) as they are amended from time to time, or for activities that would contravene the provisions of the *Export and Import Permits Act*, (R.S.C. (1985), c. E-19). Information on Canadian sanctions and export and import controls can be found at the following links:
- https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng
- https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/types.aspx?lang=eng
- <https://www.international.gc.ca/controls-contrôles/index.aspx?lang=eng>
- 3.13.2 The Consultant will consult the above links to be aware of the foreign governments, persons and activities subject to economic sanctions and other trade controls during the period of the Contract.
- 3.13.3 The Consultant will comply with the legislations and regulations related to economic sanctions and other trade controls, and with any modifications made to them, during the period of the Contract, and will require such compliance by its Personnel, Local Support Staff and Contractor(s).
- 3.13.4 The Consultant will notify the Department immediately if it is unable to complete the Contract as a result of sanctions or other trade controls. The Consultant agrees that if it does not comply with this Article, the Department will determine an appropriate course of action, including the suspension or termination of the Contract.
- 3.13.5 The Consultant will include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Contract.

**3.14
Managing for
Results**

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

4. CONSULTANTS' PERSONNEL

**4.1
General**

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

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

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

**4.3
Language
Requirements**

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

**4.4
Replacement of
Personnel**

*New Position,
Changes in
Position
Description or
Level of an
Existing
Position or
initial staffing
of existing
position*

- 4.4.1 The Consultant may propose a new position or a change the position description or the level (in terms of qualification and experience) of an existing position. The Consultant must submit to DFATD for its approval a detailed position description for the position, the curriculum vitae of the proposed individual, a written detailed justification as well as a rate justification for the request using a Contract Change Form.
- 4.4.2 Where applicable, a Project Change Form must be used by the Consultant to propose an individual for an existing position that was not previously staffed. The Consultant must submit the curriculum vitae of the proposed individual to DFATD for its approval.

**Existing
Position -
Replacement of
Personnel**

4.4.3 The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position unless the Consultant is unable to do so for reasons beyond its control and that the Consultant's performance of the Services under the Contract will not be affected. For the purpose of this GC 4.4.3, the following reasons are considered as beyond the Consultant's control: long-term/permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD's request and will be verified and considered for acceptance at DFATD's sole discretion. If such replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual using a Project Change Form as indicated in the GC 2.4.4. The proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to replace a member of its Personnel with an individual with equivalent or better qualification than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated in accordance with the GC 2.4.3.

4.4.4 Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s).

**4.5
Harassment in
the workplace**

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

**4.6
Improper
conduct or
abandonment
of position**

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

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

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

5. OBLIGATIONS OF DFATD

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

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

**5.2
Method of
Payment**

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

6. PAYMENTS TO THE CONSULTANT

**6.1
Contract
Amount and
Limitation of
Expenditure**

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

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

whichever comes first.

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

Taxes

- 6.1.5 The giving of any notification by the Consultant pursuant to GC 6.1.4 will not increase DFATD's liability over the contract amount.
- 6.1.6 **Applicable Taxes**
- Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes is not included in the maximum Contract amount specified in the GC 6.1.1. The estimated amount of Applicable Taxes is specified in the SC. Applicable Taxes will be paid by DFATD as provided in GC 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 6.1.7 The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 6.1.8 **Applicable Taxes included in the cost of Services:**
- Notwithstanding any other terms and conditions of the Contract, the Consultant acknowledges that the Fees, prices and costs specified in the Contract:
- (a) Take into account the Applicable Taxes, municipal taxes and provincial sales tax, if any, that the Consultant must pay on the goods and services that the Consultant procures to provide the Services stipulated in this Contract, less the Applicable Taxes and provincial sales tax credits and rebates to which the Consultant is entitled;
 - (b) Do not take into account the Applicable Taxes that DFATD will remit to the Consultant and that the Consultant must collect from DFATD pursuant to the *Excise Tax Act* (R.S.C., 1985, c. E-15), as prescribed in the GC 6.1.6 and specified in accordance with the terms and conditions stipulated below.
- 6.1.9 For the purposes of applying the GC 6.1.6, the amount of Applicable Taxes, if any, must be indicated separately on requisitions for payment, financial reports or other documents of a similar nature that the Consultant submits to DFATD. All items that are zero-rated, exempt or to which these Applicable Taxes do not apply, must be identified as such on all invoices.
- 6.1.10 **Tax Withholding**

