

REQUEST FOR PROPOSALS
International Competitive Bidding (ICB)
(Non-complex)

Procurement of Consulting and Professional Services

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

Template of December 2016
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Foreign Affairs, Trade and
Development Canada

Affaires étrangères, Commerce
et Développement Canada

Canada

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Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) has a requirement for Construction Technical Advisory and Monitoring Services for the Partnership for Development and Innovation Branch's Projects in Maternal, Newborn and Child Health (MNCH) and Sexual and Reproductive Health Right (SRHR). The Monitoring Team will be responsible for:

1. Ensuring that the proper planning, budgeting, technical support and monitoring mechanisms are in place to execute construction-related activities according to the objectives and deadlines outlined in the contribution agreement and other approval documents between GAC and implementing organizations,
2. Ensuring that the proper planning, budgeting, technical support and monitoring mechanisms are in place to execute construction-related activities according to quality assurance and procurement best-practices, the standards for public health and safety, fire protection, structural sufficiency, accessibility, gender and adolescent-responsiveness, conservation and environmental sustainability. This includes the review of project documentations and plans, such as construction annexes, documents, budgets, progress reports. If travel restrictions permitting, The Monitoring Team will undertake up to four (4) oversight visits over four (4) years to the countries where the construction-related activities are taking place. Please note if COVID-19 travel restrictions continue, field visits might be postponed or cancelled. The Monitoring Team will also ensure that the implementing organization has adequate knowledge transfer activities in place to enable local stakeholders to sustain/maintain the facilities.
3. Provide recommendations and advice to KSD staff in a timely manner on the adoption of robust risk-management and time-cost optimization strategies in respect to approved and planned construction-related activities.
4. Conduct a GBA+ analysis to provide recommendations and advice to KSD staff responsible for MNCH and SRHR programming on how to help implementing partners make refurbished or newly-built health and WASH facilities more accessible, accommodating and inclusive to the specific needs of beneficiaries, i.e. women and girls; adolescents; individuals living with physical, sensory and/or intellectual disabilities; and/or members of marginalized groups as it relates to the overall development objectives of the project.

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

Section 1: Instructions to Bidders

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

Data Sheet

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

Section 2: Technical Proposal - Standard Forms

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

Section 3: Financial Proposal - Standard Forms

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

Section 4: Terms of Reference

This section contains the description of the consulting and professional services required, including Annex 1: Language Proficiency Rating Scales.

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 # 2021-P-001006-1

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

**Construction Technical Advisory and Monitoring Services
for the Partnership for Development and Innovation Branch's Projects in
Maternal, Newborn and Child Health (MNCH) and Sexual and Reproductive Health Right
(SRHR)**

Section 1. Instructions to Bidders (ITB)

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

Mandatory Procedural Requirements

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

Definitions

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

- (h) **“Data Sheet”** means part of the ITB used to reflect specific conditions of the RFP.
- (i) **“Day”** means calendar day, unless otherwise specified.
- (j) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (k) **“Evaluation Team”** means a team established by DFATD to evaluate the Proposals.
- (l) **“Fees”** mean an all-inclusive firm rate which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (m) **“GETS”** means Canada’s Government Electronic Tendering Services <https://buyandsell.gc.ca/>
- (n) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (o) **“Integrity Regime”** consists of:
- (i) The *Ineligibility and Suspension Policy* (the Policy);
 - (ii) Any directives issued further to the Policy; and
 - (iii) Any clauses used in instruments relating to contracts.
- (p) **“Licensed professional”** is an individual who is licensed by an authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other similar profession.
- (q) **“Local Support Staff”** means, unless otherwise specified in the Data Sheet, the following positions in the Recipient Country:
- (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard;
 - (iv) Gardener.
- (r) **“Member”** means any of the entities that make up a consortium or joint venture; and **“Members”** means all these entities.
- (s) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to this RFP. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (t) **“National Joint Council Travel Directive and Special Travel Authorities”** mean the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (u) **“OECD/ DAC”** means Development Assistance Committee of the Organization for Economic Cooperation and Development.
- (v) **“Parties”** means the Bidder and DFATD.

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

- (hh) “**Travel Status**” means travel approved in writing by DFATD directly related to the Services.

**1.
Introduction**

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

Integrity Regime

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

Integrity Declaration Form, which can be found at [Integrity Declaration Form](#)

1.5.4 Subject to subsection 1.5.5 by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:

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

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

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

2. Cost of Proposal preparation

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

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

3. Governing Law

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

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

- Bidder acknowledges that the governing law specified in paragraph 3.1 is acceptable to the Bidder.
- 4. Bidders**
- 4.1 Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 4.2 All members of a consortium or joint venture must sign the resulting Contract and will be jointly and severally liable and responsible for the fulfillment and execution of any and all of the obligations of the resulting Contract.
- 4.3 Bidders must be eligible to participate in this RFP process.
- 4.4 Subject to paragraph 4.5, a Bidder is eligible to participate in this RFP process if it, including each Member if a Proposal is submitted by a consortium or joint venture, has the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder, including each Member, if a proposal is submitted by a consortium or joint venture, must provide, if requested by DFATD, a certified copy and translation of the original documentation, and any other requested supporting documentation, indicating the laws under which it is registered or incorporated together with the registered or corporate name and Place of Business. Any cost related to any such certification or translation is the sole responsibility of the Bidder. DFATD reserves the right to verify the certified copy of translation and to reject the Proposal in the event that the documents are found to be inaccurate or insufficient.
- 4.5 A Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise in the Recipient Country.
- 4.6 Multiple proposals from the same Bidder are not permitted in response to this RFP. A Bidder must submit only one proposal in response to this RFP. Individual Members of a consortium or joint venture are not permitted to participate in another bid, either by submitting a bid alone or by submitting a bid as a Member of another consortium or joint venture. If the Bidder submits a proposal individually or as a Member of a consortium or joint venture, it must not participate as a Sub-consultant in another proposal. A Bidder who submits more than one proposal will cause all the proposals that the Bidder submitted to be rejected. A Sub-consultant, however, may participate in more than one proposal, but only in that capacity.
- One Bidder, One Proposal**
- 5. Proposal Validity**
- 5.1 A Proposal must remain valid and open for acceptance for the period of time indicated in the Data Sheet.
- 5.2 DFATD may request Bidders to extend the validity period of their Proposal. Bidders who agree to DFATD's request for an extension should either confirm the availability of the Personnel listed in the Proposal or propose a replacement in accordance with paragraph 15.1.
- 6. Clarifications and Amendment of RFP Documents**
- 6.1 Bidders may request a clarification of any of the RFP elements no later than seven Days before the RFP Closing Date. Requests received after that date may not be answered.
- 6.2 Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing, or by standard electronic means

only to the Point of Contact named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.

- 6.3 If, in DFATD’s opinion, a request for clarifications affects the RFP, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.
- 6.4 A request for an extension of the RFP Closing Date will only be considered if it is received no later than nine Days before the RFP Closing Date, in writing, by the Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately five Days before the original RFP Closing Date.

7. Submission and Receipt of Proposals

- 7.1 The Bidder must submit his proposal at the following email address: URP-BRU@international.gc.ca.

The Bid Receiving Unit (BRU) email address is for the sole purpose of bid submission. No other communications are to be forwarded to this address

- 7.2 The Bidder is requested to submit their proposals electronically at the email address indicated under 7.1. Technical and Financial proposals must be sent in separate attachments.

- 7.3 Proposals must be received by DFATD no later than the RFP Closing Date.

- 7.4 Bidders are solely responsible for the timely receipt of their proposals by DFATD. DFATD will not assume any responsibility for Proposals sent to another e-mail address other than the one stipulated in 7.1.

Late Proposals

- 7.5 Proposals received by DFATD after the closing date and time will not be evaluated and will be rejected. DFATD will not be liable for bids transmitted by electronic mail and received after the date and closing time, even if the bid was transmitted before the closing date and time.

- 7.6 DFATD requests that the Bidder’s name, RFP reference number (SEL number), project title and the RFP Closing Date are clearly visible in the subject line of the email.

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

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

a) Technical proposal:

Bidders are requested to send a separate attachment of the technical proposal clearly marked “TECHNICAL PROPOSAL”.

b) Financial proposal:

Bidders are requested to send a separate attachment of the financial proposal clearly marked “Financial Proposal”.

c) Integrity Declaration Form (if applicable):

If a Bidder is required by the Integrity Regime to complete an Integrity Declaration Form (the Form), as described in paragraph 1.5, the Bidder must send the completed Form(s) in a separate attachment 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 electronic proposal. Upon receipt, DFATD will submit the envelope to PWGSC.

- 7.9** DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD's environmental initiatives and reduce waste.
- 7.10** With the exception of paragraph 7.12, all Proposals received on or before the RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule of the Government of Canada.
- 7.11** 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 7.1-7.8 (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.
- 7.12** A Proposal that is requested to be withdrawn in accordance with paragraph 7.11 will be unopened.
- 8. Preparation of Proposal**
- 8.1** In preparing their Proposal, Bidders are requested to examine in detail the documents comprising this RFP and prepare a Proposal addressing all requirements of this RFP and related addendum(s), if any.
- 8.2** If additional documentation is available from DFATD to assist Bidders in preparing their proposal, the name of the document(s), and how to obtain them, will be specified in the Data Sheet.
- 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 Proposal. If TECH-1 is not submitted with a Proposal or is not signed, the Proposal will be rejected. If TECH-1 is improperly completed, DFATD will request corrections from the Bidder within the timeframe specified in the notification. If the updated TECH-1 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, "improperly completed" means:
- (a) There are one or more fields that are not completed; or
 - (b) The content of TECH-1 is amended in any way.

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

Language

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

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

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

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

9.5 In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the Standard Forms (Section 2 of this RFP) as part of their technical proposals: TECH-4a, 4b, 4c and 4d.

***Other Forms to
Be Provided***

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

***Content
presentation***

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

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

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

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

**10.
Financial
Proposals**

DFATD will not consider any proposed alternative Personnel in the Proposal evaluation.

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

***Reimbursable
Expenses***

- 10.4 DFATD recognizes the following categories of Reimbursable Expenses:
- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed, but must not exceed the limits in the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca> :
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing up to the maximum of a full-fare economy airfare;
 - (ii) the cost of meals and incidentals allowance in respect of the Personnel for every Day in which the Personnel is absent from the Bidder's or Personnel's home office for purposes of the Services as well as private vehicle usage, not exceeding the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
 - (iii) the cost of registration, photographs, and courier services related to obtaining a visa/work permit;
 - (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, not exceeding the limits in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive; and
 - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees".
 - (b) any other reasonable expenses which are not considered to be Fees, overhead/indirect costs and that are not included in the above categories, that are specified in the Data Sheet and required to carry out the project.

Pricing Basis

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

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

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

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

- Other indirect/ overhead type of expenditures related to the Bidder's office(s);
 - Exchange rate fluctuation.
- (iv) Profit
- Provision for Multi-year Contract**
- 10.6 The Fees must be expressed as fixed annual Fees by year (i.e. Year 1, Year 2, Year 3, etc.).
- 10.7 The total cost of the individual Personnel is calculated by multiplying the average Fees for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual.
- Currency**
- 10.8 Bidders must provide the price of the Services in Canadian dollars (CAD).
- Taxes**
- 10.9 Bidders are requested to exclude all Applicable Taxes from the price. Bidders, however, are requested to show the total estimated amount of Applicable Taxes in the financial proposal separately.
- 10.10 For the purpose of Proposal evaluation, all taxes are excluded.
- 10.11 Local taxes (including but not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, duties, fees, levies) may be applicable on amounts payable to DFATD under the Contract. Bidders are requested to exclude all local taxes from their price, DFATD may reimburse the Consultant for any such taxes or pay such taxes on behalf of the Consultant. Reimbursement mechanism of applicable local taxes in the Recipient Country will be determined during contract negotiations.
- Costing Principles**
- 10.12 Cost of the Contract is comprised of the total Fees and Reimbursable Expenses, paid by DFATD for the provision of Services.
- 11. Proposal Evaluation**
- 11.1 Except when responding to requests to provide additional information as specified in paragraphs 9.1, 9.2, 9.4, 11.12, 11.20, 12 and 13 from the time the Proposals are submitted to the time the Contract is awarded, the Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/ or financial proposal. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.
- 11.2 Except as otherwise specified in this RFP, DFATD will evaluate Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
- 11.3 DFATD's Proposal selection method is described in the Data Sheet.
- 11.4 Bidders are advised that proposals received as a result of this RFP will be evaluated by an evaluation team composed of representatives of Canada and may also include representatives of the Recipient Country and other external experts such as consultants. All proposals will be treated as confidential, in accordance with paragraph 19, Confidentiality.
- 11.5 The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the

evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel.

**Mandatory
Procedural
Requirements**

- 11.6 Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.
- 11.7 Proposals that comply with all of the mandatory procedural requirements will be evaluated based on the evaluation criteria as specified in Section 5, Evaluation Criteria. Any Proposals not meeting the mandatory evaluation criteria will be rejected.

***Evaluation of
Technical
Proposals***

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

Evaluation of Financial Proposals

- 11.13 Financial proposal will only be opened and evaluated if the technical proposal achieves a score equal to or in excess of the minimum technical score indicated in the Data Sheet.
- 11.14 Fees and Reimbursable Expenses will be considered in the financial evaluation.
- 11.15 The evaluation of financial proposals will be carried out in accordance with the Data Sheet.
- 11.16 Unless otherwise specified in the Data Sheet, Bidders are requested to include and price in their financial proposal (FIN-1) all Personnel identified in any manner by the Bidder in the technical proposal and not specifically mentioned to be part of the overhead. Failure to do so will result in the financial proposal being scored zero.
- 11.17 Where the maximum funding is specified in the Data Sheet, the Bidder's financial proposal must not exceed the maximum funding. If the Bidder's Proposal exceeds the maximum funding, the Bidder's Proposal will be rejected.
- 11.18 Where the minimum level of effort is specified in the Data Sheet and the level of effort proposed by the Bidder is below the specified minimum, DFATD will evaluate the Bidder's financial proposal based on DFATD's specified minimum level of effort.
- 11.19 Where the fixed level of effort is specified in the Data Sheet and the Bidder proposes a different level of effort, DFATD will evaluate the Bidder's financial proposal based on DFATD's fixed level of effort.

Price Justification - Fees

- 11.20 Bidders must provide price justification, on DFATD's request, and within the specified timeframe. Such price justification may include one or more of the following:
- (a) A copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other customers, including but not limited to fee history of assignments that covers at least one hundred (100) person-days billed in twelve (12) consecutive months over the last two years;
 - (b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/ indirect costs, profit and all other cost included in the proposed Fees; or
 - (c) Any other supporting documentation as requested by DFATD.

12. Clarifications of Proposals

- 12.1 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - (b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
 - (c) request, before award of any Contract, specific information with respect to Bidders' legal status;

- (d) conduct a survey of Bidders' facilities, and/ or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFP; and
- (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.
- 12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request will result in the Proposal being rejected.
- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.
- Rights of DFATD in evaluation*** 12.4 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) correct any computational errors in the extended pricing of Proposals by using unit pricing;
- (b) if there is an error corresponding to the addition or subtraction of subtotals in a total, the total will prevail;
- (c) in case of discrepancy between word and figures, the former will prevail;
- (d) evaluate the financial proposal to reflect the minimum or fixed level of effort specified in the Data Sheet, if applicable;
- (e) in case of discrepancy between the level of effort in the technical and financial proposal, the financial proposal will be adjusted using the level of effort specified in the technical proposal; and
- (f) in case the financial proposal does not reflect the technical proposal, the financial proposal may be given a score of zero.
- 12.5 At the end of the evaluation process, the Point of Contact will advise the Bidder of the actions, if any, taken pursuant to the paragraph 12.4. A Bidder that disagrees may withdraw its Proposal.
- 13. Conditions of Contract Award** 13.1 Before award of a Contract, a Bidder must meet the conditions listed below. Upon request by DFATD, a Bidder must provide, within the timeframe stated by DFATD, documentation to support compliance. Failure to comply with DFATD's request and meet the requirement within that timeframe will not delay the award of the Contract and may result in the Proposal being rejected.
- (a) Financial Capability**
- In order to determine the Bidder's financial capability to meet the project requirements, DFATD may require having access to the Bidder's financial information. If the Bidder is a consortium or joint venture, DFATD may request financial information from each Member. Such financial information may include, but may not be limited to, the following:
- (i) audited financial statements, if available, or the unaudited financial statements for the Bidder's last three (3) fiscal years, or for the years that the Bidder has been in business if it is less than three (3) years (including,

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

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

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

(b) Procurement Business Number

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

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

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

(d) Proof of Insurance

Upon request by the Point of Contact, the Bidder must provide a letter from an insurance company rated as A++ to B++ by A.M. Best stating that the Bidder, if

awarded a Contract as a result of the RFP, can be insured in accordance with the insurance requirements specified in the Data Sheet. In the case of a consortium or joint venture, at least one Member must meet the insurance requirements.

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

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

(f) Integrity Provisions

The Bidder must:

- i. As required under the Policy, incorporated by reference through paragraph 1.5.1 of this RFP, verify the status of all proposed first tier sub-consultants and contractors before entering into a direct contractual relationship in accordance with the Policy section 16 by either making an enquiry of the Registrar of Ineligibility and Suspension in the case of individuals, or in the case of sub-consultants and contractors that are not individuals, consult the public Ineligibility and Suspension List found on the [Integrity Regime](#) website.
- ii. Using item 2 of form TECH-3: Bidder's Organization, submit to DFATD a list of names as required by, and in accordance with sections 17 a. and b. of the *Ineligibility and Suspension Policy* (the List), Bidders may submit the List with their Proposal. In the event that the List is not submitted with the Proposal, DFATD will inform the Bidder of a time within which to submit the List. Failure to submit the List within the time specified will render the Bidder's Proposal non-responsive and the Bidder's Proposal will be rejected.

14. Negotiations

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

15. Personnel Replacement prior to Contract Award

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

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

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| 16. Performance Security | 16.1 | To guarantee the Consultant's performance, ten (10) percent of the total Fees will be subject to a holdback. The application of the holdback is non-negotiable. |
| 17. Notification/Debriefing of unsuccessful Bidders | 17.1 | After completing negotiations and awarding the Contract to the successful Bidder, DFATD will publish the award of the Contract on OECD/DAC website, GETS, DFATD website and whenever possible, official gazette of the Recipient country. |
| | 17.2 | Bidders may make a written request to DFATD to receive 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. |
| | 17.3 | 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 <i>Privacy Act</i> . |
| | 17.4 | 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 . |
| 18. Commencement of Services | 18.1 | The Consultant is expected to commence provision of Services within the delay specified in the Data Sheet. |
| | 18.2 | The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by DFATD. |
| 19. Confidentiality | 19.1 | Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the <i>Access to Information Act</i> , the <i>Privacy Act</i> and the <i>General Records Disposal Schedule of the Government of Canada</i> . |
| 20. Rights of DFATD | 20.1 | DFATD reserves the right to: <ul style="list-style-type: none"> (a) reject any or all Proposals received in response to the RFP; (b) enter into negotiations with Bidders on any or all aspects of their Proposal; (c) accept any Proposal in whole or in part without negotiations; (d) cancel the RFP at any time; |

- (e) reissue the RFP;
- (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who responded to resubmit Proposals within a period designated by DFATD; and
- (g) negotiate with the sole compliant Bidder to ensure best value to DFATD.

Instructions to Bidders

DATA SHEET

Paragraph Reference	Note: The paragraph numbers indicated in the left hand column refer to the related paragraphs in the previous section, Instructions to Bidders
Definitions (q)	For the purpose of this RFP, the following positions are also included as Local Support Staff: n/a
Definitions (bb)	There are over twenty recipient countries
Definitions (dd)	The RFP Closing Date is January 12, 2021 at 14:00 hrs, Eastern Standard Time (EST) (RFP Closing Date)
2.2	Location of contract negotiation: n/a
5.1	The Proposal validity period is 180 Days after the RFP Closing Date.
6.2, 6.4, 11.1, 12.2, 12.5 and 13.1	DFATD Point of Contact is: Julie Brosseau Agent principal aux contrats julie.brosseau@international.gc.ca
8.2	Additional documentation is available: YES___ NO <input checked="" type="checkbox"/>
9.6	Cross-referencing is recommended: YES <input checked="" type="checkbox"/> NO___
9.8	An estimated number of person-days for the following Personnel positions: Construction-Specialist/Team-Leader/Team-Leader 180 days Technical-Specialist 180 days
9.9	The Bidder can propose alternative Personnel: YES___ NO <input checked="" type="checkbox"/>
10.4	In addition to the listed eligible Reimbursable Expenses in ITB 10.4, the Bidder is requested to provide the following expenses in FIN-1 : n/a
11.3	Selection Method: Best value adjusted for cost: The technical proposal is awarded a maximum of 540 points or 67.5 percent of total possible 800 points, and the financial proposal is awarded a maximum of 260 points or 32.5 percent.

	<p>The evaluation of the financial proposal will be conducted in accordance with the method described in paragraph 11.15 Evaluation of financial proposals of the Data Sheet.</p> <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 100 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 100 points for its financial proposal. All other technically compliant Bidders' financial score will be calculated as follow:</p> $\text{Bidder B's financial score} = \frac{\text{Bidder A's financial price}}{\text{Bidder B's financial price}} \times 100$ <p>The total evaluation point is the sum of the maximum technical points and the maximum financial points, which represents 800 points.</p> <p>Bidder whose Proposal obtained the highest combined technical and financial score will be invited for negotiation unless there is less than 1% of the total evaluation point between that Bidder and lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate.</p>
11.10 and 11.13	The minimum technical score required is: 330 points. Only Proposals that achieve a minimum technical score are considered compliant.
11.15	<p>Evaluation of financial proposals</p> <p>For multi-year contract</p> <p>The total of the financial proposal will be calculated by adding the sub-totals of costs related to the Bidder's average all-inclusive firm Fees multiplied by the DFATD's estimated level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A and the sub-totals of Reimbursable Expenses in FIN-1B.</p>
11.16	The clause is applicable: YES ___ NO <input checked="" type="checkbox"/>
11.17	The maximum funding for the Contract resulting from this RFP is \$499,999 CAD, including Applicable Taxes.
13.1(c)	The Bidder is subject to security requirements: YES ___ NO <input checked="" type="checkbox"/>
13.1(d)	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; (b) Bodily Injury and Property Damage to Third Parties;

- (c) Product Liability and Completed Operations;
- (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;
- (e) Cross Liability and Separation of Insured;
- (f) Employees and, if applicable, Volunteers as Additional Insured;
- (g) Employer's Liability;
- (h) Broad Form Property Damage;
- (i) Non-Owned Automobile Liability; and
- (j) 30 Days written notice of policy cancellation.

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:

- (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. 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:

- (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.

4. War Risk Accidental Death and Dismemberment Insurance, for Personnel working in areas considered to be war zones. A war zone is defined as the combat zone where military operations are conducted, such as Afghanistan. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract.

	The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.
18.1	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 them in the preparation of their Proposal. In addition, DFATD has developed a checklist (below) to assist Bidders in preparing a responsive Proposal. The checklist below is for information purposes only and is NOT to be included with the Bidder's Proposal.

Bidders Checklist

1. Mandatory procedural requirements


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

Mandatory Procedural Requirements	
The Bidder is eligible to participate in this RFP as defined in ITB 4.3	
The Bidder has submitted only one Proposal in response to this RFP	
The Proposal validity is as per the Data Sheet 5.1	
The Proposal is submitted to the following e-mail address: URP-BRU@international.gc.ca	
The Proposal is submitted to DFATD no later than the RFP Closing Date indicated in the Data Sheet.	
The Bidder or, in case of a consortium or joint venture, each member of a consortium or joint venture has completed, signed and included TECH-1 Form in the Proposal.	
The Bidder or, in case of a consortium or joint venture, each member of consortium or joint venture has provided and complies with the certifications of TECH-2 Form from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications in TECH-2.	
The Bidder submitted a completed TECH-2 and TECH-3 Form with its Proposal.	
The Bidder has demonstrated compliance with each of the mandatory criteria, if any, specified in Section 5, Evaluation Criteria.	
No information related to Fees and Reimbursable Expenses appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.5).	
The financial proposal is expressed as fixed Fee by year (i.e. Year 1, Year 2, etc....) and is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder's Proposal from the time the Proposals are submitted to the time the Contract is	

awarded (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 11.12, 11.20, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.1	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	

2. **Other requirements:**

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

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?	
Is the Proposal presented on 8.5" X 11" or A4 paper and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Has the technical proposal attachment been clearly marked "TECHNICAL PROPOSAL", followed by the RFP reference number, the project title and the name of the bidder?"	
Has the financial proposal attachment been clearly marked "FINANCIAL PROPOSAL", followed by the RFP reference number, the project title and the name of the bidder?"	
If required, has an Integrity Declaration Form been submitted in accordance with paragraph 7.9 (c)?	
Have the Proposal withdrawal, substitution and/ or modification, if any, been done as per ITB Error! Reference source not found.?	
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 the TECH-4 according to the specified format?	
Has the Bidder completed and included all TECH-5 forms according to the specified format?	
Has the Bidder completed and included all TECH-6 forms according to the specified format?	
Has the technical proposal clearly and in sufficient depth addressed the rated requirements against which the Proposal is evaluated?	

Does the technical proposal conform to the specified page limits as indicated in Section 5, Evaluation Criteria?	
Financial Proposal	
Does the Bidder's price exclude all Applicable Taxes? Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimated amount in the financial proposal separately.	

FORM TECH-1 Acceptance of Terms and Conditions

Guidance to Bidders:

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

The Proposal to the Department of Foreign Affairs, Trade and Development for the provision of Services in relation to: Construction Technical Advisory and Monitoring Services for the Partnership for Development and Innovation Branch's Projects in Maternal, Newborn and Child Health (MNCH) and Sexual and Reproductive Health Right (SRHR).

From (please print): Bidder's Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

Title (Please Print)

Eligibility Certification:

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

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

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

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

Signature _____ Date _____

Member in Charge

FORM TECH-2 Certifications

Guidance to Bidders:

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

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

1. INTEGRITY PROVISIONS

- 1.1 Subject to subsection 1.2, by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:
- a) It has read and understands the *Ineligibility and Suspension Policy*;
 - b) It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c) It is aware that Canada, including PWGSC and DFATD, may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d) It has provided with its Proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates, and its proposed first tier sub-consultants and contractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e) None of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants and contractors; and
 - f) It is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 1.2 Where a Bidder is unable to provide any of the certifications required by subsection 1.1, it must submit with its Proposal a completed Integrity Declaration Form, which can be found at [Integrity Declaration Form](#).
- 1.3 DFATD will declare non-responsive any Proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by DFATD to be false or misleading in any respect. If DFATD established after award of the Contract that the Bidder provided a false or misleading certification or declaration, DFATD may terminate the Contract for default. Pursuant to the Policy, DFATD may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

2. CODE OF CONDUCT FOR PROCUREMENT

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

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

3. ANTI-TERRORISM

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.

4. 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.

5. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

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

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

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

6. 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*.