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

6.2 Basis of Payment

- 6.2.1 Subject to the Contract amount specified in the GC 6.1.1 and in accordance with Annex A, Basis of Payment, DFATD will pay to the Consultant:
- (a) Fees of the Personnel as set forth in the GC 6.2.2 and 6.2.3;
 - (b) Overseas costs for Personnel on long-term assignment (Personnel assigned to the project in the Recipient Country for 12 or more consecutive months) as set forth in the GC 6.2.5; and
 - (c) Reimbursable Expenses at cost without mark-up as set forth in the GC 6.2.7.
- 6.2.2 Payment for the Personnel must be determined on the basis of time actually worked by such Personnel in the performance of Services, after the date determined in accordance with the GC 2.1 at the Fees referred to in Annex A, Basis of Payment and as specified in the GC 6.3. A detailed basis of payment is provided in Annex A.
- 6.2.3 The Fees referred to under the GC 6.2.2 above will include:
- (a) For the Personnel based in Canada or on short-term assignment in the Recipient Country (less than 12 consecutive months), the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC in Canada up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.
 - (b) For Personnel on long-term assignment in the Recipient Country (12 consecutive months or more), the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit. The time chargeable is limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.
 - (c) For Local Professionals, the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.
- 6.2.4 The Fees stated in the GC 6.2.3 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed will be determined and approved by DFATD on the basis of the points of origin and destination.
- 6.2.5 For Personnel on long-term assignment in the Recipient Country (12 consecutive months or more):
- 6.2.5.1 a monthly rate per year inclusive of housing; basic utilities; and other expenses;
 - 6.2.5.2 the total cost of relocation including a firm cost for mobilization and demobilization.
- 6.2.6 If specified in the SC, the Consultant may apply an administrative mark-up on Fees of Sub-consultants and costs of Contractors as detailed in the SC.
- 6.2.7 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses :

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

- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive, (the “Directive”) and the Special Travel Authorities Directive (the “Special Directive”), which take precedence over the Directive:
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, whenever possible, the services of Canadian carriers. The Consultant must endeavour to

obtain the lowest possible airfare, such as by booking the reservation as soon as possible. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant must be able to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes must be documented in the Consultant's project file;

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

- (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of Contractor(s) and Personnel, related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan);
- (k) actual and Reasonable Costs of the Contractor(s), who may be contracted to perform part of the services described in Annex B, Terms of Reference, including labour and materials; and
- (l) any other reasonable expenses which are not considered to be Fees, overseas costs for Personnel on long-term assignment, overhead or direct costs and that are not included in the above categories, that are specified in the SC and required to carry out the project.

**6.3
Provisions for
Multi-year
Contracts**

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

**6.4
Currency of
Payment**

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

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

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

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

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

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

Failure on the part of the Consultant to maintain the ISLC will constitute an event of default under the Contract.
- 6.5.2 An ISLC must be in Canadian dollars.
- 6.5.3 An ISLC and amendments to an ISLC submitted by the Consultant must be sent to the Technical Authority. The ISLC itself must clearly indicate the following information: the Bank's reference number; the Bank's name and address; the date of issue; the expiry date; the name and address of the Consultant; the name of the payee: **Receiver General of Canada Attn: DFATD Branch name and address indicated in the SC 1.6.1**; the Purchase order number (PO); the project name and number; name of the Technical Authority; the face amount of the letter

of credit; 'Payable in demand' or 'Payable at sight'; a provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 600; a provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable); a provision for the renewal of the letter of credit (where applicable).

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

6.6 Advances

6.6.1 A detailed list of expenses eligible for advance, if any, is specified in the SC.

6.6.2 No advance will be made until DFATD receives and approves a formal request for advance acceptable to DFATD in form and content covering a period not exceeding three (3) months, clearly indicating amounts required and including a forecast of estimated costs and any other information required by DFATD.

6.6.3 The Consultant must maintain records of all funds received and costs incurred and must submit to DFATD a statement of advances received and funds disbursed, acceptable to DFATD in form and content, at least once every three (3) months.

6.6.4 The Consultant must account for each advance payment, and each advance or any portion of advance must be recovered from the expenses for which the advances are made and will be deducted by DFATD starting from the first statement produced by the Consultant for these expenses until each advance is completely reimbursed. However, if the amount of an advance is in excess of the expenses incurred for which the advance was authorized the difference will be deducted out of any money payable by DFATD to the Consultant.

6.6.5 The Consultant must maintain an interest bearing account whenever possible into which the Consultant must deposit, apart from all other funds of the Consultant, all advances made by DFATD to the Consultant under this Contract. Any and all interest earned may be utilized for project purposes only at the end of the project if approved in advance by DFATD.

6.6.6 Where an advance payment has been made to the Consultant which, in the opinion of DFATD, is no longer required by the Consultant for the purposes of the Contract, the Consultant must upon first demand from DFATD, return to DFATD such advance payment or any unliquidated portion together with any incidental interest earned.

6.6.7 For the purposes of the GC 6.6.6, incidental interest earned means the amount of interest earned by the Consultant on the advance payment.

6.7 Mode of Billing and Payment

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

6.7.1 Subject to the GC 6.7.2 through 6.7.7, DFATD will pay the Consultant, not more often than once per month, the Fees, overseas costs for Personnel on long-term assignment and Reimbursable Expenses outlined in the GC 6.2 paid by the Consultant during the previous month.

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

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

6.7.4 Within 15 Days of the receipt of the documentation required under the GC 6.7.2, DFATD will notify the Consultant, in writing, when any or a combination of the following situations occur:

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

6.7.5 Any Fees, overseas costs for Personnel on long-term assignment or Reimbursable Expenses paid by the Consultant which are the subject of the notification in the GC 6.7.4 will be excluded for the purposes of payment under the GC 6.7.1 until the Fees, overseas costs for Personnel on long-term assignment or Reimbursable Expenses have been accepted by DFATD.

- 6.7.6 Subject to the GC 6.7.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the GC 6.7.2.
- 6.7.7 With the exception of the final payment under the GC 6.8, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations under the Contract. DFATD will have the right to reject any Services that are not in accordance with the requirements of the Contract and require correction or replacement of such Services at the Consultant's expense.
- 6.8 Final Payment**
- 6.8.1 When it has been established to DFATD's satisfaction that the Consultant has performed, furnished or delivered all Services required under the Contract, and upon receipt of the certificate stating that all the Consultant's financial obligations to the Personnel, Local Support Staff or Contractor(s) have been fully discharged, DFATD will pay the balance due against the Contract.
- 6.9 Right of Set-Off**
- 6.9.1 Without restricting any right of set-off given or implied by law or by any provision of the Contract or any other agreement between DFATD and the Consultant, DFATD may set off against any amount payable to the Consultant by DFATD under the Contract, or under any other contract. DFATD may, when making a payment pursuant to the Contract, deduct from the amount payable to the Consultant any such amount payable to DFATD by the Consultant which, by virtue of the right of set-off, may be retained by DFATD.
- 6.10 Interest on Overdue Accounts**
- 6.10.1 In this GC:
- (a) "amount due and payable" means an amount payable by DFATD to the Consultant in accordance with the GC 6.2;
 - (b) "overdue amount" means an amount due and payable which has not been paid within 30 Days following the date upon which the invoice and statement documentation specified in the GC 6.7.2 has been received by DFATD;
 - (c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (d) "bank rate" means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and
 - (e) "due date" means 30 Days after receipt of the invoice and statement documentation specified in the GC 6.7.2.
- 6.10.2 DFATD will pay at the Consultant's request, simple interest at the bank rate plus 3 percent on any amount overdue.
- 6.10.3 Interest will not be payable on advance payments.
- 6.10.4 Interest will only be paid when DFATD is responsible for the delay in paying the Consultant.
- 6.11 Debts left in the Recipient Country**
- 6.11.1 If the Consultant, and/or a member of its Personnel and/ or a Contractor(s) leave the Recipient Country without discharging a debt legally contracted there, DFATD may, after giving written notice to the Consultant and conferring with the Consultant in this matter, apply any money payable to the Consultant under the Contract toward the liquidation of the debt in question.