7. LANGUAGE CAPABILITY

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

8. EDUCATION AND EXPERIENCE

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

9. AVAILABILITY OF RESOURCES

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

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

11. CERTIFICATION APPLICABLE TO CANADIAN BIDDERS ONLY

11.1 FORMER CANADIAN PUBLIC SERVANT CERTIFICATION

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

Definitions

For the purposes of this certification,

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

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

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

FORM 3 Bidder's Contact Information

Guidance to Bidders:

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

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

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

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

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

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

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

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

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

FORM TECH 4A Curriculum Vitae for Proposed Monitors

Guidance to Bidders:

Using the format below, provide the required information for each proposed member of the Monitoring Team as requested under Criterion 1 and 2 of the Evaluation Grid below.

GENERAL INFORMATION		
Family name:	Given name:	
Address:		
E-mail:	Phone number:	
Proposed Position:	Citizenship:	
EDUCATION		
<i>Academic qualifications:</i>		
Degree received	Name of the university/school	Pertinent dates (month & year)
PROFESSIONAL DEVELOPMENT (CERTIFICATION, ACCREDITATION OR DESIGNATION)		
Objective: Demonstrate that the Construction-Specialist/Team-Leader must be a certified and licensed professional registered with a Canadian regulating body in profession relevant to the scope of work (Construction, Engineering, Architecture or Water, sanitation and Hygiene (WASH)).		
Certification/accreditation/ designation received	Name of the professional body	Pertinent dates (month & year)

LANGUAGE PROFICIENCY

Objective: Demonstrate that each member of the Monitoring Team possesses advanced proficiency levels in English and French. See Annex 1 for information on Language Proficiency Rating Scales.

Self-Disclosed Language Proficiency Rating Scales

Language	Oral	Reading	Writing
French			
English			
<i>Other:</i> _____			

PRESENT EMPLOYER

Present Employer:

Position:

Length of service including Start date (# of months & starting date month and year):

Number of months: _____

Starting Date (month and year): _____

Status (permanent, temporary, contract employee, associate, etc.):

PROFESSIONAL EXPERIENCE (IN CHRONOLOGICAL ORDER)

This section should be filled out by each member of the Monitoring Team.

Objective 1: Demonstrate that the Construction-Specialist/Team-Leader has been a licensed engineer or architect for at least ten (10) years or 1,500 cumulative working days, particularly in the construction industry. Please note that extra points will be allocated based on experience in the construction/refurbishment of health and/or water, sanitation and hygiene (WASH) facilities.

Objective 2: Demonstrate that the Monitoring Team, either the Construction-Specialist/Team-Leader or the Technical-Specialist or both, has cumulative sector experience* engaging with at least one (1) different type of stakeholder in the context of sectoral Monitoring Services Assignments in the last ten (10) years.

*If sector experience is cumulatively shared across both members of the Monitoring Team, indicate total for Team in the appropriate cell at the bottom of the table.

DATE	FIELD OF EXPERIENCE: _____
-------------	-----------------------------------

Start Date: yy-mm	Completion Date: yy-mm	Position Title	Short Description of Project	Employer	Stakeholder Type
					<input type="checkbox"/> Donor Agency <input type="checkbox"/> Governmental Organization <input type="checkbox"/> Multilateral Development Institution <input type="checkbox"/> Non-governmental Organization <input type="checkbox"/> Private Sector Firm
A) <u>Construction-Specialist/Team-Leader:</u> Total Number of Years of Construction Experience and Engaging with Stakeholders		Construction Experience (# of years or days): _____ Engaging with Stakeholders (# of years or days)(A): _____			
B) <u>Technical-Specialist:</u> Total Number of Years Engaging with Stakeholders		Engaging with Stakeholders (# of years or days) (B) : _____			
C) <u>Monitoring Team (Cumulative):</u> Total Number of Years of Experience Engaging with Stakeholders		Engaging with Stakeholders (# of years or days) (A+B) : _____			

FORM 4B Professional Experience of Each Proposed Monitor

Guidance to Bidders:

Using the format below, provide the required information as requested under Criteria 3 of the Evaluation Grid below.

CRITERIA 3.1: ASSIGNMENT #1

This section should be completed by the Construction-Specialist/Team-Leader.

Objective: Describe a distinct Sectoral Monitoring Assignment* in the last ten (10) years which demonstrates that Construction-Specialist/Team-Leader has significant experience providing monitoring and technical advisory services regarding construction-related activities.

Experience working with gender-equality, adolescent-friendly, WASH and/or health related projects, and examples occurring in an international development context will be rewarded extra points. See Evaluation grid for more information.

*Cannot be the same as assignments described in Assignment 2 below.

Assignment Name:	Assignment Location:
Name of Monitor(s) who performed services and position title(s):	Approximate Total Project Value:
Name of client: Name of contact person: Telephone number:	Stakeholder Type: <input type="checkbox"/> Donor Agency <input type="checkbox"/> Governmental Organization <input type="checkbox"/> Multilateral Development Institution <input type="checkbox"/> Non-governmental Organization <input type="checkbox"/> Private Sector Firm
Start date (MM/ YY):	Completion date (MM/ YY):

Detailed narrative description of assignment:

Detailed description of services provided (including the specific roles and responsibilities of the Monitor in the project and their contribution to the achievement of the project results) (1000 word maximum).

CRITERIA 3.1: ASSIGNMENT #2

This section should be completed by the Construction-Specialist/Team-Leader.

Objective: Describe a distinct Sectoral Technical-Advisory and Monitoring Assignment* in the last ten (10) years which demonstrates that the Construction-Specialist/Team-Leader has significant experience providing monitoring and technical advisory services regarding construction-related activities.

Experience working with gender-equality, adolescent-friendly, WASH and/or health related projects, and examples occurring in an international development context will be rewarded extra points. See Evaluation grid for more information.

*Cannot be the same as Assignment 1 described above.

Assignment Name:	Assignment Location:
Name of Monitor(s) who performed services and position title(s):	Approximate Total Project Value:
Name of client: Name of contact person: Telephone number:	Stakeholder Type: <input type="checkbox"/> Donor Agency <input type="checkbox"/> Governmental Organization <input type="checkbox"/> Multilateral Development Institution <input type="checkbox"/> Non-governmental Organization <input type="checkbox"/> Private Sector Firm
Start date (MM/ YY):	Completion date (MM/ YY):

Detailed narrative description of assignment:

Detailed description of services provided (including the specific roles and responsibilities of the Monitor in the project and their contribution to the achievement of the project results) (1000 word maximum).

CRITERIA 3.2: ASSIGNMENT #1

This section should be completed by the Technical-Specialist.

Objective: Describe a distinct Sectoral Technical Assignment* in the last ten (10) years which demonstrates that the Technical-Specialist has significant experience providing technical advisory and monitoring services on topics related to gender equality, health, adolescent-friendly and/or WASH.

Examples occurring in an international development context will be rewarded extra points. See Evaluation grid for more information.

Project Name:**Project Location:****Name of Monitor(s) who performed services and position title(s):****Approximate Total Project Value:****Name of client:****Name of contact person:
Telephone number:****Stakeholder Type:**

- Donor Agency
- Governmental Organization
- Multilateral Development Institution
- Non-governmental Organization
- Private Sector Firm

Start date (MM/ YY):**Completion date (MM/ YY):****Detailed narrative description of project/assignment:**

Detailed description of services provided (including the specific roles and responsibilities of the Monitor in the project and their contribution to the achievement of the project results) (1000 word maximum).

FORM 4C
Curriculum Vitae for Each Proposed Member of the Monitoring Team

Guidance to Bidders:

The Bidder is to attach the Curriculum Vitae of each proposed member (Construction-Specialist/Team-Leader & Technical-Specialist) of the Monitoring Team. Please ensure that each member's CV includes the following information.

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

FORM 4D

Commitment to Participate in the Project

Guidance to Bidders:

A copy of this Form is requested to be completed and signed by each proposed member of the Monitoring Team 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(S) NAMED IN THE PROPOSAL

Family name:	Given name:
Address:	
Field of expertise:	
Proposed Position:	

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 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.

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

Maximum level of effort (LOE) for this service contract is 340 days over 4 years.

Estimated level of effort (LOE) for the Construction-Specialist is 200 working days over 4 years.

Estimated level of effort (LOE) for the Technical-Specialist is 140 working days over 4 years.

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 \$	Total LOE Estimated by the Bidder (Days)	Sub-Total Estimated Cost = Average of (year 1, 2, 3 & 4) x Total LOE
	Construction-Specialist/Team-Leader/Team Leader						
	Technical Specialist						
SUBTOTAL-1 (exclusive of any taxes)							\$

FORM FIN-1B REIMBURSABLE EXPENSES

Guidance to Bidders:

The Bidder is requested to include all Reimbursable Expenses related to the project in the table below including expenses related to all five field visits. Please note if COVID-19 travel restrictions continue, field visits might be postponed or cancelled.

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

See for information on per diem allowances: <https://www.njc-cnm.gc.ca/s3/en>

Indicative Reimbursable Expenses

#	Description	Units	\$, Per Unit	Sub-total, \$
a	Travel and Living			
	Transportation (Airfare)			
	In-country Transportation (Vehicle rental, etc.)			
	Meals & incidentals			
	Visa costs			
	Accommodation			
	Other			
c	Communication costs (Monitoring Trips only)			
d	Translation and reproduction costs			
f	Other (specify)			
Grand Total				

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

Section 4. Terms of Reference

1. Title:

Provision of Technical Advisory and Monitoring Services for the Partnership for Development and Innovation Branch (KFM)'s Projects in Maternal, Newborn and Child Health (MNCH) and Sexual and Reproductive Health and Rights (SRHR) with construction-related activities.

2. Context:

Canada committed \$3.5 billion for the 2015-2020 period to support maternal, newborn and child health (MNCH). In 2017, Canada committed an additional \$650 million to address the critical programming gaps in sexual and reproductive health and rights (SRHR) in developing countries. To support these commitments, the Canadian Partnerships for Development Innovation Branch (KFM) of DFATD is currently funding eleven projects that have a construction, infrastructure or physical works component (hereafter referred to as “construction projects” or “construction-related activities”) in Latin America, Asia and Africa. Furthermore, about seven to ten projects are expected to be approved in FY 2020/21 (1 April 2020 - March 2021) that will include construction-related activities. These include, but are not limited to: (1) building new small-scale health and WASH facilities; (2) rehabilitating existing small-scale health and WASH facilities; and, (3) equipping existing health facilities with new or improved water, sanitation and hygiene (WASH) infrastructure to improve the health of women, adolescent girls and children in developing countries.

The Social Development Partnerships Division (KSD) is responsible for managing these projects. KSD requires the support of a Monitoring Team, composed of a Construction-Specialist/Team-Leader and a Technical-Specialist (hereafter referred to as the “Monitoring Team”), to provide technical advisory and monitoring services of the construction projects undertaken by organizations (hereafter referred to as “implementing partners”) receiving DFATD funding. This is part of KSD’s quality assurance framework specific to projects with construction components. The support of a Monitoring Team is required to ensure that implementing partners employ appropriate expertise and approaches, consistent with local industry standards and best practices, when engaging in construction-related activities. If local building codes and/or standards and technical norms are deemed insufficient or, if no building code exists, the “National Building Code of Canada”, as modified, or any other building code internationally recognized should be used instead, including the World Health Organization’s [Guidelines on Sanitation and Health](#). Throughout the projects’ life-cycles, the Monitoring Team will identify, address and monitor possible construction-related risks which could impede the completion of safe, effective and cost-efficient structures in line with the projects’ approved parameters, as outlined in approval documents.

KSD anticipates that approximately fifteen to twenty-one projects carried out by implementing partners will include construction-related activities requiring technical advisory and monitoring services, representing about \$15 million in structural and/or non-structural construction in about twenty developing countries (75% in sub-Saharan Africa), including but not limited to: the

construction or refurbishment of small-scale health and WASH facilities mostly servicing rural populations. Seven projects are in the final stages of their life-cycle and the Monitoring Team will be expected to review final construction reports and ensure that all objectives set out in the project approval documents have been met. Four projects are operational and the Monitoring Team will be expected to review project documentation, including construction plans, budgets, work-plans and progress reports, and ensure that all implemented construction-related activities are consistent with industry standards and best practices, and are on track to meet their objectives. four to ten projects are expected to be in the early stages of their life-cycle; the Monitoring Team will be expected to review the Project Implementation Plan, Logic Model and Performance Management Framework, as well as construction plans, budget, work-plans and reports to advise KSD on their quality, appropriateness and consistency with industry standards and best practices. For these four to ten projects, construction activities include but are not limited to: refurbishment and minor structural works, such the construction of WASH and biomedical waste management needs in existing health facilities. Generally, construction activities occur earlier in the project life-cycle. Therefore, the Monitoring Team should expect projects in the start-up and operational stage to require a higher level of effort than projects which are terminating.

In addition, and in alignment with Global Affairs Canada's Feminist International Assistance Policy (FIAP) launched in 2017, a gender-based analysis plus (GBA+) lens must be applied during the planning and delivery of the monitoring services outlined under these terms of reference. This is done to ensure that all construction-related activities undertaken with DFATD funding are inclusive and accessible to a wide and diverse group of beneficiaries. These demographic factors include, but are not limited to, gender, age, race, religion, sexual orientation and individuals living with physical, sensory and/or intellectual disabilities or other identity factor.

More information on Canada's commitment to Gender-Based Analysis Plus (GBA+) can be found at cfc-swc.gc.ca.

3. Objectives:

In accordance with Treasury Board requirements of quality assurance for construction activities and the requirements outlined in the projects' Contribution Agreements, KSD requires the services of a Monitoring Team composed of (1) a Construction-Specialist/Team-Leader and (1) a Technical specialist, to provide monitoring and technical advisory services to DFATD staff responsible for health projects with construction-related activities. The Monitoring Team will support the KSD programming staff member responsible for overseeing each of the 15-21 projects to improve the overall quality of KSD's development programming in MNCH and SRHR as it relates to construction-related activities. The Monitoring Team will not provide advice or support to the implementing organizations or their sub-contractors.

KSD is seeking the services of a Monitoring Team for four purposes:

1. Ensure that the proper planning, budgeting, technical support and monitoring mechanisms are in place to execute construction-related activities according to the objectives and deadlines outlined in the contribution agreement and other approval documents between GAC and implementing organizations,
2. Ensure that the proper planning, budgeting, technical support and monitoring mechanisms are in place to execute construction-related activities according to quality assurance and procurement best-practices, the standards for public health and safety, fire protection, structural sufficiency, accessibility, gender and adolescent-responsiveness, conservation and environmental sustainability. This includes the review of project documentations and plans, such as construction annexes, documents, budgets, progress reports. If travel restrictions permitting, the Monitoring Team will undertake up to four (4) oversight visits over four (4) years to the countries where the construction-related activities are taking place. Please note if COVID-19 travel restrictions continue, field visits might be postponed or cancelled. The Monitoring Team will also ensure that the implementing organization has adequate knowledge transfer activities in place to enable local stakeholders to sustain/maintain the facilities.
3. Provide recommendations and advice to KSD programming staff in a timely manner on the adoption of robust risk-management and time-cost optimization strategies in respect to approved and planned construction-related activities.
4. Conduct a GBA+ analysis to provide recommendations and advice to KSD staff responsible for MNCH and SRHR programming on how to help implementing partners make refurbished or newly-built health and WASH facilities more accessible, accommodating and inclusive to the specific needs of beneficiaries, i.e. women and girls; adolescents; individuals living with physical, sensory and/or intellectual disabilities; and/or members of marginalized groups as it relates to the overall development objectives of the project.

4. Description of the services to be provided:

4.1 Scope of the Work:

The Monitoring Team is expected to, on behalf of KSD programming staff:

4.1.1 Provide gender-sensitive and adolescent-friendly technical advice to KSD programming staff regarding the design, planning and construction of health and WASH facilities throughout the life-cycle of the projects. This includes but is not limited to:

- Reviewing and providing written comments and recommendations on planned and approved construction reports, plans and annexes, work plans, progress reports, financial reports/budgets, Project Implementation Plan, Logic Model and the Performance Measurement Framework, as well as other relevant documentation.
- Assessing whether the planned and approved construction-related activities align with the objectives outlined in the contribution agreements and other approval documents between DFATD and implementing partners.

4.1.2 Monitor on-going construction related activities implemented by organizations to ensure the achievement of expected results. This could include but is not limited to:

- Analyzing project progress towards achieving results as it pertains to construction-related activities.
- Surveying construction outputs and activities and making recommendations for adjustments to avoid potential pitfalls or duplication of efforts.
- Conducting field missions to verify progress of construction-related activities.
- Assessing the implementing organization's overall management of construction-related activities and provide feedback to KSD on the effectiveness of the implementing organization's ability to allocate appropriate financial and human resources to undertake planned and approved construction-related activities.
- Assessing the implementation of planned environmental sustainability measures related to the construction activities (as identified in the construction validation plan, PIP and other project documents), including both measures for mitigating potential negative environmental effects and measures for to enhance potential environmental opportunities.
- Consolidating results achieved from the above review and assessment to report on the capacity gaps of KSD implementing partners; identify proposed variations in the scope of work and level of effort needed to achieve project results; and, make recommendations for improvements, as required.

4.1.3 Perform a risk-assessment of construction-related activities implemented by implementing partners including, but not limited, to:

- Identify risks and appropriate mitigation measures as it pertains to construction-related activities.
- Assess the organizations' processes for planned construction-related activities to ensure that they meet the appropriate local or international building standards. If local building codes and/or standards and technical norms are deemed insufficient or, if no building code exists, the "National Building Code of Canada", as modified, or any other building code internationally recognized should be used instead, including the World Health Organization's [Guidelines on Sanitation and Health](#).
- Provide technical advisory services to KSD project officers on enhancing the accountability, sustainability, safety, quality and cost-efficiency of the construction-related activities.
- Review the organizations' reporting systems as they relate to construction-related expected outcomes.

4.1.4 Provide guidance for the planning and implementation of construction-related activities to KSD programming staff so that construction-related activities can have a positive impact on the health and safety of a diverse group of beneficiaries and the local environment. This could include but is not limited to:

- Provide guidance on how to design inclusive, accessible and safe structures.
- Propose green construction techniques adapted to local contexts.

- Promote inclusive and gender-sensitive planning, design, implementing, monitoring and reporting processes on construction-related activities, including inclusive procurement processes that support local employment and women-led businesses, as well as businesses led by members of other marginalized groups.

Please note that the Monitoring Team is not responsible for approving the structural integrity of construction-related activities or the quality of the facilities built or rehabilitated. This is solely the responsibility of the implementing organization.

4.2 Conduct of Business:

All work undertaken by the Monitoring Team shall comply with internationally accepted standards and practices, such as those advocated by the [International Federation of Consulting Engineers \(FIDIC\)](#);

The Monitoring Team shall ensure that all construction-related work undertaken by implementing organizations complies with the International Building Code, the Code of Practice for Cost-Effective Boreholes and/or existing and acceptable national/local building codes. If local building codes and/or standards and technical norms are deemed insufficient or, if no building code exists, the “National Building Code of Canada”, as modified, or any other building code internationally recognized should be used instead, including the World Health Organization’s [Guidelines on Sanitation and Health](#).

The timing and scheduling of all work undertaken by the Monitoring Team must conform to the schedule outlined in the deliverables section to ensure work is completed on time and within the budget as indicated in the work-plan;

The Monitoring Team shall use a feminist approach to their work, including, but not limited to, the utilization of the Government of Canada’s GBA+ tool <https://swc-cfc.gc.ca/gba-acis/index-en.html>.

5. Team Profile:

The Bidder will propose members of the Monitoring Team. The members of the Monitoring Team should possess a mix of experience, skills and thematic knowledge in the provision of construction-related technical advisory and monitoring services for health and gender equality projects being implemented in developing countries. In particular, expertise in civil/structural engineering, quantity surveying/cost estimating, design and construction of health and WASH infrastructure in developing countries. The Monitoring Team should have cumulative expertise providing technical advisory and monitoring services in the following sectors: 1) Engineering and/or Architecture, 2) Environmental Sustainability, 3) Gender Equality, 4) Health, including WASH, programming, and 5) International

Development. In particular, the Monitoring Team must have the capacity to ensure that Gender Equality is taken into account in all aspects of the provided services (i.e. design, implementation and reporting).

5.1 Team Composition:

Upon the discretion of the Bidder, the Monitoring Team will be comprised of:

- 1) One Construction-Specialist/Team-Leader, acting as a Team Leader, with experience providing technical and monitoring services for project with construction-related activities in an international development context. In particular, expertise in civil/structural engineering, architecture, environmental sustainability, quantity surveying/cost estimating and design. Additional experience advising and monitoring the construction of health and WASH infrastructure in developing countries will be awarded extra points. See evaluation grid for more information.
- 2) One Technical-Specialist with experience advising on gender-responsive and adolescent-friendly programming in an international development context. Additional experience advising and monitoring projects related to Health or WASH in developing countries will be awarded extra points. See evaluation grid for more information.

The Construction-Specialist/Team-Leader, acting as Team Leader, will be the main point of contact to work with the KSD staff responsible for each project. The Monitoring Team should thus expect to work with between 10-15 KSD staff members through the contract. The Construction-Specialist/Team-Leader will be responsible for seeking the input of the Monitoring Team, consolidating findings and, depending on the stage of construction, make recommendations to improve the achieving of project objectives as they pertain to construction-activities. The Construction-Specialist/Team-Leader must consolidate and effectively communicate observations and recommendations from all team members in reports to, and in correspondences, with KSD programming staff.

6. Roles and Responsibilities:

6.1 The Monitoring Team:

The Monitoring Team will provide Technical Assistance and Monitoring services to KSD programming staff managing the DFATD-funded projects being carried out by Canadian implementing partners.

The Construction-Specialist/Team-Leader will have the overall responsibility for:

- Reporting regularly on progress to the KSD programming staff;
- Responding to questions related to the work by email or phone call to the KSD programming staff;
- Consolidating findings from the Monitoring Team.

The Monitoring Team will have the overall responsibility for:

- Managing the Technical Assistance and Monitoring services following the work plan approved by KSD programming staff;
- Preparing and submitting all deliverables for revision and approval by KSD programming staff within the timeline established in Paragraph 7, below- Deliverables. (this will be established at the time of contract negotiation);
- Ensuring the quality assurance of all deliverables.

Note: The Monitoring Team is fully responsible to manage and administer all aspects of the local consultants' involvement in the services provided to the Department of Foreign Affairs, Trade and Development.

7. Deliverables:

The Monitoring Team will be expected to review construction-related documentation for multiple projects while meeting predetermined deadlines. The majority of implementing partners follow a January to December or an April to March fiscal period. Implementing partners can report on a quarterly, bi-annual or annual basis. During these times, the Monitoring Team will need to balance a higher than usual workload in order to provide feedback to KSD programming staff within 20 working days of documentation receipt. Deliverables for this assignment include, but are not limited to:

Deliverable	Timeline
Work-plan, including travel	Within 30 working days from date of a signed contract and receipt of program documentation
Written technical assistance, feedback, advice and recommendations to KSD programming staff on implementing partners' construction outputs, construction annexes, reports, work-plans and progress and financial reports;	On-going. Within 20 working days of documentation receipt.
Written monitoring mission reports of on-going construction-related activities carried out by implementing partners to ensure proper quality assurance and sustainability and quality of construction-related activities;	Within 30 working days after monitoring mission.
Ad Hoc Reports	Reports as requested by KSD staff. Within 20 working days of documentation receipt.
Final Report: Consolidation of technical advisory provided throughout the Service	By the end of the contract.

Contract, with lessons-learned and recommendations to GAC on how to improve programming in relation to the management of projects with construction activities.	
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Unless otherwise stated, the Monitoring Team will, to the extent possible:

- use both sides of the page when producing documents, reports, etc.;
- use recycled paper to print and produce reports and other documents.

8. Language Level:

Each member of the Monitoring Team must possess the following levels in English:

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

At least one member of the Consultant’s team must possess the following levels in French:

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

The description of the language requirements can be consulted in Annex 1 DESCRIPTION OF LANGUAGE SCALES/LEVELS

9. Meetings:

The Monitoring Team will participate in meetings, as required, with KSD programming staff and implementing partners in Canada and in the field as appropriate.

10. Travel:

The Monitoring Team will be expected to travel in order to conduct approximately four (4) field visits over four (4) years to monitor construction-related activities being carried out by implementing partners in developing countries. Each field visit will include travel to multiple countries in the same region. The location, time-frame and length of the field visits will be determined by KSD programming staff and the Monitoring Team. Projects with more complex construction-related activities or those which have experienced delays or operational issues will be prioritized. The large majority (about 75%) of these countries are located in sub-Saharan Africa, with the rest located in Asia and the Americas.

Please note if COVID-19 travel restrictions or other limitations of this nature continue, field visits may be reduced, postponed or cancelled.

11. Location of the Work:

The work will be performed primarily from the Monitoring Team's own offices but could include up to two (2) meetings in the National Capital Region per year that can be done in person, or via tele- or video- conferencing services.

12. Constraints:

The Monitoring Team will be expected to provide construction technical advisory and monitoring services in accordance with relevant DFATD policies, and acceptable local and international standards. If local building codes and/or standards and technical norms are deemed insufficient or, if no building code exists, the "National Building Code of Canada", as modified, or any other building code internationally recognized should be used instead, including the World Health Organization's [Guidelines on Sanitation and Health](#). It is the implementing partners' and their sub-contractors' responsibility to ensure adherence to the local building regulations and to guarantee public health and safety, fire protection, structural sufficiency, quality of construction activities implemented, accessibility, conservation, gender-responsiveness and environmental integrity with respect to buildings. The Monitoring Team is not responsible for quality assurance on behalf of either the implementing partner or the contractor.

13. Environment:

The Monitoring Team will be responsible for recommending ways to ensure that construction activities are environmentally sustainable and limit environmental degradation. The Monitoring Team will also assess whether environmental mitigation or enhancement measures outlined in the project documents are sufficient and appropriate for the type of construction undertaken and whether these measures have been effectively implemented. The Monitoring Team must notify KSD programming staff if they identify any construction-related activity that could have potential negative environment effect. In this case, KSD programming staff will take necessary action to ensure that the project is not likely to cause significant adverse environmental effects.

Annex 1: 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

Level	Proficiency	Definition
		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.
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.

Level	Proficiency	Definition
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

Level	Proficiency	Definition
		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

Guidance to Bidders

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

Definitions:

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

- (a) **“Assignment”**: a mandate with specific duties, deliverables and specific period, which involved a level of effort of at least twenty (20) days per year for a three (3) year minimum duration, on the part of the Proposed Individual. An Assignment can be part of a full-time job.
- (b) **“At least”** or **“minimum”**: the minimal expectation for a requirement. No points will be given if the minimal expectation is not demonstrated.
- (c) **“Construction”**: new construction, expansion or material enhancement of a fixed structure that requires the approval of an engineer or architect in the jurisdiction where the work is being carried out, or that is a ‘designated project’ within the meaning of the CEAA 2012. Construction is defined as structural works or non-structural works.
- (d) **Structural works** include new construction, refurbishment, expansion, restoration or the material enhancement of a fixed structure that require the approval of an engineer or architect, familiar with the jurisdiction where the work is being carried out.
- (e) **Non-structural works** can include improvements, renovations, alterations, and refurbishment that are *non-structural* or cosmetic in nature. Examples of non-structural work would include painting, floor covering, wall coverings, window replacements that do not change the size of the window opening, replacement of plumbing or conduits that do not affect structural elements and non-load bearing walls or fixtures (e.g., shelves, signs, lighting, etc.)
- (f) **“Developing Country(ies)”** includes any country(ies) listed in the OECD DAC list of ODA recipients available on the following webpage:
<https://www.oecd.org/dac/stats/documentupload/DAC%20List%20of%20ODA%20Recipients%202014%20final.pdf>.
- (g) **“International development”**: a mandate with the ultimate aim of reducing poverty and improving the well-being of people living in a developing country.
- (h) **“Recognized Education Institution”**: is defined as a public, non-governmental or private entity that has been given full or limited authority to grant degrees by an act of the relevant legislature.
- (i) **“Technical Assignment”**: means an assignment where the Bidder is directly responsible for the provision of technical subject matter expertise. Management or project management roles, project monitoring and evaluation assignments are considered, if and only if, they include the provision of technical component and the Bidder provides the level of effort and description associated to the technical component only.