7. COMPLAINT MECHANISM AND SETTLEMENT OF DISPUTES

- 7.1 Alternate dispute resolution**
- 7.1.1 The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle (for DFATD, the Technical and Contracting Authorities). If an agreement is not reached, the [Internal Review Mechanism \(IRM\)](#) is available to facilitate dispute resolution. The Consultant may submit its complaint using the [IRM Enquiry Form](#). In the event that no settlement is reached through this process, 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 Works and Government Services Act* to resolve a dispute between the parties respecting the interpretation or application of a term or conditions in this contract; and
 - (b) Agrees that this provision shall, for purposes of Section 23 of the *Procurement Ombudsman Regulations*, constitute such party's agreement to participate in and bear the cost of such process.

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

**7.2
Complaint
Mechanism
for Contract
Administra
tion**

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

II. Special Conditions (SC) of Contract

Number of GC	Amendments of, and Supplements to, the General Conditions of the Contract
Definitions (f), (cc) and 1.9	<p>Contracting Authority</p> <p>The Contracting Authority for this Contract is:</p> <p style="text-align: center;"><i>«Title of the delegated signing authority as per DFATD Delegation Instrument »</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p> <p>Technical Authority</p> <p>The Technical Authority for this Contract is:</p> <p style="text-align: center;"><i>«Title of the Project Manager»</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p>
Definitions (p)	No Local Support staff is required under the Contract
Definitions (x)	<p>The following Recipient countries in Sub-Saharan Africa are eligible to receive Project support:</p> <p>Angola, Benin, Botswana, Burkina Faso, Burundi, Cabo Verde, Cameroon, Central African Republic, Chad, Comoros, Congo (Democratic Republic of), Republic of Congo, Cote d'Ivoire, Djibouti, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, Gabon, Gambia (The), Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan (non-governmental organizations only), South Sudan (non-governmental organizations only), Tanzania, Togo, Uganda, Zambia and Zimbabwe (non-governmental organizations only).</p>
1.3.1	The law governing the contract is the law applicable in the province or territory of <i>[insert province or territory]</i>
1.6.1	<p>The addresses are:</p> <p>DFATD : Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2</p> <p>Attention : <i>[insert name of the contracting authority- Organisation Symbol]</i>_ Facsimile : _____</p> <p>Attention : <i>[insert name of the technical authority- Organisation Symbol]</i>____ Facsimile : _____</p> <p>Consultant (all Members of a consortium should be listed here): _____</p>

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

	<p>(d) 30 Days written notice of cancellation.</p> <p>5. War Risk Accidental Death and Dismemberment Insurance, for the Personnel and working in areas considered to be war zones. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant’s performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>						
3.4.1	<p>Security Requirement:</p> <p>There is no security requirement associated with this Contract</p>						
3.4.2	<p>(e) It is recommended that the Consultant subscribe to a security service in order to receive daily security related information.</p> <p>(f) DFATD will (to the extent possible) provide information regarding security to the Consultant and may facilitate the provision of additional security briefings.</p>						
3.4.3 (b)	<p>(b) It is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. The Consultant will develop, adapt and implement a security plan, which must be based on international best practices in this area and be approved by a security expert, taking the following into consideration:</p> <ul style="list-style-type: none"> i. Security related issues and challenges in Afghanistan in general, and within the Project area; ii. Local customs, laws and regulations; iii. Restrictions and protocols for movement in the Project area, where applicable; iv. Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required; v. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.); vi. Evacuation, including emergency medical evacuation, procedures; vii. Abduction/Missing person protocol(s); and viii. Processes for security awareness updates, as required. 						
3.6.1	<p>Authorization to Continue is applicable to this Contract:</p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following plans and reports will be subject to the Authorization to Continue:</p> <ul style="list-style-type: none"> Project Implementation Plan Annual Work Plan 						
3.14.3	<p>The Consultant must notify the Technical Authority within five (5) Days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher.</p>						
4.2.1 and 6.2.3	<p>Number of hours in a Day is 7.5</p>						
6.1.1	<p>The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i>, Applicable Taxes extra.</p>						
6.1.6	<p>The estimated amount of Applicable Taxes is: <i>[insert amount]</i></p>						
6.2.6	<p>The administrative mark-up rate is: <i>[insert rate]</i></p> <p>This rate will be applied to Sub-consultants and Contractors added during the implementation of the project as follows:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="background-color: #cccccc;"></th> <th>Application of the rate</th> </tr> </thead> <tbody> <tr> <td>Sub-consultants assigned to the project</td> <td>Fees invoiced by the Sub-consultants</td> </tr> <tr> <td>Contractors</td> <td>Costs invoiced by the Contractors</td> </tr> </tbody> </table>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
	Application of the rate						
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						