 An Assignment with specific duties, deliverables and specific period, which involved a level of effort of at least twenty (20) days per year for a three (3) year minimum duration on the part of the Proposed Individual. An Assignment can be part of a full-time job.”
- (j) **“Gender Equality”**: acknowledges that men and women may sometimes require different treatment to achieve similar results, due to different life conditions or to compensate for past discrimination. Gender Equality, therefore, is the equal valuing by society of both the similarities

and the differences between women and men, and the varying roles they play. Gender equity means being fair to women and men. To ensure fairness, measures are often needed to compensate for historical and social disadvantages that prevent women and men from otherwise operating as equals. Equity leads to equality. Gender equality means that women and men enjoy the same status and have equal opportunity to realize their full human rights and potential to contribute to national, political, economic, social and cultural development, and to benefit from the results.

- (k) **“Gender-Based Analysis Plus”**: is the process by which a policy, program, initiative or service can be examined for its impacts on various groups of women and men and non-binary people. GBA+ provides a snapshot that captures the realities of women and men and non-binary affected by a particular issue at a specific time. The “plus” in GBA+ acknowledges that GBA goes beyond biological (sex) and socio-cultural (gender) differences. This includes multiple identity factors that intersect to make us who we are; GBA+ also considers many other identity factors, like race, ethnicity, religion, age, and mental or physical disability.
- (l) **“Gender-Responsive”**: Refers to the design of a product, project, policy or program that considers gender norms, roles and inequalities and aims to respond to the unique needs of women and girls in a manner that benefits them and encourages their equal and equitable engagement.
- (m) **“Adolescent-Friendly”**: Refers to the design of a product, project, policy or program that is appealing, effective, equitable and easily accessible to adolescents, who may have unique needs and face distinctive cultural and structural barriers compared to other age groups.
- (n) **“WASH”**: Water, sanitation and hygiene (WASH) emphasizes the teaching of basic sanitation and hygiene to communities and school children with a particular focus on girls' education and gender equality, as a necessary complement to the success of water and sanitation infrastructure projects.

Guidance to Bidders

Mandatory technical criteria

Bids must meet all the mandatory technical criteria described below.

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

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

Criteria No.	Mandatory Technical Criteria	Met/ Not Met
M1	<p><i>Education of Construction-Specialist/Team-Leader</i></p> <p>The Bidder’s proposed Construction-Specialist/Team-Leader must have at least a Bachelor’s degree in Engineering or Architecture from a recognized university.</p>	

	The Bidder MUST provide proof that the proposed resource has at least a Bachelor's degree in Engineering or Architecture, such as a copy of the diploma.	
M2	<p>Certification</p> <p>The Bidder's proposed Construction-Specialist/Team-Leader must currently be a certified and licensed professional registered with a Canadian or equivalent regulating body in profession relevant to the scope of work (Construction, Engineering, Architecture or Water, Sanitation and Hygiene (WASH)).</p> <p>The Bidder MUST provide proof that the proposed resource his a certified and licensed registered Canadian or equivalent regulating body in profession relevant to the scope of work.</p>	

Criteria No.	Rated Technical Criteria	Score
Criterion 1	Academic Qualifications	Score
R 1.1	<p>Using Form 4A the Bidder should indicate the highest level of education completed by the proposed Construction-Specialist/Team-leader in engineering or architecture.</p> <p>Scoring (up to 65 points): <i>Highest level of education achieved at a recognized university in a field related to the Sector (non-cumulative):</i></p> <ul style="list-style-type: none"> • Master's degree or above in engineering or architecture with a specialization in construction or water, sanitation and hygiene (WASH) from a recognized university with education standards equivalent to Canada: +60 points. • Training in topics related to environmental sustainability and/or green construction; additional 5 points 	/65
R 1.2	<p>Using Form 4A, the Bidder should demonstrate that the Technical-Specialist has the following academic qualifications in a field of study related to gender studies, health or international development.</p> <p>Scoring (up to 35 points): <i>Highest level of education achieved at a recognised university in a field related to the Sector (non-cumulative):</i></p> <ul style="list-style-type: none"> • Bachelor's degree in health, international development, gender studies or a similar field of study from a recognized university with education standards equivalent to Canada: 25 points; • Master's degree or above in health, international development, gender studies or a similar field of study from a recognized university with education standards equivalent to Canada: 35 points. 	/35

Total Points for R 1.1	/65
Total Points for R 1.2	/35
Total Points for Rated Technical Criterion 1	/100

Criterion 2	Sectoral Services Experience	
R 2.1	<p>Construction Sectoral Experience – Construction-Specialist/Team-Leader</p> <p>Using Form 4A, the Bidder should demonstrate that the Construction-Specialist/Team-Leader has sector experience working as either a licensed Engineer or Architect for at least ten (10) years or 1,500 cumulative working days in the construction industry with a specialization in the construction/refurbishment of health and/or water, sanitation and hygiene (WASH) facilities.</p> <p>Scoring (up to 100 points):</p> <ul style="list-style-type: none"> • At least ten (10) years or 1,500 cumulative days of working as a licensed engineer or architect.: 50 points; • At least ten (10) years or 1,500 cumulative days of working as a licensed engineer or architect in the construction industry: 75 points; • At least ten (10) years or 1,500 cumulative days of working as a licensed engineer or architect in the construction industry, plus sectoral experience in the construction and/or refurbishment of health and/or water, sanitation and hygiene (WASH) facilities: 100 points. 	/100
R2.2	<p>Public and Private Sector Experience Engaging with Stakeholders</p> <p>Using Form 4A, the Bidder should demonstrate that the proposed Monitoring Team, either the Construction-Specialist/Team-Leader or the Technical-Specialist, has cumulative experience engaging with at least one (1) different type of stakeholder during the provision of Technical Advisory and Monitoring Services within ten years of this RFP closing date.</p> <p>For the purpose of this sub-criterion, “experience with a stakeholder” means that the Proposed Individual:</p> <ul style="list-style-type: none"> • Worked directly for the stakeholder as an employee OR • Worked on an Assignment funded by the stakeholder; OR • Had a direct working relationship with the stakeholder. <p>Simply identifying stakeholders without supporting information could result in a score of zero (0) for this sub-criterion.</p> <p>DFATD will consider the following types of stakeholders:</p>	/ 40

	<ul style="list-style-type: none"> • Donor agencies (organizations that are part of a government that oversee or administer the financing of international development projects and programs); • Governmental organizations (that are part of a government, other than donor agencies; at all levels, including inter-governmental organizations); • Multilateral development institutions (organizations formed between nations to work on issues that relate to all of the countries in the organization, such as the ones listed at http://www.international.gc.ca/development-developpement/partners-partenaires/key_partners-partenaires_cles/index.aspx?lang=eng); • Non-governmental organizations (organizations that are not part of a government, that operate not-for-profit, and that pursue social aims); and • Private sector firms (organizations that are not part of a government and operate for profit). <p>Scoring (up to 40 points):</p> <ul style="list-style-type: none"> • Experience with 1 type of stakeholder: 10 points • Experience with 2 different types of stakeholder: 20 points; • Experience with 3 different types of stakeholders: 30 points; • Experience with 4 or more different types of stakeholders: 40 points. 	
Total Points for R 2.1		/100
Total Points for R 2.2		/40
Total Points for Rated Technical Criterion 2		/140

Criterion 3	Demonstrated Technical Capabilities	
R 3.1	<p>Using Form 4B, the Bidder should describe two (2) Sectoral Technical advisory and Monitoring Assignments completed within the last ten (10) years of the RFP closing date, to demonstrate that the Construction-Specialist/Team-Leader has significant experience providing monitoring and advising services regarding construction-related activities in an international development context.</p> <p>For each Assignment, the Bidder should describe the activities implemented by the Construction-Specialist/Team-Leader in carrying out <u>at least</u> three (3) of the following five (5) elements:</p> <ol style="list-style-type: none"> I. Monitoring and advising of construction-related activities including but not limited to ensuring: reviewing work plans and the design and use of monitoring tools; ensuring the quality of deliverables; reviewing the meeting of national building codes; identifying risks and appropriate. 	<p><i>/100</i> <i>Assignment</i> <i>#1</i></p> <p><i>/100</i> <i>Assignment</i> <i>#2</i></p>

	<p>II. Providing recommendations for the planning and implementation of construction-related activities to ensure the successful fulfilment of project objectives.</p> <p>III. Applying lessons-learned and integrating best practices for construction-related activities.</p> <p>IV. Monitoring and advising on the construction of public buildings (schools, clinics, hospitals etc.) and water, sanitation and hygiene (WASH) infrastructure.</p> <p>V. Experience integrating environmental sustainability, gender equality and other social impacts into their monitoring and advisory of construction work.</p> <p>Scoring: Points will be allocated based on the clear incorporation of the five elements listed above in the described Assignment, and if the Assignment occurred in an international development context. For each assignment, the Bidder could be allocated up to 100 points per assignment as follows:</p> <p><u>Number of elements incorporated into described assignment (maximum 75 points per assignment):</u></p> <ul style="list-style-type: none"> • Demonstration that the Monitoring Team carried out <u>at least three</u> (3) elements mentioned above: + 50 points; • Demonstration that the Monitoring Team carried out <u>at least four</u> (4) elements mentioned above: +65 points; • Demonstration that Monitoring Team carried out <u>all five</u> (5) elements related to the type of activities): +75 points; <p><u>International development context (maximum 25 points per assignment):</u></p> <ul style="list-style-type: none"> • The described Assignment <u>did not</u> occur in an international development context: 0 points. • The described Assignment <u>did</u> occur in an international development context: +25 points. <p>Maximum two (2) pages per assignment.</p>	
R 3.2	<p>Using Form 4B, the Bidder should describe one (1) Sectoral Technical and Monitoring Assignment completed within ten (10) years of the RFP closing date, that demonstrates that the Technical Specialist has significant experience providing technical advisory and monitoring services relating to gender equality, adolescent-friendly and or health programming in an international development context.</p> <p>For the one (1) Assignment, the Bidder should describe the methodology and activities implemented by the Technical Specialist in carrying out at least two (2) of the following three (3) elements:</p>	/100

	<p>I. Providing Technical advisory and Monitoring Services focusing on Health projects, programs, strategies and/or policies;</p> <p>II. Providing Technical advisory and Monitoring Services focusing on Gender Equality projects, programs, strategies and/or policies;</p> <p>III. Providing Technical advisory and Monitoring Services focusing on Adolescent-Friendly projects, programs, strategies and/or policies;</p> <p>Scoring: Points will be allocated based on Technical Specialist’s clear incorporation of at least two (2) the three (3) elements listed above in the described Assignment, and if the Assignment occurred in an international development context. The Bidder will be allocated up to 100 points for this assignment as follows:</p> <p><u>Number of elements incorporated into described assignment (maximum 75 points):</u></p> <ul style="list-style-type: none"> • Demonstration that the Technical Specialist carried out <u>at least two</u> (2) elements mentioned above: +60 points; • Demonstration that the Technical Specialist carried out <u>at least three</u> (3) elements mentioned above: +75 points; <p><u>International development context (maximum 25 points):</u></p> <ul style="list-style-type: none"> • The described Assignment <u>did not</u> occur in an international development context: 0 points. • The described Assignment <u>did</u> occur in an international development context: +25 points. <p>Maximum two (2) pages per assignment.</p>	
Total Points for Criteria 3		/300

TOTAL POINTS TECHNICAL	/540
MINIMUM TECHNICAL POINTS REQUIRED	330
TOTAL POINTS FINANCIAL	/260
TOTAL POINTS (technical and financial)	/800

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

Construction Technical Advisory and Monitoring Services for the Partnership for Development and Innovation Branch's Projects in Maternal, Newborn and Child Health (MNCH) and Sexual and Reproductive Health Right (SRHR)

A. Contract

TIME-BASED

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

OR

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

The following form an integral part of this Contract:

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

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

I. General Conditions (GC) of Contract

1. GENERAL PROVISIONS

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

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

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

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

1.2 Relationship Between the Parties

1.2.1 This is a Contract for the performance of Services for the benefit of the Recipient Country. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between DFATD and the Consultant. The Consultant is engaged by DFATD under the Contract as an independent Consultant for the sole purpose of providing the Services for the benefit of the Recipient Country. The Consultant, its Personnel, Contractors and Local Support Staff are not engaged under the Contract as employees, servants, partners or agents of DFATD and must not represent themselves as an agent or representative of DFATD or anyone. The Consultant is solely responsible for any and all payments, deductions, and/or remittances required by law in relation to its Personnel, Contractors and Local Support Staff.

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

1.3.1 The Contract must be interpreted and governed and the relations between the Parties determined by the laws in force in the Canadian province specified in the SC. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.

1.3.2 The Consultant must obtain and maintain at its own cost all permits, license regulatory approvals and certificates required to perform the Services. If requested by the Contracting Authority, the Consultant must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.

1.4 Headings

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

1.5 Priority of Documents

1.5.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list.

- (a) Special Conditions of Contract (SC);
- (b) General Conditions of Contract (GC);
- (c) Annex A: Basis of Payment;
- (d) Annex B: Terms of Reference;
- (e) Annex C: Security Requirements Check List (if applicable); and

(f) The Consultant's Proposal.

- 1.6 Notices**
- 1.6.1 Where in the Contract any notice, request, direction or other communication is required to be given or made by either Party, it will be in writing and is effective if delivered in person, by courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be addressed to the Party for whom it is intended at the address specified in the SC. Any notice will be effective on the day it is received at that address. The address of either Party may be changed by notice in the manner set out in this GC.
- 1.7 Location**
- 1.7.1 The Services will be performed at locations specified in Annex B, Terms of Reference, and, where the location of a particular task is not so specified, at such locations as DFATD may specify and/or approve.
- 1.8 Authority of Member in Charge**
- 1.8.1 If the Consultant consists of a consortium or joint venture, the Members authorize the entity specified in the SC (i.e. the Member in charge) to act on their behalf in exercising all the Consultant's rights and obligations towards DFATD under this Contract, including without limitation, the receiving of instructions and payments from DFATD.
- 1.9 DFATD Authorities**
- 1.9.1 Only the Contracting and Technical Authorities specified in the SC are authorized to take any action or execute any documents on behalf of DFATD under this Contract.
- 1.10 Successors and Assigns**
- 1.10.1 The Contract will ensure to the benefit of and be binding upon the Parties and their lawful heirs, executors, administrators, successors and permitted assigns.
- 1.11 Certifications provided in the Proposal**
- 1.11.1 Ongoing compliance with the certifications provided by the Consultant in its proposal is a condition of the Contract and subject to verification by DFATD during the entire period of Contract.
- 1.11.2 If the Consultant does not comply with any certification included in its proposal, or if it is found that the Consultant has omitted to declare, prior to entering into this Contract or during the period of Contract, any conviction or sanction, or if it is determined that any certification made by the Consultant in its Proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to the GC 2.8, to terminate the Contract.
- 1.11.3 Unless otherwise indicated in the SC, the Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "Federal Contractors Program Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Consultant in default as per the terms of the Contract.
- 1.12 Integrity Provisions**
- 1.12.1 The *Ineligibility and Suspension Policy* (the "Policy") and all related directives incorporated by reference into the Request for Proposal, that preceded this Contract, on its closing date are incorporated into, and form a binding part of the Contract. The Consultant must comply with the provisions of the Policy and directives, which can be found on the Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).
- 1.12.2 Ongoing compliance with the provisions of the Integrity Regime is a condition of the Contract and subject to verification by DFATD during the entire period of the Contract.

1.12.3 Where a Consultant is determined to be ineligible or suspended pursuant to the Integrity Regime during performance of the Contract, DFATD may, following a notice period of no less than two weeks, during which time the Consultant may make representations on such matters as maintaining the contract, terminate the contract for default. A termination for default does not restrict DFATD's right to exercise any other remedy that may be available against the Consultant.

1.13 Conflict of Interest

1.13.1 Given the nature of the work to be performed under this Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the Consultant acknowledges that it will not be eligible to bid, either as a Consultant or as a Sub-consultant or Contractor (including as an individual resource) or to assist any Third Party in bidding on any requirement relating to the work performed by the Consultant under this Contract. DFATD may reject any future proposal for which the Consultant would be the Bidder or may be otherwise involved in the proposal, either as a Sub-consultant or a Contractor, as an individual resource, or as someone (either itself or its employees) who may have advised or otherwise provided assistance to the Bidder.

1.13.2 The Consultant acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c.9, s.2), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

1.13.3 The Consultant declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person with a view of influencing the entry into the Contract or the administration of the Contract.

1.13.4 The Consultant must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Consultant must have no financial interest in the business of a Third Party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Consultant must immediately declare it to the Contracting Authority.

1.13.5 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event that the Consultant becomes aware of any matter that causes or is likely to cause a conflict in relation to the Consultant's performance under the Contract, the Consultant must immediately disclose such matter to the Contracting Authority in writing.

1.13.6 If the Contracting Authority is of the opinion that a conflict exists as a result of the Consultant's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Consultant to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Consultant, its Personnel, or Contractors, which may or may appear to impair the ability of the Consultant to perform the Services diligently and independently.

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

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

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

2.4 Contract Approvals

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

2.4.2 Delays Related to Approval
(a) The Technical Authority may request modifications to the deliverables through a notice as described in the GC 1.6.
(b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within the timeframe specified in the SC.

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

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

2.5 Time of the essence

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

2.6 Excusable Delay

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

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

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

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

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

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

2.6.4

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

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

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

2.7 Suspension of Services

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

2.8 Termination due to default of Consultant

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

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

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

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

**2.9
Termination
for
Convenience**

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

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

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

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

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

**2.10 Cessation
of Rights and
Obligations**

- 2.10.1 Upon termination of this Contract pursuant to the GC 2.7, 2.8, or 2.9, or upon expiration of this Contract pursuant to the GC 2.2, all rights and obligations of the Parties will cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or expiration;

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

**2.11
Assignment of
Contract**

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

***Standard of
Performance***

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

***Warranty by
Consultant***

- 3.1.2
- (a) In line with fundamental principles of human rights that are embedded in the *Canadian Charter of Rights and Freedoms*, DFATD prohibits discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability. The Consultant represents and warrants that:
 - (i) it agrees to abide by any governing law protecting individuals against any manner of discrimination regardless of location of work;
 - (ii) it must not 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 agrees to keep the information confidential and that it will be used only to perform the subcontract.

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

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

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

(a) is publicly available from a source other than the other Party; or

(b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or

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

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

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

***Insurance
Specified by
DFATD***

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

***Additional
Insurance***

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

***Insurance
Certificates***

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

Litigation

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

No Waiver

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

**3.4 Security
Requirements**

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

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

3.4.2 Obligations Related to Security

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

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

3.4.3 Security Measures

- (a) Except for Afghanistan contracts, it is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. If the Consultant determines that a security plan is necessary, the Consultant will develop, adapt and implement a security plan based on international best practices in this area, taking the following into consideration:
 - i. Security related issues and challenges in general, and within the Project area;
 - ii. Local customs, laws and regulations;

- iii. Restrictions and protocols for movement in the Project area, where applicable;
- iv. Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required;
- v. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.);
- vi. Evacuation, including emergency medical evacuation, procedures;
- vii. Abduction/Missing person protocol(s); and
- viii. Processes for security awareness updates, as required.

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

For all contracts:

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

3.4.4 Personnel

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

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

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

3.4.5 Sub-consultants and Contractors

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

3.5 Initial Visit and Audit

- 3.5.1 To improve project implementation DFATD may conduct an initial visit after the signature of the Contract. The objective of the initial visit is to review the terms and conditions of the Contract with the Consultant, and to ensure that the Consultant's financial management of the project can be done efficiently and in accordance with the requirements of the Contract. The Consultant agrees to allow for the initial visit

and to provide the DFATD Representative with the facilities, personnel, and any information required for the purposes of the initial visit, all at no cost to DFATD.

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

3.6 Liability

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

3.7 Ownership of Intellectual and Other Property Including Copyright

Definitions

- 3.7.1 The following definitions apply to this GC.
- (a) “applicable national law” means, notwithstanding the law applicable to the Contract, the law of a country that applies to works and governs, in that country, acts reserved to an owner of a work, such as, in Canada, the *Copyright Act*.
 - (b) “intellectual property rights” or “rights” means, for the work, all or any of the acts reserved to the owner by the applicable law in the country where the licence or assignment of rights is exploited under the Contract, or the acts that the Parties to the Contract recognize as being reserved to the owner, especially by reference to the applicable law in Canada if there is no applicable law in a country or if this law is silent regarding an act.
 - (c) “moral rights” means right to the authorship and right to the integrity of the work the author is recognized as having under the applicable national law.
 - (d) “owner of intellectual property rights” or “owner” means any holder of intellectual property rights in a work as defined by the applicable national law or by the Parties to the Contract, especially by reference to the applicable law in Canada, if there is no national law or if this law is silent regarding a definition thereof, including the creator of the work, the creator’s employer if the creator’s employer owns rights under the applicable national law or under an agreement with the employee, coholders of rights in the work produced

by the collaboration of two or more co-creators whose respective contributions cannot be distinguished, or the assignee or coassignees of rights in the work.

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

***Licenses and
Assignments***

Beneficiaries of the assistance project

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

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

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

3.7.3 Assignment of rights in lieu of a licence

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

Her Majesty

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

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

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

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

In consideration of the price of its services under the Contract, the Consultant assigns to Her Majesty, for all forms of exploitation worldwide, all intellectual property rights

in each draft and version of any work created under the contract that according to the Technical Authority serves to define or manage the assistance project, including proposals pertaining to the design, conceptualization, planning, or implementation of the assistance project, the implementation plan and work plans, narrative, financial, and technical reports, and any other work identified by the Technical Authority.

Licence for works created outside the Contract

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

Moral rights

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

Ownership symbol and public recognition

3.7.8 The Consultant must ensure that:

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

Transfer of Obligations

3.7.9 Transfer of Obligations to Employed Creators

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

3.7.10 Transfer of Obligations to any Contractual Network of the Consultant

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

Description of works

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

or any other creator in any contractual network of the Consultant and the network of any sub-contractor. The Consultant is responsible for the accuracy of the description.

Copies to be delivered

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

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

- 3.7.13 Certification regarding Clearance of Rights

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

- 3.7.14 Warranty regarding Non-Infringement of Rights

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

- 3.7.15 Certification of Compliance

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

3.8 Intellectual Property Infringement and Royalties

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

- 3.8.2 The Consultant has no obligation regarding claims that were only made because:
- (a) DFATD modified the work or part of the work without the Consultant's consent or used the work or part of the work without following a requirement of the Contract; or
 - (b) the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
 - (c) the Consultant used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Consultant has included the following language in its own contract with the supplier of that equipment: "[Supplier name] acknowledges that the purchased items will be used by DFATD. If a Third Party claims that equipment supplied under this Contract infringes any intellectual property right, [supplier name], if requested to do so by either [Consultant name] or DFATD, will defend both [Consultant name] and DFATD against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Consultant's responsibility and, if the Consultant does not do so, it will be responsible to DFATD for the claim.

- 3.8.3 If anyone claims that, as a result of the work, the Consultant or DFATD is infringing its intellectual property rights, the Consultant will immediately do one of the following:
- (a) take whatever steps are necessary to allow DFATD to continue to perform the allegedly infringing part of the work; or
 - (b) modify or replace the work to avoid intellectual property infringement, while ensuring that the work continues to meet all the requirements of the Contract; or
 - (c) refund any part of the contract price that DFATD has already paid.

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

**3.9 Equipment,
Vehicles and
Materials**

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

- 3.10 Use of DFATD/ Recipient Country property, facilities and electronic media**
- 3.10.1 The Consultant must not use any of the goods, materials, equipment, facilities, furnishings or vehicles of DFATD, or the Recipient Country, including photocopiers, typewriters, computers and word processors for rendering any part of the Services, mandate or functions described in the Contract, unless previously agreed to in writing by the DFATD Representative. If use is authorized, the Consultant agrees to return these items and to reimburse DFATD, or the Recipient Country for missing or damaged items. When authorized to use DFATD electronic media, it is strictly for approved Contract activities. DFATD reserves the right to impose sanctions, including Contract termination, in accordance with the GC 2.8, for any improper use of electronic media.
- 3.11 Economic Sanctions and Other Trade Controls**
- 3.11.1 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-controles/index.aspx?lang=eng>
- 3.11.2 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.
- 3.11.3 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).
- 3.11.4 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.
- 3.11.5 The Consultant will include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Contract.
- 3.12 Public recognition**
- If applicable as specified in the SC, to make Canadians and populations of recipient countries aware of international development assistance [programs/projects/activities] funded by DFATD, the Consultant agrees to publicize in Canada and abroad, at no additional cost to DFATD, DFATD's financial contribution for the implementation of the [program/project/activity] stipulated in this Contract for the Services.
- To this end, the Consultant agrees to abide by the Public Recognition clause indicated in the SC.

4. CONSULTANTS' PERSONNEL

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

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

4.6 Improper conduct or abandonment 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 Method of Payment**

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

6. PAYMENTS TO THE CONSULTANT**6.1 Contract Amount and Limitation of Expenditure**

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

whichever comes first.

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

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

Taxes

6.1.6 Applicable Taxes

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

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

6.1.8 Applicable Taxes included in the cost of Services:

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

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

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

6.1.10 Tax Withholding

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

6.2 Basis of Payment

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

- (a) Fees of the Personnel as set forth in the GC 6.2.2 and 6.2.3; and
- (b) Reimbursable Expenses at cost without mark-up as set forth in the GC 6.2.5.
- 6.2.2 Payment for the Personnel must be determined on the basis of time actually worked by such Personnel in the performance of Services after the date determined in accordance with the GC 2.1 at the Fees referred to in Annex A, Basis of Payment. A detailed basis of payment is provided in Annex A.
- 6.2.3 The Fees referred to under the GC 6.2.2 above will include for the Personnel based in Consultant's country or Personnel's home country or on Travel Status in the Recipient Country, the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC in the Consultant's country up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.
- 6.2.4 The Fees stated in the GC 6.2.3 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed will be determined and approved by DFATD on the basis of the points of origin and destination.
- 6.2.5 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses:
- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed, but must not exceed the limits in the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca>:
- (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Consultant must obtain the lowest possible airfare (including by such means as by booking the reservation as soon as possible). The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant must be able to demonstrate with proper supporting documentation considered satisfactory to DFATD; the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes must be documented in the Consultant's project file;
- (ii) the cost of meals and incidental allowance in respect of the Personnel for every Day in which the Personnel is absent from the Consultant's or Personnel's home office for purposes of the Services as well as private vehicle usage, not exceeding the meal, incidental and private vehicle allowances specified in Appendices B, C and D of the Directive;
- (iii) the cost of registration, photographs, and courier services related to obtaining a visa/ work permit;

- (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, not exceeding the limits in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive; and
 - (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to “travelers” rather than to “employees”;
- (b) any other reasonable expenses, which are not considered to be Fees, overhead or direct costs and that are not included in the above categories, that are specified in the SC and required to carry out the project.