	<p>*When an employee is added during the Contract, Consultant's employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the Contract.</p>
6.2.7 (l)	<p>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:</p> <p><i>Reimbursable Expenses for other Personnel and Contractors related to Deployments of technical experts, including South-South Exchanges and training related to specific initiatives in response to Requests for Services</i></p>
6.5.1 (a) and 6.6.1	<p>Advance payment is permitted: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
6.5.1 (b)	<p>The Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) for the face amount of \$450,000 CAD.</p>
6.7.2	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice in <i>one (1)</i> copy, of the Consultant's Fees for the Services rendered, monthly rates and expenses paid during the previous month supported by the following documentation properly completed:</p> <ul style="list-style-type: none"> (a) Details of the time worked for each individual: the name, date, number of hours worked, and description of activities undertaken for each Day. The Consultant may include this information on their invoice or submit timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Consultant and made available to DFATD upon request. (b) Any relevant details of the costs for Personnel on long-term assignment as may be requested by DFATD. Proof that the costs were actually incurred for the identified Personnel must be provided in a form acceptable to DFATD (e.g. boarding pass, lease, etc). (c) Details of Reimbursable Expenses paid, including all information which supports the expenses. (d) For expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, 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. (e) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency. (f) If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice. <p>In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services, which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.</p>

6.7.3

All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address: *[insert address]*

and must indicate the following codes:

Purchase order: *[insert number]*

WBS Element: *[insert number]*

GLAcct/ CC/ Fund: *[insert number]*

Vendor: *[insert number]*

Project number: *[insert number]*

III. Annexes

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

ANNEX A – BASIS OF PAYMENT

1. PERSONNEL	Resource name	FIRM ALL-INCLUSIVE DAILY FEE, \$					ESTIMATED LEVEL OF EFFORT	SUB-TOTAL ESTIMATED COST
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5		
1.1 Core team (based in Canada) – Position Name								
Project Director							231	
Project Manager							1100	
Gender Equality Advisor							924	
Climate Change Policy Advisor							352	
Renewable Energy Advisor							330	
Forestry and Climate Advisor							220	
Climate Change Adaptation Advisor							330	
Project Finance and Administrative Coordinator							1100	
1.2 Other Personnel Positions Identified by the Bidder in its methodology		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5		
<i>Position A</i>								
<i>Position B</i>								
1.3 Other Personnel and Contractors (technical experts and other project resources) identified during Project implementation and those required to carry out deployments (technical experts), including the mark-up rate of X%							\$ 4,810,500	
Sub-Total – Personnel FEES, \$								

2. Reimbursable Expenses	Amount
a) Travel and living expenses	\$
b) Purchase and Transportation costs for Equipment and Supplies	\$
c) Communication costs	\$
d) Translation and reproduction costs	\$
e) Bank charges	\$
f) Cost of Local Support Staff	Not applicable \$
g) Allowances for DFATD award students and trainees	\$
h) Expenses of counterpart personnel	\$
i) Field office expenses	Not applicable \$
j) Training expenses	\$
k) Costs of Contractor(s)	\$
l) Other reasonable expenses as approved by DFATD	
m) Reimbursable Expenses related to Deployments of Technical Experts	3,420,500 \$
Sub-Total – Reimbursable Expenses, \$	
CONTRACT AMOUNT, EXCLUDING APPLICABLE TAXES \$	

ANNEX B – TERMS OF REFERENCE (TOR)

(TBD)

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

There is no security requirement associated with this contract

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

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

[name of Member]

[Authorized representative]

Date [Month Day, Year]

[name of Member]

[Authorized representative]

Date [Month Day, Year]

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

[Authorized representative]

Date [Month Day, Year]

For and on behalf of DFATD

[Authorized representative]

Date [Month Day, Year]