6.2.6 Fees are fixed on an annual basis.

6.3 Currency of Payment

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

6.4 Performance Guarantee

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

Holdback

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

6.5 Mode of Billing and Payment

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

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

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

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

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

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

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

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

- 6.5.7 With the exception of the final payment under the GC 6.6, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations under the Contract. DFATD will have the right to reject any Services that are not in accordance with the requirements of the Contract and require correction or replacement of such Services at the Consultant's expense.
- 6.6 Final Payment** 6.6.1 When it has been established to DFATD's satisfaction that the Consultant has performed, furnished or delivered all Services required under the Contract, and upon receipt of the certificate stating that all the Consultant's financial obligations to the Personnel, Local Support Staff or Contractor(s) have been fully discharged, DFATD will release the holdback and pay the balance due against the Contract.
- 6.7 Right of Set-Off** 6.7.1 Without restricting any right of set-off given or implied by law or by any provision of the Contract or any other agreement between DFATD and the Consultant, DFATD may set off against any amount payable to the Consultant by DFATD under the Contract, or under any other contract. DFATD may, when making a payment pursuant to the Contract, deduct from the amount payable to the Consultant any such amount payable to DFATD by the Consultant which, by virtue of the right of set-off, may be retained by DFATD.
- 6.8 Interest on Overdue Accounts** 6.8.1 In this GC:
- (a) "amount due and payable" means an amount payable by DFATD to the Consultant in accordance with the GC 6.2 of the Contract;
 - (b) "overdue amount" means an amount due and payable which has not been paid within 30 Days following the date upon which the invoice and statement documentation specified in the GC 6.5.2 has been received by DFATD;
 - (c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
 - (d) "bank rate" means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and
 - (e) "due date" means 30 Days after receipt of the invoice and statement documentation specified in the GC 6.5.2.
- 6.8.2 DFATD will pay at the Consultant's request, simple interest at the bank rate plus 3 percent on any amount overdue.
- 6.8.3 Interest will not be payable on holdbacks.
- 6.8.4 Interest will only be paid when DFATD is responsible for the delay in paying the Consultant.
- 6.9 Debts left in the Recipient Country** 6.9.1 If the Consultant, and/or a member of its Personnel and/ or a Contractor(s) leave the Recipient Country without discharging a debt legally contracted there, DFATD may, after giving written notice to the Consultant and conferring with the Consultant in this matter, apply any money payable to the Consultant under the Contract toward the liquidation of the debt in question.

7. COMPLAINT MECHANISM AND SETTLEMENT OF DISPUTES

7.1 Alternate dispute resolution

7.1.1 The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle (for DFATD, the Technical and Contracting Authorities). If 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 Administration

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

II. Special Conditions (SC) of Contract

Number of GC	Amendments of, and Supplements to, the General Conditions of the Contract
Definitions (e), (z) and 1.9	<p>Contracting Authority</p> <p>The Contracting Authority for this Contract is:</p> <p style="color: red;"><i>«Name of the delegated signing authority as per DFATD Delegation Instrument »</i> <i><Title></i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p> <p>Technical Authority</p> <p>The Technical Authority for this Contract is:</p> <p style="color: red;"><i>«Name of the Project Manager»</i> <i>< Title></i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p>
Definitions (m)	For the purpose of this Contract, the following positions are also acceptable under the Local Support Staff: <i>not applicable</i>
Definitions (u)	There are over twenty recipient countries
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 - Organization Symbol]</i> Facsimile: _____</p> <p>Attention: <i>[insert name of the technical authority - Organization Symbol]</i></p>

	<p>Facsimile: _____</p> <p>Consultant (all Members of a consortium should be listed here):</p> <p>Attention: _____</p> <p>Facsimile : _____</p>
1.8	The Member in charge is <i>[insert name of member]</i>
2.1.1 and 2.2.1	The period of the Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.
2.4.2	The Consultant must address the requested modifications to DFATD satisfaction within <i>[insert number of days]</i> Days.
3.3	<p>1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development; (b) Bodily Injury and Property Damage to Third Parties; (c) Product Liability and Completed Operations; (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character; (e) Cross Liability and Separation of Insured; (f) Employees and, if applicable, Volunteers as Additional Insured; (g) Employer’s Liability; (h) Broad Form Property Damage; (i) Non-Owned Automobile Liability; and (j) 30 Days written notice of policy cancellation. <p>2. Errors and Omissions Liability Insurance</p> <p>If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and (b) 30 Days written notice of cancellation. <p>3. Workers’ Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker’s Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its</p>

	<p>Personnel performing the work on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law; (b) Cross Liability and separation of insured, to the extent permitted by law; (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and (d) 30 Days written notice of cancellation. <p>4. War Risk Accidental Death and Dismemberment Insurance, for the Personnel working in areas considered to be war zones. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Consultant's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.</p>
<p>3.4.1</p>	<p>Security Requirement: not applicable</p>
<p>3.4.2</p>	<ul style="list-style-type: none"> (e) It is recommended that the Consultant subscribe to a security service in order to receive daily security related information. (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>	<ul style="list-style-type: none"> (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: <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.

<p>3.12</p>	<p>The Public Recognition clause is applicable to this Contract:</p> <p>YES___ NO___</p> <p>3.12.1 In consultation with DFATD, the Consultant must ensure visibility and provide public recognition of Canada’s support to the Project in publications, speeches, press releases, websites, social media or other communication material. This must be done in a manner compliant with Canada’s Federal Identity Program.</p> <p>3.12.2 The Consultant must plan for, and report on its public recognition activities in accordance with the reporting requirements of the Contract. The Consultant must supply DFATD with a copy of any written or electronic material acknowledging DFATD's support or information on their public recognition activities. DFATD may provide content and input into any supporting communication material.</p> <p>3.12.3 The Consultant must provide at least fifteen (15) days advance notice to DFATD, unless otherwise agreed upon, of any planned initial public announcement of Canada’s support. Prior to the initial announcement or until such time that DFATD publishes the Project in the public domain, communications activities must be limited to routine communications associated with Project implementation. DFATD will have the right to make the initial public announcement or participate in any official ceremony, public event or announcement made by the Consultant.</p> <p>3.12.4 All public materials issued jointly by DFATD and the Consultant must be judged acceptable by both Parties and will be made available in both English and French.</p> <p>3.12.5 After consultation, DFATD or the Consultant may request to cease all public recognition activities inter alia for security, programming or other compelling reasons. DFATD and the Consultant will consult each other to determine when the public recognition activities may resume.</p>
<p>4.2.1 and 6.2.3</p>	<p>Number of hours in a Day is 7.5.</p>
<p>6.1.1</p>	<p>The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i>, Applicable Taxes extra.</p>
<p>6.1.6</p>	<p>The estimated amount of Applicable Taxes is: <i>[insert amount]</i></p>
<p>6.2.5</p>	<p>In addition to the listed Reimbursable Expenses in the GC 6.2.5, the following expenses will also be considered Reimbursable Expenses under the Contract:</p> <p><i>[Insert details if applicable or Insert Not Applicable]</i></p> <p>(a) purchase and transportation costs of equipment and supplies required to carry out the project;</p> <p>(b) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;</p> <p>(c) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and micro copying);</p>

	<p>(d) the actual cost of salaries and fringe benefits for Local Support Staff;</p> <p>(e) the actual and reasonable costs of office rental and vehicle rental;</p> <p>(f) the actual and reasonable costs of local transportation;</p> <p>(g) the actual and reasonable costs of the Contractor(s) who may be contracted to perform part of the services described in Annex B, Terms of Reference, including labour and materials.</p>
<p>6.4.2</p>	<p>Option1: This holdback may be released subject to the satisfactory performance of the Consultant, as determined by DFATD, on an annual basis commencing at the completion of each successive year of the Contract (i.e. the holdback for the first year may be released at the completion of the second year, the second at the completion of the third year, etc.).</p> <p>Option 2: This holdback may be released subject to the satisfactory performance of the Consultant, as determined by DFATD at the end of the Contract.</p>
<p>6.5.2</p>	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice, in <i>[insert number]</i> copies, of the Consultant’s Fees for the Services rendered and expenses paid during the previous month supported by the following documentation properly completed:</p> <ul style="list-style-type: none"> (a) Details of the time worked for each individual: the name, date, number of hours worked, and description of activities undertaken for each Day. The Consultant may include this information on their invoice or submit timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Consultant and made available to DFATD upon request. (b) Details of Reimbursable Expenses paid, including all information which supports the expenses. (c) for expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, “detailed information” means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense. (d) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency. (e) if the Consultant submits an electronic invoice, DFATD will identify it as the original invoice. (f) In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 6.2.3, the Consultant must present a document in support of a claim for such Services which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.

6.5.3

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

Distribution and Mail Services - AAG
Lester B. Pearson Building
125 Sussex Drive
Ottawa, Ontario
Canada
K1A 0G2

and must indicate the following codes:

Purchase order:
WBS Element:
GL Acct/ CC/ Fund:
Vendor:
Project number:

III. Annexes

Annex A: Basis of Payment
Annex B: Terms of Reference

ANNEX A – BASIS OF PAYMENT

For multi-year (yearly rate)

1. PERSONNEL	FIRM ALL-INCLUSIVE DAILY FEE, \$				SUB-TOTAL ESTIMATED COST
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	
1.1 Personnel					
<i>Position A</i>					
<i>Position B</i>					
<i>Position C</i>					
<i>Sub-Total – Personnel FEES, \$</i>					
2. Reimbursable Expenses					
2.1 Travel and living expenses					\$
2.2 Equipment purchase and transportation costs					\$
2.3 Communication costs					\$
2.4 Translation and reproduction costs					\$
2.5 Cost of Local Support Staff					\$
2.6 Cost of office and/or vehicle rental					\$
2.7 Costs of local transportation					\$
2.8 Costs of Contractor(s)					\$
2.9 Other relevant costs					
<i>Sub-Total – Reimbursable Expenses, \$</i>					
Contract Amount Excluding Applicable Taxes \$					

ANNEX B – TERMS OF REFERENCE (TOR)**4. Title:**

Provision of Technical Advisory and Monitoring Services for the Partnership for Development and Innovation Branch (KFM)’s Projects in Maternal, Newborn and Child Health (MNCH) and Sexual and Reproductive Health and Rights (SRHR) with construction-related activities.

5. Context:

Canada committed \$3.5 billion for the 2015-2020 period to support maternal, newborn and child health (MNCH). In 2017, Canada committed an additional \$650 million to address the critical programming gaps in sexual and reproductive health and rights (SRHR) in developing countries. To support these commitments, the Canadian Partnerships for Development Innovation Branch (KFM) of DFATD is currently funding eleven projects that have a construction, infrastructure or physical works component (hereafter referred to as “construction projects” or “construction-related activities”) in Latin America, Asia and Africa. Furthermore, about seven to ten projects are expected to be approved in FY 2020/21 (1 April 2020 - March 2021) that will include construction-related activities. These include, but are not limited to: (1) building new small-scale health and WASH facilities; (2) rehabilitating existing small-scale health and WASH facilities; and, (3) equipping existing health facilities with new or improved water, sanitation and hygiene (WASH) infrastructure to improve the health of women, adolescent girls and children in developing countries.

The Social Development Partnerships Division (KSD) is responsible for managing these projects. KSD requires the support of a Monitoring Team, composed of a Construction-Specialist/Team-Leader and a Technical-Specialist (hereafter referred to as the “Monitoring Team”), to provide technical advisory and monitoring services of the construction projects undertaken by organizations (hereafter referred to as “implementing partners”) receiving DFATD funding. This is part of KSD’s quality assurance framework specific to projects with construction components. The support of a Monitoring Team is required to ensure that implementing partners employ appropriate expertise and approaches, consistent with local industry standards and best practices, when engaging in construction-related activities. If local building codes and/or standards and technical norms are deemed insufficient or, if no building code exists, the “National Building Code of Canada”, as modified, or any other building code internationally recognized should be used instead, including the World Health Organization’s [Guidelines on Sanitation and Health](#). Throughout the projects’ life-cycles, the Monitoring Team will identify, address and monitor possible construction-related risks which could impede the completion of safe, effective and cost-efficient structures in line with the projects’ approved parameters, as outlined in approval documents.

KSD anticipates that approximately fifteen to twenty-one projects carried out by implementing partners will include construction-related activities requiring technical advisory and monitoring

services, representing about \$15 million in structural and/or non-structural construction in about twenty developing countries (75% in sub-Saharan Africa), including but not limited to: the construction or refurbishment of small-scale health and WASH facilities mostly servicing rural populations. Seven projects are in the final stages of their life-cycle and the Monitoring Team will be expected to review final construction reports and ensure that all objectives set out in the project approval documents have been met. Four projects are operational and the Monitoring Team will be expected to review project documentation, including construction plans, budgets, work-plans and progress reports, and ensure that all implemented construction-related activities are consistent with industry standards and best practices, and are on track to meet their objectives. four to ten projects are expected to be in the early stages of their life-cycle; the Monitoring Team will be expected to review the Project Implementation Plan, Logic Model and Performance Management Framework, as well as construction plans, budget, work-plans and reports to advise KSD on their quality, appropriateness and consistency with industry standards and best practices. For these four to ten projects, construction activities include but are not limited to: refurbishment and minor structural works, such the construction of WASH and biomedical waste management needs in existing health facilities. Generally, construction activities occur earlier in the project life-cycle. Therefore, the Monitoring Team should expect projects in the start-up and operational stage to require a higher level of effort than projects which are terminating.

In addition, and in alignment with Global Affairs Canada's Feminist International Assistance Policy (FIAP) launched in 2017, a gender-based analysis plus (GBA+) lens must be applied during the planning and delivery of the monitoring services outlined under these terms of reference. This is done to ensure that all construction-related activities undertaken with DFATD funding are inclusive and accessible to a wide and diverse group of beneficiaries. These demographic factors include, but are not limited to, gender, age, race, religion, sexual orientation and individuals living with physical, sensory and/or intellectual disabilities or other identity factor.

More information on Canada's commitment to Gender-Based Analysis Plus (GBA+) can be found at cfc-swc.gc.ca.

6. Objectives:

In accordance with Treasury Board requirements of quality assurance for construction activities and the requirements outlined in the projects' Contribution Agreements, KSD requires the services of a Monitoring Team composed of (1) a Construction-Specialist/Team-Leader and (1) a Technical specialist, to provide monitoring and technical advisory services to DFATD staff responsible for health projects with construction-related activities. The Monitoring Team will support the KSD programming staff member responsible for overseeing each of the 15-21 projects to improve the overall quality of KSD's development programming in MNCH and SRHR as it relates to construction-related activities. The Monitoring Team will not provide advice or support to the implementing organizations or their sub-contractors.

KSD is seeking the services of a Monitoring Team for four purposes:

5. Ensure that the proper planning, budgeting, technical support and monitoring mechanisms are in place to execute construction-related activities according to the objectives and deadlines outlined in the contribution agreement and other approval documents between GAC and implementing organizations,
6. Ensure that the proper planning, budgeting, technical support and monitoring mechanisms are in place to execute construction-related activities according to quality assurance and procurement best-practices, the standards for public health and safety, fire protection, structural sufficiency, accessibility, gender and adolescent-responsiveness, conservation and environmental sustainability. This includes the review of project documentations and plans, such as construction annexes, documents, budgets, progress reports. If travel restrictions permitting, the Monitoring Team will undertake up to four (4) oversight visits over four (4) years to the countries where the construction-related activities are taking place. Please note if COVID-19 travel restrictions continue, field visits might be postponed or cancelled. The Monitoring Team will also ensure that the implementing organization has adequate knowledge transfer activities in place to enable local stakeholders to sustain/maintain the facilities.
7. Provide recommendations and advice to KSD programming staff in a timely manner on the adoption of robust risk-management and time-cost optimization strategies in respect to approved and planned construction-related activities.
8. Conduct a GBA+ analysis to provide recommendations and advice to KSD staff responsible for MNCH and SRHR programming on how to help implementing partners make refurbished or newly-built health and WASH facilities more accessible, accommodating and inclusive to the specific needs of beneficiaries, i.e. women and girls; adolescents; individuals living with physical, sensory and/or intellectual disabilities; and/or members of marginalized groups as it relates to the overall development objectives of the project.

4. Description of the services to be provided:

4.1 Scope of the Work:

The Monitoring Team is expected to, on behalf of KSD programming staff:

4.1.1 Provide gender-sensitive and adolescent-friendly technical advice to KSD programming staff regarding the design, planning and construction of health and WASH facilities throughout the life-cycle of the projects. This includes but is not limited to:

- Reviewing and providing written comments and recommendations on planned and approved construction reports, plans and annexes, work plans, progress reports, financial reports/budgets, Project Implementation Plan, Logic Model and the Performance Measurement Framework, as well as other relevant documentation.
- Assessing whether the planned and approved construction-related activities align with the objectives outlined in the contribution agreements and other approval documents between DFATD and implementing partners.

4.1.2 Monitor on-going construction related activities implemented by organizations to ensure the achievement of expected results. This could include but is not limited to:

- Analyzing project progress towards achieving results as it pertains to construction-related activities.
- Surveying construction outputs and activities and making recommendations for adjustments to avoid potential pitfalls or duplication of efforts.
- Conducting field missions to verify progress of construction-related activities.
- Assessing the implementing organization's overall management of construction-related activities and provide feedback to KSD on the effectiveness of the implementing organization's ability to allocate appropriate financial and human resources to undertake planned and approved construction-related activities.
- Assessing the implementation of planned environmental sustainability measures related to the construction activities (as identified in the construction validation plan, PIP and other project documents), including both measures for mitigating potential negative environmental effects and measures for to enhance potential environmental opportunities.
- Consolidating results achieved from the above review and assessment to report on the capacity gaps of KSD implementing partners; identify proposed variations in the scope of work and level of effort needed to achieve project results; and, make recommendations for improvements, as required.

4.1.3 Perform a risk-assessment of construction-related activities implemented by implementing partners including, but not limited, to:

- Identify risks and appropriate mitigation measures as it pertains to construction-related activities.
- Assess the organizations' processes for planned construction-related activities to ensure that they meet the appropriate local or international building standards. If local building codes and/or standards and technical norms are deemed insufficient or, if no building code exists, the "National Building Code of Canada", as modified, or any other building code internationally recognized should be used instead, including the World Health Organization's [Guidelines on Sanitation and Health](#).
- Provide technical advisory services to KSD project officers on enhancing the accountability, sustainability, safety, quality and cost-efficiency of the construction-related activities.
- Review the organizations' reporting systems as they relate to construction-related expected outcomes.

4.1.4 Provide guidance for the planning and implementation of construction-related activities to KSD programming staff so that construction-related activities can have a positive impact on the health and safety of a diverse group of beneficiaries and the local environment. This could include but is not limited to:

- Provide guidance on how to design inclusive, accessible and safe structures.
- Propose green construction techniques adapted to local contexts.

- Promote inclusive and gender-sensitive planning, design, implementing, monitoring and reporting processes on construction-related activities, including inclusive procurement processes that support local employment and women-led businesses, as well as businesses led by members of other marginalized groups.

Please note that the Monitoring Team is not responsible for approving the structural integrity of construction-related activities or the quality of the facilities built or rehabilitated. This is solely the responsibility of the implementing organization.

4.2 Conduct of Business:

All work undertaken by the Monitoring Team shall comply with internationally accepted standards and practices, such as those advocated by the [International Federation of Consulting Engineers \(FIDIC\)](#);

The Monitoring Team shall ensure that all construction-related work undertaken by implementing organizations complies with the International Building Code, the Code of Practice for Cost-Effective Boreholes and/or existing and acceptable national/local building codes. If local building codes and/or standards and technical norms are deemed insufficient or, if no building code exists, the “National Building Code of Canada”, as modified, or any other building code internationally recognized should be used instead, including the World Health Organization’s [Guidelines on Sanitation and Health](#).

The timing and scheduling of all work undertaken by the Monitoring Team must conform to the schedule outlined in the deliverables section to ensure work is completed on time and within the budget as indicated in the work-plan;

The Monitoring Team shall use a feminist approach to their work, including, but not limited to, the utilization of the Government of Canada’s GBA+ tool <https://swc-cfc.gc.ca/gba-acg/index-en.html>.

14. Team Profile:

The Bidder will propose members of the Monitoring Team. The members of the Monitoring Team should possess a mix of experience, skills and thematic knowledge in the provision of construction-related technical advisory and monitoring services for health and gender equality projects being implemented in developing countries. In particular, expertise in civil/structural engineering, quantity surveying/cost estimating, design and construction of health and WASH infrastructure in developing countries. The Monitoring Team should have cumulative expertise providing technical advisory and monitoring services in the following sectors: 1) Engineering and/or Architecture, 2) Environmental Sustainability, 3) Gender Equality, 4) Health, including WASH, programming, and 5) International

Development. In particular, the Monitoring Team must have the capacity to ensure that Gender Equality is taken into account in all aspects of the provided services (i.e. design, implementation and reporting).

5.2 Team Composition:

Upon the discretion of the Bidder, the Monitoring Team will be comprised of:

- 3) One Construction-Specialist/Team-Leader, acting as a Team Leader, with experience providing technical and monitoring services for project with construction-related activities in an international development context. In particular, expertise in civil/structural engineering, architecture, environmental sustainability, quantity surveying/cost estimating and design. Additional experience advising and monitoring the construction of health and WASH infrastructure in developing countries will be awarded extra points. See evaluation grid for more information.
- 4) One Technical-Specialist with experience advising on gender-responsive and adolescent-friendly programming in an international development context. Additional experience advising and monitoring projects related to Health or WASH in developing countries will be awarded extra points. See evaluation grid for more information.

The Construction-Specialist/Team-Leader, acting as Team Leader, will be the main point of contact to work with the KSD staff responsible for each project. The Monitoring Team should thus expect to work with between 10-15 KSD staff members through the contract. The Construction-Specialist/Team-Leader will be responsible for seeking the input of the Monitoring Team, consolidating findings and, depending on the stage of construction, make recommendations to improve the achieving of project objectives as they pertain to construction-activities. The Construction-Specialist/Team-Leader must consolidate and effectively communicate observations and recommendations from all team members in reports to, and in correspondences, with KSD programming staff.

15. Roles and Responsibilities:

6.1 The Monitoring Team:

The Monitoring Team will provide Technical Assistance and Monitoring services to KSD programming staff managing the DFATD-funded projects being carried out by Canadian implementing partners.

The Construction-Specialist/Team-Leader will have the overall responsibility for:

- Reporting regularly on progress to the KSD programming staff;
- Responding to questions related to the work by email or phone call to the KSD programming staff;
- Consolidating findings from the Monitoring Team.

The Monitoring Team will have the overall responsibility for:

- Managing the Technical Assistance and Monitoring services following the work plan approved by KSD programming staff;
- Preparing and submitting all deliverables for revision and approval by KSD programming staff within the timeline established in Paragraph 7, below- Deliverables. (this will be established at the time of contract negotiation);
- Ensuring the quality assurance of all deliverables.

Note: The Monitoring Team is fully responsible to manage and administer all aspects of the local consultants’ involvement in the services provided to the Department of Foreign Affairs, Trade and Development.

16. Deliverables:

The Monitoring Team will be expected to review construction-related documentation for multiple projects while meeting predetermined deadlines. The majority of implementing partners follow a January to December or an April to March fiscal period. Implementing partners can report on a quarterly, bi-annual or annual basis. During these times, the Monitoring Team will need to balance a higher than usual workload in order to provide feedback to KSD programming staff within 20 working days of documentation receipt. Deliverables for this assignment include, but are not limited to:

Deliverable	Timeline
Work-plan, including travel	Within 30 working days from date of a signed contract and receipt of program documentation
Written technical assistance, feedback, advice and recommendations to KSD programming staff on implementing partners’ construction outputs, construction annexes, reports, work-plans and progress and financial reports;	On-going. Within 20 working days of documentation receipt.
Written monitoring mission reports of on-going construction-related activities carried out by implementing partners to ensure proper quality assurance and sustainability and quality of construction-related activities;	Within 30 working days after monitoring mission.
Ad Hoc Reports	Reports as requested by KSD staff. Within 20 working days of documentation receipt.
Final Report: Consolidation of technical advisory provided throughout the Service	By the end of the contract.

Contract, with lessons-learned and recommendations to GAC on how to improve programming in relation to the management of projects with construction activities.	
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Unless otherwise stated, the Monitoring Team will, to the extent possible:

- use both sides of the page when producing documents, reports, etc.;
- use recycled paper to print and produce reports and other documents.

17. Language Level:

Each member of the Monitoring Team must possess the following levels in English:

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

At least one member of the Consultant’s team must possess the following levels in French:

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

The description of the language requirements can be consulted in Annex 1 DESCRIPTION OF LANGUAGE SCALES/LEVELS

18. Meetings:

The Monitoring Team will participate in meetings, as required, with KSD programming staff and implementing partners in Canada and in the field as appropriate.

19. Travel:

The Monitoring Team will be expected to travel in order to conduct approximately four (4) field visits over four (4) years to monitor construction-related activities being carried out by implementing partners in developing countries. Each field visit will include travel to multiple countries in the same region. The location, time-frame and length of the field visits will be determined by KSD programming staff and the Monitoring Team. Projects with more complex construction-related activities or those which have experienced delays or operational issues will be prioritized. The large majority (about 75%) of these countries are located in sub-Saharan Africa, with the rest located in Asia and the Americas.

Please note if COVID-19 travel restrictions or other limitations of this nature continue, field visits may be reduced, postponed or cancelled.

20. Location of the Work:

The work will be performed primarily from the Monitoring Team's own offices but could include up to two (2) meetings in the National Capital Region per year that can be done in person, or via tele- or video- conferencing services.

21. Constraints:

The Monitoring Team will be expected to provide construction technical advisory and monitoring services in accordance with relevant DFATD policies, and acceptable local and international standards. If local building codes and/or standards and technical norms are deemed insufficient or, if no building code exists, the "National Building Code of Canada", as modified, or any other building code internationally recognized should be used instead, including the World Health Organization's [Guidelines on Sanitation and Health](#). It is the implementing partners' and their sub-contractors' responsibility to ensure adherence to the local building regulations and to guarantee public health and safety, fire protection, structural sufficiency, quality of construction activities implemented, accessibility, conservation, gender-responsiveness and environmental integrity with respect to buildings. The Monitoring Team is not responsible for quality assurance on behalf of either the implementing partner or the contractor.

22. Environment:

The Monitoring Team will be responsible for recommending ways to ensure that construction activities are environmentally sustainable and limit environmental degradation. The Monitoring Team will also assess whether environmental mitigation or enhancement measures outlined in the project documents are sufficient and appropriate for the type of construction undertaken and whether these measures have been effectively implemented. The Monitoring Team must notify KSD programming staff if they identify any construction-related activity that could have potential negative environment effect. In this case, KSD programming staff will take necessary action to ensure that the project is not likely to cause significant adverse environmental effects.

Annex 1: 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

Level	Proficiency	Definition
		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.
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.

Level	Proficiency	Definition
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

Level	Proficiency	Definition
		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.

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]*